



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2022**

A resolution of the County of Montague (County) Texas certifying that the county has made a grant to Bowie Senior Citizens Project (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Lynda Medley, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$1027.33 to be used between the:

1st of October ☒ 2021 and the 30 of September ☒ 2022

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 12th day of July, 2021

Signature of Authorized Official of the County

Kevin L. Benton, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.
Updated June 2021



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2022**

A resolution of the County of Montague (County) Texas certifying that the county has made a grant to The Montague County Carpenter's Shop (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Donna Culpepper, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 513.67 to be used between the:

1st of October 2021 and the 30 of September 2022

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 12th day of July, 2021

Signature

Signature of Authorized Official of the County

Kevin L. Benton, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.
Updated June 2021

**HEALTH BENEFITS CONTINUATION COVERAGE
SERVICES AGREEMENT**

BETWEEN

**BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION**

**(hereinafter called BCBSTX)
and**

**Montague County, effective 10/01/2021
(hereinafter called the Employer)**

WHEREAS, the Employer has established a Group Health Plan for its employees and the eligible dependents of its employees; and

WHEREAS, Congress has imposed certain statutory requirements regarding Health Benefits Continuation of Coverage for those persons covered under the Employer's Group Health Plan; and

WHEREAS, the Employer has requested BCBSTX to furnish certain noninsurance services in connection with Continuation of Coverage under the Employer's Group Health Plan;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Article I - Definitions

As used in this Agreement:

- A. Applicable Premium means the amount a Group Health Plan will require a Qualified Beneficiary (or others permitted by Continuation of Coverage) to pay, for any period of COBRA continuation coverage, that does not exceed one hundred and two percent (102%) of the premium for that period or does not exceed one hundred and fifty percent (150%) of the premium after the 18th month of coverage for Qualified Beneficiaries eligible for extended coverage due to disability.
- B. Agreement Period means the twelve month period beginning on the effective date of this Agreement. The parties may by amendment, designate an initial Agreement Period which is less than a year, to coordinate with the Employer's next plan year anniversary provided all succeeding Agreement Periods shall mean the twelve month period coinciding with the Employer's plan year.
- C. COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended or as may be amended.
- D. Continuation of Coverage means the continuation of group health coverage mandated by COBRA and its regulations.
- E. Covered Qualified Beneficiary means a Qualified Beneficiary who is (or was) provided Continuation of Coverage by the Employer's Group Health Plan.
- F. Election period means the period of at least sixty (60) days duration beginning not later than the date on which coverage under the health benefit program terminates by reason of a Qualifying Event and ending not earlier than sixty (60) days after the later of (1) the beginning date or (2) the date a Participant has been notified of the right to elect Continuation of Coverage after the occurrence of a Qualifying Event.
- G. Employer means the individual proprietor, partnership or corporation identified in the Group Health Plan and any predecessor thereto, and any corporation with which the Employer shall be merged or consolidated, or any corporation resulting in any manner from a reorganization of the Employer or any individual, firm or corporation which shall assume the Health Benefits Continuation Coverage obligations of the Employer.
- H. Group Health Plan means an employee welfare benefit plan that is a considered a group health plan within the meaning of Section 4980 B(g)(2) of the Internal Revenue Code of 1986.

- I. Health Benefits Continuation Coverage means the administrative services BCBSTX offers to assist Employer in fulfilling Employer's responsibilities under COBRA.
- J. Qualifying Event means the occurrence of an event which would result in the loss of eligibility of a Participant under the Employer's health benefit program but for the requirements of COBRA.
- K. Plan Administrator means the term "administrator" as defined in Section 3(16)(a) of ERISA.
- L. Qualified Beneficiary means:
 - (A) In general, the term "Qualified Beneficiary" shall mean, with respect to an employee eligible for health coverage under the Group Health Plan, any individual who, on the day before a Qualifying Event is covered under the Group Health Plan.
 - (i) as the spouse of the covered employee, or
 - (ii) as the dependent child of the covered employee.
 - (B) In the case of a Qualifying Event which is caused by termination (other than by reason for such employee's gross misconduct), or reduction of hours of the employee's employment, the term "Qualified Beneficiary" includes the employee.
- M. Subscriber means each Covered Qualified Beneficiary who (1) elected to continue group coverage under COBRA; (2) submitted an application, and (2) has a certificate number for continuation coverage under COBRA. Depending upon the timing and nature of a Qualifying Event, a family may have more than one Subscriber.

Article II - Services to be Provided by BCBSTX

During the duration of this Agreement, BCBSTX will perform such services as described in this Article II.

- A. Once the Employer has notified BCBSTX in writing of the occurrence of a Qualifying Event and has given BCBSTX the name and current address of a Qualified Beneficiary, BCBSTX will timely provide the Qualified Beneficiary notice of the right to continue group coverage directed to the address provided BCBSTX by the Employer.
- B. The notice provided a Qualified Beneficiary pursuant to Paragraph A of this Article II will also include information regarding Applicable Premium and an application form, and will state the Election Period for the election

of Continuation of Coverage. Any Qualified Beneficiary electing Continuation of Coverage will be directed to communicate such election in writing to BCBSTX. BCBSTX will bill and collect the initial Applicable Premium from the date of the loss of coverage because of the Qualifying Event to the end of the month in which such election is received.

- C. When an employee is a Qualified Beneficiary and makes an election, the election is deemed to include all Qualified Beneficiaries listed in the notice except as otherwise stated in such election. When the employee is not a Qualified Beneficiary and a dependent spouse is a Qualified Beneficiary, an election by the dependent spouse is deemed to include all Qualified Beneficiaries except as otherwise stated in such election. For purposes of this Section C, an election includes a declination.
- D. Once a Qualified Beneficiary is established as a Subscriber, BCBSTX will establish the membership information in the BCBSTX claims system.
- E. BCBSTX will provide a monthly statement to each Subscriber. Such statement shall indicate a due date for receipt of the Applicable Premium. When Applicable Premium is not paid or not paid timely, BCBSTX will terminate Continuation of Coverage and provide a written letter of termination to the Subscriber. HCSC will deem payments that are less than 90% of the Applicable Premium to be insufficient and shall terminate coverage. Payment of Applicable Premium less than the lesser of \$50 or 10% of Applicable Premium shall be governed by 54 CFR § 4980B-8, A-5(d).
- F. A Subscriber will be notified ninety (90) days prior to the maximum period of coverage that such coverage will terminate in ninety (90) days. The notice will contain information concerning the right, if any, to any additional type of continued coverage.
- G. Upon receipt of evidence satisfactory to BCBSTX that a Covered Qualified Beneficiary has become, after the date of election, ineligible for Continuation of Coverage for reasons other than failure to pay the Applicable Premium or the expiration of the maximum period of coverage, BCBSTX will notify such ineligible Covered Qualified Beneficiary that the coverage is being terminated and the date and reason for such termination, whether or not such termination date precedes the date of the notice.
- H. BCBSTX shall notify the Subscriber of any change in the Applicable Premium.
- I. BCBSTX will provide the Employer a written report giving the status of each Covered Qualified Beneficiary as of the end date of such report.
- J. BCBSTX shall bill Employer monthly for Applicable Premium for each of Employer's Covered Qualified Beneficiaries. The Applicable Premium shall be payable to BCBSTX in the same manner as for similarly situated

persons covered by the Group Health Plan for whom no Qualifying Event has occurred.

- K. On a monthly basis BCBSTX will furnish a check payable to Employer in the amount of Applicable Premium received from or on behalf of each Subscriber, less COBRA administration fees described in Article V.
- L. BCBSTX will respond to written or telephone inquiries regarding Health Benefits Continuation Coverage.

Article III - Duties of the Employer

- A. The Employer retains full responsibility for and shall bear the cost of compliance with Continuation of Coverage.
- B. Employer shall provide all persons eligible for coverage under its Group Health Plan(s) the general notice of Continuation of Coverage in conformity with 29 CFR Section 2590.606-1.
 - 1. In the event Employer receives a notice from a person seeking Continuation of Coverage and determines that the person is not entitled to Continuation of Coverage, Employer shall provide such person an explanation as to why the person is not entitled to Continuation of Coverage.
 - 2. In the event Employer receives information from a Covered Qualified Beneficiary regarding an extension of Continuation Coverage whether as the result of a second Qualifying Event or a social security disability determination, Employer shall notify BCBSTX within 14 days.
- C. Employer will provide BCBSTX a written notice of the occurrence of a Qualifying Event.
 - 1. Within thirty (30) days after the occurrence of a Qualifying Event, the Employer will provide a written notice of such event to BCBSTX. The written notice will be on a form satisfactory to BCBSTX and will describe the nature and date of the Qualifying Event, the name, last known address and certificate number of each Qualified Beneficiary, the date coverage under the Group Health Plan terminates and the type(s) of coverage held by each Qualified Beneficiary on the date of the Qualifying Event. Upon request, BCBSTX will provide the Employer with an appropriate notice form.
 - 2. If the Qualifying Event is either the divorce of the Employee or a Dependent child ceasing to be a Dependent child under the provisions of the Employer's Group Health Plan, and the Employer had no notice of such Qualifying Event within 30 days of such Qualifying Event, the notice required by this Paragraph C will be

provided in writing to BCBSTX no later than fourteen (14) days following the Employer's receipt of notice of the occurrence of such Qualifying Event.

- D. Should any Qualified Beneficiary communicate or attempt an election or declination of Continuation of Coverage directly with the Employer or its officers or agents, the Employer shall immediately present any and all information regarding such action to BCBSTX. For purposes of this Paragraph D, "immediately" means within three (3) work days.
- E. Except to the extent that Article IV, paragraph C applies, the Employer shall undertake the defense of any action against it and/or BCBSTX and shall be responsible for the costs of defense; provided, however, that BCBSTX shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Employer.
- F. It is understood by the Employer that agencies enforcing Continuation of Coverage requirements may impose penalties on an Employer or Plan Administrator who fails to comply. It is further understood by the Employer that BCBSTX shall in no way be responsible for any said penalties nor does BCBSTX agree to be liable for damages resulting from any said penalties which may be imposed on the Employer or Plan Administrator for non-compliance.
- G. The Employer hereby agrees to identify its employee who shall act as the sole contact between the Employer and BCBSTX in regard to matters under this Agreement.
- H. The Employer shall furnish on a timely basis to BCBSTX certain information concerning the Employer's Group Health Plan or Covered Qualified Beneficiaries as may from time to time be required by BCBSTX for the performance of its duties under this Agreement including, but not limited to, the following:
 - 1. All documents by which the Continuation of Coverage is established and any amendments or changes to the coverage as may from time to time be adopted including thirty (30) days prior written notification to BCBSTX when the Employer plans a reduction in force, lay-off, strike, or shutdown or filing for bankruptcy, or makes changes to any of the following: its Continuation of Coverage; benefit pricing; Applicable Premium; or Group Health Plan carriers.
 - 2. All data as may be required by BCBSTX regarding the Covered Qualified Beneficiaries who are to be covered under this Agreement.

- a. Such data may include, without limitation, a list of Covered Qualified Beneficiaries who are to be covered under this Agreement, and completed Continuation of Coverage forms.

Further, the Employer will notify BCBSTX of the effective date of coverage for all Covered Qualified Beneficiaries who are to be covered under this Agreement. Clerical errors or delays in keeping or reporting data relative to coverage under this Agreement will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise validly terminate. However, the Employer is liable for any benefits paid for a Covered Qualified Beneficiary if the Employer had not timely notified BCBSTX of such Covered Qualified Beneficiary's termination or ineligibility under COBRA.

- b. All such notification by the Employer to BCBSTX must be furnished on forms or in a format approved by BCBSTX and must include all information reasonably required by BCBSTX to effect such changes.
3. Such information as to Continuation of Coverage benefits as will enable BCBSTX to accurately prepare any reports required under this Agreement. The Employer, furthermore, shall use its best efforts to cooperate with and assist BCBSTX as applicable, in the performance of its duties hereunder.
- I. Employer shall notify BCBSTX within three (3) work days upon receipt of information which employer has regarding any possible early termination of Continuation of Coverage such as health coverage under another Group Health Plan or Medicare.
 - J. In the event of termination of this Agreement, the Employer shall notify Subscribers of such termination and the procedures to be followed to retain Continuation of Coverage.

Article IV – Responsibilities of BCBSTX

- A. BCBSTX is empowered to act on behalf of the Employer in connection with Continuation of Coverage only as expressly stated in this Agreement or as mutually agreed to in writing by the parties hereto.
- B. BCBSTX shall, to the extent possible, advise the Employer of any legal actions against it or the Employer which involve the obligations of the Employer or BCBSTX under this Agreement. BCBSTX, provided no conflicts of interest exist, shall fully cooperate with the Employer, at no cost to BCBSTX in the Employer's defense of any action arising out of matters related to the Continuation of Coverage, or this Agreement.

- C. BCBSTX hereby agrees to indemnify and hold harmless the Employer and its directors, officers and employees against any and all claims, lawsuits, judgments, costs, penalties and expenses with respect to this Agreement resulting from or arising out of any acts of BCBSTX or its employees which have been determined to be in breach of this Agreement, the Employer's written direction, the result of gross negligence, dishonesty, fraud, or a criminal act as determined by a court of competent jurisdiction.
- D. Except as provided in Article V, BCBSTX shall be responsible for expenses arising out of its performance of Health Benefits Continuation of Coverage.

Article V - Compensation

The Employer shall compensate BCBSTX for the Health Benefits Continuation of Coverage provided by BCBSTX under this Agreement as described in Exhibit A.

Article VI – Term and Termination

- A. This Agreement shall begin on the effective date indicated on Page 1 and shall continue for the Agreement Period. The Agreement shall renew automatically for successive twelve (12) month periods unless terminated as provided in this Article VI.
- B. Either party may terminate this Agreement without cause by giving at least ninety (90) days prior written notice to the other party. In the event of such termination BCBSTX agrees to use its best efforts to assist the Employer in notifying Subscribers, transferring data, files, and all other relevant information to the Employer or its delegate. The Employer will indemnify and hold BCBSTX harmless from any and all claims, cost and expenses, including, but not limited to, reasonable attorneys' fees arising from the termination of this Agreement.
- C. This Agreement will terminate on the earliest of the following dates:
 - 1. The date on which the compensation owing BCBSTX pursuant to this Agreement becomes overdue.
 - 2. The last day of the month following ninety (90) days prior written notice of termination as contained in B, above.
 - 3. The last date the Employer no longer has any Group Health Plan (whether insured or self-funded) with BCBSTX.
 - 4. The last date the Employer ceases to have an obligation to provide Continuation of Coverage under COBRA. In the event that the

Employer ceases to have an obligation to provide Continuation of Coverage, the Employer will provide BCBSTX with at least ten (10) days advance written notice of the cessation of its obligations.

- D. When this Agreement terminates,
1. BCBSTX shall have no further duty or responsibility after the date of termination. The Employer shall immediately have complete responsibility for Health Benefits Continuation of Coverage and any other responsibilities contained in this Agreement. Further, the Employer agrees to notify all Subscribers of the termination.
 2. The Employer will indemnify and hold BCBSTX harmless from any and all claims, costs and expenses, including, but not limited to, reasonable attorneys' fees arising from the termination of this Agreement or denial of Continuation of Coverage claims pursuant to this Agreement.
 3. Any and all compensation due BCBSTX, whether or not previously billed, will be due and payable within thirty (30) days of the date of termination.

Article VII – Relationship of Parties

- A. BCBSTX is an independent contractor with respect to the Employer, and nothing in this Agreement shall create, or be construed to create, the relationship of employer and employee between BCBSTX and the Employer, nor shall the Employer's agents, officers or employees be considered or construed to be considered employees of BCBSTX for any purpose whatsoever. BCBSTX is not the Plan Administrator and makes no discretionary decisions regarding eligibility for, or termination of, Continuation of Coverage.
- B. It is understood and agreed that nothing contained in this Agreement shall confer or be construed to confer any benefit on persons who are not parties to this Agreement including, but not limited to, beneficiaries or former beneficiaries of the Employer or the Group Health Plan.
- C. The Employer acknowledges that this Agreement is separate and distinct from any other agreement(s) between the parties regarding certain administrative services or policies of insurance issued to said Employer. All amounts due hereunder shall be in addition to the amounts, service fees, or premiums due BCBSTX under any such agreement(s).

Article VII - General Provisions

- A. AMENDMENTS: This Agreement may be modified at any time with the mutual consent of BCBSTX and the Employer. All amendments will be in writing and signed by an authorized representative of each party. Only the President or a Vice President of BCBSTX is authorized to amend this Agreement on behalf of BCBSTX.
- B. ENTIRE CONTRACT: This Agreement is the entire contract between the parties.
- C. TEXAS LAW GOVERNS: This Agreement has been negotiated and executed in the State of Texas and will be governed by and construed in accordance with the law of the State of Texas. All services performed by BCBSTX shall be deemed to have been performed in Dallas County, Texas.
- D. TAXES: In the event any taxing authority having jurisdiction over either (or both) of the parties determines that the compensation paid to BCBSTX by the Employer results in any tax liability (other than an income tax) to BCBSTX, such tax shall be the responsibility of the Employer, and the amount of such tax shall be paid by the Employer to BCBSTX upon written request pursuant to Article V of this Agreement.
- F. NOTIFICATION: BCBSTX is not obligated to notify any Qualified Beneficiary (regardless of whether or not the Qualified Beneficiary has elected Continuation of Coverage) of the termination of this Agreement.
- G. INFORMATION: All written information (including billings and compensation) and notices provided pursuant to this Agreement will be posted by first class mail, postage prepaid to BCBSTX at P.O. Box 1180, Marion, IL 62959-7680 and to the Employer at P O Box 186, Montague, TX 76251.

IN WITNESS WHEREOF, BCBSTX and the Employer have caused this Agreement to be executed by their authorized representative.

**BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION**

By: _____
(Signature - BCBSTX)

(Title)

(Date)

By: _____
(Signature - Employer)

(Title)

(Date)

EXHIBIT A

ADMINISTRATIVE FEE

1. The compensation to BCBSTX by the Employer for the Health Benefits Continuation Services provided to Employer will be based upon two separate components: a charge to the Employer per Subscriber and a charge (not to exceed two (2) percent of the Applicable Premium) billed to a Covered Qualified Beneficiary.
2. The compensation amounts provided in this EXHIBIT A shall remain in effect until the December 31 following the anniversary date of this Agreement. BCBSTX may amend the compensation for each succeeding Agreement Period by providing the Employer written notice of such amendment at least thirty (30) days prior to the commencement of the Agreement Period. The new compensation will apply to any Qualifying Event which occurs during the new Agreement Period.
3. The compensation is \$150.00 per Subscriber.
4. The execution of this Agreement shall be deemed an assignment to BCBSTX of the right of the Employer to charge a Covered Qualified Beneficiary an administrative charge or percentage of premium. It is expressly agreed and understood that BCBSTX will charge and collect one hundred two (102) percent of Applicable Premium to a Covered Qualified Beneficiary and that the Employer shall not make or request any charge whatsoever.

Premium shall not be considered part of the Employer's compensation to BCBSTX. In the event a Covered Qualified Beneficiary is entitled to an additional eleven (11) months of coverage because of a determination of total disability under the Social Security Act, BCBSTX shall receive two (2) percent of Applicable Premium as compensation.

JUDGES FOR COUNTY ELECTIONS
One year term beginning on August 1, 2021

Appointed by Commissioner's Court

******* All elections will held as Countywide Elections*******

<u>Voting Precinct</u>		
Countywide Location	Judge	Alternate Judge
Bowie Public Library	Patricia Graham	Carla Lasater
Bowie Bible Baptist	Linda Proctor	Linda VanVector Hardison
Forestburg Comm. Center	Mitzi Stephenson	Velma (Tibbets) West
Sunset City Hall	Danny Russell	Tina Malley
Tales N Trails Museum	Vicki Morton	Sandra Reynolds
Nocona Community Center	Brenda Pirkey	Tommy Eldred
Ringgold Elementary	Regina Jobe	Ann Alexander
Saint Jo Civic	Sharon Coleman	Barbara Reynolds
Valley View Baptist Church	Diane Carpenter	Cecile Sparkman
Montague County Annex	Nora Hodges	Jacquilin Garrison
EV Montague County Annex	Nora Hodges	Jacqueline Garrison
EV City of Bowie Bible Baptist	Linda Proctor	Linda VanVector Hardison
EV Nocona Community Center	Brenda Pirkey	Tommy Eldred
EV Saint Jo Civic	Sharon Coleman	Barbara Reynolds
Clerks and Alternates:	Barbara Winningham	Debbie Eckeberger
	Patti Poe	Bess Monarch-Allison
	Ella Williams	Jennifer Dingler
	Barbara Baker	Linda Eldred
	Patty Fenoglio	Barbara Baker
	Debbie Parker	Joyce McLindon
	Shirley Tully	Sylvia Meckel (940) 391-9834
	Stephanie Wade (440)429-2041	

County Election Board: Judge Kevin Benton; Kim Jones, County Clerk; Kathy Phillips, Tax/Assr; Republican Party Chairman; and Democratic Party Chairman.

Central Counting Station Manager: Laurie Ritchie

Tabulation Supervisor: Laurie Ritchie

Tabulation Supervisor assistant(s): Kasie Hamilton and Maysen Freeman

Montague County Early Voting Ballot Board & Signature Verification:

Kasie Hamilton and Maysen Freeman

STATE OF TEXAS

COUNTY OF DENTON

COUNTY OF MONTAGUE

§
§
§
§
§

FY 2021-2022

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Montague County, Texas (hereinafter "Contractor") and Denton County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1: DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and the appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

1.1 FACILITIES

Contractor warrants that the facilities provided for the detention of County's prisoners meet the requirement of the Texas Commissioner of Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standard. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

1.3 MEDICAL SERVICES

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies.

The per-day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to the County, rather than The Contractor paying the costs and invoicing the County for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within thirty business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.4 MEDICAL INFORMATION

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.5 TRANSPORTATION AND OFF SITE SECURITY

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearing not arising out of incidents in Contractor's County.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.6 SPECIAL PROGRAMS

The per-day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Contractor's county. The parties may agree by written amendment to this agreement or by separate agreement for the provision there of.

1.7 LOCATION AND OPERATION OF FACILITY

The Contractor shall provide the detention services described herein at the Montague County Jail in Montague County, Texas.

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is fifty-five dollars (\$55) per man-day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that the County may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning (i.e., at or before 12:00 Noon). In that situation, the Contractor will be for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

Contractor shall submit an itemized invoice for the services provided each month to the County.

Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County to-wit:

Denton County Auditor
401 W. Hickory, Ste 423
Denton, Texas 76201

The County shall make payment to the Contractor within 30 days after receipt of the invoice.

Payment shall be in the name of Montague County, Texas, and shall be remitted to:

Montague County Treasurer
P.O. Box 186
Montague, TX 76251

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of the 10-percent or the maximum legal rate applicable thereto which shall be a contractual obligation of the County under this agreement.

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period beginning June 15, 2021 (or the date of execution if after June 15th) and ending on September 30, 2022.

3.2 RENEWALS

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

3.3 TERMINATION

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60 days written notice delivered by either party to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening for any event that renders performance hereunder by the contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff opinion, create a condition of overcrowding or create conditions which in

danger the life and/or welfare of personnel and inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility.

At any times that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight (8) hours.

In the event such prisoner(s) are not removed by County, Contractor may deliver p such prisoner(s) to the Sheriff or Denton County at the cost and expense of the County.

4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirements set forth above.

The Contractor reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserves the right to demand that the County remove that inmate and the County may replace said inmate with a non-high risk inmate of the County.

4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding inmate(s) by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility, in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight (8) hours upon the request of the Contractor's Sheriff.

Inmate(s) may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of the County's failure to remove such inmate within eight (8) hours, the Contractor may deliver up such inmate to the Sheriff or Denton County at the cost and expense of the County.

4.4 INMATE SENTENCES

Contractor shall not be in charge or responsible for the computation or processing of an inmate(s) time of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested, *in writing*, by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate(s) from its own facility.

The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

4.5 LIABILITY

The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of the inmate(s).

The Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor understands and agrees that the Contractor, its employees, servants, agents and representatives shall, at no time, represent themselves to be employees, servants, agents and/or representatives of Denton County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or omissions of

all County's employees and agents, County subcontractors and/or contract laborers and for those all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents, County's subcontractors and/or contract laborers and all other persons doing work under and contract or agreement with the County.

The County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Contractor.

ARTICLE 5: MISCELLANEOUS

5.1 BINDING NATURE OF AGREEMENT

This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.2 NOTICE

Either party hereto may deliver to the other all notices, demands, or other writing by United States mail or other reliable courier at the following address:

Contractor: Montague County, Texas
County Judge
P.O. Box 475
Montague, TX 76251

County: Denton County, Texas
County Judge
110 W. Hickory Street, 2nd Floor
Denton, Texas 76201

The address to which any notice, demand or other writing may be delivered to any party as able provided may be changed by written notice given by such party as above provided.

5.3 AMENDMENTS

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.4 PRIOR AGREEMENTS

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.5 CHOICE OF LAW AND VENUE

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Montague, Montague County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Montague County, Texas.

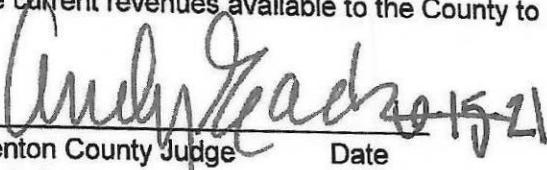
5.6 APPROVALS

The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

5.7 FUNDING SOURCE

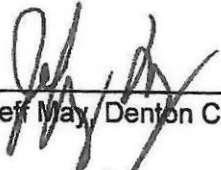
In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of the County.

The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet this obligation under this agreement.




Denton County Judge Date
Andy Eads
Denton County, Texas

Montague County Judge Date
Kevin Benton
Montague County, Texas



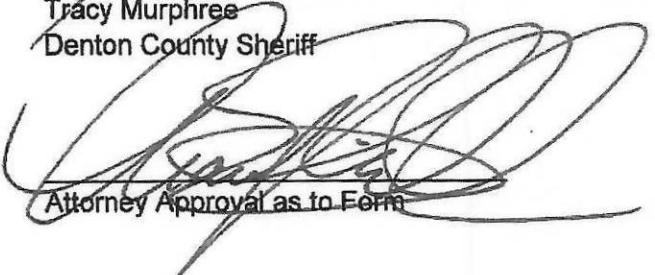
Jeff May, Denton County Auditor

Jennifer Essary, Montague County Auditor



Tracy Murphree
Denton County Sheriff

Marshall Thomas
Montague County Sheriff



Attorney Approval as to Form

Attorney Approval as to Form