



Wise Hope Shelter & Crisis Center
Safety, Strength & Hope for Victims of Domestic Violence and Sexual Assault
1123 HWY 59 N, Bowie, TX 76230
Office 940.531.4003 Fax 940.531.4003

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

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

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

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

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

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

Signed _____

Dated _____

Effective January 1, 2022
Montague County
Clerk Fees

Filing/Recording in the Real Property Records:

Archive Fee	(LGC 118.011(f))	\$10.00
Filing/Recording Fee	(LGC 118.011)	\$ 5.00
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	\$ 1.00
Total for 1st Page		\$26.00

Each additional page or part which there are visible marks	\$ 4.00
Each additional name to be indexed in excess of five (5)	.25

Texas Property Code 11.003, effective Jan. 1, 1982: Requires that each grantee's mailing address be in or attached to any document conveying real property executed after December 31, 1981. *If address of each grantee is not included, the payment of a penalty filing fee equal to the greater of (1) twice the statutory filing fee for the filing of such document with the County Clerk or (2)\$25.00 will be required. This fee is in addition to regular filing fees.* **LGC 191.007(c)(h):** Provides double the filing fee for that page if there is not a clearly identifying heading, similar to the headings on most printed forms, must be placed at the top of the first page to identify the type or kind of legal paper. **LGC 191.007(c)(h):** Provides double the filing fee for that page if names are not legibly typed or printed immediately under each signature. **LGC 191.007(3):** Printed in type no smaller than 8 point type. **Property Code 12.001(b) & 12.011:** Must have original signature and proper acknowledgement.

State Tax Liens/Releases:

Filing/Recording Fee	(PC 14.005)	\$ 5.00
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	\$ 1.00
Total for 1st Page		\$16.00
Each additional page or part which there are visible marks	\$ 4.00	

Federal Tax Liens/Releases:

Archive Fee	(LGC 118.011(f))	\$10.00
Filing/Recording Fee	(PC 14.005)	\$10.00
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	\$ 1.00
Total for 1st Page		\$31.00
Each additional page or part which there are visible marks	\$4.00	

Abandonment or Assumed Name Certificate:

Archive Fee	(LGC 118.011(f))	\$10.00
Filing/Recording Fee	(TX Business/Commerce 71.155)(a)(1))	\$ 2.00
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	\$ 1.00
Total for 1st Page		\$23.00
Each additional name indexed	.50	

Brands (Livestock):

Archive Fee	(LGC 118.011(f))	\$10.00
Filing/Recording Fee	(LGC 118.020(a)(9) (Tx Agri.Code 144.110))	\$ 5.00
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	\$ 1.00
Total for 1st Page		\$26.00
Each additional location	10.00	

Notice of Trustee Sale:

Filing/Recording Fee	(TPC 51.002(f))	\$2.00
Courthouse Security Fund	(LGC 291.008(d))	\$ 1.00
Total		\$3.00

Plats:

Archive Fee	(LGC 118.011(f))	\$10.00
Filing/Recording Fee	(LGC 118.011(c))	\$65.00
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	\$ 1.00
Total for 1st Page		\$86.00
Each additional page or part which there are visible marks	5.00	

UCC FEES/Financing Statements:

As of July 1, 2001 UCC records relating to consumer goods are no longer filed in the County Clerk's Office. Per revised Article 9 for the State of Texas, these are filed with the State. UCC-1 and UCC03 are accepted for filing in the Real Property Records if the collateral is timber, mineral, oil, gas or fixtures and *regular filing fees apply*.

Marriage License:without Texas Premarital Edu. Certificate

Archive Fee	(LGC 118.011(f))	\$10.00
BVS Preservation	(HSC 191.0045)	\$ 1.00
Fee	(LGC 118.011(a)(7))	\$24.50
State of Texas Fee	(LGC 118.011(a)(7))	\$35.50
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	<u>\$ 1.00</u>
Total		\$82.00

Marriage License:with Texas Premarital Edu. Certificate

72 hour waiting period is waived

Archive Fee	(LGC 118.011(f))	\$10.00
BVS Preservation	(HSC 191.0045)	\$ 1.00
Fee	(LGC 118.011(a)(7))	waived
State of Texas Fee	(LGC 118.011(a)(7))	waived
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	<u>\$ 1.00</u>
Total		\$22.00

Informal Marriage:

Archive Fee	(LGC 118.011(f))	\$10.00
BVS Preservation	(HSC 191.0045)	\$ 1.00
Fee	(LGC 118.011(a)(8))	\$12.50
State of Texas Fee	(LGC 118.011(a)(8))	\$12.50
Records Management	(LGC 118.011(b)(2))	\$10.00
Courthouse Security Fund	(LGC 291.008(d))	<u>\$ 1.00</u>
Total		\$47.00

Birth Certificate (Certified Copy):

BVS Preservation	(HSC 191.0045)	\$ 1.00
Search/Certificate/C- Clerk Fee	(LGC 118.015(a)(TAC 181.22)(HSC 191.0045)	\$ 20.20
State of Texas Fee	(HSC 191.0045)	<u>\$ 1.80</u>
Total		\$ 23.00
Birth Verification (HSC 191.0045(d) (TAC 181.22G)		\$21.00

Death Certificate (Certified Copy):

BVS Preservation	(HSC 191.0045)	\$ 1.00
Search/Certificate/C- Clerk Fee	(LGC 118.015(a)(TAC 181.22)(HSC 191.0045)	<u>\$ 20.00</u>
Total		\$ 21.00

Each Additional Copy-ordered at the same time

BVS Preservation	(HSC 191.0045)	\$1.00
County Clerk Fee	(HSC 191.0045)	<u>\$3.00</u>
Total		\$4.00
Death Verification (HSC 191.0045(d) (TAC 181.22G)		\$21.00

Civil Case Fees:

Appellate Judicial System Fund	(LGC 22.229)	\$ 5.00
County Facility Fee Fund	(LGC 135.152)	\$ 20.00
Clerk of the Court	(LGC 135.153) \$ 50.00
County Records Mngt/Pres Acct	(LGC 135.154)	\$ 30.00
Court Reporter Service Fund	(LGC 51.601(a), (a-1), (b), (e)	\$ 25.00
County Law Library Fund	(LGC 323.023)	\$ 35.00
Courthouse Security Fund	(LGC 291.008)	\$ 20.00
Language Access Fund	(LGC 135.155)	\$ 3.00
County Jury Fund	(LGC 135.156)	\$ 10.00
County Dispute Resolution Fund	(LGC 135.157)	\$ 15.00
State Consolidated Fee	(LGC 133.151 (1)	\$137.00
Total		\$ 350.00
Issue Doc's/Citation	(LGC 118.052(3)(A)	\$ 4.00
Service		\$ 125.00

Occupational Driver's License:

Appellate Judicial System Fund (LGC 22.229)	\$ 5.00
County Facility Fee Fund (LGC 135.152)	\$ 20.00
Clerk of the Court (LGC 135.153)	\$ 50.00
County Records Mngt/Pres Acct (LGC 135.154)	\$ 30.00
Court Reporter Service Fund (LGC 51.601(a), (a-1), (b), (c))	\$ 25.00
County Law Library Fund (LGC 323.023)	\$ 35.00
Courthouse Security Fund (LGC 291.008)	\$ 20.00
Language Access Fund (LGC 135.155)	\$ 3.00
County Jury Fund (LGC 135.156)	\$ 10.00
County Dispute Resolution Fund (LGC 135.157)	\$ 15.00
State Consolidated Fee (LGC 133.151 (1))	\$137.00
Total	\$ 350.00

Foreign Judgments: (fees same as regular Civil Suit) **\$ 350.00**

Nondisclosures: (fees same as regular Civil Suit)+\$28.00 LGC 1411.081(d) **\$ 350.00 + \$28.00(2 separate pmts.)(378)**

Writ of Garnishment: (fees same as regular Civil Suit/service/\$5 prepare writ) **\$ 480.00**

Cross Action; Counterclaim (Civil):

Clerk of the Court (LGC 135.153)	\$ 15.00
County Records Mngt/Pres Acct (LGC 135.154)	\$ 20.00
State Consolidated Fee (LGC 133.151 (1))	\$ 45.00
Total	\$ 80.00

Probate Fees:

Probate of Will for Letters of Testamentary, Administration (with Will annexed, Dependent or Independent):

Appellate Judicial System Fund (LGC 22.2021 (b))	\$ 5.00
Court Facility Fee Fund (LGC 135.152)	\$20.00
Clerk of the Court (LGC 135.153)	\$40.00
County Records Mngt/Pres Fund (LGC 135.154)	\$15.00
Court Reporter Service Fund (LGC 51.601(a),(a-1),(b), (c))	\$25.00
County Law Library Fund (LGC 323.023)	\$35.00
Courthouse Security Fund (LGC 291.008)	\$20.00
Language Access Fund (LGC 135.155)	\$ 3.00
County Jury Fund (LGC 135.156)	\$ 10.00
County Dispute Resolution Fund (LGC 135.157)	\$ 15.00
Court-initiated Guardianship Fun(LGC 135.158)	\$ 20.00
Judicial Education/Support Fund (LGC 135.159)	\$ 5.00
Public Probate Adm Fund (LGC 135.160)	\$ 10.00
Judge's Signature Fee (each) (LGC 118. 101)	\$ 2.00
State Consolidated Fee (LGC 133.151 (a) (1))	\$137.00
Total	\$362.00
Issue Doc's/Citation (LGC 118.052(3)(A))	\$ 4.00 ea.
County Sheriff (Posting) (LGC 181.131)	\$10.00
Service	\$125.00
Letters (LGC118.052)	\$ 2.00 ea.

Probate of Will as a Muniment of Title; Declaration of Heirship; Community Survivors

Appellate Judicial System Fund (LGC 22.2021 (b))	\$ 5.00
Court Facility Fee Fund (LGC 135.152)	\$20.00
Clerk of the Court (LGC 135.153)	\$40.00
County Records Mngt/Pres Fund (LGC135.154)	\$15.00
Court Reporter Service Fund (LGC 51.601(a),(a-1),(b), (c))	\$25.00
County Law Library Fund (LGC 323.023)	\$35.00
Courthouse Security Fund (LGC 291.008)	\$20.00
Language Access Fund (LGC 135.155)	\$ 3.00
County Jury Fund (LGC135.156)	\$ 10.00
County Dispute Resolution Fund (LGC 135.157)	\$ 15.00
Court-initiated Guardianship Fun(LGC 135.158)	\$ 20.00
Judicial Education/Support Fund (LGC 135.159)	\$ 5.00
Public Probate Adm Fund (LGC 135.160)	\$ 10.00
Judge's Signature Fee (each) (LGC 118. 101)	\$ 2.00
State Consolidated Fee (LGC 133.151 (a) (1))	\$137.00
Total	\$362.00
Issue Doc's/Citation (LGC 118.052(3)(A))	\$ 4.00 ea.
County Sheriff (Posting) (LGC 181.131)	\$10.00
Small Estates (no posting, no doc's)	\$362.00

Inventory, Appraisement and list of Claims (after 90th day after Qualification Date)

County Clerk Filing Fee	(LGC 118.052(2)(B)(i))	\$25.00
Judge's Signature Fee (each)	(LGC 118.101(11))	\$ 2.00
Total		\$27.00

Annual/Final Account of Probate(must be notarized, Application for Sale of Real or Personal Property (after Order Approving Inventory & Appraisement or after 120th day after initial filing of the action, whichever occurs first)

County Clerk Filing Fee	(LGC 118.052(2)(B)(iv))	\$25.00
Judge's Signature Fee (each)	(LGC 118.101(11))	\$ 2.00
Total		\$27.00

Misc. Filings (after Order Approving Inventory and Appraisement or after 120th day after initial filing of the action, whichever occurs first IF MORE THAN 25 PAGES)

County Clerk Filing Fee	(LGC 118.052(2)(B)(vii))	\$25.00
Judge's Signature Fee (each)	(LGC 118.101(11))	\$ 2.00
Total		\$27.00

Claim/File, Release, Withdraw, (paid by the Claimant at time of filing) Need original+3 copies

County Clerk Filing Fee	(LGC 118.052(2)(D))	\$10.00
Total		\$10.00

Wills for Safekeeping

County Clerk Filing Fee	(LGC 118.052(3)(E))	\$ 5.00
Total		\$ 5.00

Adverse Action (Probate Cross Action, Motion for New Trial, etc.)

Clerk of the Court	(LGC 135.153)	\$40.00
County Records Management	(LGC 135.154)	\$ 5.00
Court Initiated Guardianship Fun	(LGC 135.158)	\$ 20.00
Public Probate Adm Fund	(LGC 135.160)	\$ 10.00
Civil Legal Services Fee	(LGC 133.153(a)(1))	\$ 10.00
State Consolidated Fee	(LGC 133.151) (a) (1)	\$ 45.00
Total		\$120.00

Foreign Wills

Appellate Judicial System Fund	(LGC 22.2021 (b))	\$ 5.00
Court Facility Fee Fund	(LGC 135.152)	\$20.00
Clerk of the Court	(LGC 135.153)	\$40.00
County Records Mngt/Pres Fund	(LGC 135.154)	\$15.00
Court Reporter Service Fund	(LGC 51.601(a),(a-1),(b), (c))	\$25.00
County Law Library Fund	(LGC 323.023)	\$35.00
Courthouse Security Fund	(LGC 291.008)	\$20.00
Language Access Fund	(LGC 135.155)	\$ 3.00
County Jury Fund	(LGC 135.156)	\$ 10.00
County Dispute Resolution Fund	(LGC 135.157)	\$ 15.00
Court-initiated Guardianship Fun	(LGC 135.158)	\$ 20.00
Judicial Education/Support Fund	(LGC 135.159)	\$ 5.00
Public Probate Adm Fund	(LGC 135.160)	\$ 10.00
Judge's Signature Fee (each)	(LGC 118.101)	\$ 2.00
State Consolidated Fee	(LGC 133.151 (a) (1))	\$137.00
Total		\$362.00
Issue Doc's/Citation	(LGC 118.052(3)(A))	\$ 4.00 ea.
County Sheriff (Posting)	(LGC 181.131)	\$10.00
Service		\$125.00

Open Safety Deposit Box

Appellate Judicial System Fund (LGC 22.2021 (b))	\$ 5.00
Court Facility Fee Fund (LGC 135.152)	\$20.00
Clerk of the Court (LGC 135.153)	\$40.00
County Records Mngt/Pres Fund (LGC135.154)	\$15.00
Court Reporter Service Fund (LGC 51.601(a),(a-1),(b), (e))	\$25.00
County Law Library Fund (LGC 323.023)	\$35.00
Courthouse Security Fund (LGC 291.008)	\$20.00
Language Access Fund (LGC 135.155)	\$ 3.00
County Jury Fund (LGC135.156)	\$ 10.00
County Dispute Resolution Fund (LGC 135.157)	\$ 15.00
Court-initiated Guardianship Fun(LGC 135.158)	\$ 20.00
Judicial Education/Support Fund (LGC 135.159)	\$ 5.00
Public Probate Adm Fund (LGC 135.160)	\$ 10.00
Judge's Signature Fee (each) (LGC 118. 101)	\$ 2.00
State Consolidated Fee (LGC 133.151 (a) (1))	\$137.00
Total	\$362.00

Sale of Property of a Minor:

Appellate Judicial System Fund (LGC 22.2021 (b))	\$ 5.00
Court Facility Fee Fund (LGC 135.152)	\$20.00
Clerk of the Court (LGC 135.153)	\$40.00
County Records Mngt/Pres Fund (LGC135.154)	\$15.00
Court Reporter Service Fund (LGC 51.601(a),(a-1),(b), (e))	\$25.00
County Law Library Fund (LGC 323.023)	\$35.00
Courthouse Security Fund (LGC 291.008)	\$20.00
Language Access Fund (LGC 135.155)	\$ 3.00
County Jury Fund (LGC135.156)	\$ 10.00
County Dispute Resolution Fund (LGC 135.157)	\$ 15.00
Court-initiated Guardianship Fun(LGC 135.158)	\$ 20.00
Judicial Education/Support Fund (LGC 135.159)	\$ 5.00
Public Probate Adm Fund (LGC 135.160)	\$ 10.00
Judge's Signature Fee (each) (LGC 118. 101)	\$ 2.00
State Consolidated Fee (LGC 133.151 (a) (1))	\$137.00
Total	\$362.00

Guardianship:

Appellate Judicial System Fund (LGC 22.2021 (b))	\$ 5.00
Court Facility Fee Fund (LGC 135.152)	\$20.00
Clerk of the Court (LGC 135.153)	\$40.00
County Records Mngt/Pres Fund (LGC135.154)	\$15.00
Court Reporter Service Fund (LGC 51.601(a),(a-1),(b), (e))	\$25.00
County Law Library Fund (LGC 323.023)	\$35.00
Courthouse Security Fund (LGC 291.008)	\$20.00
Language Access Fund (LGC 135.155)	\$ 3.00
County Jury Fund (LGC135.156)	\$ 10.00
County Dispute Resolution Fund (LGC 135.157)	\$ 15.00
Court-initiated Guardianship Fun(LGC 135.158)	\$ 20.00
Judicial Education/Support Fund (LGC 135.159)	\$ 5.00
Public Probate Adm Fund (LGC 135.160)	\$ 10.00
Judge's Signature Fee (each) (LGC 118. 101)	\$ 2.00
State Consolidated Fee (LGC 133.151 (a) (1))	\$137.00
Total	\$362.00
Issue Doc's/Citation (LGC 118.052(3)(A))	\$ 4.00 ea.
County Sheriff (Posting) (LGC 181.131)	\$10.00
Service	\$125.00
Letters (LGC 118.052)	\$2.00 ea.

Annual/Final Report of Guardian of welfare of a Person (must be notarized)

County Clerk Filing Fee (LGC 118.052(2)(B)(vi))	\$10.00
Judge's Signature Fee (each) (LGC 118.101(11))	\$ 2.00
Total	\$12.00

Annual/Final Account of Guardianship (must be notarized, Application for Sale or Real or Personal Property (after Order Approving Inventory & Appraisal or after 120th day after initial filing of the action, whichever occurs first)

County Clerk Filing Fee	(LGC 118.052(2)(B)(iv))	\$25.00
Judge's Signature Fee (each)	(LGC 118.101(11))	\$ 2.00
Total		\$27.00

Other Fees:

Abstract of Judgment (Local Government Code 118.052 (1)(c)(i))		\$ 8.00
Certification of Copies (Local Government Code 118.052 (3) (B))		\$ 5.00 plus copies
Copies (Local Government Code 118.052 (3) (C)(COP))		\$ 1.00
Emailed copies		\$ 2.00 per page
Fax'd copies		\$ 2.00 per page
Administration Fee (on each Criminal Payment)(102.72 CCP)		\$ 2.00
Letters Test., guardianship, admin., (LGC 118.052)		\$ 2.00
Clerk's certificate to certify (LGC 118.052 (3))		\$ 5.00 plus copies
Judge's fee signature on orders (LGC 118.101)		\$ 2.00
Return Check fee (HB 249)		\$30.00
Authenticated Copy fee		\$ 8.00 plus copies
Criminal Search case # must be provided and request submitted in writing		\$ 5.00
Probate Search case # must be provided and request submitted in writing		\$ 5.00
Issue Doc's/Citations after initial Citation (LGC 118.052(3)(A))		\$ 4.00
Issue Writs (LGC 118.052(1)(c)(ii))		\$ 5.00
Sheriff to Serve Writs		\$125.00
Sheriff Posting fee		\$10.00
Posting Notice fee (TPC 51.002(f)(LGC 291.008(d))		\$ 3.00
Jury Fee (TGC 51.604)		\$40.00
Bond Approval (LGC 118.016)		\$ 3.00
Certified Copy Marriage License		\$ 8.00
Serve Writ of Execution		\$200.00
Citation by Publication		\$24.00(2 postings plus issue)
Writ of Garnishment: Clerk collects all fees for filing the Writ of Garnishment after Judgment. This fee is the same as a New Civil filing fee of \$362.00 plus \$5.00 for preparing the Writ... \$125 for service		\$382.00
No Writ of Garnishment shall be issued before final Judgment until the party applying has filed with the Clerk an order signed by the Court after a hearing. The Court shall further find in its order the amount of bond required payable to the Defendant in the amount fixed by the Court Order.		

Proposed Disbursement for Unclaimed Property Capital Credits Funds:

\$25,000.00 to each EDC: Bowie
 Nocona
 Saint Jo

\$5,000.00 to each library: Bowie
 Nocona
 Saint Jo

\$60,000.00 to Montague Co Child Welfare

Total of \$150,000

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	DOCUMENT	INVOICE AMOUNT
MANUAL AIR REFUND		2022 CAPITAL CREDITS - ELECTRIC COO	9LFLO003	147,214.76

ISSUE DATE: 08/18/2022	WARRANT TOTAL: \$147,214.76
PAYEE NUMBER: 1XXXXX10781 MAIL CODE: 026	WARRANT NUMBER: 145400921
PAYEE NAME: MONTAGUE COUNTY JUDGE	

— NON-NEGOTIABLE —

For questions about this payment or to sign up for Direct Deposit, please contact your paying agency:
 COMPTROLLER - STATE FISCAL 512-463-4561

- WOULD YOU LIKE TO VIEW:
- Your state payments on a Comptroller web application?
 - Payment remittance information, payment history and download a report?
 - The phone number and contact information of the paying agency?
 - Receive email alerts when a state payment is issued to you?

This information is available on the SEARCH STATE PAYMENTS ISSUED (SSPI) website. Go to COMPTROLLER.TEXAS.GOV, click on 'web file eSystems Login' below the 'Business Center' panel. See a short video 'How to Navigate eSystems Home Page' by clicking the 'About' tab, then 'Video Library' under 'News and Media.'

Also consider enrolling in direct deposit. It's easy, fast and secure. Contact the paying agency named on this payment stub to sign up.

Printed by Texas Comptroller of Public Accounts
 (512) 936-8138 or www.TexasPayeeResources.org

▼ Detach here before depositing ▼



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

TREASURY WARRANT NO.
 145400921

AUGUST 19, 2022

081822 1XXXXX10781 026 0001 902 9LFLO003
 PAYING AGENCY 512-463-4561 COMPTROLLER - STATE FISCAL

Pay **ONE HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED FOURTEEN** \$ 147,214.76
 DOLLARS AND 76/100

To MONTAGUE COUNTY JUDGE
 PO BOX 475
 MONTAGUE, TX 76251-0475

 Glenn Hegar
 Comptroller of Public Accounts

VOID AFTER 08/31/2024

Account Name: MONTAGUE COUNTY TX

Tax ID: 75-6001078

Group No.: PYE86

Writing No.: AG4PD

Payroll Account Acknowledgment

All applicable sections must be completed for processing.

INSTRUCTIONS

- ALL accounts must complete Section 8, Authorization and Signatures.
- Accounts establishing or modifying a WingspanSM cafeteria plan must complete Section 5.
- Accounts with another carrier's cafeteria plan must complete Section 7.
- Broker Information must be completed in Sections 9 and 10.
- Fax the completed form to 1-866-AFL-NASA (1-866-235-6272).

1. GENERAL ACCOUNT INFORMATION

- New Aflac Payroll Account
 Changes to an Existing Aflac Payroll Account
 Split or Transferred Account

Group Number: PYE86

Transferring From Account: _____

Will new split account be affiliated with an existing Aflac account? Yes, Account: _____ No

Does this account have multiple locations, each requiring an invoice? Yes No

Are there any existing policies to place on this account? Yes No (If yes, list the policies on a separate page and send it with the completed Payroll Account Acknowledgment form to Aflac WWHQ.)

Name of Account: MONTAGUE COUNTY TX

Type of Business: GOVERNMENT

Tax ID No.: 75-6001078

SIC Internet Request No.: 3633546

Affiliate/Subsidiary of (if applicable): _____

Master Account No.: _____

Mailing Address: 11339 TX59

City: MONTAGUE

State: TX

Zip: 76251

Location Address: Check if same as mailing address (P.O. Box is not acceptable).

City: _____

State: _____

Zip: _____

Phone: _____

Fax (if applicable): _____

Total Employees: 130 Total Benefits-Eligible Employees: 130 Total Benefits-Eligible W-2 Employees: 130

Total benefits-eligible 1099 Workers: 0

Will benefits-eligible 1099 workers be applying for coverage? Yes No

Is this a leasing company or staffing agency? Yes No

If yes, will the temporary/leased employees be applying for coverage? Yes No

Account Website Address (if applicable): _____

Is there an established Aflac New York account? Yes No If yes, provide the name and group number: _____

American Family Life Assurance Company of Columbus (Aflac)
Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999 • 1.800.99.AFLAC (1.800.992.3522)

Account Name: MONTAGUE COUNTY TX
 Tax ID: 75-6001078 Group No.: PYE86 Writing No.: AG4PD

Please consult with employer's payroll contact to ensure accurate completion of the next section.

- What led your organization to begin offering Aflac products to your employees? (Check all that apply.)
- Employee/Member Request Benefit Package Improvement Benefit Advisor or Broker Recommendation
 Sales Associate/Agent Commercial Advertising Value of Aflac Products
 Other: _____

2. ENROLLMENT INFORMATION

Enrollment Period: What is the length of the enrollment period? 90 (Options are 30, 60, or 90 days.)

Will the enrollment period exceed 90 days? Yes No If yes, has this been approved by Sales Support?
 Yes No

Enrollment Provider(s): Field Broker Enrollment Firm Unknown

(If Enrollment Firm is selected, please provide the Enrollment Firm Name and Writing No.)

Enrollment Firm Name: _____

Enrollment Firm Writing No (if applicable): _____

Enrollment Method(s): One-on-One SNG Paper One-on-One 3rd Party laptop Cal Center Web

Enrollment Platform Name (if applicable): EVERWELL

3. BILLING INFORMATION

3a. BILLING CONTACT INFORMATION

NOTE: Aflac will contact the designated billing contact to review information.

All accounts with fewer than 1,000 employees will receive their invoice via Aflac's WingspanSM Online Services for Accounts system. With the Online Billing feature, you have the option of making payments and reconciling your account online. Once your account is established, you can submit your invoice and payment electronically from the bank account noted below. At that time, if you prefer, you may also choose to pay by mailing a check. Aflac will not debit your account until you have reconciled and submitted your invoice for payment. Any adjustments or requested changes you submit electronically will not be processed until payment is received and the transaction is complete.

Bank Routing No.:	Account No.:	Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
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Contact for Billing Inquiries: Mr. Ms.

Billing Contact Phone: (940) 894-2161	Ext:	Fax (if applicable):
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Best Time to Make Contact Call: <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Billing Contact Email (required):
---	-----------------------------------

Will an associate, broker, or other third party be collecting and remitting Aflac premiums? Yes No
 If yes, provide the name and contact information below.

Name: JENNIFER FENOGLIO	Contact Phone: (940) 894-2161
----------------------------	----------------------------------

Account Name: MONTAGUE COUNTY TX

Tax ID: 75-6001078 Group No.: PYE86 Writing No.: AG4PD

3b. BILLING FREQUENCIES

Invoice Due Date: On what day of the month would you like your Aflac invoice to be due (o 1st or the o 15th)?

How often would you like to receive your invoice from Aflac?

Monthly (Aflac will bill for the number of deductions made the previous month. For example: Deductions made January 1st through the 31st will be due in February.)

Note: Moded accounts (8-, 9-, or 10-month billings) cannot accommodate weekly or biweekly deductions.

8-Month (8 invoices) 9-Month (9 invoices) 10-Month (10 invoices)

For 8-, 9-, or 10-month billings, indicate months when no deductions will be made:

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Quarterly (4 invoices)

Semiannual (2 invoices)

Annual (1 invoice)

For quarterly, semiannual, and annual, initial premiums must be submitted with applications.

Account Name: MONTAGUE COUNTY TX
 Tax ID: 75-6001078 Group No.: PYE86 Writing No.: AG4PD

3c. BILLING FORMAT

Check if account uses Social Security number for employee number.

In what order would you like your employees listed on your bill?
 (If more than one is checked, please number your choices according to priority.)

Alphabetic 1 Department No. _____ Employee No. _____

EXAMPLE: To request a bill with employees listed alphabetically under their department numbers, you would mark:

Alphabetic 2 Department No. 1 Employee No. _____

4. DEDUCTION INFORMATION

Employer Contributions: Does the employer pay any portion of this benefit? Yes No

If yes, please provide percent: _____% OR flat dollar amount: \$ _____
 Percent or dollar amount must be a whole number, such as 50% or \$10.

Based on the information provided in this section, Aflac will determine the number of deduction periods billed each month (when the account selects monthly billing).

If you choose a monthly billing frequency, indicate the number of payroll deductions made annually for insurance premiums.

Check if premiums are deducted at different frequencies for different employees (i.e., some employees are deducted weekly while others are deducted biweekly), and indicate the different frequencies that exist for the account. An additional account(s) will be established using this information.

Initial Deduction: When will premium deductions begin?

Note: The date of the first deduction should be the date the payroll account physically obtains funds from the employees. It does not necessarily equal the pay date for the employees. The 52, 26, 24, and 12 deductions do not apply to 8-, 9-, or 10-month billing.

52 Deductions—Date of first deduction: ____/____/____ Date of second deduction: ____/____/____

26 Deductions—Date of first deduction: 10 / 13 / 2022 Date of second deduction: 10 / 27 / 2022

24 Deductions—Date of first deduction: ____/____/____ Date of second deduction: ____/____/____

12 Deductions—Date of first deduction: ____/____/____ Date of second deduction: ____/____/____

Does employer withhold deductions on weekends? Yes No

X **NOTE:** By initialing this box, the employer understands that premium payments are due to Aflac by the due date listed on each invoice, and payments are considered past due 10 days after the invoice due date. Therefore, the employer will make every attempt to provide premium payments to Aflac by the due date on each invoice.

Account Name: MONTAGUE COUNTY TX
 Tax ID: 75-6001078 Group No.: PYE86 Writing No.: AG4PD

5. INFORMATION CONCERNING TAX STATUS OF DISABILITY INSURANCE BENEFIT PAYMENTS

If disability coverage is funded by employer contributions, pre-tax employee contributions, or a combination of these two, then the disability benefits an employee receives upon becoming disabled will be includible in the employee's income and are fully taxable when paid. In addition, FICA taxes must be withheld and paid on all such benefits during the first six months after the disability begins. Where, as noted below, coverage is funded by employer contributions or employee pre-tax contributions, Aflac will notify the employer of the amount of disability benefits to be paid. Aflac will withhold the employee's portion of FICA taxes and will deposit such taxes with the government as required by the Internal Revenue Code. **The employer will be required to submit the employer's portion of applicable FICA and FUTA taxes, and report the benefit payments on its Form 941 and the employee's Form W-2.**

Employer authorizes disability coverage to be included as part of this agreement: Yes No
 NOTE: At least one disability type must be marked if the question above is checked yes.

- All the remaining questions in the section below must be answered if disability is being offered.
- Authorized disability coverage types: Accident/Disability Short-Term Disability Off-the-job
 - Authorized riders: Off-the-job On-the-job Sickness Spouse

Will any portion of disability premiums be funded by employer contributions? Yes No
 If yes, please provide percent: _____ % OR flat dollar amount: \$ _____ Per

Will any portion of disability premiums be funded by pre-tax employee contributions? Yes No

This employer is a government employer exempt from FICA or a portion of FICA. Yes No

Employees of this employer are eligible for RRTA (Railroad Retirement Tax). Yes No

NOTE: Disability caused by or under certain circumstances will not be covered. Refer to each policy to determine specific coverage, exclusions, and limitations.

6. WINGSPANSM CAFETERIA PLAN

Please consult with employer's cafeteria plan contact to ensure accurate completion of the next section.

- New WingspanSM Cafeteria Plan
- WingspanSM Cafeteria Plan Change Request
- Requesting Additional Payroll Account Number for Existing WingspanSM Cafeteria Plan

Plan/Company Name: MONTAGUE COUNTY TX Tax ID: 75-6001078

Plan Type: **What type of cafeteria plan will this be? (FSA = Flexible Spending Account)**
 Premium Only – no FSAs Self-Administered with FSAs (employer processes FSA claims)

Plan Year: **What are the dates of this plan?**
 Plan Start Date: 10 / 01 / 2022 Plan End Date: 09 / 30 / 2023

Plan Sponsor/Legal Representative: **List the plan sponsor and legal representative for this cafeteria plan.**

Plan Sponsor/Principal Contact: <u>Jennifer Fenoglio</u>	Email address: <u>j.fenoglio@co.montague.tx.us</u>
Phone: <u>(940) 894-2161</u>	Fax:
Legal Representative's Name: <u>Jennifer Fenoglio</u>	Title: <u>COUNTY TREASURER</u>

Account Name: MONTAGUE COUNTY TX
 Tax ID: 75-6001078 Group No.: PYE86 Writing No.: AG4PD

Is this a leasing company or professional employee organization (PEO)? Yes No

Business Type: Corporation Sub S Corporation Partnership Sole Proprietorship
 Other GOVERNMENT

Eligibility: Indicate eligibility criteria (e.g., eligibility dates, exceptions) for your cafeteria plan.

Employees will become eligible: Immediately upon the first day of employment.
 On the 90 day following commencement of employment.
 On the first day of the month following _____ days of employment.
 Other _____

All employees will be eligible under the plan except: _____

Authorization to Add Benefits Mid-Year (Complete if adding benefits to a WingspanSM cafeteria plan at mid-year.)

Effective Start Date of Additional Benefits: _____ / _____ / _____

Cafeteria Plan Benefits: (To add, account must be qualified under Section 106 of the Internal Revenue Code.)

Check plans to add:

- Medical
- Short-Term Disability
- Dental
- Personal Sickness Indemnity
- Long-Term Disability
- Accident
- Group Term Life
- HSA (Section 223)
- Vision Care
- Cancer
- Specified Health Event
- Intensive Care
- Hospital Indemnity

Affiliated Companies: List the names and tax ID numbers of all affiliated companies adopting this plan.

Company Name: <u>MONTAGUE COUNTY TX</u>	Tax Identification Number: <u>75-6001078</u>
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7. SELF-ADMINISTERED FLEXIBLE SPENDING ACCOUNT INFORMATION

(not applicable to Premium-Only Plans)

FSA Type: Which types of FSAs will be included in this cafeteria plan? (Complete for self-administered plans.)

- Section 105: Unreimbursed medical expense annual maximum per participant requested by employer: \$ _____
 Check to include Grace Period option for this benefit.
- Section 129: Dependent child care annual maximum per participant cannot exceed \$5,000 by law.
 Check to include Grace Period option for this benefit.

8. OTHER CARRIER'S (NOT WINGSPANSM CAFETERIA PLANS) CAFETERIA PLAN INFORMATION

Please consult with employer's cafeteria plan contact to ensure accurate completion of next section.

Current plan year dates required: _____ / _____ / _____ through _____ / _____ / _____

Renewal dates required: _____ / _____ / _____ through _____ / _____ / _____

Authorization to Add Benefits Mid-Year (Complete ONLY if adding benefits to a non-WingspanSM cafeteria plan at mid-year.)

Effective Start Date of Additional Benefits: _____ / _____ / _____

Benefits (check new benefits to be added):

- Medical
- Short-Term Disability
- Dental
- Personal Sickness Indemnity
- Long-Term Disability
- Accident
- Group Term Life
- HSA (Section 223)
- Vision Care
- Cancer
- Specified Health Event
- Intensive Care
- Hospital Indemnity

Account Name: MONTAGUE COUNTY TX
Tax ID: 75-6001078 Group No.: PYE86 Writing No.: AG4PD

9. AUTHORIZATION AND SIGNATURES – EMPLOYER

Aflac assures you that you will be reimbursed without question for premium you advance for any employee who terminates after the premium is remitted but before payroll deductions commence. Aflac also agrees to hold you harmless from any claims against you due to any disagreements between your employees and our company with respect to the coverage provided under our insurance policies issued to your employees, except where caused by misconduct or negligence committed by you or any of your employees or violations of your responsibilities under state or federal laws.

The employer agrees to provide Aflac (and its agents) with certain personally identifiable information (including but not limited to compensation, Social Security numbers, addresses, etc.) regarding its officers and employees for Aflac (and its agents) to use in the administration of employer's cafeteria (including health and dependent care FSA) plan, and Aflac products and services.

Aflac is authorized to offer this insurance program to our officers and employees. I understand that all applicants must qualify for coverage based on each product's underwriting requirements and that payments for such coverage will be deducted from wages and remitted by my organization to Aflac. An Aflac representative will be given the opportunity to meet with only verified W2 employees of your business or eligible 1099 contractors.

The paragraph below only applies if establishing a WingspanSM cafeteria plan:

The employer plans to establish/amend a flexible benefits plan in accordance with Section 125 of the Internal Revenue Code. The employer acknowledges that neither Aflac nor its agents are providing legal or tax advice, nor serving as the plan administrator or a plan fiduciary under the plan. The employer shall be the sole party responsible for establishment of the plan under applicable law. Aflac shall have no power or authority to waive, alter, breach, or modify any terms and conditions of the plan. The employer shall retain all responsibility and liability for the plan, except as may otherwise be specifically agreed to in writing by an officer of Aflac. The plan sponsor/administrator should consult its own tax advisor regarding the plan and any changes to the plan. The employer acknowledges receipt of the Summary of Plan Sponsor Responsibilities and agrees to fulfill its responsibilities as stated therein.

Authorizing Officer's Name/Title (please print): Mr. Ms.

JENNIFER FENOGLIO, MONTAGUE COUNTY TREASURER

Authorizing Officer's Email Address:

j.fenoglio@co.montague.tx.us

Authorizing Officer's Signature: _____ Date: _____

X

Account Name: MONTAGUE COUNTY TX
 Tax ID: 75-6001078 Group No.: PYE86 Writing No.: AG4PD

10. BROKER INDICATOR INFORMATION ONLY

(This section is used for tracking purposes only and does not cause business to pend. This section should contain the writing number of the brokerage firm or producer responsible.)

Broker's Company Name: NO AFLAC BROKER INVOLVED
 Servicing Broker's Name: NO AFLAC BROKER INVOLVED
 Servicing Broker's Writing Number: NO AFLAC BROKER INVOLVED Employee ID No.: NO AFLAC BROKER INVOLVED

11. BROKER SECURITY/BLOCK

(This section is to be used only if the broker is going to be compensated via override/sit. code.)

Broker's Name: NO AFLAC BROKER INVOLVED
 Broker's Writing Number: NO AFLAC BROKER INVOLVED Sit. Code: NO AFLAC BROKER INVOLVED Level: NO AFLAC BROKER INVOLVED

Check here if there is no broker involved in this account.

12. ASSOCIATE/AGENT

I acknowledge that Aflac has the sole and absolute right to determine who shall solicit and service payroll deduction accounts, and Aflac may assign and/or reassign any account for servicing and designate who may solicit applications from persons in the account. I confirm that I am not an employee, officer, director, owner, or relative of any of the foregoing (or otherwise a party in interest as defined under ERISA). I acknowledge that, for Key Accounts as defined in the Key Account Management Procedures, the proper guidelines will be followed to provide the most efficient service to the account. I confirm that I will register any such account with Key Account Management, regardless of whether I use their assistance in the overall management and coordination of the enrollment. I understand that I am not authorized to collect premium from this account without specific written approval from Aflac.

Associate's/Agent's Signature: _____ Date: _____
 Associate's/Agent's Name KELLY E. HORTON
 Writing Number: AG4PD Sit. Code: 0 Geographical Code: TN
 Phone Number: 817-825-0389 Fax Number: _____

Did you obtain the account through a competitive takeover? Yes No

If yes, list the competitor(s) involved: _____

Note: A competitive takeover is when an existing voluntary carrier is already working with the account and the decision-maker decides to switch to Aflac.

Account Name: MONTAGUE COUNTY TX	
Tax ID: 75-6001078	Group No.: PYE86 Writing No.: AG4PD

AFFILIATE NAME	TAX ID	AFFILIATE NAME	TAX ID
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Account Name:	MONTAGUE COUNTY TX		
Tax ID:	75-6001078	Group No.:	PYE86
		Writing No.:	AG4PD

Group Short-Term Disability Insurance

Number of Eligible Employees at Company: _____	Participation Requirements (%): _____
--	---------------------------------------

(A minimum of 30% participation is required for all eligible employees.)

Guaranteed-Issue Only:

Benefit Amount	\$ _____
Elimination Period (Injury/Sickness)	_____
Benefit Period	_____

Simplified-Issue Only:

Benefit Amount	\$ _____
Elimination Period (Injury/Sickness)	_____
Benefit Period	_____

Group Short-Term Disability Approval Date: _____ / _____ / _____

Group Short-Term Disability Withdrawal Date: _____ / _____ / _____

Dental Requirements

Dental Plan Start Date: _____ / _____ / _____

Dental Plan Stop Date: _____ / _____ / _____

Number of Eligible Employees for Dental at Company: _____	Participation Requirements: _____
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Long-Term Care Requirements

Long-Term Care Plan Start Date: _____ / _____ / _____

Long-Term Care Plan Stop Date: _____ / _____ / _____

Revised Personal Short-Term Disability

Exempt From Standard Salary Income Chart: _____

Accident/Disability Revised Income Replacement

Exempt From Standard Salary Income Chart: _____

County Judge

From: Jan Bowerman <jabowerman@nortexrpc.org>
Sent: Tuesday, August 30, 2022 3:37 PM
To: County Judge
Subject: Nortex Housing Finance Corporation Reappointment
Attachments: MONTAGUE COUNTY RESOLUTION FOR 2022.doc

August 30, 2022

To: County Judges, Mayor of Wichita Falls

From: Dennis Wilde, Executive Director

Subject: Reappointments - Nortex Housing Finance Corporation

This memorandum relates to addressing the reappointments to the Board of the Nortex Housing Finance Corporation (NHFC). The term of Michael Smith ended in August 2022. At the last meeting of the Nortex Housing Finance Corporation, it was announced that his term was ending and it was the consensus of that Board that he be considered for reappointment. The decision on any appointments and/or reappointments is at the discretion of the governing entities which is the eleven Counties within the region and the City of Wichita Falls. As you are aware, Mr. Michael Smith has been on the Nortex Housing Finance Corporation board for over ten years and is willing to serve another five year term.

I have drafted a resolution to be passed by each Commissioner Court and the City of Wichita Falls to reappoint Mr. Michael Smith to serve on the Board of the Nortex Housing Finance Corporation. Attached is a copy of the resolution for your jurisdiction. In order for the reappointment to approved, the resolution needs to be passed by a majority of the eleven Commissioner Courts and the City of Wichita Falls. I would appreciate it if you would send me an executed copy of the resolution once your entity takes action. If the consensus of the governing bodies is for another individual to be appointed please let me know as soon as possible so I can send it out for consideration.

Thanks for your consideration in this matter. If you need this resolution in a hard copy, please email Jan Bowerman at jabowerman@nortexrpc.org. If you have any questions, please feel free to contact me.

Dennis Wilde
Executive Director
Nortex Regional Planning Commission

MONTAGUE COUNTY, TEXAS

RESOLUTION OF MONTAGUE COUNTY AUTHORIZING AND APPROVING THE REAPPOINTMENT OF INDIVIDUAL TO THE BOARD OF DIRECTORS OF THE NORTEX HOUSING FINANCE CORPORATION.

WHEREAS, pursuant to the Texas Housing Finance Corporation Act, Chapter 394, Texas Local Government Code, as amended, the Texas counties of Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, and Young, Texas (collectively, the "Sponsoring Entities") have formed a joint housing finance corporation named the Nortex Housing Finance Corporation (the "Corporation") to provide a means of financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for persons and families of low and moderate income; and

WHEREAS, Montague County is a member of the Corporation and has authorized the Corporation to act on its behalf and on behalf of the other Sponsoring Entities for the purposes set forth in the previous paragraph; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, a majority of the Sponsoring Entities must approve the appointment and/or reappointment of members of the Board of Directors of the Corporation; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, Montague County together with the Sponsoring Entities desires to appoint/reappoint existing members of the Board of Directors of the Corporation upon resignation or expiration of their current terms.

NOW, THEREFORE, Be It Resolved By the Commissioner Court of Montague County that:

Section 1. Board of Directors. That the following reappointment for the Board of Directors of the Corporation and the length of the term thereof are hereby authorized and approved;

<u>DIRECTOR</u>	<u>CURRENT TERM EXPIRES</u>	<u>NEWLY APPOINTED TERM EXPIRES</u>
Mr. Michael Smith	Reappointment	August 1, 2027

Section 2. Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this ____ day of _____ 2022.

By _____

Title: _____

ATTEST:

By _____

Title: _____

RESOLUTION FOR JOINT ELECTION

WHEREAS, the Governor of the State of Texas, so hereby orders a General Election to be held on November 8, 2022 in the County of Montague; and

WHEREAS, the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD have also called an election for Tuesday, November 8, 2022; and

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

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

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

WHEREAS, the Texas Election Code allows for an agreement in accordance with Section 271.002, whereby the County and the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD agree to hold a joint election on November 8, 2022.

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

Said Commissioners Court authorizes City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD to share the countywide polling places and any voting equipment necessary to conduct such election. Terms and conditions of the election will be identified by the election services contracts between Tom Weger, Katie Morman, Blake Enlow and Jason Briles, representatives for City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD and Ginger Wall, Montague County Elections Administrator.

PASSED AND APPROVED, THIS _____ DAY OF _____, 2022.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

JOINT ELECTION AGREEMENT

This Agreement is made and entered by the County of Montague, acting through its officers, Judge Kevin Benton, Montague County Judge, Ginger Wall, Montague County Election Administrator, City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD acting through Tom Weger, Katie Morman, Blake Enlow and Jason Briles for the leasing, programming, supervision, and tabulation of the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD Election.

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

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

- I. The election to be held on November 8, 2022, known as the General Election, shall be held jointly with the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD.
- II. The following locations shall serve as the common polling locations in the voting precincts where the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD is conducting an election following Chapter 43 of the Texas Election Code.

Precinct	Location
Early Voting	Montague County Community Room (Annex)
Early Voting	Bowie Bible Baptist
Early Voting	Nocona Community Room
Early Voting	Saint Jo Civic Center

Election Day County Wide polling

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

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

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

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

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

V. GENERAL CONDITIONS:

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

VI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

- B. Should the election be held as a joint election that allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared.
- C. Each entity shall be solely responsible for its own costs and expenses, including all programming fees and ballot cost to Election Systems and Software (ES&S), Invoices will be billed to City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD and City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD will be responsible for their share of the programming payable to Montague County. A separate lease agreement will not be submitted to City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD for the use of the Voting machines for the November 8, 2022 Election.
- D. Each participating authority agrees to pay the Montague County Elections Administrator an Election Supply fee in the amount of \$50.00 per entity. Costs for the Early Voting by Mail, forms, and notices shall be allocated by the Election Supply Fee.
- E. Each participating authority agrees to pay the Montague County Elections Administrator a 10% Supervision of Election fee as defined by Sec. 31.100(d) of the Texas Election Code; a fee for election services performed under an election services contract.
- F. An invoice shall be issued by Montague County Elections after Election Day for reimbursement. Please see EXHIBIT "A" for invoicing details.
- G. The Montague County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

VII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

VIII. COST OF THE ELECTION

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

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

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

For the County:
Kevin Benton, Montague County Judge
Ginger Wall, Montague County Election Administrator

For the Entity:
City of Saint Jo
Saint Jo ISD
Bowie ISD
Forestburg ISD

COUNTY OF MONTAGUE

DATE: _____ **By:** _____
County Judge

ATTEST:

Montague County Election Administrator

City of Saint Jo, Representative

BY:

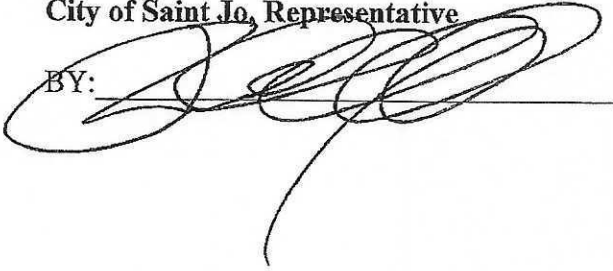
A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long trailing stroke extending downwards and to the right.

EXHIBIT "A"

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

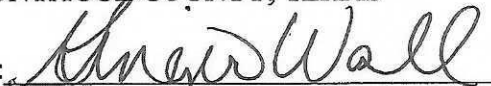
- ___ 40 ___ ExpressVote ADA Unit(s) (including head phone accessory)
- ___ 15 ___ DS200 (Ballot Counter)
- ___ 10 ___ POLLBOOK(s) (Voter Verification, Ballot Activator)
- ___ 1 ___ Printer Pack

ExpressVote (Voting Machine)	@ \$166.25 per machine	\$6650.00
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Pollbooks (Voter Verification)	@ \$57.50 per machine	\$ 575.00
ES&S Programming (Coding, Audio, Ballot Layout)		\$TBD
1 printer pack @ \$26.00 per day 3 days		\$ 78.00
10 % Supervision of Election fee		\$TBD
Logic & Accuracy testing publication		\$TBD
Precinct kit fee (election forms, ABBM, etc.)		\$ 50.00
Verizon MiFi pack usage		\$TBD
Vote Center Rental		\$TBD
1 Central Count Personnel		\$TBD
(split between other entities holding election TBD hours @ \$12 per hour)		

Approximate Total Due to Montague County \$1458.19
(County will pay 50%, entities split remaining balance)

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

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

LESSEE: 

JOINT ELECTION AGREEMENT

This Agreement is made and entered by the County of Montague, acting through its officers, Judge Kevin Benton, Montague County Judge, Ginger Wall, Montague County Election Administrator, City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD acting through Tom Weger, Katie Morman, Blake Enlow and Jason Briles for the leasing, programming, supervision, and tabulation of the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD Election.

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

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

- I. The election to be held on November 8, 2022, known as the General Election, shall be held jointly with the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD.
- II. The following locations shall serve as the common polling locations in the voting precincts where the City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD is conducting an election following Chapter 43 of the Texas Election Code.

Precinct	Location
Early Voting	Montague County Community Room (Annex)
Early Voting	Bowie Bible Baptist
Early Voting	Nocona Community Room
Early Voting	Saint Jo Civic Center

Election Day County Wide polling

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

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

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

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

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

V. GENERAL CONDITIONS:

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

VI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

- B. Should the election be held as a joint election that allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared.
- C. Each entity shall be solely responsible for its own costs and expenses, including all programming fees and ballot cost to Election Systems and Software (ES&S), Invoices will be billed to City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD and City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD will be responsible for their share of the programming payable to Montague County. A separate lease agreement will not be submitted to City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD for the use of the Voting machines for the November 8, 2022 Election.
- D. Each participating authority agrees to pay the Montague County Elections Administrator an Election Supply fee in the amount of \$50.00 per entity. Costs for the Early Voting by Mail, forms, and notices shall be allocated by the Election Supply Fee.
- E. Each participating authority agrees to pay the Montague County Elections Administrator a 10% Supervision of Election fee as defined by Sec. 31.100(d) of the Texas Election Code; a fee for election services performed under an election services contract.
- F. An invoice shall be issued by Montague County Elections after Election Day for reimbursement. Please see EXHIBIT "A" for invoicing details.
- G. The Montague County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

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- A. Any participating authority may withdraw from a joint election should it cancel its election in accordance with Sections 2.051-2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by Montague County Elections Office on behalf of the authority plus the administrative fee of such expenses.
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Kevin Benton, Montague County Judge
Ginger Wall, Montague County Election Administrator

For the Entity:
City of Saint Jo
Saint Jo ISD
Bowie ISD
Forestburg ISD

COUNTY OF MONTAGUE

DATE: _____ **By:** _____
County Judge

ATTEST:

Montague County Election Administrator

Saint Jo ISD, Representative

BY: Lecton Phillips

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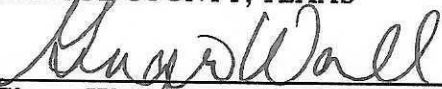
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MONTAGUE COUNTY, TEXAS

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

LESSEE: 

JOINT ELECTION AGREEMENT

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Ginger Wall, Montague County Election Administrator

For the Entity:
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Bowie ISD
Forestburg ISD

COUNTY OF MONTAGUE

DATE: _____ **By:** _____
County Judge

ATTEST:

Montague County Election Administrator

Bowie ISD Representative

BY: J. Blake Elow

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

LESSEE: 

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- G. Compensate Election Administrator for election expenses as set out in itemized cost estimate.

V. GENERAL CONDITIONS:

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

VI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

- B. Should the election be held as a joint election that allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared.
- C. Each entity shall be solely responsible for its own costs and expenses, including all programming fees and ballot cost to Election Systems and Software (ES&S), Invoices will be billed to City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD and City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD will be responsible for their share of the programming payable to Montague County. A separate lease agreement will not be submitted to City of Saint Jo, Saint Jo ISD, Bowie ISD and Forestburg ISD for the use of the Voting machines for the November 8, 2022 Election.
- D. Each participating authority agrees to pay the Montague County Elections Administrator an Election Supply fee in the amount of \$50.00 per entity. Costs for the Early Voting by Mail, forms, and notices shall be allocated by the Election Supply Fee.
- E. Each participating authority agrees to pay the Montague County Elections Administrator a 10% Supervision of Election fee as defined by Sec. 31.100(d) of the Texas Election Code; a fee for election services performed under an election services contract.
- F. An invoice shall be issued by Montague County Elections after Election Day for reimbursement. Please see EXHIBIT "A" for invoicing details.
- G. The Montague County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

VII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

VIII. COST OF THE ELECTION

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

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

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

For the County:
Kevin Benton, Montague County Judge
Ginger Wall, Montague County Election Administrator

For the Entity:
City of Saint Jo
Saint Jo ISD
Bowie ISD
Forestburg ISD

COUNTY OF MONTAGUE

DATE: _____ By: _____
County Judge

ATTEST:

Montague County Election Administrator

Forestburg ISD, Representative

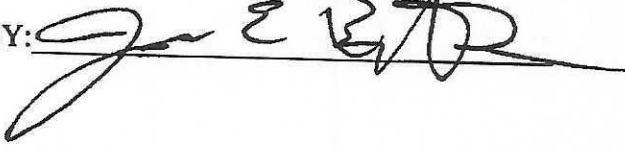
BY: 

EXHIBIT "A"

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

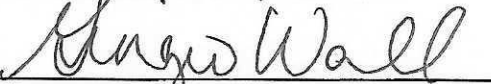
- 40 ExpressVote ADA Unit(s) (including head phone accessory)
- 15 DS200 (Ballot Counter)
- 10 POLLBOOK(s) (Voter Verification, Ballot Activator)
- 1 Printer Pack

ExpressVote (Voting Machine)	@ \$166.25 per machine	\$6650.00
DS200 (Ballot Counter)	@ \$287.50 per machine	\$4312.50
Pollbooks (Voter Verification)	@ \$57.50 per machine	\$ 575.00
ES&S Programming (Coding, Audio, Ballot Layout)		\$TBD
1 printer pack @ \$26.00 per day 3 days		\$ 78.00
10 % Supervision of Election fee		\$TBD
Logic & Accuracy testing publication		\$TBD
Precinct kit fee (election forms, ABBM, etc.)		\$ 50.00
Verizon MiFi pack usage		\$TBD
Vote Center Rental		\$TBD
1 Central Count Personnel		\$TBD
(split between other entities holding election TBD hours @ \$12 per hour)		

Approximate Total Due to Montague County \$1458.19
(County will pay 50%, entities split remaining balance)

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

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

LESSEE: 

LEASE OF SITE FOR BROADBAND FACILITIES

This Lease of site for Communications facilities (the "Lease") (Collectively the "Agreement") is made and entered into by and between Comcell, whose address is **Box 130 Windthorst, TX 76389** herein referred to as "Lessee", and the County of Montague whose mailing address is **Box 475 Montague, TX 76251** Herein after referred to as "Lessor".

1. Parties and Purposes. Lessor hereby agrees to provide Lessee with a Tower Site referred to "facilities" for housing and operating certain broadband communication equipment, including installation of transmitters, receivers, antenna or antenna systems, said facilities being more specifically described and/or depicted in (2. Location). Lessee agrees such facilities for such purpose, subject to the considerations, terms, and conditions specified in this Agreement.

2. Location. The facilities to be furnished Lessee are located in **Montague** County at **704 FM 455, Montague Texas**. The specific locations of Lessee's equipment and operations within the Site shall be referred to herein as the "Premises". The equipment shall be mounted in such a manner as to allow climbing access to the top of the tower.

3. Term. This Lease shall continue for a term of **5** years, commencing upon the signing by both parties of this lease. Lessee shall have the option to extend this Lease for 2 additional **24 month** terms by giving written notice of its intention to do so at least **3** prior to the end of the then current term.

4. Termination by Lessee. Lessee or Lessor may terminate this Lease at any time by providing written notice of its intent to terminate at least one hundred and twenty (120) days in advance of termination date (**after the expiration of the first term**).

5. Rent. Lessee shall pay Lessor \$200.00 per Month per tower site for the term of this lease commencing upon the installation of the equipment on the tower.

6. Access and Security. Lessee shall have the reasonable right of access to the Site and Premises, twenty-four (24) hours per day, seven (7) days per week. If keys are issued to the Lessee for the facilities, these keys may not be copied. Lessor reserves the right to change locks from time to time and reissue keys to Lessee to maintain Security. Lessee further understands it is desirable to limit access to the Site and Premises of specific people. The following people listed below have the right to carry keys in this lease.

1. Mike Humpert (940) 237-2234
2. Zac Scheffe (940) 631-6407

7. Electrical Interference. Lessee shall not cause electrical or radio frequency interference to Lessor or to any other lessee who is using the Site at the time of Lessee's installation of its equipment. Upon written notice from Lessor to Lessee of such interference, Lessee will take all reasonable steps to correct such interference in a timely manner from receipt of Lessor's notice. Lessee must follow all Federal Communication Commission rules that apply to Lessee's type of service operating at the Site.

8. Utilities. Electricity will be supplied by (X) Lessor (___) Lessee . The Lessee shall be responsible for having electrical lines ran to the proposed equipment site.

9. Taxes. Lessor shall be responsible for the declaration and payment of any applicable taxes or assessments against any property owned by Lessor at and including the Site. Lessee agrees to pay all such taxes which are assessed against the Lessee at this location for equipment the Lessee owns. Further Lessor is not responsible for any tax or assessments incurred at this location by the Lessee.

10. Liabilities and Indemnification. Lessee shall at all times comply with all laws and ordinances and rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify Lessor against any loss, cost or expense which may be sustained or incurred by Lessor as a result of Lessee's installation, operation or removal of said antenna system. Except as a result of its negligent or willful acts, or those of its agents or employees, neither party shall be liable to the other party for any losses, damages, cost and/or expenses suffered or incurred by any third party.

11. Condition of Site. Upon expiration, cancellation or termination of this Lease, Lessee will have the right to remove its equipment, antenna systems, fixtures and structures from the Site and Premises at the Lessee's cost and expense. Title to all such equipment, fixtures and structures shall remain with Lessee. Lessee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear and/or damages due to causes beyond Lessee's control.

12. Government Approval. This lease is valid only if the intended uses of the Site by Lessee are permitted by all local, municipal and governmental zoning ordinances applicable to this Site. Lessor agrees to provide reasonable cooperation and assistance to Lessee in obtaining all other permits or approvals required by governmental or regulatory agencies arising out of the intended use of the property by Lessee, with any expenses to be paid by Lessee.

13. Notices. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made if by certified mail, postage prepaid and return requested, overnight courier or hand delivery addressed to the party at the address set forth on Page 1 of this Agreement. Any such notice or demand shall be deemed to have been given or made three (3) days after it is deposited in the United States Postal Service, if mailed, and upon receipt if couriered or hand delivered. Either party may from time to

time designate any other address for this purpose by giving written notice thereof to the other party.

14. Default. Failure by any party to perform any obligation under this lease shall not constitute default, unless the party gives written notice of such failure to the other party and the other party fails to correct such failure within thirty (30) days of that notice.

15. Assignment and Subleasing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees and permitted assignees. Lessee shall not at any time assign this Lease or to sublet the Premises, or any part thereof, provided the Lessee shall first obtain Lessor's written consent thereto, which consent will not be unreasonably withheld or delayed; provided, further however, this Lease may be assigned, or the Premises may be sublet, without Lessor's consent, to any corporation which is a parent, subsidiary or affiliate of Lessee. For the purpose of this Section, a "parent" shall mean a corporation which owns not less than fifty-one (51) percent (%) of the outstanding stock of Lessee, a "subsidiary" shall mean any corporation not less than fifty-one (51) percent (%) of whose outstanding stock shall be owned by Lessee, and an "affiliate" shall mean any corporation not less than fifty-one (51) percent (%) of whose outstanding stock shall be owned by Lessee's parent. Upon such assignment of subletting to a parent, subsidiary, or affiliate of Lessee, such assignee or subtenant shall succeed to all rights and options (including renewal options) of the Lessee hereunder.

16. Relocation of Equipment. Lessor will not require Lessee to relocate its equipment on the Site in the way that will cause deterioration of Lessee's radio signal.

17. Marking and Lighting Requirements. Lessor acknowledges that it shall be responsible at Lessor's sole cost and expense, for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Lessor shall indemnify and hold harmless Lessee from any fines or liabilities caused by Lessor's failure to comply with such requirements.

18. Prior negotiations. This agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

19. Amendment. No revision of this Agreement shall be valid unless made in writing and signed by Lessor and Lessee or the authorized agent(s).

IN WITNESS WHEREOF, The parties have executed this Agreement, effective as of the date set forth below.

DATED: _____ LESSOR: _____

BY: _____ TITLE: _____

ACKNOWLEDGEMENTS

State of _____

County of _____

On this date _____

Before me personally appeared

_____ to be known to be the person who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last written above.

My commission expires: _____ Notary Public _____

DATED: _____ LESSEE: _____

BY: _____ TITLE: _____

ACKNOWLEDGEMENTS

State of _____

County of _____

On this date _____

Before me personally appeared

_____ to me known to be the person who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last written above.

My commission expires: _____ Notary Public: _____

MONTAGUE COUNTY SHERIFF'S OFFICE

Sheriff Marshall W. Thomas
Chief Deputy Jack Lawson



(940) 894-2491 Administration
(940) 894-2871 Communications
(940) 894-2114 Facsimile

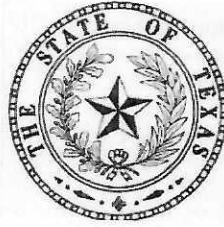
08/25/2022

Wise County recently voted for a resolution calling for additional measures to secure the Texas border. I would propose that Montague County do the same in order to support Governor Abbott's attempt to secure the border as well as show our support for Operation Lone Star being conducted by the Texas Department of Public Safety and the Texas National Guard. Montague County is directly impacted by the open border due to the amount of methamphetamine, marijuana, and possibly fentanyl coming from the cartels and being distributed here. Montague County Sheriff's Deputies have also arrested human smugglers in the county. The open border of Texas impacts the entire State of Texas.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marshall W. Thomas".

Sheriff Marshall W. Thomas



A Resolution Calling for Additional Measures to Secure the Border, Stop the Invasion at the Border, and Protect Our Communities

WHEREAS, the Preamble to the United States Constitution outlines the chief responsibility of the Federal Government is to "insure domestic tranquility" and "provide for the common defense";

WHEREAS, Article IV, Section 4 of the United States Constitution clearly states "The United States shall guarantee to every State in this Union a Republican Form of Government, and shall protect each of them against Invasion"; and

WHEREAS, Article IV, Section 7 of the Texas Constitution clearly states that the Governor of Texas "shall be Commander-in-Chief of the military forces of the State, except when they are called into actual service of the United States. He shall have power to call forth the militia to execute the laws of the State, to suppress insurrections, and to repel invasions"; and,

WHEREAS, cartels exploit weak and unsecure borders for their own power and profit, to the detriment of our communities; and

WHEREAS, cartels act as paramilitary, narco-terrorist organizations that profit from trafficking people and drugs into the United States;

WHEREAS, the United States has a drug epidemic whereby tens of thousands of Americans die every year and, specifically, Montague County has a major health and public safety issue with methamphetamines, which greatly impacts our communities, our families, our jail, our court system, and our other local resources; and

WHEREAS, the U.S. Customs and Border Patrol reports that CBP agents seized 192,000 pounds of methamphetamine at the southern border during 2021; and

WHEREAS, the ongoing border security crisis is not acceptable, and has resulted in a security threat and humanitarian disaster with overwhelming consequences to residents in the State of Texas; and

WHEREAS, numerous Texas border counties, experiencing local disaster situations as a result of inadequate border security, have passed declarations and resolutions calling for further action and security on the southern Texas border, and

WHEREAS, the Montague County Commissioners Court desires to express its support for those border counties and to express its desire for stronger border security measures, which impact all of our Texas communities;

NOW THEREFORE BE IT RESOLVED that the Montague County Commissioners Court:

- (1) recognizes our southern Texas border is suffering an invasion; and
- (2) Recognizes and affirms the sovereign and unilateral authority explicitly reserved to the States, respectively, under Article I, Section 10 of the United States Constitution and Article IV, Section 7 of the Texas Constitution to defend themselves against invasion, which has been exacerbated by the Federal Government's failure in meeting its constitutional obligation to "insure domestic tranquility", "provide for the common defense", "execute the laws", and "protect each [State] against invasion"; and
- (3) supports the state-led efforts of Operation Lone Star and the expanded operation authorities available under Article I, Section 10 of the United States Constitution and Article IV, Section 7 of the Texas Constitution; and
- (4) requests Governor Abbott to take necessary steps as allowed under Article I, Section 10 of the United States Constitution and Article IV, Section 7 of the Texas Constitution to secure the Texas border and stop the invasion at the border, including the actions by paramilitary, narco-terrorist cartels that pose a huge risk to our communities; and
- (5) calls on the Federal Government to uphold its duties to adequately secure and protect the borders of the United States.

Kevin Benton, County Judge

Roy L. Darden, Precinct 1 Commissioner

Mike Mayfield, Precinct 2 Commissioner

Mark Murphey, Precinct 3 Commissioner

Bob Langford, Precinct 4 Commissioner

ATTEST:

Kim Jones, County Clerk

DENTON COUNTY COMMISSIONERS COURT

08/02/2022

Month 22 Day 06 Year 2022

Court Order Number

12. C.

THE ORDER:

Approval of the Interlocal Cooperation Agreement for 2022-2023 between Denton County, Texas and Montague County, Texas, for the emergency housing and care of inmates if all beds at the Denton County Sheriff's Office are filled, and any appropriate action.

Motion by Mitchell

Seconded by Edmondson

County Judge
Andy Eads

Yes
Abstain
No
Absent

Commissioner Pct No 1
Ryan Williams

Yes
Abstain
No
Absent

Commissioner Pct No 2
Ron Marchant

Yes
Abstain
No
Absent

Commissioner Pct No 3
Bobbie J. Mitchell

Yes
Abstain
No
Absent

Commissioner Pct No 4
Dianne Edmondson

Yes
Abstain
No
Absent

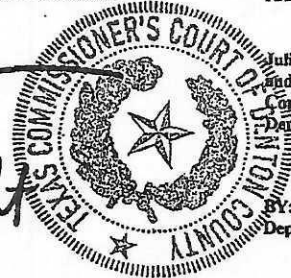
Motion Carried 3-0-0

Other Action: Pulled from Consent No Action Postponed

BY ORDER OF THE COMMISSIONERS COURT:

ATTEST:

Andy Eads
Presiding Officer



Juli Luke, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

APPROVED AS TO FORM:

John Todd
Assistant District Attorney

[Signature]
Deputy County Clerk

STATE OF TEXAS
COUNTY OF DENTON
COUNTY OF MONTAGUE

§
§
§
§
§

FY 2022-2023

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 sixty dollars (\$60) 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
1 Courthouse Drive, Ste 3100
Denton, Texas 76208

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 October 1, 2022 (or the date of execution if after October 1st) and ending on September 30, 2023.

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
1 Courthouse Drive, Ste 3100
Denton, Texas 76208

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.

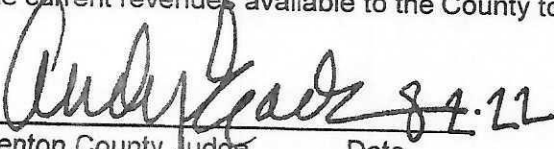
5.6 APPROVALS

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.



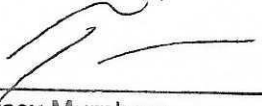
Denton County Judge Date
Andy Eads
Denton County, Texas

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

MONTAGUE COUNTY SHERIFF'S OFFICE

Sheriff Marshall W. Thomas
(940) 894-2491 Administration



(940) 894-2871 Communications
(940) 894-2114 Facsimile

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective this ____ day of _____, 2022, by and between the county of Hall (the "County" herein) and county of Montague, Montague County Sheriff's Office (the "Entity" herein), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County, for purposes of performing functions of law enforcement through its Sheriff's Office, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

WHEREAS, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

WHEREAS, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the County through its Sheriff's Office;

WHEREAS, the Entity desires to access TLETS through the current authorized connection of the County to assist the Entity in the investigation of crime;

WHEREAS, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

WHEREAS, the County, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

WHEREAS, the County desires to allow the Entity to access TLETS through the County's authorized connection for criminal justice purposes by the Entity, with the Entity bearing an additional cost related to the Entity gaining access to TLETS through the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. TERMS AND CONDITIONS

1. County agrees to allow Entity to access County's authorized TLETS connection for criminal justice purposes.
2. Entity agrees to bear any cost associated with Entity gaining access to and using County's TLETS connection.
3. Entity agrees that Entity's use of County's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state, and federal regulations.
4. Entity agrees that if County determines, in its sole and absolute discretion, that Entity's connection with County's TLETS connection has any negative affect on County's computer network, terminals, operations, or any administrative function of the County or the County's Sheriff's Office, then County may terminate this Agreement and remove Entity's connection to TLETS. In the event of such termination of the Agreement and the server connection, County shall bear no cost of liability to Entity and the indemnification of Section 2 of Article II shall remain in full force and effect.

II. MISCELLANEOUS

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any law of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement: provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorney's fees arising out of this Agreement based upon any willful or negligent act or omission of the County, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement executed by the parties.
5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Hall County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the County and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other

- than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
 8. The effective date of this Agreement shall be the date of the last of the parties to approve and ratify this Agreement.

County of Hall, Texas

Approved and entered into on the _____ day of _____, 2022.

County of Montague, Texas

Approved and entered into on the _____ day of _____, 2022

Appendix N

REVISION TO PLAT

Name of Subdivision: Eagles Landing

Recorded in Volume _____, Page _____ of the Real Property Records of Montague County, Texas
Inst. # 2102021

Commissioner Precinct No.: 2

Owner/subdivider/developer:
Homer and Carolyn Greear

Owner/subdivider/developer's Mailing Address:
7035 Bridges Ave. Richland Hills, TX 76118

Owner/subdivider/developer's Phone Number(s):
817-239-1364

Lots or Tracts to be revised (include Unit, Section or Phase # if applicable):
13 + 14 12 to 12R 13 + 14 = 13R

Resulting Lot Number to be Known As: 12R + 13R

Lienholder: Yes No

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

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

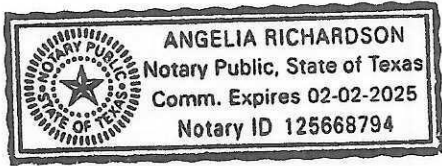
The signature affixed below will certify that the owner/subdivider/developer of the described property does hereby request to revise the plat of the property. The owner/subdivider/developer certifies that any and all lienholders have acknowledged this revision as per the attached Lienholder's Acknowledgement,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

Homer Greear Carolyn Greear
(Owner/subdivider/developer's Signature)

Homer and Carolyn Greear
(Printed name)

THE STATE OF TEXAS §
 §
COUNTY OF MONTAGUE §

SWORN TO AND SUBSCRIBED before me by Homer & Carolyn Greear
_____ on the 12th day of August, 2022.



Angelia Richardson

Notary Public in and for
The State of Texas

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

MONTAGUE COUNTY JUDGE

ATTEST: _____
MONTAGUE COUNTY CLERK

Greear Re-Plat

Gene Greear <greearz71@gmail.com>

Mon 8/15/2022 8:57 AM

To: Angelia Richardson <arichardson@co.montague.tx.us>

We are requesting Rabbit Court to be vacated in the Eagles Landing Subdivision.

Thank you,

Homer and Carolyn Greear