



**Montague County Tax Appraisal District**

PO Box 121  
7549 State Hwy 175 N  
Montague, Texas 76251-0121

June 13, 2025



To All Taxing Entities:

Please see the attached enclosures:

The proposed budgets for 2026 are being submitted to your governing body for approval.

If you would like an Appraisal District representative at your meeting to present the Proposed Budgets, please contact us.

We fully appreciate the challenges we all face in light of the growth and increase cost of goods & services. The budget proposal is driven by a focus on cost-containment and reduction in operating expenses where possible. The 2026 budget includes contract and insurance increases.

We are continuing to give back 90% in interest earned, miscellaneous and rent income back to the entities in the form of a credit against the budget (see page 3 of the Appraisal Budget and page 2 of the Collections budget).

Texas voters will vote in November for an increased homestead & over 65 exemption for schools. If that passes more of the burden of the Appraisal Budget will shift to all other entities like the previous increases.

The abundance of growth we continue to see in the county is not showing any indication of slowing down. We are continuing to maintain 5 staff members as we have for 37 years. We will continue to serve each of you in a professional manner.

Thank you, for your kind attention to this request. If you have questions, please do not hesitate to contact me.

Sincerely,

*Kim Haralson*

Kim Haralson

# **Montague County Tax Appraisal District 2026 – Proposed Appraisal Budget**

## **Taxing Entities:**

**Alvord ISD  
City of Bowie  
Bowie ISD  
Forestburg ISD  
Goldburg ISD  
Montague County  
Montague ISD  
City of Nocona  
Nocona Hospital District  
Nocona ISD  
Prairie Valley ISD  
City of Saint Jo  
Saint Jo ISD  
Slidell ISD**

# **Montague County Tax Appraisal District Board of Directors**

**David Fenoglio – Chairman**

**Bret Meekins– Secretary**

**Kathryn Phillips**

**Randy West**

**Trent Myers**

# Montague County Tax Appraisal District - Appraisal Budget 2026 - PROPOSED

	Budgeted 2024	Used 2024	Budgeted 2025	Actual to 6/2/2025		%	used	Proposed 2026	(+/-) previous year
<b>Employee Expenses</b>									
Salaries & Benefits	447,344.37	447,344.37	449,602.17	185,195.32				480,334.26	30,732.09
<b>Appraisal Services</b>									
Vehicle Expense	1,500.00	1,500.00	1,500.00	0.00			0.0%	1,500.00	0.00
Fuel	4,000.00	4,000.00	4,000.00	37.96			0.9%	4,000.00	0.00
Mapping Services	11,500.00	11,500.00	11,500.00	5,750.00			50.0%	12,700.00	1,200.00
Appraisal Contract (P&A)	116,000.00	116,000.00	121,800.00	60,900.00			50.0%	127,890.00	6,090.00 *
Appraisal Contract (R&P)	191,850.00	191,850.00	191,850.00	72,000.00			37.5%	191,850.00	0.00
<b>Special Services</b>									
Audit & Accounting	11,600.00	11,600.00	11,600.00	10,800.00			93.1%	11,600.00	0.00
Appraisal Review Board	5,000.00	5,000.00	5,000.00	900.00			18.0%	5,000.00	0.00
Professional Fees	6,000.00	6,000.00	6,000.00	1,962.19			32.7%	6,000.00	0.00
Auto Insurance	700.00	700.00	800.00	0.00			0.0%	900.00	100.00 *
Gen Liability Insurance	550.00	550.00	550.00	0.00			0.0%	550.00	0.00
Insurance-Contents/Bldg	2,200.00	2,200.00	2,300.00	0.00			0.0%	2,400.00	100.00 *
Officials Liab Bond/Cyber S	900.00	900.00	2,860.00	0.00			0.0%	2,860.00	0.00 *
Education AD	3,000.00	3,000.00	3,000.00	311.00			10.4%	3,000.00	0.00
Dues & Subscription AD	5,000.00	5,000.00	5,000.00	218.01			4.4%	5,000.00	0.00
<b>Office Expenses</b>									
General Supplies AD	1,500.00	1,500.00	1,500.00	598.85			39.9%	1,500.00	0.00
Postage AD	28,500.00	28,500.00	28,500.00	11,243.77			39.5%	28,500.00	0.00
Office Supplies AD	5,000.00	5,000.00	5,000.00	1,416.79			28.3%	5,000.00	0.00
Ads & Legal Notices	5,000.00	5,000.00	5,000.00	899.19			18.0%	5,000.00	0.00
Office Equip Maint AD	1,500.00	1,500.00	1,500.00	1,554.57			103.6%	1,500.00	0.00
Appraisal Notice	18,000.00	18,000.00	18,000.00	1,733.80			9.6%	18,000.00	0.00
PC Expense/Accounting S	1,000.00	1,000.00	3,160.00	1,679.20			53.1%	3,160.00	0.00 *
Rent Equip AD	1,600.00	1,600.00	1,600.00	180.51			11.3%	3,400.00	1,800.00
<b>Building Expense</b>									
Janitor/Gbg Svc AD	8,000.00	8,000.00	8,000.00	3,003.20			37.5%	9,300.00	1,300.00
Electricity AD	5,000.00	5,000.00	5,000.00	1,765.57			35.3%	5,000.00	0.00
Telephone AD	3,200.00	3,200.00	3,200.00	1,586.12			49.6%	3,200.00	0.00
Water AD	800.00	800.00	800.00	178.16			22.3%	800.00	0.00
Building Repairs AD	2,400.00	2,400.00	2,400.00	0.00			0.0%	2,400.00	0.00
<b>Computer Maintenance</b>									
Mapping Software	3,500.00	3,500.00	3,500.00	1,750.00			50.0%	3,500.00	0.00
Computer Software AD	27,340.00	27,340.00	27,340.00	12,378.24			45.3%	28,707.00	1,367.00
Gemini Mapping AD	1,000.00	1,000.00	1,000.00					1,000.00	0.00
Required Website	2,200.00	2,200.00	2,520.00					2,520.00	0.00 *

	Budgeted 2024	Used 2024	Budgeted 2025	Actual to 6/2/2025	% used	Proposed 2026	previous year
NextARB Software	2,500.00	2,500.00	2,500.00	2,500.00		2,500.00	0.00
Minerals Software						3,750.00	3,750.00
Building Capital	2,500.00	2,500.00	2,500.00		0.0%	2,500.00	0.00
Computer Capital	2,500.00	2,500.00	2,500.00		0.0%	5,000.00	2,500.00
Vehicle Capital	2,500.00	2,500.00	2,500.00		0.0%	2,500.00	0.00
Office Equip Capital	2,000.00	2,000.00	2,000.00		0.0%	2,000.00	0.00
<b>Total Expenses</b>	<b>934,684.37</b>	<b>934,684.37</b>	<b>947,382.17</b>	<b>380,542.45</b>	<b>40.17%</b>	<b>996,321.26</b>	<b>48,939</b>
% of Increase or Decrease from previous year							
			1.36%			5.17%	
				* indicates contract increase			
<b>Entity</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>				
	Tax Levy	Tax Levy	Tax Levy	Parcel #			
Alvord ISD	423,742.97	359,615.21	385,758.97	293			
Bowie ISD	12,027,515.16	9,732,727.11	9,977,514.78	28,817			
City of Bowie	2,179,212.61	2,319,550.95	2,581,906.42	3,776			
Forestburg ISD	1,888,730.77	1,438,764.62	1,672,477.19	4,953			
Goldburg ISD	1,440,945.40	1,293,908.31	1,259,755.58	6,956			
Montague County	11,927,765.37	12,713,328.40	13,013,815.97	63,301			
Montague ISD	482,764.48	369,518.32	423,273.62	1,568			
City of Nocona	637,890.45	660,333.97	659,446.70	2,077			
Nocona ISD	3,202,993.49	2,512,099.82	3,844,699.71	8,907			
Nocona Hospital District	920,539.49	1,017,384.93	1,119,849.33	13,575			
Prairie Valley ISD	1,069,211.36	850,072.58	889,011.00	4,675			
City of Saint Jo	286,416.61	320,681.87	322,868.23	731			
Saint Jo ISD	2,248,560.17	1,940,298.33	1,850,406.03	9,456			
Slidell ISD	6,491.80	6,789.79	5,367.39	22			
<b>Total</b>	<b>38,742,780.13</b>	<b>35,535,074.21</b>	<b>38,006,150.92</b>				

Montague County Tax Appraisal District  
P.O. Box 121

Montague TX 76251-0121

**2026 Appraisal Budget (PROPOSED)**  
(Montague County only)

Budget - \$977,377

Entity	2024 Adjusted Tax Levy	%	2026 Annual	2026 Quarterly	2025 Annual	2025 Quarterly
Alvord ISD	385,758.97	1.0150%	9,920	2,480	9,531	2,383
Bowie ISD	9,977,514.78	26.2524%	256,585	64,146	246,962	61,741
City of Bowie	2,581,906.42	6.7934%	66,397	16,599	63,800	11,986
Forestburg ISD	1,672,477.19	4.4005%	43,009	10,752	41,370	10,343
Goldburg ISD	1,259,755.58	3.3146%	32,396	8,099	31,161	7,790
Montague County	13,013,815.97	34.2413%	334,667	83,667	321,667	80,417
Montague ISD	423,273.62	1.1137%	10,885	2,721	10,452	2,613
City of Nocona	659,446.70	1.7351%	16,958	4,240	16,284	4,071
Nocona ISD	3,844,699.71	10.1160%	98,871	24,718	95,152	23,788
Nocona Hospital District	1,119,849.33	2.9465%	28,798	7,200	27,662	6,916
Prairie Valley ISD	889,011.00	2.3391%	22,862	5,715	22,338	5,585
City of Saint Jo	322,868.23	0.8495%	8,303	2,076	7,972	1,993
Saint Jo ISD	1,850,406.03	4.8687%	47,586	11,896	45,792	11,448
Slide II ISD	5,367.39	0.0141%	138	34	133	33
Total	38,006,150.92	100%	977,376 (Estimate)	244,344 (Estimate)	940,276	231,105

**Budgeted Revenue**  
- Less Interest Revenue 996,321  
- Less Misc Revenue 11,223  
- Less Rent Income 4,721  
Entity Budget Revenue 3,000  
977,377

# **Montague County Tax Appraisal District 2026 Proposed Tax Collections Budget**

## **Taxing Entities:**

**City of Bowie**

**Bowie ISD**

**Goldburg ISD**

**Montague ISD**

**Prairie Valley ISD**

**City of Saint Jo**

**Saint Jo ISD**

# **Montague County Tax Appraisal District Board of Directors**

**David Fenoglio – Chairman**

**Bret Meekins– Secretary**

**Kathryn Phillips**

**Randy West**

**Trent Myers**

# Montague County Tax Appraisal District - Tax Collections Budget 2026 - PROPOSED

		Budgeted 2024	Used 2024	Budgeted 2025	Actual to 6/2/2025	% used	Proposed 2026	(%)- previous year
<b>Employee Salaries &amp; Benefits</b>								
Salaries & Benefits		52,804.00	52,552.09	62,613.31	26,512.05		67,475.59	4,881.78
<b>Education</b>								
Bonds & Insurance TC		550.00	739.90	1,290.00	0.00	0.0%	1,290.00	0.00
Professional Fees		2,000.00	1,712.69	3,000.00	554.66	18.5%	3,000.00	0.00
Education TC		250.00	250.00	1,250.00	144.00	11.5%	1,250.00	0.00
Audit & Accounting Fees TC		2,900.00	2,700.00	2,900.00	2,700.00	93.1%	2,900.00	0.00
<b>Office Expenses</b>								
General Supplies TC		500.00	489.33	700.00	149.73	21.4%	700.00	0.00
Postage TC		14,500.00	14,500.00	16,500.00	0.00	0.0%	16,500.00	0.00
Office Supplies TC		2,500.00	2,132.34	2,500.00	357.19	14.3%	2,500.00	0.00
Tax Roll/Statements		6,000.00	4,852.28	6,000.00	0.00	0.0%	6,000.00	0.00
Office Equipment Maint TC		500.00	155.65	500.00	388.66	77.7%	500.00	0.00
PC Expense TC		600.00	16.17	800.00	419.80	52.5%	800.00	0.00
<b>Building Expense</b>								
Janitor/Gbg Svc TC		1,265.00	1,700.30	2,000.00	750.80	37.5%	2,000.00	0.00
Electricity TC		1,250.00	600.50	1,250.00	422.75	33.8%	1,250.00	0.00
Telephone TC		550.00	749.78	800.00	382.52	47.8%	800.00	0.00
Water TC		200.00	115.44	200.00	44.55	22.3%	200.00	0.00
Rent TC		3,000.00	3,000.00	3,000.00	1,250.00	41.7%	3,000.00	0.00
<b>Computer Maintenance</b>								
Computer Software TC		6,080.00	6,271.72	6,590.00	3,094.56	47.0%	6,382.66	-207.34
Required Website		480.00	480.00	630.00	0.00	0.0%	630.00	0.00
Required TNT Website		1,000.00		1,054.00	0.00	0.0%	1,054.00	0.00
<b>Total Expenses</b>								
		96,929.00	93,018.19	113,577.31	37,171.27	32.7%	118,232.24	4,655
<b>% of Increase or Decrease from previous year</b>								
				17.18%			4.10%	

Montague TX 76251-0121

Budget -	\$110,688									
Entity		Statement #	%	2026 Annual	2026 Quarterly	2025 Annual	2025 Quarterly			
Bowie ISD		28,817	51.478%	\$56,980	\$14,245	\$54,324	\$13,581			
City of Bowie		3,776	6.745%	\$7,466	\$1,867	\$7,120	\$1,780			
Goldburg ISD		6,956	12.426%	\$13,754	\$3,439	\$13,116	\$3,279			
Montague ISD		1,568	2.801%	\$3,100	\$775	\$2,953	\$738			
Prairie Valley ISD		4,675	8.351%	\$9,244	\$2,311	\$8,815	\$2,204			
City of Saint Jo		731	1.306%	\$1,445	\$361	\$1,378	\$345.00			
Saint Jo ISD		9,456	16.892%	\$18,697	\$4,674	\$17,809	\$4,452			
Totals		55,979	100%	\$110,688 (Estimate)	\$27,672 (Estimate)	\$105,515	\$26,379			
Entity Budget Revenue		\$118,232								
Tax Certificate		\$2,581								
Interest		\$4,837								
Miscellaneous		\$126								
		\$110,688								

## **ELECTION JUDGES FOR COUNTY ELECTIONS**

**One year term beginning on August 1, 2025**

**Appointed by Commissioner's Court**

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

### **Voting Precinct**

<b>Countywide Location</b>	<b>Judge</b>	<b>Alternate Judge</b>
Bowie Public Library	Carla Lasater	Patricia Graham
Bowie Senior Citizen Center	Linda Proctor	Linda VanVactor Hardison
Forestburg Comm. Center	Mitzi Stephenson	Charlie Sims
Montague County Annex	Nora Hodges	Glenda Henson
Nocona City Hall Council Room	Brenda Pirkey	Michelle Fenoglio-Toerck
Nocona Tales N Trails Museum	Vicki Morton	Sandra Reynolds
Ringgold Fire Hall	Daniel Alexander	Carla Fuller
Saint Jo Civic Center	Barbara Reynolds	Deborah Parker
Sunset City Hall	Judith Moon	Michael Horan
Valley View Baptist Church	Linda Eldred	Tommy Eldred
EV Montague County Annex	Nora Hodges	Mitzi Stephenson
EV Bowie Senior Citizen Center	Linda Proctor	Linda VanVactor Hardison
EV Nocona City Hall Council Room	Brenda Pirkey	Vicki Morton
EV Saint Jo Civic Cener	Barbara Reynolds	Deborah Parker
Alternates and Clerks:	Brooks Friend	Karen Burgess-Applewhite
	Cathy Harris	Lisa Scruggs
	Dawn Griffin	Lua Brown
	Debbie Eckeberger	Marsha Tucker
	Douglas Moon	Patricia Fenoglio
	Jennifer Dingler	Rebecca Hankamer
	Kathy Quinn	

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

**Central Counting Station Manager: Ginger Wall**

**Tabulation Supervisor: Laurie Ritchie**

**Tabulation Supervisor assistant(s): Karlee Richards**

**Montague County Early Voting Ballot Board and Partial Manual Count Board:**

**Karlee Richards, Kasie Hamilton, and Tara Vicari**



## QUOTE

Quote Nbr.: 3225-1  
Quote Date: 7/14/2025  
Valid Until: 8/14/2025  
Sales Person: Noah Sowers  
Customer ID: 102589  
Reference:  
Total Weight: 3,698  
For: Ben Roach  
Contract Nbr: 230301 TIPS FURNITURE CONTRACT  
Contract Type: Tips Contract

Datum Storage Solutions  
89 Church Road  
PO Box 355  
Emigsville, PA, 17318  
Phone: (717) 764-6350

Web: [www.datumstorage.com](http://www.datumstorage.com)

FOR:  
Southwest Filing & Storage  
2 Arabian Court  
Mansfield TX 76063  
United States of America

SHIP TO:  
Montague County District Clerk  
1685 Melton Rd  
Sanger TX 76266  
United States of America  
Attn: BEN ROACH

Description:  
Montague DC - 4-Posts

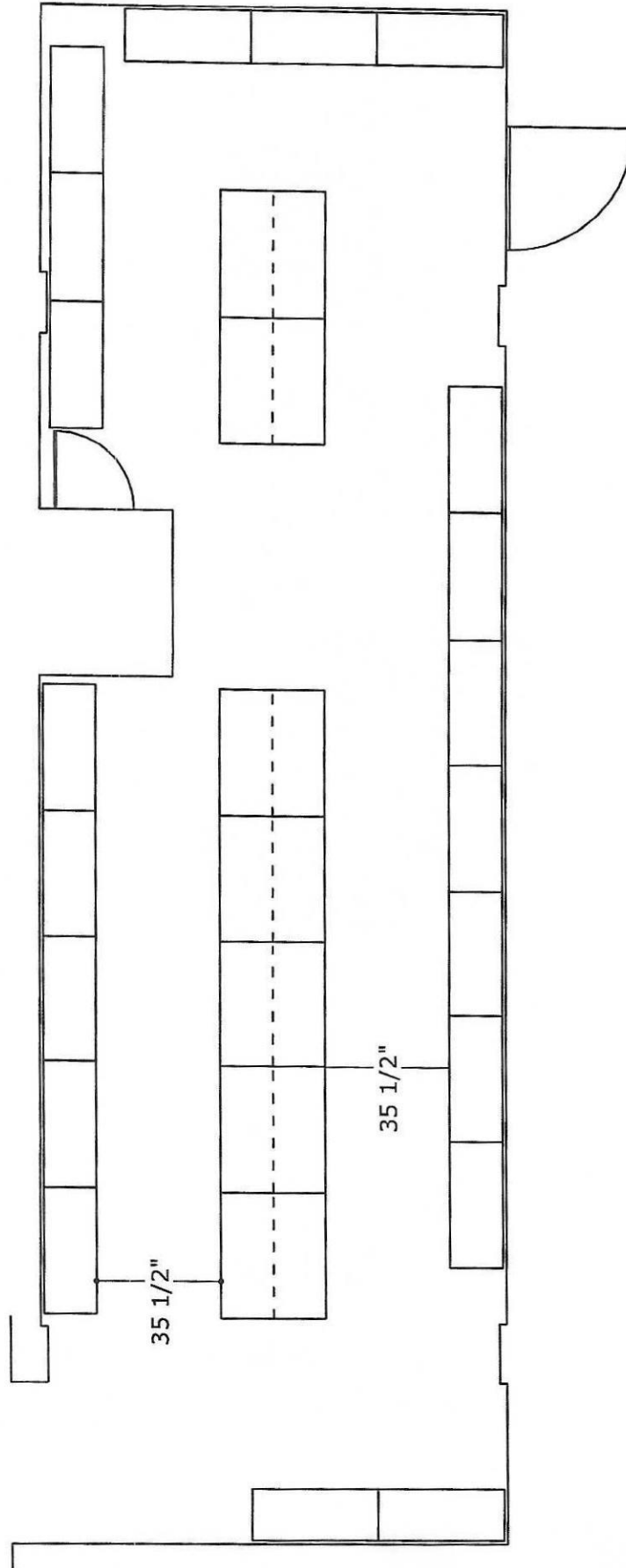
NO.	ITEM	QTY.	UOM	PRICE	Weight	DISC.	AMOUNT
1	761536-S6: STARTER SINGLE ENTRY SHELVING 6 OPENINGS 15" X 36" X 76"	5.0000	EA	717.0000	555	34%	2,366.10
2	761536-A6: ADDER SINGLE ENTRY SHELVING 6 OPENINGS 15" X 36" X 76"	15.0000	EA	594.0000	1,350	34%	5,880.60
3	763036-S6: STARTER DOUBLE ENTRY SHELVING 6 OPENINGS 30" X 36" X 76"	2.0000	EA	1,125.0000	386	34%	1,485.00
4	763036-A6: ADDER DOUBLE ENTRY SHELVING 6 OPENINGS 30" X 36" X 76"	5.0000	EA	907.0000	795	34%	2,993.10
5	FDL: MOVABLE DIVIDER	612.0000	EA	5.7000	612	34%	2,302.34
6	INSTALLATION: INSTALLATION CHARGE	1.0000	EA	5,115.0000	0	0%	5,115.00

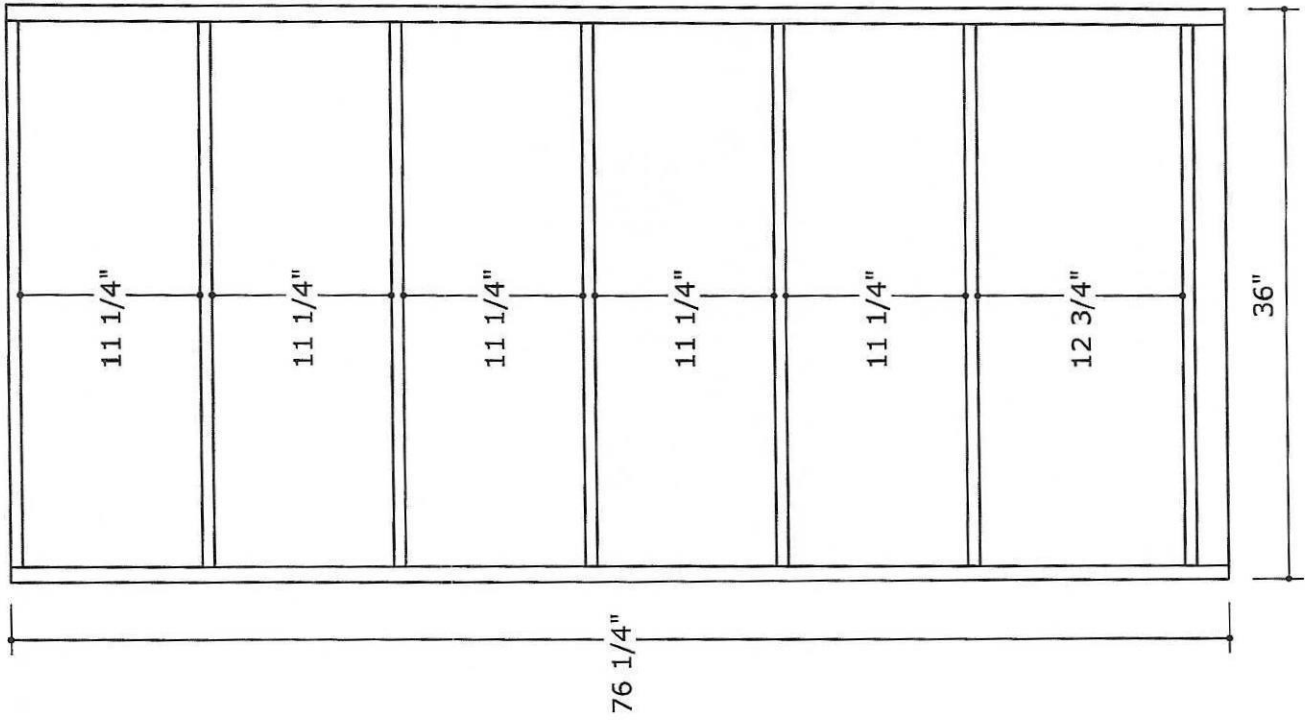
Quote Total: 27,883.40  
Less Discount: 7,741.26  
Total (USD): 20,142.14

Signature:

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Notes:





**REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES**

**Chief Public Defender**

Edward Ray Keith

P.O. BOX 2097  
LUBBOCK, TX 79408  
MAIN: (806)696-3740  
FAX: (806)696-3750



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

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

***RE: FY2026/27 Interlocal Agreement***

Honorable Judge Lewis:

The current Interlocal Agreement expires September 30, 2025. Enclosed is the new Interlocal Agreement for the FY2026/27 biennium. The attached Interlocal begins October 1, 2025 and expires September 30, 2026; it will automatically renew on October 1, 2026 and expire September 30, 2027.

The allocations for the new biennium are remaining the same as the previous biennium.

The signed Interlocal is due back to us by September 30, 2025 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in dark ink, appearing to read "Edward Ray Keith, Jr.", with a stylized flourish at the end.

Edward Ray Keith, Jr.

Austin  
(512)756-4621

Dallas  
(972)551-0100

Lubbock  
(806)641-8407

Pearland  
(979)266-7613

San Angelo  
(325)617-5405

San Antonio  
(210)886-8789

## INTERLOCAL AGREEMENT

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

### RECITALS

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

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

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

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

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

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

### ARTICLE I PROGRAM

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

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2025 and continue through September 30, 2026. Thereafter, the agreements shall renew automatically on October 1<sup>st</sup> for one successive one-year term through September 30, 2027, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

## **ARTICLE II** **OTHER TERMS AND CONDITIONS**

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

**If to RPDO:**

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

**If to Participant:**

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

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

- (c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

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

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF MONTAGUE

\_\_\_\_\_  
Board Chairman

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Board Secretary

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

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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

REVIEWED FOR FORM:

REVIEWED FOR FORM:

\_\_\_\_\_  
Slater C. Elza  
Underwood Law Firm  
General Counsel

County	FY26	FY27
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fannin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
Knox County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL  
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: \_\_\_\_\_

As the District Judge for the \_\_\_\_\_ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: \_\_\_\_\_, Defendant, in the following criminal case pending before this Court:

*State of Texas v.* \_\_\_\_\_;

Cause No. (if available) and/or Warrant No.: \_\_\_\_\_;

and by submitting this application further certify as follows:

- \_\_\_\_\_ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between \_\_\_\_\_ County and the RPDO, deny this application and refuse the appointment to this case.

\_\_\_\_\_  
Honorable Judge  
(Printed Name): \_\_\_\_\_

\_\_\_\_\_ District Court  
\_\_\_\_\_ County, Texas

Received by the RPDO on \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name)

**MONTAGUE COUNTY, TEXAS**

**RESOLUTION OF MONTAGUE COUNTY AUTHORIZING AND APPROVING  
THE APPOINTMENT AND REAPPOINTMENT OF INDIVIDUALS 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 appointment and 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 REAPPOINTED TERM EXPIRES</u>
Paul Wylie	August 1, 2025	August 1, 2030

*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 \_\_\_\_\_ 2025.

By \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title: \_\_\_\_\_

**NORTEX REGIONAL PLANNING COMMISSION  
SOLID WASTE INTERLOCAL AGREEMENT**

**County of Montague  
25-03-04  
Local Solid Waste Management Plans**

The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with Nortex Regional Planning Commission by authority granted in the Current Appropriations Act; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Disposal Fund.

The Nortex Regional Planning Commission has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

This Interlocal Agreement is entered into by and between the parties named below. Neither the TCEQ nor the State of Texas is a party to this Contract Agreement.

**I. CONTRACTING PARTIES**

The Council of Government: Nortex Regional Planning Commission

The Subcontractor: County of Montague

**II. SERVICES TO BE PERFORMED:**

See "Attachment B – Work Program of Subcontractor"

**III. BUDGET AND PAYMENT PROCEDURES:**

See "Attachment D – Budget and Payment Procedures"

**IV. ADDITIONAL CONTRACT PROVISIONS:**

See "Attachment A – Special Contract Provisions  
Attachment E – General Contract Provisions"

**COUNCIL OF GOVERNMENT**

Nortex Regional Planning Commission  
P.O. Box 5144  
Wichita Falls, Texas 76307  
(940)322-5281

Dennis Wilde 7-21-25

Dennis Wilde                      Date  
Executive Director

**SUBCONTRACTOR**

County of Montague  
11339 State Highway 59 North  
Montague, Texas 76251  
940/894-2561

\_\_\_\_\_  
Kevin Benton                      Date  
County Judge

**Nortex Regional Planning Commission  
Solid Waste Interlocal Agreement**

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**Nortex Regional Planning Commission  
Solid Waste Interlocal Agreement**

**Attachment A**

**A. Special Contract Provisions**

**Article 1 Period of Performance**

The period of performance for this interlocal Agreement begins on April 1, 2025 and ends on August 31, 2025.

**Article 2 Scope of Services**

All parties agree that the **County of Montague**, SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services with Nortex Regional Planning Commission (NRPC) as specifically described in the Special and General Provisions of this Solid Waste Interlocal Agreement.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon budget shown in Attachment D of this Agreement.

**Article 3 Obligations**

**(a). Funding Limitations**

It is the understanding of the parties that the source of funds provided by the TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to the completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF. The **County of Montague** shall place this notice in all subgrants and subcontracts.

**(b). Measure of Liability**

In consideration of full and satisfactory performance hereunder, NRPC will be liable to SUBCONTRACTOR in an amount equal to the actual costs incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. NRPC is not liable for expenditures made in violation of "General Provisions for Texas Commission on Environmental Quality's List of Prohibited Activities"; Article 8 outlines supplemental funding standards as defined by the Texas Commission on Environmental Quality (TCEQ).

2. NRPC is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Agreement which have not been billed to NRPC within thirty (30) days following termination of this Agreement.

3. NRPC is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this Agreement or after termination of this Agreement.

4. Except as specifically authorized by NRPC in writing, NRPC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87.

(c). Method and Schedule of Payment

1. Financial reporting. SUBCONTRACTOR must submit to NRPC a report detailing allowable expenditures incurred each quarter according to the schedule set forth in Attachment C. Allowable expenditures are set forth in Section 8 of this Agreement. However, the SUBCONTRACTOR may submit a financial report at any time during the project period. *THIS is a reimbursement-only grant, proof of expenditures MUST be included with each report.*

2. Payments. Upon review and approval of each such financial report, NRPC will make payment to SUBCONTRACTOR against NRPC liabilities to be accrued hereunder.

(d). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this Agreement, SUBCONTRACTOR must submit a NRPC Contract Close Out Report according to written instructions from NRPC.

(e). Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

Article 4 Reporting and Documentation Requirements

(a). The SUBCONTRACTOR shall prepare and submit to NRPC, quarterly written progress reports concerning performance under this Contract documenting accomplishments and units of work performed under Attachment B of this Agreement. All progress reports shall be submitted on or before the dates listed in Attachment C so that NRPC may submit consolidated reports to TCEQ. A final progress report shall be provided prior to the final request for payment under this Contract, but, in no case later than 30 days after the end of the Contract period. Payments (reimbursements) required under this contract may be withheld by NRPC until such time as any past due progress reports are received. *When reports are delinquent, requests for payment may be held until such time as complete reports are received.*

(b). The SUBCONTRACTOR quarterly progress reports required under Part (a) of this Section contain descriptions of activities and costs for NRPC to ensure that the provisions of this Contract are in compliance. These reports must include tracking information which details documented results, pictures depicting activities which are a direct result of grant funding, and at least two (2) copies of any advertising and/or promotional materials. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure NRPC that the activities are not prohibited under Article 8 of this contract (relating to Supplemental Funding Standards). The SUBCONTRACTOR shall comply with any reasonable

request by NRPC for additional information on activities conducted in order for NRPC to adequately monitor the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract. The SUBCONTRACTOR agrees to continue to monitor the results of the grant project, for the life of the project, and upon request from NRPC will provide follow-up reports.

(c). Prior approval must be obtained by the SUBCONTRACTOR from NRPC before any changes in grant funded personnel. Additionally, prior approval must be obtained before incurring expenses related to the purchase of equipment, construction of facilities, contractual Agreements, and expenses from the "other" category listed in Attachment D.

(d). In general, expenditure documentation to be maintained by the SUBCONTRACTOR should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

(e). Documents that should be maintained, as appropriate for the expense, include by category, the records listed below.

(1). Salary/Wages - Time sheets that have been signed and approved. Proof of payment is necessary, as well.

(2). Travel - The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, food and beverage receipts, etc.

(3). Equipment - Purchase orders, invoices, and canceled checks.

(4). Supplies - Purchase orders (if issued), invoices, and canceled checks.

(5). Contractual - All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.

(6). Other - All of the above plus documentation that the costs were reasonable and necessary.

(f). If requested by NRPC, the SUBCONTRACTOR agrees to provide NRPC the additional expense records and documentation materials, as listed in Section (b) of this Article and appropriate for the expense, for the time period requested by NRPC, except that the SUBCONTRACTOR will not be asked to submit records that have already been provided to NRPC with a Request for Funds Report. NRPC will provide reasonable time for the SUBCONTRACTOR to comply with a request for additional records. If NRPC requests to review additional records to be provided by the SUBCONTRACTOR under NRPC's financial monitoring program, NRPC will review those records and provide the SUBCONTRACTOR a written summary of the findings of that review. NRPC will also allow the SUBCONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

(g). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

## Article 5 Monitoring Requirements

(a). NRPC shall conduct at least one visit to each implementation project funded under this Agreement to evaluate the progress of the project. For any project that entails the purchase of equipment or expenditures for a constructed facility, NRPC shall, whenever possible, view all equipment and facilities to verify the equipment purchases or facility construction. NRPC shall maintain records and documentation of site visit dates, a summary of status of the project, and any notes or other information about the visit.

(b). NRPC may periodically monitor SUBCONTRACTOR for:

1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
2. The administrative and operational effectiveness of the project.

(b). NRPC shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

## Article 6 Equipment and Construction

(a). Subject to the obligations and conditions set forth in this Agreement, title to all equipment and/or facilities (hereafter, "property") acquired under this Agreement will vest, upon acquisition or construction, in NRPC or the SUBCONTRACTOR.

(b). The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property, shall be in accordance with Section 361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

(c). NRPC will evaluate all equipment purchases which utilize grant funds to determine that such items legitimately serve to fulfill the scope and purpose of the grant. If equipment purchases do not legitimately serve to fulfill the scope and purpose of the grant, then NRPC will not reimburse the SUBCONTRACTOR for such equipment purchases.

(d). Unless specifically authorized in Part D, Contract Budget, no purchases of equipment or any computer hardware or software shall be eligible for reimbursement under this Contract unless the procurement for such equipment is approved ahead of time, in writing, by NRPC.

(e). Title to equipment and any constructed fixtures acquired from funds provided under this Agreement shall, throughout the term of this Agreement, be in the name of the SUBCONTRACTOR. All parties agree that upon full performance of this Agreement, title shall remain with the SUBCONTRACTOR, provided however, that if this Agreement is terminated, due to substantial failure by the SUBCONTRACTOR to fulfill its obligations under this Agreement, title and physical possession of all equipment and constructed fixtures shall, upon written notification from NRPC, be transferred in good condition and within five (5) working days to NRPC.

(f). The SUBCONTRACTOR shall conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all property acquired under this Agreement for which the SUBCONTRACTOR retains title, as further set forth in Subsections (i) through (x) below.

(i). The SUBCONTRACTOR shall develop and use its own property management system which must conform with all applicable state and local laws, rules and regulations. If an adequate system for accounting for personal property owned by the SUBCONTRACTOR or its subgrantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas General Services Commission shall be used as a guide for establishing such a system.

(ii). A physical inventory of all equipment or property acquired or replaced under this Agreement having an initial per-unit purchase price of five thousand dollars (\$5,000) or more, shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such equipment or property is sold.

(iii). All property acquired or replaced under this Agreement shall be used by the SUBCONTRACTOR or its subgrantees, to support the purposes of this Agreement, for as long as the equipment or facilities are needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.

(iv). For property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, the SUBCONTRACTOR may for the purpose of replacing the property acquired under this Agreement, either trade-in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

(v). For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), the SUBCONTRACTOR shall, for the purpose of replacing the property acquired under this Agreement within six years of the initiation date of this Agreement, obtain written authorization from TCEQ prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

(vi). Property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by TCEQ, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment or facilities were originally acquired or constructed.

(vii). For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), if no longer needed for this support of the authorized projects or

programs under this Agreement, whether original or replacement, and within six years of the initiation date of this Agreement, the SUBCONTRACTOR shall obtain written authorization from TCEQ prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, the SUBCONTRACTOR shall provide information as requested by TCEQ, to include information to assure that the new use of the property will adhere to the requirements of Section(b) of this Article. Prior to authorizing the SUBCONTRACTOR to change the use of the property, TCEQ may, at its discretion, require the SUBCONTRACTOR to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity, to determine that competitive advantage issue does not exist. After six years of the initiation date of this Agreement, the SUBCONTRACTOR is not required to obtain authorization for a change in use of the property acquired under this Agreement, but the provisions of Section (b) of this Article shall still apply.

(viii). If any property acquired or replaced under this Agreement is sold or transferred within six years of the initiation date of this Agreement, TCEQ is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair market, per-unit value of the property at the property at the time of the sale is in excess of five thousand dollars (\$5,000). TCEQ's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to TCEQ, provided the other requirements set forth in this Article are met, including the requirements of Section (b) of this Article.

(ix). If, prior to the termination date of this Agreement, the SUBCONTRACTOR or its subgrantees determines that any property acquired with funds provided as a result of this Agreement is no longer needed for the original intended project, TCEQ may require the SUBCONTRACTOR to transfer title and possession of such property to a third party named by TCEQ.

(x). The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement materials, equipment, or facilities purchased or constructed with funds made available under this Agreement.

(g). The SUBCONTRACTOR agrees that, in the event any funds provided under this contract are in turn awarded to any subgrantee for the purchase or acquisition of any equipment or constructed facilities, by such other party, the SUBCONTRACTOR'S contract with that subgrantee shall include the requirements set forth in Subsection (d) of this Section.

#### Article 7 Compliance with Applicable Laws

The provisions of Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE, Chapter 873 applies to this Agreement, all amendments thereto, and all subcontracts and subagreements. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this Agreement.

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract,

including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or NRPC observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification. On request, the SUBCONTRACTOR shall furnish NRPC modification.

The SUBCONTRACTOR and subgrantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

If the SUBCONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws and Regulations, the SUBCONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting there from.

#### Article 8 Supplemental Funding Standards

In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of the funds provided under this Agreement. Unless authorization is otherwise specifically provided for in or under the terms of this Agreement, the SUBCONTRACTOR shall ensure that the use of funds provided under this Agreement are in accordance with the supplemental funding standards set forth in this Article.

(a). **Payment of Fees.** Grant Fund recipients must not be in arrears on payments of their solid waste disposal fees to TCEQ at the time a project is selected for funding.

(b). **Duplication of Effort.** Activities, projects, programs, studies, etc. that overlap or provide duplicate funding for projects under other State funding programs are not authorized. If NRPC believes that other program grant awards are inadequate to meet the needs of the region, NRPC may request that TCEQ consider authorizing the project in accordance with the provisions of Attachment A of this Contract.

(c). **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.

(d). **Legislative and Lobbying Expenses.** In accordance with state laws and regulations, funds provided under this Agreement may not be used for expenses to support political activity, either directly or indirectly. As required under Section 33, Article IX of House Bill 1, the standards set forth in Section 5, Article IX of House Bill 1, shall apply to the use of funds provided under this Agreement.

(e). **Food/Entertainment Expenses.** Funds provided under this Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

(f). **Municipal Solid Waste-Related Programs Only.** Funds provided under this Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.

(g). **Programs Solely Related to Collection of Certain Special Wastes.** Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded

from disposal in MSW landfills. However, collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.

(h). **Activities Related to the Disposal of Municipal Solid Waste.** Funds provided under this Agreement may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. However, activities that would otherwise be eligible for funding, such as recycling, but that are located at a disposal facility may be funded.

(i). **Projects Requiring a TCEQ Permit.** Funds provided under this Agreement may not be used for expenses related to projects or facilities that require a permit from TCEQ under state regulations. This provision, however, does not apply to projects or activities that may be located on a permitted facility which, by themselves, would not require a permit and would otherwise be eligible for funding (e.g., recycling collection at a permitted transfer station).

(j). **Projects Requiring TCEQ Registration.** Projects or facilities that require registration with TCEQ under state regulations, and which are otherwise eligible, may be funded. However, only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursed before the registration is finally received. No actual site development, construction, equipment purchases, or similar expenses may be reimbursed prior to and until such time that a required registration is received. Remember that all projects must be completed by the end of the grant term, so the amount of time necessary to obtain a registration must be considered.

(k). **Projects that Create a Competitive Advantage over Private Industry.** In accordance with Section 361.014(b) of the Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities, and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

(l). **Supplanting Existing Funds.** Funds may not be used to supplant salaries of an existing staff position, where the functions assigned to that position will not change. Staff positions where the assigned functions will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are ineligible for grant funding.

(m). **Acquisition of Goods and Services.** Recipients of funds under this Agreement must comply with all state and local laws and regulations pertaining to the acquisition of goods and services.

(n). **Use of Alcoholic Beverages.** As required under section 33, Article 9 of House Bill 1, the standards set forth in section 11, Article 9 of House Bill 1, shall apply to the use of funds under this Agreement. In accordance with those standards, no funds provided under this Agreement shall be used for the payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds shall be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

(o). **Out-of-State Travel.** Any expenses incurred from out-of-state travel are not eligible for reimbursement under this Agreement. If a SUBCONTRACTOR deems necessary out-of-state travel, then prior authorization must be obtained from NRPC. NRPC must then receive prior approval from TCEQ before out-of-state travel occurs.

Article 9            Authorized Representatives

(a). NRPC hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. The NRPC Project Representative shall not be deemed to have authority to bind NRPC in contract unless the EXECUTIVE DIRECTOR of NRPC has delegated such authority.

(b). Immediately upon receiving the Notice of Award, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from NRPC, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.

(c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

(d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with NRPC.

**Exhibit A-1**

**Nortex Regional Planning Commission hereby designates the individual(s) below to give direction to the SUBCONTRACTOR as Project Representative(s) for N:**

Mr. Dennis Wilde  
Executive Director  
Nortex Regional Planning Commission  
P.O. Box 5144  
Wichita Falls, Texas 76307  
(940)322-5281  
FAX (940) 322-6743

**The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from Nortex Regional Planning Commission, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:**

Kevin Benton  
Judge

**The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:**

11339 State Highway 59 North  
Montague, Texas 76251

**ATTACHMENT B**

**B. Work Program of SUBCONTRACTOR**

**Tasks described below must be completed *on or before* the date specified. Please refer to the Scope of Work on your application (Form 6d)**

**Tasks to be performed by the Project Coordinator:**

**Local Solid Waste Management Plans**

## **ATTACHMENT C**

### **C. Schedule of Deliverables from SUBCONTRACTOR**

**Reports to be completed and submitted to NRPC. All requests for reimbursement MUST include proof of expenditure. Copies of cancelled checks shall be submitted to document purchases of equipment and check numbers shall be included on all receipts.**

Quarterly reports detailing the amount of waste, by type, diverted from disposal for beneficial reuse, as well as revenues generated by the sale of collected commodities, if applicable, are due:

<b>Reporting Period</b>	<b>Reports Due</b>
April 1, 2025 – August 31, 2025	January 31, 2026

These reports must include tracking information which details documented results, pictures depicting activities which are a direct result of grant funding, and at least two (2) copies of any advertising and promotional materials.

Proof of equipment, construction, and contractual expenses - Provide appropriate receipts/invoices from the purchase of equipment specified in Attachment D, as well as construction and contractual expenses incurred.

Receipt of the final report from the SUBCONTRACTOR certifies completion of all activities. The final report will not be considered "final" until all requests for reimbursement and materials as stated above have been received in the NRPC office located at 4309 Jacksboro Highway, Wichita Falls, Texas 76306. Attention: SW Coordinator

The SUBCONTRACTOR agrees to continue to monitor the results of the grant project, for the life of the project, and upon request from NRPC will provide **follow-up reports** that will be due in **January 31, 2026**. (A year after the project is complete.)**ATTACHMENT D**

### **D. SUBCONTRACTOR Budget and Authorizations**

***Only the expenses described below will be eligible for reimbursement.***

<b>BUDGET CATEGORY</b>	<b>FUNDING AMOUNT</b>
<b>Personnel / Salaries</b> <i>List personnel, # of hours, salary charged to grant</i>	\$0
<b>Fringe Benefits</b>	\$0
<b>Travel</b> <i>List &amp; itemize travel expenditures</i>	\$0
<b>Supplies</b>	\$0

<i>List &amp; itemize detailed travel expenditures</i>	
<b>Equipment</b> Tire Service International TC-100 gas powered tire cutter	\$26,865.00
<b>Construction</b> <i>List &amp; itemize construction expenditures</i>	\$0
<b>Contractual</b>	\$0
<b>Other</b>	\$0
<b>Indirect Charges</b>	\$0

**TOTAL FUNDING**

**\$26,865.00**

Article 1 Reimbursement Eligibility

To be eligible for reimbursement under this Agreement, a cost must have been incurred and paid by the SUBCONTRACTOR within the time period indicated on the Request for Funds Report.

Article 2 Budget Category Adjustments

(a) The SUBCONTRACTOR is responsible for ensuring that expenditure amounts remain within the various budget limits, set forth in this Attachment.

(b) The SUBCONTRACTOR may expend funds in excess of the funds listed for a particular budget category within the budget contained in this Attachment, without requiring an amendment to this Agreement, or otherwise requiring NRPC's prior written approval, provided that:

1. The cumulative dollar amount of all excess expenditures among direct budget categories is equal to or less than five percent (5%) of the total amount of the total budget as specified in this Attachment;
2. Sufficient funds are available in other budget categories, or from earned interest, to cover the excess expenditures;
3. The transfer will not change the scope or objective of the programs, projects, and activities funded under this Agreement;
4. The SUBCONTRACTOR adheres to all other requirements of this Agreement concerning obtaining prior written authorization;
5. The SUBCONTRACTOR notifies NRPC as soon as practical of the deviation from the budget categories, and not later than with the first Request for Funds submitted to NRPC after the changes are made.

(c) The provisions of this Article shall apply in addition to any other standards for budget changes required elsewhere in this Agreement or by applicable law.

Article 3 Personnel

(a) Salaries for positions funded under this Agreement shall be documented by appropriate time and attendance records. At a minimum, those records must include the number of hours worked each day on all projects in which time is shared, the signature of the employee, and the signature of the supervisor.

(b) Payments from funds provided under this Agreement for accruals such as vacation, sick leave, severance pay, and other accruals are allowed only for time during which the employee was employed and performing work under this Agreement.

(c) The SUBCONTRACTOR shall ensure that all personnel assigned to work on activities funded under this Agreement are qualified for the position assigned, and that the number of personnel assigned, as well as the salary of those personnel, are appropriate for the work performed.

(d) The SUBCONTRACTOR shall notify NRPC in writing as soon as practical, and not later than with the first Request for Funds Report submitted to NRPC after the changes are made, of any changes to the personnel assignments outlined in the SUBCONTRACTOR'S original funding application.

#### Article 4 Travel

(a) Expenses included under the Travel expense category shall be subject to the provision of the budget contained in this Attachment.

(b) All travel for which expenses are claimed must be in connection with the tasks and activities required under this Agreement.

(c) The SUBCONTRACTOR must obtain prior written authorization from NRPC for reimbursement under this Agreement for any travel outside the state of Texas.

#### Article 5 Supplies

(a) Expenses included under the Supplies expense category of the budget contained in this Attachment shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$5,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the SUBCONTRACTOR in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

(b) Non-routine expenditures of goods and materials, not falling under the definition of Equipment under Article 6 of this Attachment, shall be charged to the Other expense category and are subject to the restrictions outlined in Article 9 of this Attachment.

#### Article 6 Equipment

(a) Expenses included under the Equipment expense category of the budget contained in this Attachment shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year.

(b) No purchases of equipment to be charged to the equipment expense category of the budget contained in this Attachment shall be allowed under this Agreement unless approved ahead of time, in writing, by NRPC.

#### Article 7 Construction

(a) Expenses included under the Construction expense category of the budget contained in this Attachment shall be for costs related to projects, administered by the SUBCONTRACTOR, concerned with the enhancement or building of permanent facilities.

(b) Appropriate costs to include under the Construction expense category are:

1. The cost of planning the project;
2. The cost of materials and labor connected to the construction project;
3. The cost of equipment attached to the permanent structure; and
4. Any subcontracts, including contracts for services, which are performed as a portion of the project administered by the SUBCONTRACTOR.

(c) No expenditures under the Construction expense categories of the budget contained in this Attachment shall be allowed under this Agreement unless approved ahead of time, in writing, by NRPC.

(d). Unless otherwise provided in the Agreement, the SUBCONTRACTOR shall obtain and pay for all construction permits and licenses. The SUBCONTRACTOR shall pay all charges for utility owners for connections to the work, and the SUBCONTRACTOR shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

(e) Where applicable, the SUBCONTRACTOR shall be responsible for subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The SUBCONTRACTOR shall take all necessary safety precautions.

#### Article 8 Contractual Expenses

(a) Expenses included under the Contractual expense category of the budget contained in this Attachment shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party.

(b) No contractual expenses included under the contractual expenses category of the budget contained in this Attachment shall be allowed under this Agreement unless such contract has been approved ahead of time, in writing, by NRPC, using a format provided by NRPC.

#### Article 9 Other Expenses

(a) All expenses under the other expense categories of the budget listed in this Attachment must be in connection with the tasks and activities to be performed under this Agreement.

(b) Except as provided for under Section (c) of this Article, no expenses under the Other expense categories of the budget listed in this Attachment, including computer hardware or software purchases not included under the Equipment expense category, shall be eligible for reimbursement under this Agreement unless approved ahead of time, in writing, by NRPC.

(c) Subcategories of Other expenses for which prior authorization, as described in Section (b) of this Article, is not required include:

1. Books and reference materials;

2. Dues and membership fees for the SUBCONTRACTOR'S affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, must be approved individually, in writing, by NRPC);
3. Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement;
4. Postage, telephone, and utilities expenses;
5. Printing and reproduction expenses;
6. Advertising and public notices;
7. Registration fees and other approved staff training costs (fees and training costs for persons not employed by the SUBCONTRACTOR must be approved individually by NRPC);
8. Repair and maintenance costs;
9. Office furniture, not falling under the definition of equipment under Article 6 of this Attachment;
10. Space and equipment rentals.

(d) The SUBCONTRACTOR shall ensure that expenditures charged under the other expense category are not also included within the expenses reimbursed through the Indirect expense category.

#### Article 10 Indirect Costs

NRPC may authorize indirect costs under an Agreement with a SUBCONTRACTOR, in accordance with the procedures established in UGMS. In accordance with UGMS, when a SUBCONTRACTOR has a negotiated Agreement within the past 24 months by a federal cognizant agency or state single audit coordinating agency, the indirect rate authorized in that Agreement may be accepted by NRPC. Alternatively, NRPC may authorize a SUBCONTRACTOR to recover up to 10% (percent) of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation.

#### Article 11 Request for Funds Reports

(a) A Request for Funds containing the current report period shall be submitted every three months, or each quarter, contained within the time period or "term" of this Contract. Such reports shall be required even if no expenses or encumbrances have been incurred during the report period. Attachment C details when reports are due.

1. For each expenditure, the SUBCONTRACTOR shall attach legible documentation (such as copies of invoices marked paid and purchase orders) issued by the contractor or vendor that support the amount being requested. All expenses or costs listed on the Request for Funds Report shall be for the period identified in item 4 of the report.

(b) When, under a reimbursement payment method, the SUBCONTRACTOR has already submitted one or more properly completed Request for Funds Reports together with appropriate TCEQ Supplemental Forms covering the entire time period in question, the report for that quarterly period, required under Section (a) of this Article, shall be considered as having been submitted.

(c) A Request for Funds Report indicating an item that it is the final report, shall be submitted by the SUBCONTRACTOR, by not later than thirty (30) days following the termination date of this Agreement.

## Article 12 Additional Requirements

(a) NRPC reserves the right to withhold or deny payment of funds awarded under this Agreement due to incomplete, incorrect, or inconsistent reports or tasks required under this Agreement until the SUBCONTRACTOR satisfactorily completes, revises, or corrects such services or reports. NRPC may terminate this Agreement, and pursue such other remedies as are allowed by law, due to the SUBCONTRACTOR'S continued or repeated failure to perform tasks and submit reports in a complete, correct, and consistent manner. NRPC also reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR concerning the Agreement supported tasks to be performed.

(b) NRPC shall not be liable for costs incurred by the SUBCONTRACTOR for employee travel or for the purchase or acquisition of any items or services covered under this Attachment, except to the extent that the requirements of this Attachment have been fully complied with by the SUBCONTRACTOR.

(c) With respect to any expense, item, or activity which is identified or listed by the SUBCONTRACTOR on a Request for Funds Report, NRPC reserves the right to require from the SUBCONTRACTOR, prior to providing reimbursement, additional information concerning (1) the nature or purpose of the expense, item, or activity, (2) how the expense, item, or activity benefited the overall purpose or goal of the grant supported project, and (3) why the expense, item, or activity was necessary for the successful performance of one or more of the grant supported tasks set forth in Attachment A of this Agreement.

(d) NRPC shall not be liable for any costs incurred by the SUBCONTRACTOR in the performance of this Agreement which are not billed to NRPC within thirty (30) days after the termination date of this Agreement.

(e) Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Agreement shall be the basis for termination of this Agreement, the revocation of any unexpended or inappropriately expended funds, and/or any other remedies permitted by law.

(f) The SUBCONTRACTOR'S contractual costs must comply with allowable costs requirements. SUBCONTRACTORS, which are governmental entities, must engage in contractor selection on a competitive basis in accordance with their established policies. If SUBCONTRACTOR has no competitive procurement policy or is a private entity, SUBCONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the SUBCONTRACTOR under this Agreement shall be in accordance with Subpart C, Sec. 37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

**Nortex Regional Planning Commission  
Solid Waste Interlocal Agreement**

## **ATTACHMENT E**

### **E. General Contract Provisions**

## Article 1 Legal Authority

The SUBCONTRACTOR warrants and assures NRPC that it possesses adequate legal authority to enter into this Agreement. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the SUBCONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of section 361.014 of the Texas Health and Safety Code, section 330.59 of the TCEQ Municipal Solid Waste Regulations, the Uniform Grant & Contract Management Standards (UGCMS) and the contract between the TCEQ & NRPC.

## Article 2        Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Provisions and Change Orders which are hereby incorporated into and made a part of this Agreement as if set out word-for-word herein.

## Article 3        Purpose

(a). The purpose of this Contract Agreement is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.

(b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this Agreement are:

1. To enable NRPC to carry out or conduct various municipal solid waste management-related services and support activities within NRPC's regional jurisdiction; and
2. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by NRPC in accordance with Article 4 of this Attachment, to conduct various COG - managed projects.

## Article 4        Types of Solid Waste Implementation Projects & Applicants

(a). Eligible Pass-Through Grant Recipients

(1). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding as a pass-through grant from NRPC:

- i. Cities;
- ii. Counties;
- iii. Public schools and school districts (does not include Universities or post secondary educational institutions); and
- iv. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

(2). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive pass-through grant funding from NRPC. The TCEQ shall provide, on a quarterly basis, NRPC a list of entities for which fee payments are in

arrears. NRPC shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides NRPC with documentation of payment of the fees, such as a canceled check or receipt from the state, NRPC may consider that applicant to be eligible to receive pass-through grant funding under this Agreement. NRPC shall notify the TCEQ of any applicants for which a determination of eligibility was made under this subsection.

(b). Implementation Project Categories

(1). NRPC shall ensure that all implementation projects funded under this Agreement fit within the categories set forth in this Section. The category specific funding limitations outlined for each category shall apply to all uses of funds under implementation projects conducted for that category.

**Local Enforcement.** This category consists of projects which contribute to the prevention of illegal dumping. These projects may include programs to investigate illegal dumping problems, educate the public on illegal dumping laws, and prosecute violators. These programs may also include activities to enforce laws pertaining to the illegal disposal of liquid wastes. When funding is to be provided for the salary of local enforcement officer(s), the SUBCONTRACTOR will certify that at least one officer from the entity has or will attend the TCEQ's Criminal law Enforcement or the equivalent training. If requested by NRPC, the SUBCONTRACTOR agrees to furnish documentation, which demonstrates the time spent on local enforcement activities to enforce laws pertaining to illegal dumping.

[1]. Funding limitations specific to this category:

[a]. This category may not include funding for enforcement activities related to the illegal disposal of industrial or hazardous waste. It is understood, however, that industrial or hazardous waste may periodically be discovered at illegal waste disposal sites. Such instances do not preclude the investigation of that site, so long as the funded program is specifically aimed at the illegal disposal of municipal solid waste.

[b]. Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

[c]. Equipment purchased solely with grant funds under this program may only be used for activities to enforce laws pertaining to illegal dumping and may not be used for any other law or code enforcement activities. Partially funded equipment should be utilized at a rate of time equal to the proportion of the grant funded cost share.

**Source Reduction and Recycling.** This category includes projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into the landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. These programs may include implementation of efficiency improvements in the solid waste management system in order to increase source reduction and recycling, to include: full-cost accounting systems and cost-based rate structures; establishment of a solid waste services enterprise fund; and mechanisms to track and assess the level of recycling activity in the community on a regular basis.

- [1]. Funding limitations specific to this category.
  - [a]. Programs and projects funded under this category shall be designed to provide a measurable effect on reducing the amount of municipal solid waste going into landfills.
  - [b]. Any program or project aimed at demonstrating the use of products made from recycled materials shall have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.
  - [c]. Programs aimed at efficiency improvements to increase the source reduction of solid waste must be coordinated with TCEQ. Any program to develop a full-cost accounting system shall utilize the full-cost accounting guidance prepared by TCEQ.

**Citizens' Collection Stations and "Small" Registered Transfer Stations.** This category includes projects to construct a citizens' collection station, as these facilities are defined under the TCEQ's Municipal Solid Waste regulations (30 TAC Chapter 330). Municipal Solid Waste Transfer Stations that qualify for registration under Section 330.4(d) or Section 330.4(r) of the regulations may also be funded. A project funded under this category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place.

- [1]. Funding limitations specific to this category.
  - [a]. Transfer stations that require a permit from the TCEQ may not be funded.
  - [b]. Municipal solid waste transfer stations that qualify for registration under Section 330.4(d) of the Municipal Solid Waste regulations may be funded. Specifically, this section covers a municipal solid waste transfer station facility that is used in the transfer of municipal solid waste to a solid waste processing or disposal facility from:
    - [1]. a municipality with a population of less than 50,000;
    - [2]. a county with a population of less than 85,000; or
    - [3]. a facility used in the transfer of municipal solid waste that transfers or will transfer 125 tons per day or less.
  - [c]. Municipal solid waste transfer stations that qualify for a registration only under this provision of Section 330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of Section 330.4(d), may be funded. However, these components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.
  - [d]. Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under Section 330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, Section 330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.
  - [e]. Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

Article 5        Accounting Systems

The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The SUBCONTRACTOR must account for costs in a manner consistent with such standards or principles.

Article 6        Audit/Access to Records

(a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's Texas office. The SUBCONTRACTOR shall also maintain and make available at its Texas office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Agreement or any negotiated sub-Agreement or change order and a copy of the cost summary submitted to TCEQ. TCEQ, Texas State Auditor's Office or any of the TCEQ's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, the SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the TCEQ or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.

(b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) including the Federal Single Audit Act of 1996 and the State of Texas Uniform Grant Management Standards, to include the State Single Audit attachment.

(c). The SUBCONTRACTOR agrees to disclosure of all information and reports resulting from access to records pursuant to Section (a) above to the TCEQ. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

(d). Records under Section (a) above shall be maintained and made available during the entire period of performance of this Agreement and until three (3) years from date of final TCEQ payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

(e). Access to records is not limited to the required retention periods. The authorized representatives designated in Section (a) of this Article shall have access to records at any reasonable time for as long as the records are maintained.

(f). This audit/access to records Article applies to financial records pertaining to all sub-Agreements and all sub-Agreement change orders and amendments. In addition, this right of access applies to all records pertaining to all sub-Agreements, sub-Agreement change orders and sub-Agreement amendments: to the extent the records reasonably pertain to sub-Agreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the sub-Agreement is terminated for default or for convenience.

(g). TCEQ reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Agreement.

(h). The SUBCONTRACTOR agrees to include Sections (a) through (g) of this Article in all sub-Agreements and all change orders directly related to project performance.

#### Article 7 Insurance and Liability

SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this contract as specified in the Special Provisions. SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to NRPC any amounts determined by NRPC, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Agreement.

#### Article 8 Amendments to Contract

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

NRPC may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between NRPC and the SUBCONTRACTOR in writing shall be incorporated into this Agreement.

#### Article 9 Schedule of Remedies

In accordance with Chapter 2259, Texas Government Code, the following schedule of remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.

- (a) Reject substandard performance and request corrections without charge to the NRPC.
- (b) Issue notice of substandard performance or other non-conforming act or omission.
- (c) Request and receive return of any over payments or inappropriate payments.
- (d) Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
- (e) Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.

- (f) Reject reimbursement requested and withhold all or partial payments. Funds may be retained by NRPC for recovery or administrative costs or returned to funding source as authorized by Agreements with the funding source and by state or federal law.
- (g) Terminate the contract, demand and receive: return all equipment purchased of contract funds, return all unexpected funds, and repayment of expended funds.

If NRPC's evaluation finds the SUBCONTRACTOR's performance to be substandard, NRPC may provide its written evaluation report to other governmental entities at any time. NRPC may also provide its written evaluation report to the public as authorized by law.

#### Article 10 Termination of Contract

The SUBCONTRACTOR acknowledges that this Agreement may be terminated under the following circumstances:

(a). Convenience

NRPC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason NRPC determines that such termination is in the best interest of NRPC. Upon receipt of notice of termination, all services hereunder of the SUBCONTRACTOR and its employees and sub-contractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the SUBCONTRACTOR shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. NRPC agrees to pay the SUBCONTRACTOR, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of NRPC compensation previously paid.

The SUBCONTRACTOR may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to NRPC. The SUBCONTRACTOR may not give notice of cancellation after it has received notice of default from NRPC. In the event of such termination prior to completion of the contract provided for herein, NRPC, agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

(b). Default

NRPC may, by written notice of default to the SUBCONTRACTOR, terminate the whole or any part of the Agreement in any one of the following circumstances:

1. If the SUBCONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof; or
2. If the SUBCONTRACTOR fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by NRPC in writing) after receiving written notice by certified mail of default from NRPC. In the event of such termination, all services of the SUBCONTRACTOR and its employees and subconsultants shall cease and the SUBCONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of NRPC or his designee which has not appeared on a prior invoice. NRPC agrees to pay

the SUBCONTRACTOR, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of NRPC as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by NRPC as a result of such default, including an amount agreed to in writing by NRPC and the SUBCONTRACTOR to be necessary to complete the services herein specified, in addition to that which would have been required had the SUBCONTRACTOR completed the services herein specified as required herein.

(c) The SUBCONTRACTOR shall notify NRPC immediately upon discovery of any potential or actual conflict of interest. The SUBCONTRACTOR agrees that NRPC has sole discretion to determine whether a conflict exists and that NRPC may terminate the Agreement at any time, on the grounds of actual or apparent conflict of interest.

The SUBCONTRACTOR shall notify NRPC in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the work. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with personal conflict of interest shall be disqualified from taking part in any way in the performance of any work that created the conflict of interest.

#### Article 11 Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### Article 12 Copyright Clause

The state or federal awarding agency and NRPC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government purposes:

- (1) the copyright of all maps, data, reports, research or other work developed under a grant, subgrant; and
- (2) any rights of copyrights to which a grantee, subgrantee or a subcontractor purchases ownership with grant support. All such data and material shall be furnished to NRPC on request.

It is further agreed that the SUBCONTRACTOR shall develop a written affirmative action compliance program for each of its establishments, unless the contract or subcontract is exempt. The SUBCONTRACTOR'S program shall provide in detail the specific steps to guarantee equal opportunity employment keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and time tables for the prompt achievement of full and equal employment opportunity. Each SUBCONTRACTOR shall include in this affirmative action compliance program a job classification table. This table should include, but need not be limited to, job titles, principal duties, rates of pay, and where more than one rate of pay applies, the applicable rate. The affirmative action compliance program shall be signed by an executive official of the SUBCONTRACTOR. The SUBCONTRACTOR warrants its Affirmative Action Plan or Ordinance meets the requirements of this article.

Article 13 Identification of the Funding Source

The SUBCONTRACTOR shall give credit to the Texas Commission on Environmental Quality and Nortex Regional Planning Commission as the funding source in all oral presentations, written documents, publicity, and advertisement regarding any activities which ensure from this Agreement. All equipment purchased and/or facilities built as a result of this Agreement shall bear signage which names the

Texas Commission on Environmental Quality  
and  
Nortex Regional Planning Commission

as the funding source. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Article 14 Data and Publicity

All data and other information developed under this Agreement shall be furnished to NRPC and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, Bowie's TEX. Government Code Section 552. Upon Termination of this Agreement, all data and information shall become the joint property of NRPC and the SUBCONTRACTOR.

Article 15 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by Agreement shall be decided by the Executive Director of NRPC or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of NRPC. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive.

Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with NRPC's final decision.

Article 16 Oral and Written Agreements

All oral or written Agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 17 Energy Efficiency Standards

The SUBCONTRACTOR shall follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 18      ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 19      Utilization of Historically Underutilized Business Enterprises

The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

Article 20      Intellectual Property

(a). For the purpose of this Article, "intellectual property" refers to 1) any discovery or invention for which patent rights may be acquired, and 2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and 3) any other materials in which intellectual property rights may be obtained.

(b). If the SUBCONTRACTOR first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Agreement, it shall report that fact to NRPC.

(c). The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, NRPC hereby reserves a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. NRPC also reserves a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the SUBCONTRACTOR obtains rights with funds received under this Agreement.

(d). In performing work under this Agreement, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold NRPC harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify NRPC against, any claims for infringement related to its work under this Agreement.

(e). The SUBCONTRACTOR shall include provisions adequate to effectuate the purposes of this Article in all subagreements and subcontracts under this Agreement in the course of which intellectual property may be produced or acquired.

Article 21      Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of

or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with NRPC.

Article 22      Entire Contract

This Agreement represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

## **MEMORANDUM OF AGREEMENT**

### **Warrant Service Officer Program**

#### **I. PARTIES**

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Montague County Sheriff's Office Texas, hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

#### **II. PURPOSE**

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

#### **III. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

#### **IV. RESPONSIBILITIES**

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

##### **A. DESIGNATION OF AUTHORIZED FUNCTIONS**

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

##### **B. NOMINATION OF PERSONNEL**

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

### **C. TRAINING OF PERSONNEL**

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

### **D. CERTIFICATION AND AUTHORIZATION**

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains.

Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90-day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

#### **E. COSTS AND EXPENDITURES**

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

#### **F. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

#### **G. INTERPRETATION SERVICES**

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

#### **H. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the ICE Office of the Principal Legal Advisor (OPLA) in writing at [OPLA-DCLD-TortClaims@ice.dhs.gov](mailto:OPLA-DCLD-TortClaims@ice.dhs.gov). ICE OPLA will then assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

## **I. CIVIL RIGHTS STANDARDS**

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, , Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

## **V. REPORTING AND DOCUMENTATION**

### **A. COMPLAINT PROCEDURES**

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

### **B. COMMUNICATION**

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

### **C. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

### **VI. MODIFICATIONS TO THIS MOA**

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

### **VII. POINTS OF CONTACT**

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA: Montague County Sheriff

For ICE: Dallas Field Office Director

### **VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Marshall Thomas

Title: Sheriff

Agency: Montague County Sheriff's Office

**For ICE:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

#### Authorized Functions:

Participating LEA personnel are delegated only the following authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE:
  - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes;
  - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

and

- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), any aliens arrested pursuant to the immigration laws, to ICE-approved detention facilities.
  - Only upon a request of an ICE officer authorizing such action may participating LEA personnel transport the alien(s) to an ICE-approved detention facility for immigration purposes, and only participating LEA personnel whose ICE Form 70-006 authorizes such action and who are authorized by their LEA to conduct transport operations, may conduct such action.

**Additional Supervisory and Administrative Responsibilities:**

The above immigration enforcement functions conducted by the participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

## **APPENDIX B**

### **COMPLAINT PROCEDURE**

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

## **APPENDIX C**

### **PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the LEA:

Public Affairs Officer

111 S. Grand Street

Montague, Texas 76251

940-894-2871

[mthomas@montaguesheriff.com](mailto:mthomas@montaguesheriff.com)

For ICE:

Public Affairs Office

Office of Public Affairs and Internal Communication

U.S. Department of Homeland Security

U.S. Immigration and Customs Enforcement Washington,  
DC 20536

202-732-4242

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

DATE: 7/7/25

NAME: TEXOMA CRUDE OIL PIPELINE COMPANY, LLC

ADDRESS: 8301 E. 21<sup>st</sup> ST. N., #370, WICHITA, KS 67206

CONTACT PERSON: CRAIG KELLEY TELEPHONE NO. 405 562 0371

ROAD NAME: COGGINS RD. COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33.575 Longitude -97.8705  
(GPS Coordinates for Road Crossings)

☐ TEMPORARY ☒ PERMANENT ☒ PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

BORE COGGINS ROAD WITH A NEW 12" CRUDE  
OIL PIPELINE. THIS WILL REPLACE THE EXISTING  
LINE WHICH NEEDS MULTIPLE REPAIRS.

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline or utility lines should be granted, the following is understood:

1. That such pipeline or utility lines shall be so buried, cased at 3 feet below bar ditch or uncased at 6 feet below bar ditch, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. ✓
2. That any adjustments of said pipeline or utility lines required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant. ✓
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure. ✓
4. Fees may or may not apply. If fees apply, fees need to accompany the application. ✓
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District. ✓
6. Utility lines shall be so buried at least 36 (thirty-six) inches in order to be able to maintain roads and ditches. ✓

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

STATE OF TEXAS	X	Texoma Crude Oil Pipeline Co. LLC
	X	
COUNTY OF MONTAGUE	X	

Now, on this the **28<sup>TH</sup> DAY OF July, 2025**, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, came to be considered the application of **Texoma Crude Oil Pipeline Co. LLC** for a permit and right-of-way to lay, construct, maintain, operate a **ROAD CROSSING on Coggins Rd** located in **Precinct #2** of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to **Texoma Crude Oil Pipeline Co. LLC**, to lay, construct, maintain, operate a pipeline along, over, across or under the public roads, streets, alleyways of the County of Montague, State of Texas.
2. That such pipeline shall be so buried, cased or uncased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. Said pipeline shall be buried 3 feet-cased or 6 feet-uncased below bar ditches.
3. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to **Texoma Crude Oil Pipeline Co. LLC**.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said **Texoma Crude Oil Pipeline Co. LLC**, its successors and assigns, without further grant or procedure.

\_\_\_\_\_  
Kevin Benton, County Judge

STATE OF TEXAS	X	Texoma Crude Oil Pipeline Co. LLC
	X	
COUNTY OF MONTAGUE	X	

Before me, the undersigned authority, on this personally appeared Kevin Benton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public in and for  
Montague County, Texas