



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2025	Agency Name: <u>Montague County Sheriff's Dept.</u>
Agency Mailing Street: PO BOX 127	City: Montague
ZIP: 76251	State: TX
County: Montague	Phone Number: (940) 894-2871
Agency Fiscal Beginning Month: October	Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$3,443.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$3,443.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$15,835.14

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited
Funds During Reporting
Period: \$266.69

D) Amount Awarded Pursuant
to 59.022: \$0.00

E) Amount Awarded Pursuant
to 59.023: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$0.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

I) Total Expenditures of
Forfeited Funds During
Reporting Period. This field will
be auto-calculated once
section VI has been completed
and you save or switch
sections.: \$300.00

J) Ending Balance - This field
will be auto-calculated when
you SAVE or switch sections.: \$15,801.83

I) Total Expenditure from
Mailed Form:

J) Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

1) Seized: 3
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
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IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees (Salary Supplements): \$0.00

2) Salary Budgeted Solely
From Forfeited Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00

8) K9 Related Costs: \$0.00
9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$0.00
2) Mobile Phone and Data
Account Fees: \$0.00
3) Internet: \$0.00
4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00
b) Meals & Lodging: \$0.00
c) Mileage: \$0.00
d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$300.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$300.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):
- 5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),
(r)) - This field will be

auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds
- This will be auto-calculated
when you SAVE or switch
sections: \$0.00

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT \$0.00
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$300.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms :

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer::

Title:

LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS MEMORANDUM OF UNDERSTANDING

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding ("MOU") is made and entered into by and between the National Insurance Crime Bureau ("NICB"), an Illinois not-for-profit corporation located at 1515 W. 22nd Street, Suite 1300W, Oak Brook, Illinois 60523 and the law enforcement agency identified on the signature page hereto ("Agency") ("NICB" and, together with "Agency," hereafter referred to from time to time individually as "Party" or collectively as "the Parties") and is effective as of the date of the last signature to this Agreement ("Effective Date").

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. ("Verisk") owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency;

WHEREAS, Agency is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and Agency desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access. Subject to the terms of this MOU, during the Term, NICB hereby grants to Agency a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity. (collectively the "Purpose").
2. Access Credentials. In order to access the ISO ClaimSearch, Agency must appoint an administrator ("Administrator") to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by Agency ("Designees") to receive access credentials to ISO ClaimSearch.
3. Confidentiality.
 - A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

("Confidential Information"). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by Agency, except as strictly necessary for the Purpose.

- B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient's possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
 - C. It shall not be a violation of Section 3 of this MOU for Agency to disclose Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon Agency or where applicable law requires the disclosure of Confidential Information, provided that: (i) if not prohibited under applicable law, Agency, prior to disclosing such information, gives reasonable written notice to NICB sufficient to permit NICB to seek a protective order if it so chooses; and (ii) in all cases, Agency discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information Agency discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.
4. Agency Obligations. In exchange for access to ISO ClaimSearch, the Agency agrees to comply with the following obligations:
- A. Administrator. Agency shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the Agency contact responsible for fulfilling Agency obligations required under this MOU.
 - B. Designees. Designees shall be restricted to active Agency employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment ("Good Standing"); and (2) have a need to know the Confidential Information for the Purpose.

- C. Vetting. Agency shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:
- i. the Designee's need for access;
 - ii. which level of access is required for the Designee and for what purpose;
 - iii. ensuring Designee's access conforms to this Agreement;
 - iv. ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and
 - v. documenting the above determinations.
- D. Responsibility. The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. Agency shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.
- E. Training. Agency shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.
- F. Termination of Access. Agency shall immediately terminate Designee's access to ISO ClaimSearch:
- i. when Designee's is no longer employed by Agency;
 - ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or
 - iii. if a Designee is no longer in Good Standing.
- G. Privacy and Security Policies. Agency will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.
- H. Controls for the Protection of Confidential Information. Agency shall maintain during the term of this MOU, and at all times thereafter in which Agency maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in Agency's possession or control in accordance with

applicable federal, state and local laws, rules, and regulations. At a minimum, Agency's safeguards for the protection of Confidential Information shall include:

- i. limiting access of Confidential Information to authorized employees;
- ii. maintaining an adequate network firewall;
- iii. securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including but not limited to devices with information storage capability;
- iv. implementing secure storage and disposal of Confidential Information;
- v. implementing authentication, and access controls within operating systems and equipment; and
- vi. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.

5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of Agency related to Agency's compliance this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to Agency. Agency's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of Agency's ISO ClaimSearch access pursuant to Section 10 of the MOU.

6. Security Breach.

- A. Notification. Agency shall promptly, but in no case later than 48 hours, notify NICB of any significant risk, whether confirmed or based upon a good faith determination, to Confidential Information, to include unauthorized or improper access to, or use or disclosure of, Confidential Information while in the possession or control of Agency, its Administrator, or its Designees ("Security Breach").
- B. Mitigation and Cooperation. Agency shall promptly implement steps to remediate and mitigate the effects of any Security Breach. Agency shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, Agency shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information

reasonably requested by NICB or as otherwise required to be provided by applicable law.

7. Representations and Warranties. Agency represents and warrants the following:

- A. Agency is a professional, reputable, and trustworthy organization that serves the public.
- B. Agency is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.
- C. Agency will not provide access to any Designee who is not in Good Standing.
- D. Agency, its Administrator, and its Designees have a justifiable reason for requiring access to ISO ClaimSearch that is consistent with the Purpose.
- E. Agency either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.
- F. Agency agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.

8. Indemnity. To the extent permissible by law, Agency shall indemnify, defend and hold NICB harmless from all third-party lawsuits, claims, liabilities, damages, settlements, judgments, or expenses, including NICB's costs and reasonable attorney fees, which arise as a result of Agency's material breach of this Agreement, negligent acts or omissions, or willful misconduct.

9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided "AS IS, WHERE IS" and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.

10. Term and Termination.

- A. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 30 days' written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period.
- B. Immediate Termination. NICB may immediately terminate this MOU if the Agency materially breaches its obligations under this MOU.

11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.
13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the Agency will be sent to the email and address provided by Agency at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:

National Insurance Crime Bureau
1515 W. 22nd Street
Suite 1300W
Oak Brook, IL 60523
Attn: General Counsel
Email: NICBGeneralCounsel@nicb.org

14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
17. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

[Signatures immediately to follow on page 7 of 7]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Agency: _____

ORI or ORIs to which this MOU applies:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed: _____

Name: _____

Title: _____

Email: _____

Date: _____



KATHY PHILLIPS

Montague County Tax Assessor-Collector
P.O. Box 8
Montague, Texas 76251
Phone (940) 894-3881 or (940)894-3601
Fax (940) 894-2012
tac@co.montague.tx.us

October 30, 2025

Montague County
C/O: Judge Benton

Pursuant to Section 26.09 of the Texas Property Tax Code, please submit the attached 2025 tax totals to the governing body to be approved as the tax roll.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Phillips".

Kathy Phillips
Tax Assessor-Collector

2025 MONTAGUE TAXROLL TOTALS

MG-MONTAGUE COUNTY (2025)

Count : 64,141

Market

Improvement	Count	Value	Land	Count	Value	Prod Mkt	Count	Value	Other	Count	Value
Homesite	11,325	1,673,919,021	Homesite	13,142	391,252,380	Agricultural	8,594	3,890,773,880	Mineral	36,230	156,639,300
Non Homesite	4,507	485,742,396	Non Homesite	5,769	278,581,370	Inventory	1	16,250	Personal	2,254	517,060,998
New Homesite	640	59,818,390	New Homesite	7	659,460	Timber	0	0	New Personal	0	0
New Non Hs	263	16,065,600	New Non Hs	0	0						

Impr Mkt 2,235,545,407 (+) Land Market 670,493,210 (+) Prod Market 3,890,790,130 (+) Other 673,700,298 (=) Total Market 7,470,529,045

Loss

Cap Loss	Count	Value	Productivity	Count	Prod Value	Prod Loss
General HS	2,500	94,581,336	Agricultural	8,594	37,041,670	3,853,732,210
Circuit Breaker	6,999	75,055,689	Inventory	1	110	16,140
			Timber	0	0	0
			Timber78	0	0	0

Cap Loss 169,637,025 (+) Prod Loss 3,853,748,350 (=) Total Loss 4,023,385,375

Deductions

Homestead	Count	Value	Over 65	Count	Value	Disabled	Count	Value	Assessed
General	0	0	General	0	0	General	0	0	3,447,143,670
Frozen	0	0	Frozen	0	0	Frozen	0	0	
Local	0	0	Local	0	0	Local	0	0	
Local Frozen	0	0	Local Frozen	0	0	Local Frozen	0	0	
Local %	3,304	140,545,623							
Local % Fzn	2,936	121,187,408							
Total Hs	261,733,031		Total Os	0	0	Total Dis	0	0	

Disabled Veteran	Count	Value	Miscellaneous	Count	Value	Const Exempt	Count	Value	Total Deductions
General	204	1,915,702	Abatements	0	0	General	756	187,848,492	527,344,380
Frozen	119	1,128,698	Pollution Control	88	13,292,060	Prorated	8	225,901	
100% Homesite	207	42,909,524	Freeport	1	2,214,730				
			Minimum Value	15,708	1,197,898				
			Term Disaster	0	0				
			Other	123	14,878,344				
Total Dis Vet	45,953,924		Total Other	123	14,878,344	Total Exempt	188,074,393		

Taxable / Tax

New Frozen Taxable	1,958,914	(+)	Taxable Frozen	458,199,725	(+)	Taxable Non Frozen	2,459,640,651	(=)	Total Taxable	2,919,799,290
New Frozen Tax	9,694.24	(+)	Tax Frozen	1,526,658.79	(+)	Tax Non Frozen	12,197,170.02	(=)	Total Tax	13,733,523.05
									2025 Rate Per \$100	0.004961
									Taxable Loss	151,501,961

Additional Totals

Miscellaneous	Count	Value	Natural Disaster	Value
Subj to Hs	6,241	1,310,986,904	Jan 1 Market	0
New Taxable	829	73,033,694	Jan 1 Txbl	0
Legal Acres	10,309,944.282		Jan 1 Tax	0.00
Ag Acres	2,588.892		Jan 1 Avg %	0.000
Inv Acres	0.000		Disaster Market	0
Tmb Acres	0.000		Disaster Txbl	0
Annexed	0		Disaster Tax	0.00
DeAnnexed	0		Disaster Avg %	0.000
			Est Recognizable Txbl	0
			Est Recognizable Tax	0.00

Chapter 313 Value Limitation

	Value
I&S Taxable	2,919,799,290
M&O Taxable	2,919,799,290
VLA Cap Loss	0

* Please contact Chief Appraiser to obtain estimated recognizable values of property under protest

Certifiable	Value
Market	7,470,529,045
% Protested	0%
Taxable	2,919,799,290
Tax	13,733,523.05



Commercial and Industrial Electronics, Inc. (C & I)

5019 Bonny Drive, Wichita Falls, Texas 76302

Office: (940) 767-5601

FAX: (940) 767-4703

www.cietexas.com

Security/Fire License No's: TX: B-02283/ACR-1750630 OK: 324



MASTER AGREEMENT FOR SERVICES / SYSTEMS

(Hereinafter referred to as: Master Agreement)

1. PARTIES: This Agreement made this 22nd day of October, 2025, by and between Commercial and Industrial Electronics, Inc., a Texas corporation, herein referred to as "C & I", and the undersigned, herein after referred to as "Customer", "Subscriber" or "Lessee".

2. CUSTOMER: (Equipment Location)

Name: Montague County Annex

Street: 11339 Hwy 59

City: Montague State: TX Zip: 76251

Phone# () _____

Phone# () _____

Billing Address Check here if same as Equipment Location _____

Street: _____

City: _____ State: _____ Zip: _____

Phone# () _____

Email Address: _____

3. SERVICES / SYSTEMS (Check as Applicable)

NOTE: Appropriate Supplement(s) shall be attached.

Supplement A. ☒ Purchase Agreement

Supplement B. ☐ Monitoring Agreement

Supplement C. ☐ Lease Agreement

Supplement D. ☐ Service Agreement

Supplement E. ☐ Inspection Agreement

Supplement F. ☐ Other _____

4. ☒ Tax Exempt ☐ Taxable Purchase

5. TYPE OF SYSTEM

☐ Security ☐ Fire ☐ Monitored

a) ☐ Intrusion

b) ☐ Access Control

c) ☒ Video

d) ☐ Other _____

6. PAYMENT:

a) Customer agrees to pay to C & I based upon all attached Inclusions, Attachments and Supplements.

b) All MONITORED schedule of payments shall be due and payable IN ADVANCE on the 1st day of the month commencing with the month following completion of installation, and shall continue for the term of the Agreement until C & I is paid in full for all services and equipment.

c) In the event any payment due is more than thirty (30) days delinquent after final invoice, C & I may impose and collect a delinquency charge of one and one-half (1 ½ %) percent per month (18% per annum) of the amount of the delinquency until the full amount owed C & I is paid.

7. RECEIPT OF COPY. Customer acknowledges receipt of a copy of this Master Agreement & Supplement(s), and the Residential notice of cancellation form.



BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, CUSTOMER ACKNOWLEDGES THAT THEY HAVE DISCUSSED THE PROVISIONS REGARDING LIMITED LIABILITY, THIRD PARTY INDEMNIFICATION, AND DISCLAIMER OF WARRANTIES WITH C & I'S AGENT, IN THIS AGREEMENT AND/OR SUPPLEMENT(S), AND HAS AGREED TO THE LIMITED LIABILITY SET FORTH THEREIN, AND DECLINES INCREASED LIMITED LIABILITY.



BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, CUSTOMER ACKNOWLEDGES THAT THEY HAVE DISCUSSED AND FULLY UNDERSTAND THE THE ATTACHED SUPPLEMENT(S) AND AMOUNT OR DEGREE OF COVEAGE PROVIDED BY C & I.

NOTICE OF RIGHTS OF RESIDENTIAL CUSTOMERS:

YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, SEE THE PROVIDED "NOTICE OF CANCELLATION" PROVIDED FOR AN EXPLANATION OF THIS RIGHT.

COMMERCIAL AND INDUSTRIAL ELECTRONICS, INC (C & I)

By: David Norman

Agent (Printed Name)

Approved: _____

Authorized Officer and Title

THIS AGREEMENT SHALL NOT BE BINDING UPON C & I UNLESS APPROVED IN WRITING BY AN OFFICER OR AUTHORIZED AGENT OF C & I. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF C & I SHALL BE TO REFUND TO CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO C & I BY CUSTOMER UPON THE SIGNING OF THIS AGREEMENT

THE TERMS AND CONDITIONS CONTAINED ON THE REMAINING PAGES OF THIS AGREEMENT AND ON ALL SUPPLEMENTS, SCHEDULES, ADDENDUMS, AND ATTACHMENTS ARE INCORPORATED AND MADE A PART OF THIS MASTER AGREEMENT.

Printed Customer's Name

Title

Signature

8. TERMINATION OF AGREEMENT AND/OR SUPPLEMENT(S) BY C & I FOR CAUSE: C & I shall have the right to terminate Customer for any reason whatsoever for cause with thirty (30) day written notice. Causes may be, but not limited to a "Default by Customer" as described in this Agreement, failure or refusal to communicate with C & I as required by C & I, failure to make necessary repair of their system to eliminate false alarms, equipment failure that generates more than fifteen (15) monitored signals within any twenty-four hour period without attempting or authorizing repair to eliminate the problem, and not maintaining updated alarm or monitoring contact information.

9. DEFAULT BY CUSTOMER: If Customer fails to fulfill the terms of this Agreement, or pay any amount herein provided within thirty (30) days after payment is due, or if Customer fails to perform any other provision hereof within thirty (30) days after C & I has requested, in writing, performance thereof, or if any state proceeding in receivership or insolvency shall be commenced by or against Customer or his property, or if Customer makes any assignment for the benefit of creditors, C & I shall have the right at their option to exercise any one or more of the following remedies:

a) Recover the FULL amounts owed C & I for equipment, services, and lease/monitoring time period commitments, AND all remaining amounts due C & I from Customer under this agreement or Inclusion(s), Attachment(s) and Supplement(s), and return all of C & I's identification to include all labels, window stickers, signs, and other material with C & I's insignia; and/or

b) Immediately enter upon Subscriber's premises and remove any equipment owned by C & I under the terms of this Master Agreement or any supplement(s). If C & I removes any equipment or cable whatsoever, Customer acknowledges and agrees that the removal of C & I owned equipment may leave holes in the wall, ceiling, floor, or building structure, and leave discolored painted surfaces, and the only remedy would be for the Customer to patch and paint the area at their own expense, or request the equipment installed remain, in which case Customer agrees to reimburse C & I for the full amount of the equipment remaining; and/or

c) Recover from Subscriber all sums C & I may be entitled to under the law of the State of Texas.

10. INTEREST / COLLATERAL: To secure Customer's obligations under this agreement, Customer grants C & I an interest in any labor, services, and equipment purchased, leased, or otherwise installed at Customer's premises, and C & I is authorized to file a legal equipment and/or property lien. When all obligations and commitments to C & I are paid in full, C & I will remove any legally filed lien at no cost to the Customer.

11. C & I IS NOT AN INSURER: Customer agrees that C & I or its Agents are not an insurer and no insurance coverage is offered herein. Security, fire alarm, and/or monitoring of any kind are designed to reduce certain risks of loss, though C & I or its Agents do not guarantee that no loss will occur. C & I or its Agents are not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, or property damage sustained by Customer or a third party as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by C & I's or its Agents negligent performance, failure to perform any obligation, or strict products liability. Customer releases C & I and its Agents from any claims for contribution, indemnity, or subrogation.

12. LIMITATION OF LIABILITY / LIQUIDATED DAMAGES: The Parties agree that should there arise any liability or damage issues on the part of C & I or its Agents as a result of C & I's or agents negligent performance to any degree, or failure to perform any of C & I's or its Agents obligations, that C & I's and its Agents liability and liquidated damages shall be limited to the sum of six (6) times the monthly payment or the sum of \$250.00, whichever is greater, as liquidated damages in complete satisfaction of such liability, and C & I and its Agents are released and discharged from any further liability.

If Customer wishes to increase C & I's maximum amount of C & I's or its Agents limitation of liability, Customer may, as a matter of right, at any time, by entering into a supplement contract, obtain a higher limit by paying an annual payment consonant with C & I's and its Agents increased liability. This shall not be construed as insurance coverage.

13. INDEMNITY / WAIVER OF SUBROGATION RIGHTS : Customer agrees to defend, and shall indemnify and hold harmless C & I, its employees, agents and subcontractors, from and against any type of subrogation, and all contracts, claims, lawsuits, including those brought by third parties, or Customer, including all attorney's fees, and losses asserted against and alleged to be caused by C & I's performance, negligent performance or failure to perform its contractual obligations. Customer and C & I agree that there are no third party beneficiaries of this Agreement whatsoever. Customer on its behalf, and any insurance carrier waives any right of subrogation that Customer's insurance carrier may otherwise have against C & I or its subcontractors arising out of this Agreement or Inclusions, Attachments, and Supplements, or the relation of the parties hereto.

14. LEGAL ACTION: When Customer ordinarily has the property of others in their custody, or the system extends to protect other persons or the property of others or third parties, Customer agrees to and shall indemnify, defend, and hold harmless C & I, its employees and agents for and against all claims brought by parties other than the parties of this agreement. This provision shall apply to all claims regardless of cause, including C & I's performance or failure to perform monitoring and response service whether based upon active or passive negligence, contribution, indemnification, warranty or strict or product liability on the part of C & I, its employees or agents. Customer agrees that there are no third party beneficiaries of this agreement.

The parties waive trial by jury in any action between them. In any action commenced by C & I against Customer, Customer shall not be permitted to interpose any counterclaim. Any action by Customer against C & I must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against C & I must be based on the provisions of this Agreement and/or Supplement(s). Any other action that Customer may have or bring against C & I in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Should C & I prevail in any litigation between the parties, Customer shall pay C & I's legal fees.

Customer acknowledges and authorizes C & I to provide any information at its disposal to proper Authorities Having Jurisdiction (AHJ) when any event occurs relating to code violations, or any type of potential or current criminal activity exists. No legal action will be initiated by Customer against C & I for any compliance to this information request from the AHJ whatsoever.

15. ASSIGNMENT OF RIGHTS: Customer acknowledges that the sale or transfer of Customer's premises or accounts shall not relieve Customer from the duties and obligations under this Agreement and/or its Inclusions, Attachments, or Supplements. Customer may not assign this Agreement and/or Inclusions, Attachments, or Supplements without written consent of C & I.

C & I shall have the right to assign this Agreement and/or Inclusions, Attachments, and Supplements to third parties without notice to Customer, and shall have the further right to subcontract any installation and/or service including, but not limited to inspections, monitoring, and patrol response which it may perform. Customer acknowledges that this Agreement along with its Inclusions, Attachments, and Supplements, and particularly those paragraphs relating to C & I's maximum liability, limited liability, subrogation, and third party indemnifications, inure to the benefit of and are applicable to any assignees, subcontractors, and communication centers of C & I, and that they bind Customer with respect to the assignees and/or Customers with the same force and effect as they bind Customer to C & I.

16. SERVICES: REPAIR / INSPECTION / TESTING OF SECURITY AND / OR FIRE DETECTION SYSTEMS: The parties hereto agree that the any type of equipment or system provided and/or installed whatsoever by C & I is in the exclusive possession and control of Customer. It is Customer's sole responsibility to test the operation of any C & I provided and/or installed equipment, and to notify C & I if equipment is in need of repair. C & I shall not be required to service, repair, or test any equipment whatsoever unless C & I has received notice from Customer. Upon such notice, C & I may service, inspect, repair, or test the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday, and legal holidays during C & I's normal business hours of 9 A.M. and 5 P. M., Monday through Friday, after which Customer agrees to pay one and one-half (1 ½) times the normal labor rate for such service, inspection, repair, or testing. Customer agrees to test and inspect any equipment daily and to advise C & I of any defect, error, or omission in the equipment. Any dispute over the proper service, inspection, repair, or testing of equipment must be documented by Customer by written notice to C & I.

17. FALSE ALARM / PERMIT & OTHER FEES : Customer is responsible for all false alarm fines by an Authority Having Jurisdiction, alarm permits and/or special permit fees, third party service fees, static IP usage fee, or any type of networking fee whatsoever that is required for Customers system operation and/or monitoring. Customer agrees to file for and maintain any permits required by applicable law and indemnify, or reimburse C & I for any fines related to permits or false alarms. C & I shall have no liability for permit fees, false alarms of any kind or nature, false alarm fines, emergency response fines of any kind or nature, any damage to personal or real property or personal injury caused by any type of emergency response to alarm(s) whether false alarm or otherwise, or the refusal of the police or fire department or any emergency agency to respond. In the event of any police or fire response, or any emergency agency response is terminated by a municipality, or any other entity whatsoever, this Agreement shall nevertheless remain in full force and Customer shall remain liable for all payments provided herein. Should C & I be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement and / or Inclusions, Attachments and Supplements, Customer agrees to pay C & I for such service or material.

18. NON-SOLICITATION: Customer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of C & I assigned by C & I to perform any installation or service for, or on behalf of Customer for a period of two (2) years after C & I has completed providing installation or service to Customer. In the event of Customer's violation of this provision, in addition to injunctive relief, C & I shall recover from Customer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with C & I, times twelve, together with C & I's counsel and expert witness fees.

19. INSTALLATION: Customer authorizes and empowers C & I to install or cause to be installed the system equipment set forth in any inclusions, attachments, or supplements to this Agreement. Any error or omission in the construction or installation of the system must be called to the attention of C & I, in writing, within five (5) days after completion of the installation, or the installation shall be deemed totally satisfactory to and accepted by Customer. C & I assumes no liability for delay in installation of any equipment, or for interruption of services due to strikes, riots, floods, storms, earthquakes, fires, power failure, insurrection, interruption or unavailability of telephone service, Acts of God, or any other cause beyond the control of C & I, and will not be required to supply service to Customer while interruption of services continue to occur. Customer shall not be relieved from payments due C & I under this Agreement for any interruption of services mentioned above.

20. DELAY OF INSTALLATION AND/OR SERVICES: C & I shall not be liable for any damage or loss sustained by Customer as a result of delay in installation or services of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, Acts of God, or other causes beyond the direct control of C & I. Customer shall be relieved from payments due under this delay of installation only if such delay is under the direct control of C & I, otherwise, Customer shall be responsible for payments of any kind due under this agreement.

21. C & I's RIGHT TO SUBCONTRACT SPECIAL SERVICES: Customer agrees that C & I is authorized and permitted to subcontract any services to be provided by C & I to third parties who may be independent of C & I, and that C & I shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary, or any other cause whatsoever caused by the negligence of third parties, and that Customers appoints C & I to act as Customers agent with respect to such third parties, except that C & I shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to C & I's disclaimer of warranties, exemption from liability, even for its negligence, subrogation, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of C & I.

22. DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE: Customer agrees to furnish, at Customer's expense (unless otherwise agreed to in writing), all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups (if required), or equivalent, as deemed necessary by C & I in its sole discretion, and to notify C & I of any change in such service. Customer fully understands they are solely responsible to completely test their system after any and all communication changes to assure proper operation of their system, and to notify C & I of any problems. C & I has no responsibility to notify the Customer that their system is not working properly.

23. CUSTOMERS CARE OF EQUIPMENT: REPAIRS AND ADDITIONS: Repairs shall be performed as per the limited guarantee on parts and labor. Any additions or alterations after initial installation will be at an extra cost to Customer, and agreed to on a written change order.

24. ALTERATION OF PREMISES: Once Agreement is signed between Parties, if any alteration(s) is made to the premises prior to installation, Customer may be responsible for additional charges from C & I due to extra material and/or difficulty of installation. C & I's sole responsibility of providing labor and materials are as per Agreement with Customer prior to any alteration or addition to premises. Any changes to this agreement must be by written Change Order.

25. NO WARRANTIES OR REPRESENTATIONS: CUSTOMER'S EXCLUSIVE REMEDY: C & I does not represent nor warrant that the security and/or fire alarm system provided will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Customer acknowledges that C & I is not an insurer, and that Customer assumes all risk for loss or damage to Customers premises or its contents. C & I has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Customer's exclusive remedy for C & I's default hereunder is to require C & I to repair or replace, at C & I's option, any equipment or part of the alarm system which is non-operational.

26. LIMITED GUARANTEE ON PARTS AND LABOR: Under the terms of this agreement, all equipment, parts, material, and labor furnished by C & I shall carry a one (1) year limited guarantee from "Project Completion" date. Extended periods of guarantee shall only be valid when a written attachment is made to this Supplement. Unauthorized maintenance, Acts of God, fire, vandalism, misuse, and flood are not covered under this limited guarantee, and Customer will be responsible to pay all labor and materials for C & I to restore the system to normal operation.

27. EFFECTIVE SERVICE: The obligation of C&I to render service to any particular Customer shall become effective only after (a) C&I has

received an original signed copy of the Master Agreement and initialed any applicable Supplement(s), and, b) in the case of 24 hour Monitoring, C & I, or its Agent has received an acceptable test signal from Customer for which services are to be rendered.

28. MONITORING: SERVICE: C&I and Subscriber agree that C&I's or its Agents sole and only obligation under the Master Agreement, Inclusions, and Supplement(s) shall be to monitor signals received by means of the alarm system; and C&I, upon receipt of an alarm signal from a Subscriber's premises shall make every reasonable effort to transmit notification of the alarm promptly to the Police, Fire, or other authorities and/or the person or persons whose names and telephone numbers are set forth on the Monitoring Agreement.

29. MONITORING: SATISFACTORY COMPLETION OF THE MONITORING TERM: Upon satisfactory completion of the Term of monitoring Agreement, and Customers desire to terminate the Monitoring Agreement as per the terms of the agreement, Customer agrees to allow C & I in the premises, or remotely, to eliminate any proprietary software programming that allows signals to terminate at C & I's or its Agents 24-Hour Monitoring Station.

30. GENERAL PROVISIONS:

a) Attorney's fees; Limitation of Actions. In the event it shall become necessary for C & I to institute or defend legal proceedings to enforce its rights under this agreement, Customer shall pay to C & I the cost of all attorney's fees. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

b) Customer Purchase Order. Customer acknowledges that if there is any conflict between this agreement and/or supplements, and Customer's purchase order, or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of C & I.

c) Invalid Provisions. In the event any of the terms or provisions of this agreement or any Supplement(s) shall be declared to invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

d) Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement(s) may only be had in Wichita Falls, Texas, Wichita County.

e) Notices. All notices shall be in written form, and communicated or served, either personally or by FAX, email, US Postal Service, Certified Mail, or any other internet or electronic means whatsoever as long as proper identification is provided to verify authorization.

f) Agreement Suspended on Catastrophe. This agreement may be suspended or cancelled, without notice at the option of C & I, if C & I, it's Agent(s), or Customer's premises or the system are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event C & I, or it's Agent(s) are unable to render service as a result of any governmental authority.

g) Gender; Number: Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

SUPPLEMENT A - (Purchase Agreement)

When acknowledged below, this Supplement shall be considered part of the signed Master Agreement.

1. Payment: CUSTOMER AGREES TO PAY TO C & I:

A. Total sum of Contract/Agreement.

NOTE: If Tax Exempt, a copy of Tax Exempt Certificate must be provided

Nine thousand nine-hundred eighty dollars

(Written Amount)

Plus TAX \$ 9,980.00

(Numerical Amount)

2. SYSTEM EQUIPMENT COVERED BY THIS SUPPLEMENT (Schedule of Devices)

Description

Uniview 64-Channel Video Server

Twenty-eight Uniview Cameras

_____ Check here if a separate page is attached to this Supplement listing the description of additional equipment.



BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, CUSTOMER ACKNOWLEDGES SUPPLEMENT A IS PART OF THE MASTER AGREEMENT. CUSTOMER ACKNOWLEDGES THEY FULLY UNDERSTAND THIS SUPPLEMENT.

SUPPLEMENT B - (Monitoring Agreement)

When acknowledged below, this Supplement shall be considered part of the signed Master Agreement.

1. TERM OF MONITORING AGREEMENT / RENEWAL: The terms of this agreement/supplements shall be for a period of 1 year, after which, this Agreement may be canceled by signed written notice by either party. This contract will automatically renew for successive additional terms of one (1) year thereafter under the same terms and conditions. After the period of this Supplement has been completed, C & I shall be permitted from time to time to increase the monitoring charge by a reasonable amount each year to offset inflation/expenses, and Subscriber agrees to pay such increase as invoiced. Subscriber acknowledges early termination of the monitoring period shall result in ALL AMOUNTS IMMEDIATELY DUE to C & I for the remainder of the agreed upon periods of time owed, and applicable terms of Item 9 of the master agreement, "Default by Customer" shall apply.

2: TRANSMISSION / COMMUNICATION PATHS: Customer shall be responsible for all transmission / communications paths to C & I, or its Agents monitoring station regardless of method utilized. C & I shall not be held responsible for any loss monitored signals resulting from Customers transmission / communication paths to the monitoring station.

3. METHOD OF MONITORING: ☐ Long Range Radio Frequency (RF) ☐ IP ☐ GSM Other: _____

4. MONTHLY PAYMENT(S): CUSTOMER AGREES TO PAY TO C & I:

A. Partition #1: _____ plus tax per month \$ _____
(Written Amount) (Numerical Amount)

B. Partition #2: _____ plus tax per month \$ _____
(Written Amount) (Numerical Amount)

C. Partition #3: _____ plus tax per month \$ _____
(Written Amount) (Numerical Amount)

D. Partition #4: _____ plus tax per month \$ _____
(Written Amount) (Numerical Amount)

E. GSM (Control Only): _____ plus tax per month \$ _____
(Written Amount) (Numerical Amount)

5. METHOD OF SCHEDULED PAYMENTS: ☐ Monthly Bank Drafts ☐ Quarterly Invoice ☐ Yearly Invoice

6. CUSTOMERS ID: _____ **Special Instructions:** _____

7. PANIC / HOLD-UP / DURESS SOUNDERS: ☐ Silent ☐ Audible ☐ Call First ☐ Dispatch

8. FIRE RESPONSE PROCEDURES: ☐ Dispatch Immediately. If Residence, ☐ Contact Premises 1st, No response, then Dispatch Fire

SPECIAL INSTRUCTIONS: _____

9. SECURITY PROCEDURES: ☐ Contact Premises 1st, No response, Dispatch Law Enforcement, then contact 2nd call Individual(s).

SPECIAL INSTRUCTIONS: _____

10. DEPARTMENT: Police Fire Other _____ Department Ph# () _____
(Circle all that apply)

Special Response Instructions: _____

11. 2nd CALL INDIVIDUALS [Person(s)] (Individuals designated by Customer to meet any emergency response department at the Customers equipment \ location when there is an alarm condition and Customer cannot be reached. If individual has a verified "Customers ID", that 2nd call individual shall have authority to authorize C & I or its agents to make any decisions whatsoever on how the system is to operate until Customer can be officially contacted. CUSTOMER SHALL BE SOLELY RESPONSIBLE TO ASSURE THE 2ND CALL LIST AND VERIFIED INDIVIDUALS AUTHORIZED TO MAKE DECISIONS ON THEIR BEHALF IS CORRECT AND CURRENT.

1. _____ () _____
2. _____ () _____
3. _____ () _____

12. ENTRY REPORT SERVICE (Commercial Only) – OPENINGS and/or CLOSINGS

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open							
Close							

Special Instructions: _____



BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, CUSTOMER ACKNOWLEDGES SUPPLEMENT B IS PART OF THE MASTER AGREEMENT. CUSTOMER ACKNOWLEDGES THEY FULLY UNDERSTAND THIS SUPPLEMENT.

SUPPLEMENT C - (Lease Agreement)

When acknowledged below, this Supplement shall be considered part of the signed Master Agreement.

1. TERM OF LEASE AGREEMENT / RENEWAL: The term of this agreement shall be for a period of _____ (_____) years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least thirty (30) days prior to the expiration of any term. C & I shall be permitted from time to time to increase the servicing charge by an amount not to exceed nine (9) percent each year, and Customer agrees to pay such increase as invoiced.

2. TYPE LEASE: _____ **LIMITED AGREEMENT WITH PURCHASE OPTION**
UPON COMPLETION OF THE TERM OF LEASE AS DESCRIBED HEREIN,
CUSTOMER HAS THE OPTION TO PURCHASE THE SYSTEM FOR

\$ _____

_____ **LIMITED AGREEMENT WITH NO PURCHASE OPTION**
If Customer does not notify C & I in writing of their desire to purchase the alarm system, then the lease shall automatically continue with the same extended lease service.

3. LEASE PAYMENT SUMMARY: Customer agrees to pay to C & I (all blanks must be completed)

A. TOTAL AMOUNT DUE TO START LEASE:

NOTE: If Tax Exempt, a copy of Tax Exempt Certificate shall be attached to this Supplement)

_____ \$ _____
(Total Written Contract Amount) (Numerical Amount)

B. MONTHLY PAYMENTS: _____ plus tax per month \$ _____
(Written Amount) (Numerical Amount)

C. METHOD OF SCHEDULED PAYMENTS: _____ Monthly Bank Drafts _____ Quarterly Invoice _____ Yearly Invoice

D. SPECIAL INSTRUCTIONS: _____

4. SYSTEM EQUIPMENT COVERED BY THIS SUPPLEMENT (Schedule of Devices)

Description:

_____ Check here if a separate page is attached to this Supplement listing the description of additional equipment.



BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, CUSTOMER ACKNOWLEDGES SUPPLEMENT C IS PART OF THE MASTER AGREEMENT. CUSTOMER ACKNOWLEDGES THEY FULLY UNDERSTAND THIS SUPPLEMENT.

SUPPLEMENT D - (Equipment Service Agreement)

When acknowledged below, this Supplement shall be considered part of the signed Master Agreement.

1. TERM OF SERVICE AGREEMENT / RENEWAL: The term of this agreement shall be for a period of _____ (_____) years and shall automatically renew month to month thereafter under the same terms and conditions as set forth in the Master Agreement.

2. PAYMENT: CUSTOMER AGREES TO PAY TO C & I:

NOTE: If Tax Exempt, a copy of Tax Exempt Certificate shall be attached to this Supplement)

A. PAYMENT(S): _____ plus tax \$ _____
(Written Amount) (Numerical Amount)

B. SCHEDULE OF PAYMENTS: _____ Monthly Bank Drafts _____ Quarterly Invoice _____ Yearly Invoice _____ Internet

3. SYSTEM EQUIPMENT COVERED BY THIS SUPPLEMENT (Schedule of Devices)

Note: This service agreement only applies to equipment owned by Customer.

a) _____ Purchased Equipment as listed in Supplement A of the Master Agreement

b) _____ Other Equipment, Please list:

<u>Quantity</u>	<u>Type Device</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ Check here if a separate page is attached to this Supplement listing the quantity and type of devices.

4. EFFECTIVE SERVICE: Reference Paragraph 27 of the Master Agreement.

5. SERVICE PROVIDED: Reference Paragraph 16 of the Master Agreement (Services: Repair, Inspection, Testing of Security and / or Fire Detection Systems.



BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, CUSTOMER ACKNOWLEDGES THAT SUPPLEMENT D IS PART OF THE MASTER AGREEMENT. CUSTOMER ACKNOWLEDGES THEY FULLY UNDERSTAND THIS SUPPLEMENT.

SUPPLEMENT E - (Inspection Agreement)

When acknowledged below, this Supplement shall be considered part of the signed Master Agreement.

1. TERM OF INSPECTION AGREEMENT / RENEWAL: The term of this agreement shall be for a period of one (1) years and shall automatically renew month to month thereafter under the same terms and conditions set forth in the Master Agreement.

2. PAYMENT: CUSTOMER AGREES TO PAY TO C & I:

NOTE: If Tax Exempt, a copy of Tax Exempt Certificate shall be attached to this Supplement)

A. PER INSPECTION AMOUNT: _____ plus tax per inspection \$ _____
(Written Amount) (Numerical Amount)

B. SCHEDULE OF PAYMENTS: _____ Monthly Bank Drafts _____ Quarterly Invoice _____ Yearly Invoice _____ Internet

3. EQUIPMENT OWNERSHIP: _____ Purchased by Customer _____ Leased by Customer

4. INSPECTION SCHEDULE: _____ Monthly _____ Quarterly _____ Yearly Other _____

5. TYPE OF INSPECTION COVERED BY THIS SUPPLEMENT

1) _____ COMMERCIAL ALARM SYSTEM
a) _____ Fire c) _____ Video Security System
b) _____ Intrusion Security System d) _____ Access Control Security System
Other: _____

2) _____ RESIDENTIAL ALARM SYSTEM
a) _____ Fire c) _____ Video Security System
b) _____ Intrusion Security System d) _____ Access Control Security System
Other: _____

6. EFFECTIVE SERVICE: Reference Paragraph 27 of the Master Agreement (Effective Service).

7. SERVICE PROVIDED: Inspection service includes physically visiting Customers premises, testing and inspecting the equipment for proper operation and/or Code compliance, and reporting to the Customer the results of the inspection and/or providing a passed inspection document. Repair, replacement of any equipment, or adding any additional equipment is not part of or included in this Supplement regardless of equipment ownership as identified in #3 above. Any repair, replacement of equipment, or adding any additional equipment whatsoever for any reason that might result in additional costs shall not be performed without written authorization by Customer. Reference paragraph 16 of the Master Agreement for Services: Repair, Inspection, Testing of Security and/or Fire Detection Systems, and Supplement A if Customer owns equipment, or Supplement C if Customer leases the equipment.



BY PLACING YOUR INITIALS BESIDE THIS CLAUSE, CUSTOMER ACKNOWLEDGES THAT SUPPLEMENT E IS PART OF THE MASTER AGREEMENT. CUSTOMER ACKNOWLEDGES THEY FULLY UNDERSTAND THIS SUPPLEMENT.

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Montague, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 194/Howard Rd at North Fork Village Creek & CR/Howard Rd at Draw, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 116522, dated August 16, 2023; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans,

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specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not

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be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be

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- deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
 - J. The State will not pay interest on any funds provided by the Local Government.
 - K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
 - L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
 - M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).
 - N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety

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(90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment C, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment B to this Agreement shows a list of EMPs under this Agreement.
- B. **Project Cost Estimate for PWP.** Attachment C to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment C to this Agreement.
- D. **Responsibilities of the Local Government on EMPs.**
 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

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4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
County of Montague
11339 SH 59
Montague, TX 76251

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this

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Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State

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will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program

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is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of Federal or Federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Kevin Benton

Typed or Printed Name

Montague County Judge

Title

Date

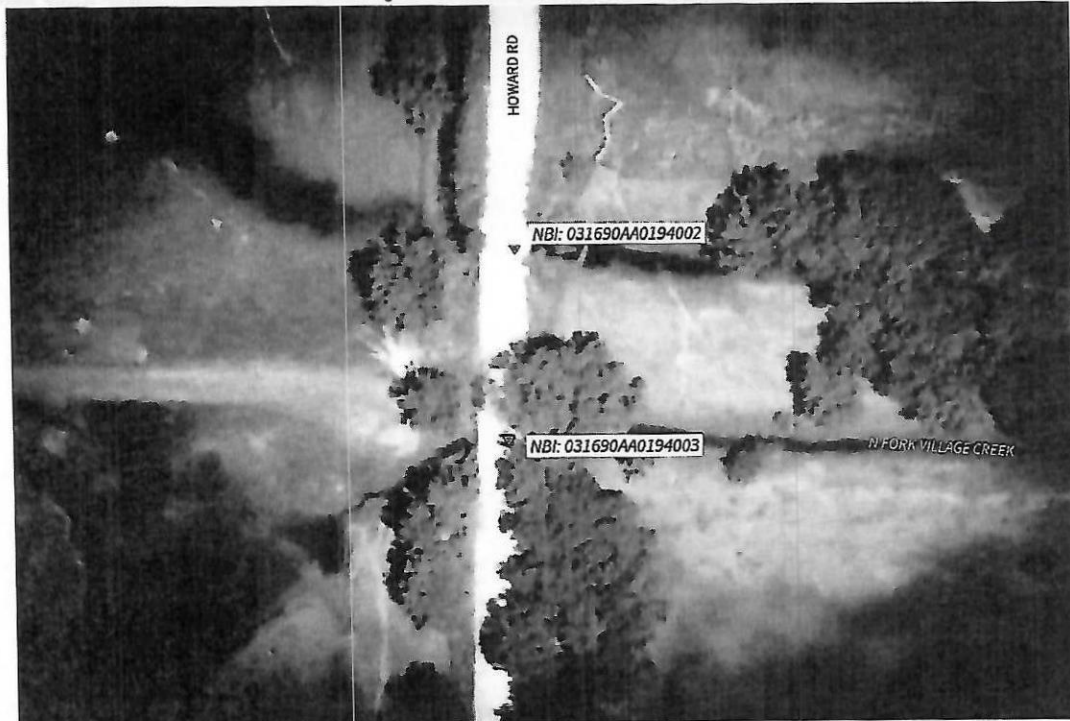
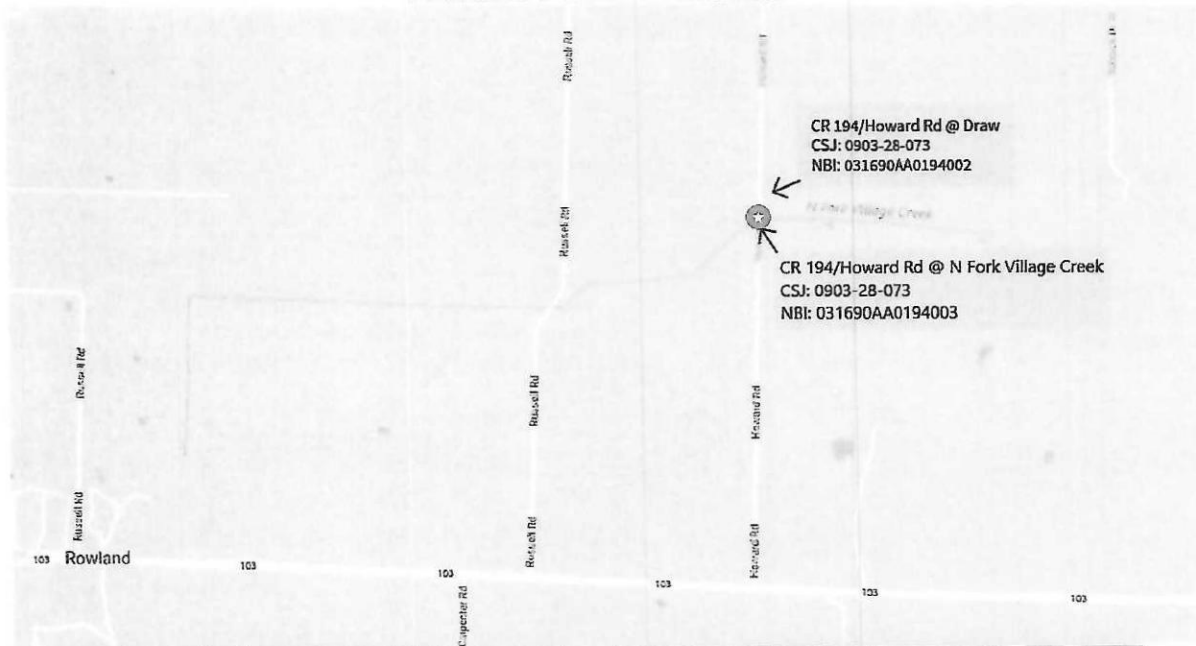
THE STATE OF TEXAS

Jamie F. Farris, P.E.
Bridge Division Director
Texas Department of Transportation

Date

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ATTACHMENT A-1 PROJECT LOCATION MAP



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ATTACHMENT A-1

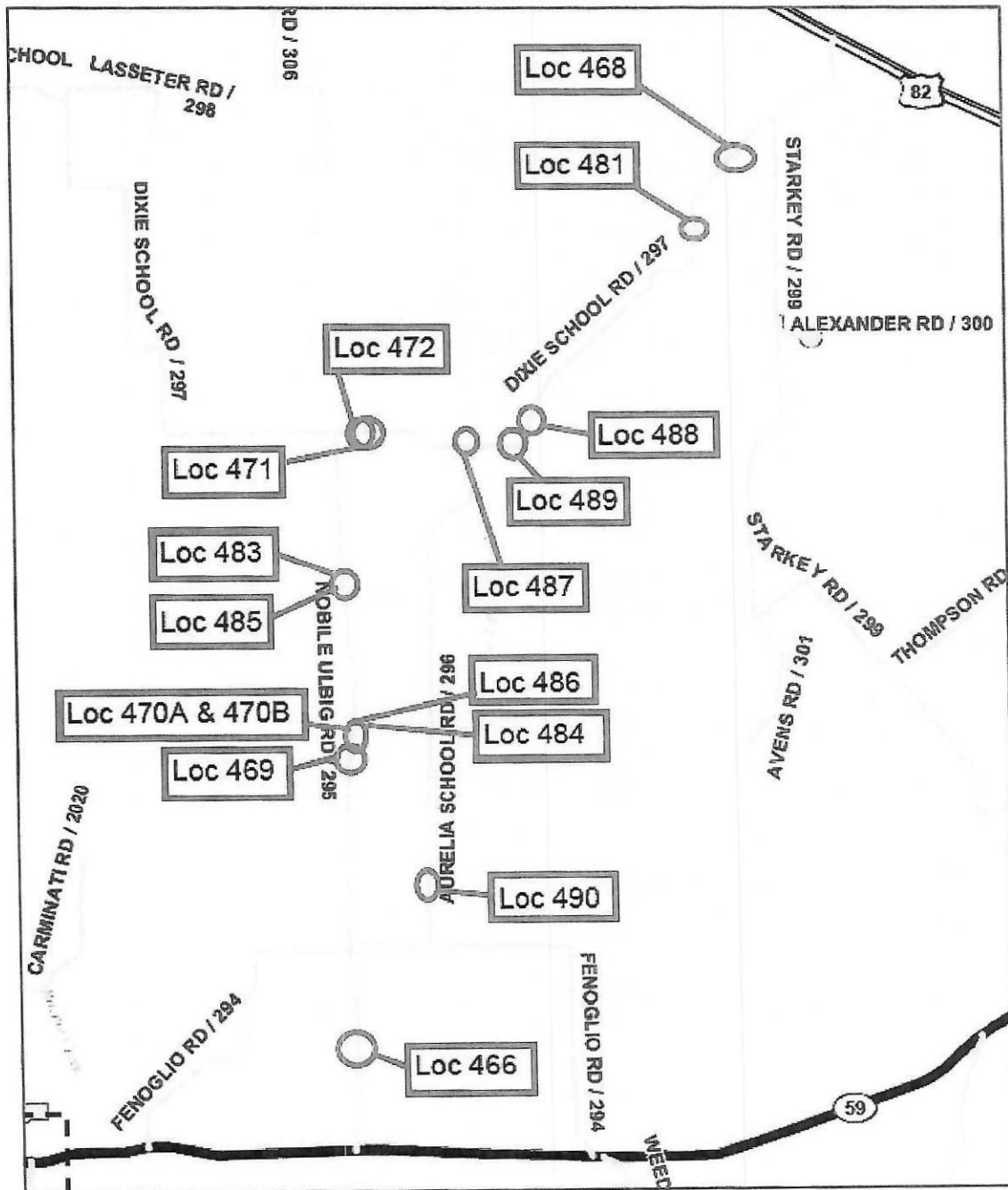
Equivalent Match Projects (EMPs) Locations



Location	Lat	Long
Location 426	33.8205194	-97.6886333
Location 462	33.90227	-97.67829
Location 463	33.93871	-97.67341
Location 466	33.67129138	-97.685244
Location 467	33.88361	-97.68749
Location 468	33.74872	-97.6438
Location 469	33.6955767	-97.685027
Location 470A & 470B	33.69824	-97.6848
Location 471	33.7262	-97.68312
Location 472	33.726267	-97.688324
Location 481	33.74292040	-97.64778148
Location 483	33.71022	-97.68451
Location 484	33.69880754	-97.68472809
Location 485	33.71242	-97.68469
Location 486	33.71381	-97.68483
Location 487	33.72478132	-97.67191390
Location 488	33.72840920	-97.66465709
Location 489	33.72461897	-97.66684876
Location 490	33.68995	-97.67706

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ATTACHMENT A-1



TxDOT::				NBI Structure #	031690AA0194003 & 031690AA0194002
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ATTACHMENT B-1 **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Location 426	Yes	No	Replace Culvert	\$5,368.84
Location 462	Yes	No	Replace Culvert	\$5,436.00
Location 463	Yes	No	Replace Culvert	\$6,021.00
Location 466	Yes	No	Replace Culvert	\$8,426.05
Location 467	Yes	No	Replace Culvert	\$7,827.89
Location 468	Yes	No	Replace Culvert	\$38,753.21
Location 469	Yes	No	Replace Culvert	\$11,129.56
Location 470A	Yes	No	Replace Culvert	\$2,688.06
Location 470B	Yes	No	Replace Culvert	\$2,688.06
Location 471	Yes	No	Replace Culvert	\$3,812.55
Location 472	Yes	No	Replace Culvert	\$3,812.55
Location 481	Yes	No	Replace Culvert	\$4,631.52
Location 483	Yes	No	Replace Culvert	\$3,260.11
Location 484	Yes	No	Replace Culvert	\$4,631.52
Location 485	Yes	No	Replace Culvert	\$2,688.06
Location 486	Yes	No	Replace Culvert	\$2,688.06
Location 487	Yes	No	Replace Culvert	\$7,280.03
Location 488	Yes	No	Replace Culvert	\$3,208.64
Location 489	Yes	No	Replace Culvert	\$3,208.64
Location 490	Yes	No	Replace Culvert	\$4,034.94
Total				131,595.29
EMP work credited to this PWP*				\$128,862.18
Balance of EMP work available to associated PWPs				\$2,733.11
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
N/A			N/A	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

**This attachment not applicable for non-PWPs.

TxDOT:				NBI Structure #s	031690AA0194003 & 031690AA0194002
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ATTACHMENT C-1 ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$54,555.44	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$5,455.54
Construction	\$1,113,376.40	
Engineering and Contingency (E&C)	\$120,690.01	
The Sum of Construction and E&C	(2) \$1,234,066.41	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$123,406.64
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$128,862.18
Total Project Direct Cost	(1+2) \$1,288,621.85	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment B-1. \$128,862.18

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ATTACHMENT D-1 RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

THE STATE OF TEXAS COUNTY OF MONTAGUE

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 194/Howard Rd at N Fork Village Creek & CR 194/Howard Rd at Draw with National Bridge Inventory Numbers (NBI) 031690AA0194003 & 031690AA0194002 and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 116522, dated August 16, 2023; and

WHEREAS, the usual fund participation ratio for projects under such program is 80-percent Federal, 10-percent State and 10-percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d)(43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$128,862.18 (PWP dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

BE IT FUTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

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AFA CSJs	0903-28-073			CFDA No.	20.205
District #	WFS-03	Code Chart 64#	50169	CFDA Title	Highway Planning and Construction
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1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match projects, the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match projects has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match projects.
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The County Judge is authorized to execute the agreement on behalf of the Local Government.

Approved this the 10th day of November, 2025.

Approved: _____

Kevin Benton
Montague County Judge

Date: _____