

THE STATE OF TEXAS
COUNTY OF CHILDRESS

§
§
§

IN COMMISSIONERS COURT
REGULAR MEETING

On this Regular Meeting 11th day of August, A.D. 2025 the Commissioners' Court of Childress County, Texas, convened in a Regular Meeting at the regular meeting place in the Childress County Courthouse with the following members assembled and composing said Court:

**KIMBERLY JONES
JEREMY HILL
MARK ROSS
KEVIN HACKLER
RICK ELLIOTT
TIFFANY HOWARD**

**COUNTY JUDGE
COMMISSIONER PRECINCT 101
COMMISSIONER PRECINCT 201
COMMISSIONER PRECINCT 301
COMMISSIONER PRECINCT 401
COUNTY CLERK**

BUDGET MEETING

MINUTE 289:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Rick Elliott to approve the minutes of the previous meeting.

Motion carried unanimously.

MINUTE 290:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Rick Elliott to approve the monthly reports.

Motion carried unanimously

MINUTE 291:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Rick Elliot to approve renewing a resolution to participate in the Panhandle Regional Mutal Aid Agreement.

Motion carried unanimously

MINUTE 291:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to approve accepting a bid from Aryco for maintenance, cleaning and repair (if needed) of the existing air conditioning and heating units for the Courthouse offices

Motion carried unanimously

MINUTE 292:2025

Commission Mark Ross made the motion, duly seconded by Commission Rick Elliott to approve the Interlocal Agreement for the Show Animal Barn/4H Meeting Facility.

Motion carried unanimously

MINUTE 293:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to approve the appropriate action regarding settlement terms with (1) Purdue (and certain of its affiliates) and the Sackler family, and (2) Sandoz, Inc. (Sandoz Subdivision Settlement), and (3) Alvogen, Amneal, Apotel, Hikma, Indivior, Mylan, Su, and Zydus ("Alvogen"), and authorizing the County Judge or other authorized officials/representatives to execute the Settlement participation and release forms regarding settlements in the matter of opioid multidistrict litigation for the County in the matter of *In Re: National Prescription Opiate Litigation*, MDL No: 1:17-md-02804.

Motion carried unanimously

MINUTE 294:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Rick Elliott to approve the renewal of the Interlocal Agreement with the Regional Public Defender Office for the FY 2025/2026 with an automatic renewal for the FY 2026/2027.

Motion carried unanimously

MINUTE 295:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Kevin Hackler to approve the monthly bills.

Motion carried unanimously

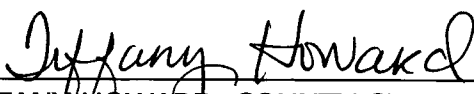
MINUTE 296:2025

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to adjourn the meeting.

Motion carried unanimously

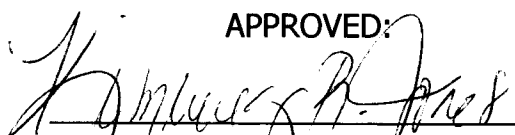
The above and foregoing minutes of the Commissioners' Court of Childress, Childress County Texas, were read and approved on the 8TH day of September 2025.

ATTEST:



TIFFANY HOWARD, COUNTY CLERK

APPROVED:



KIMBERLY R. JONES, COUNTY JUDGE

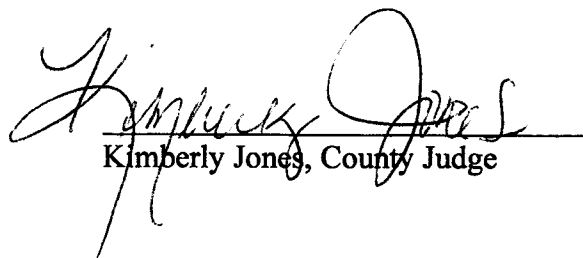
NOTICE OF MEETING

In compliance with Article 6252-17 V.T.C.A. public notice is hereby given that the Commissioners' Court of Childress County, Texas will hold its **regular meeting on Monday, August 11, 2025, at 9:00 o'clock a.m.** in the Commissioners' Courtroom, in the Courthouse, Childress, Texas.

The following items are listed on the Agenda, To-Wit:

- ARUCO
1. Reading and approving minutes of previous meeting; MR/RE
 2. Approval of monthly reports; MR/RE
 3. To discuss and possibly approve renewing a resolution to participate in the Panhandle Regional Mutual Aid Agreement; MR/RE
 4. Discuss and possibly approve accepting a bid on the air conditioning and heating units for the Courthouse Offices; MR/JH
 5. Discuss and possibly approve Interlocal Agreement for the Show Animal Barn/4H Meeting Facility; MR/RE
 6. Discussion, consideration and appropriate action regarding settlement terms with (1) Purdue (and certain of its affiliates) and the Sackler family, and (2) Sandoz, Inc. (Sandoz Subdivision Settlement), and (3) Alvogen, Amneal, Apotel, Hikma, Indivior, Mylan, Sun, and Zydus ("Alvogen"), and authorizing the County Judge or other authorized officials/representatives to execute the Settlement participation and release forms regarding settlements in the matter of opioid multidistrict litigation for the County in the matter of *In Re: National Prescription Opiate Litigation*, MDL No. 1:17-md-02804. MR/JH
 7. Discuss and possibly agree renewing Interlocal Agreement with the Regional Public Defender Office for the FY 2025/2026 with an automatic renewal for FY 2026/2027; MR/RE
 8. Approval of monthly bills; MR/KH
 9. Adjourn MR/JH

Dated and Posted **Thursday, August 7th, 2025, by 8:05 o'clock a.m.**


Kimberly Jones, County Judge

FILED FOR RECORD
AUG 7 '25 AM 7:56
CHILDRESS COUNTY
CLERK - TIFFANY HOWARD

Feb TAC
Virtual
Agenda

RESOLUTION NO. _____

A RESOLUTION BY THE COMMISSIONERS' COURT OF CHILDRESS, TEXAS, AUTHORIZING THE COUNTY'S PARTICIPATION IN THE PANHANDLE REGION (TEXAS STATE PLANNING REGION 1) REGIONAL MUTUAL AID AGREEMENT AND DESIGNATING THE JUDGE TO SERVE AS THE COUNTY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, Childress County is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the County's residents and their property; and

WHEREAS, in the event of a large-scale disaster, Childress County could be faced with a situation that exceeds its capacity to effectively respond to the incident thereby placing residents and their property at greater risk; and

WHEREAS, this same limitation impacts localities across the Texas Panhandle; and

WHEREAS, it would benefit Childress County, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher, more appropriate level of response; and

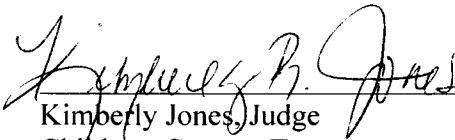
WHEREAS, the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among the localities of the region, as needed and available, to afford all residents of the Panhandle a greater degree of protection; and

WHEREAS, Childress County finds that it is in the best interest of its residents to participate in the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

NOW THEREFORE, be it resolved by the Commissioners' Court of the <Name> County, Texas, that:

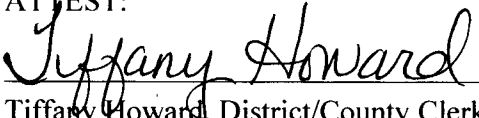
1. The County is hereby authorized to join itself as a party to the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.
2. The County Judge, as the County's Emergency Management Director, is designated to serve as the County's Chief Representative in all matters pertaining to its participation in this Agreement.
3. The County agrees to abide by the terms of this Agreement insomuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS 11th DAY OF August, 2025.



Kimberly Jones, Judge
Childress County, Texas

ATTEST:



Tiffany Howard, District/County Clerk
Childress County, Texas

**PANHANDLE REGION (TEXAS STATE PLANNING REGION 1)
MUTAL AID AGREEMENT**

This Mutual Aid Agreement (the "**Agreement**") is made by and between the cities and counties of the Texas State Planning Region 1 (as designated by the Governor's Office) and for the purpose of this document referred to as the "**PRPC COG**" or "**COG**"), who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating party (the "**Parties**").

RECITALS

- A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
- B. The Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.
- C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during recovery periods.
- D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.
- E. The Parties hereto wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act) Chapter 418, Texas Government Code (Texas Disaster Act of 1975) as amended and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 1.
- G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing, bodies, hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.

2. **Previous Agreement.** This Agreement replaces the previous Regional Mutual Aid Agreement created for Texas State Planning Region 1 in March 2004, February 2014, and July 2021.
3. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.
4. **Definitions.**

“Civil emergency” means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

In accordance with Section 362.002, Texas Local Government Code, law enforcement *“assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the other county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.”*

“Declaration of Local Disaster” means an official statement issued by a jurisdiction’s Emergency Management Director or his/her authorized designee to declare that a state of emergency exists in the jurisdiction, or part thereof, as a result of natural or man-caused conditions which may present severe threats to life and property of the residents therein.

“Disaster Assistance” means the provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and/or other related services, without limitation, during a disaster.

“Disaster”, consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, of loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" does not include ordinary emergencies, such as a small localized hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

“Disaster District Chief or DC or DDC” means the Chief of the Texas Division of Emergency Management (TDEM) disaster district. TDEM Disaster District 1 mirrors the PRPC COG region. The DC, or their designee, serves as the initial source of state emergency assistance for local governments. The DC will, when requested, facilitate the

identification, mobilization, and deployment of state personnel, state equipment, state supplies, and technical support in response to requests for emergency assistance from local governments.

“Incident Command System or ICS” means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a sub-component of NIMS.

“Incident Commander” means the person responsible for all aspects of an emergency response; including quickly developing incident objectives (incident action plans), managing all incident operations, application of resources as well as responsibility for all persons involved.

“Panhandle Multi-Agency Coordination Center or PMACC” means the organizational structure developed and managed by the PRPC’s Panhandle Regional Emergency Management Advisory Committee (PREMAC) to facilitate the filling of mutual aid resource and asset requests, to the extent possible, during large-scale emergencies or disasters in the Panhandle region. The MACC works in coordination with the DDC.

“Mutual Aid” means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.

“National Incident Management System or NIMS” means a system prescribed by Homeland Security Presidential Directive 5 to coordinate emergency preparedness and incident management among various federal, state, and local agencies. NIMS provides a uniform nationwide approach to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents no matter what the cause, size or complexity, including catastrophic acts of terrorism and disasters.

“Operational Period” means the period of time scheduled for the execution of a given set of operational actions such as those specified in the Incident Commander’s incident action plan.

“Requesting Party” means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.

“Responding Party” means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

“Unified Command” means a group that consists of the Incident Commanders from the various jurisdictions or organizations involved with a disaster response joining together to form a single command structure.

“WebEOC®” means a specific named web-enabled crisis information management system that allows for real-time information sharing. *WebEOC®* provides a method for expedient information exchange between organizations, within and across disciplines and geographic regions regarding the actual status of events as they are occurring. This system may be replaced with a similar system that serves the same purpose.

5. **Request for Assistance.** The request for assistance:
- will be made only after the Requesting Party's response assets and those assets available through the Requesting Party's local mutual aid agreements, if such other agreement(s) exist, have been fully committed to the emergency or disaster response;
 - will be made after a Declaration of Local Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code;
 - will be made by the highest-ranking authority of the Requesting Party available at the time of need or as provided under sub-part e. below;
 - will be made to the highest-ranking authority of the Responding Party available at the time of need or as provided under sub-part e. below;
 - may be made by the highest-ranking authority of the Requesting Party to PRPC Regional Services Staff, who may in turn, contact the PREMAC Chairperson to request activation of the PMACC to assist in filling the mutual aid request(s);
 - will specify to the greatest extent possible the location to which the resources are to be dispatched, the nature of the problem requiring assistance, the resources requested, and the specific time the resources will be needed; and
 - may be made verbally or in writing; however, if a request is made verbally, it must be confirmed in writing as soon as practical thereafter the verbal request is made.

- 5b. **Response to Request for Assistance.** Notwithstanding anything in this Agreement, the decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and to what extent the Responding Party's resources are available and should be provided and subject to availability that does not disrupt proper service to its own jurisdiction.

6. **Parties' Emergency Management Plan.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid. The emergency management plan shall be submitted to the Texas Division of Emergency Management.
7. **Emergency Management Director.** The County Judge of each county or Mayor of each city participating in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.

Each Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.

8. **Incident Command.**
- Each Party will have an incident command system in place. The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be under the direction of the Requesting Party's Incident Commander, unless the

Incident Commander based on the facts and conditions at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other valid reason. In order to realize maximum effectiveness, it is the intention of the Parties that to the extent possible, responses will be made under a unified command with the highest degree of coordination possible under the circumstances.

- (b) The Incident Commander of the Responding Party shall report to the Requesting Party's Incident Commander at the location to which the mutual aid resources are dispatched.
 - (c) A Responding Party shall be released by the Incident Commander when the services of the Responding Entity are no longer required or when the officer in charge of the Responding Party's forces determines, in the officer's sole discretion, that further assistance should no longer be provided.
 - (d) Responding personnel must meet the minimum standards for their position as established by their jurisdiction.
 - (e) If there is a conflict between the operating procedures and professional standards of the Responding Party and the Requesting Party, the operating procedures and professional standards of the Responding Party will control the use of the Responding Party's assets and personnel.
9. **Training and Exercises.** The Parties will ensure that their personnel and appropriate officials are properly trained in ICS and NIMS and will endeavor to actively participate in multi-jurisdictional training exercises and drills for the type of emergency response situations which may result in a request under this Agreement.

10. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in disaster response situations.

Notwithstanding the foregoing, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency - services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another

Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

- 11. Responsibility for Response Costs.** The Parties to this Agreement concur that the Requesting Party shall not be required to reimburse a Responding Party for response costs incurred during the first 12-hour Operational Period. The Requesting Party will be required to reimburse for response services delivered by the Responding Party after the first Operational Period. For the purpose of this Agreement an Operational Period begins when the Responding Party checks in at the scene of operation and ends when the Responding Party is released by the Incident Commander or leaves the scene of its own volition (per Paragraph 8, Sub-part (c) above).

If a Responding Party has not been released by the Requesting Party's Incident Commander and incurs costs beyond the first Operational Period, the Requesting Party will make reimbursement as soon as practical thereafter following the receipt of a claim by the Responding Party. The claim may include documented costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation incurred in providing the mutual aid assistance requested by the Requesting Party.

If after 90 days from the receipt of said claim, reimbursement has not been made then, the Responding Party may contact the Requesting Party to work out a mutually-agreeable payment schedule for settling the claim. In the event of a dispute regarding a request for reimbursement, both parties agree to submit the matter to mediation using a mediator acceptable to both parties.

Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

Agencies or organizations that self-deploy to an emergency or disaster scene, without having been requested by the Requesting Party in accordance with Paragraph 5 above, will not be eligible for reimbursement; regardless of the amount of time spent at the scene. Self-deploying agencies or organizations may be instructed by the Incident Commander to leave the scene.

- 12. Participation Notice.** Each Party shall notify the PRPC COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
- 13. Administrative Services.** The PRPC COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, when requested, in a timely manner, with a current list of contact information for each Party.
- 14. Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.

15. **Adjacent County Participation.** Jurisdictions and agencies in counties adjacent to but outside of Texas State Planning Region 1, including those in Oklahoma and New Mexico that have traditionally exchanged mutual aid with jurisdictions and agencies inside Texas State Planning Region 1 may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.
16. **Inventory and Database.** A database of mutual aid resources available for response under this Agreement will be managed and maintained by the COG and made accessible to the participating Parties, when requested, on a timely basis.
17. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.
18. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
19. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.
20. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
21. **Civil Liability to Third Parties.** Each Responding Party and Requesting Party will be responsible for any civil liability for its own actions and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
22. **Waiver of Claims Against Parties; Immunity Retained.** The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.
23. **Insurance.** To the extent possible, each Party under this Agreement will maintain the following insurance coverages at the appropriate levels:
 - (a) Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

- (b) **Automobile Liability Coverage:** Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of actions related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and Public Official's liability insurance, if applicable, or maintain a comparable self-insurance program.

24. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
25. **Expending Funds.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
26. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Paragraph 17 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.
27. **Maintenance and Review of the Agreement.** With PRPC Administrative Regulation #36, the PRPC Board of Directors has charged the Panhandle Regional Emergency Management Advisory Committee (PREMAC) with providing "*general direction to foster the development and maintenance of a region-wide system of Mutual Aid*". The PREMAC will review this Agreement at least every five years, from the date of its adoption by the PRPC Board, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the PREMAC will be presented to the PRPC Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 17.
28. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

29. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "*governmental function and service*" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.
30. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.
31. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
32. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
33. **Representation of Authority.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
34. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.
35. **Captions.** Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

- First Res. Given Free aid

Panhandle Regional Mutual Aid Agreement

The Panhandle Regional Mutual Aid Agreement establishes the terms and conditions by which a jurisdiction may request aid and assistance from one or more surrounding jurisdictions in responding to an emergency or disaster that exceeds the resources available in the requesting jurisdiction, and resources available through other, more local mutual aid agreements, should they exist.

How to request aid?

Requests for assistance can be made by the Emergency Management Coordinator (EMC), County Judge, Mayor, or Incident Commander to PRPC Regional Services Staff. The Multi-Agency Coordination Center (MACC) is resource provided by the Panhandle Regional Planning Commission to our local governments for incident support. If an incident exceeds the capabilities and resources a jurisdiction has locally, PRPC Staff working in the MACC can utilize the regional mutual aid agreement (MAA) to fulfill the request. PRPC has relationships with all 26 counties, so staff is able to look at the situation on a regional level and ask other jurisdictions to help through the MAA. This allows the jurisdiction requesting resources to make one call and move on to other urgent issues. PRPC Staff will call back once the resource is en route to the incident.

The Details

- Almost anything can be requested, including: firefighting personnel, vehicles and equipment, law enforcement support, public works personnel and supplies, volunteer organization support for mass care, and communications support.
- Requesting support through the MACC does not preclude the jurisdiction from asking for support directly from TDEM, Texas A&M Forest Service, and volunteer organizations. The MACC is supposed to aid the local officials in sourcing the requested resources efficiently, so the local officials can work on other urgent tasks.
- Joining this mutual aid agreement does not oblige a jurisdiction to offer support if requested. A jurisdiction or responding agency is able to say no to the request, no matter the circumstance.
- The MACC will track resources committed to an incident through the mutual aid agreement to provide documentation if the incident reaches the federal threshold for a Fire Management Assistance Grant (FMAG). Additionally, the MACC will communicate with TDEM on any requested and/or committed resources for the incident.

Example

A jurisdiction has a large wildfire and needs additional resources to help contain the fire. The EMC has a couple of options: (1) the EMC can call Texas A&M Forest Service (TAMFS) to request assistance, (2) the EMC can call the PRPC and ask the MACC be activated, and (3) the EMC can call the District Chief with TDEM and ask for state resources (TIFMAS task force). The EMC can choose to do one, two, or all of these options, and depending on the situation, all of these resources may be needed. The MACC will source the requested resources from the region, inform TDEM of the resources being sent to prevent duplication, and call the EMC back to let them know the ETA of the requested resource. Because the MACC is coordinating resources within the Texas Panhandle, the fire trucks and firefighters that agree to go help put out this fire are able to get to the incident quickly, they are familiar with the area, the terrain, etc. They know the local TAMFS crews, they may even know the requesting jurisdiction's firefighters and Fire Chief. It's neighbors helping neighbors, the Panhandle Spirit!

THE STATE OF TEXAS §

COUNTY OF CHILDRESS §

ORDER (RESOLUTION) AUTHORIZING APPROVAL OF SANDOZ, INC. PARTICIPATION
FORM

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Childress County, Texas, held on the 11th day of August, 2025, on motion made by Mark Hoss Commissioner of Precinct 2 and seconded by Jeremy Hall Commissioner of Precinct 1, the following Order (Resolution) was adopted:

WHEREAS, Childress County obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought or has investigated claims against Sandoz, Inc. ("Sandoz"), and certain other defendants related to potentially released claims on behalf of the County; and

WHEREAS, on August 31, 2023, the Sandoz Defendant in the opioid litigation brought by the County, entered into a Settlement Agreement, which became tied up in the Purdue Pharmaceutical Bankruptcy litigation, and said litigation has been resolved allowing the settlement agreement to move forward per its terms as now reflected in the Sandoz, Inc. Participation Form; and

WHEREAS, Counsel has recommended that the Childress County Commissioners Court support the adoption and approval of the Sandoz, Inc. Participation Form; and

WHEREAS, Counsel has recommended that the Childress County Commissioners Court support the adoption and approval of the Sandoz, Inc. Participation Form; and

WHEREAS, even though the payments from the settlements reflect partial compensation to Name County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with protracted litigation;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Childress County:

1. Support the adoption and approval the Sandoz, Inc. Participation Form; Agreement;
2. Authorizes the County to execute the Sandoz, Inc. Participation Form; and 3. Finds as

follows:

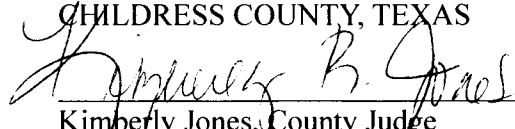
- a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Childress County, Texas; and
- b. The County Commissioners Court supports in its entirety the Sandoz, Inc. Participation Form. The County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Sandoz Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Sandoz, Inc. Participation Form as set forth herein.

The County Judge or designated official is hereby authorized to execute and deliver the Participation Form documents recommended for approval by Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 11th day of August, 2025.

CHILDRESS COUNTY, TEXAS


Kimberly Jones, County Judge

ATTEST:


Tiffany Howard, County Clerk

Subdivision Participation Form

<u>Eligible Subdivision Name:</u> CHILDRESS COUNTY
<u>Case No.:</u>
<u>Authorized Signatory Name:</u> KIMBERLY R. JONES
<u>Authorized Signatory Title:</u> COUNTY JUDGE
<u>Address 1:</u> 100 AVENUE E NW BOX 1
<u>Address 2:</u>
<u>City, State, Zip:</u> CHILDRESS, TEXAS 79201
<u>Phone:</u> (940) 937-2221
<u>Email:</u> kimberly.jones@childresstx.us

The Eligible Subdivision identified above (“Subdivision”), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

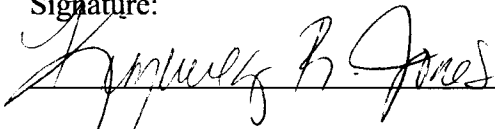
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.
12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:



Name:

KIMBERLY R. JONES

Title:

COUNTY JUDGE

Date:

August 11, 2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: CHILDRESS COUNTY	State: TEXAS
Authorized Signatory: COUNTY JUDGE	
Address 1: 100 AVENUE E NW BOX 1	
Address 2:	
City, State, Zip: CHILDRESS, TEXAS 79201	
Phone: (940) 937-2221	
Email: kimberly.jones@childresstx.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Alvogen Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.
10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Alvogen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Alvogen Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Alvogen Settlement in any respect, the Alvogen Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

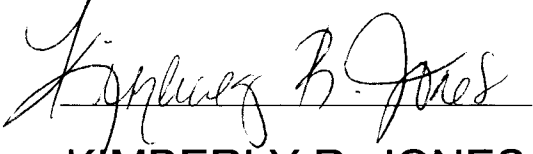
Signature:	
Name:	<u>KIMBERLY R. JONES</u>
Title:	<u>COUNTY JUDGE</u>
Date:	<u>08/11/2025</u>

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Childress County	State: TX
Authorized Signatory: County Judge	
Address 1: 100 Avenue E NW Box 1	
Address 2:	
City, State, Zip: Childress, Texas 79201	
Phone: (940) 937-2221	
Email: kimberly.jones@childresstx.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:


General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 
Name: KIMBERLY R. JONES
Title: COUNTY JUDGE
Date: 8/11/2025



**INTERLOCAL AGREEMENT FOR
JOINT USE OF SHOW ANIMAL/MEETING FACILITY**

This Interlocal Agreement for Joint Use of a new show animal/meeting facility (the “Agreement”) shall be effective August 11, 2025 (“Effective Date”) and is entered under authority of Texas Government Code, Chapter 791, by and between CHILDRESS COUNTY, TEXAS, a governmental entity in the State of Texas, hereafter called “County,” whose address for purposes of notice under this Agreement is 100 Avenue East NW, Childress, TX 79201 and CHILDRESS INDEPENDENT SCHOOL DISTRICT, an independent school district in the State of Texas, hereafter called “District,” whose address for purposes of notice under this Agreement is PO Box 179, Childress, TX 79201 (collectively the “Parties”).

WITNESSETH:

WHEREAS, the County and District are authorized by Texas Government Code, Chapter 791, to enter into an interlocal agreement with one another to provide governmental functions; and

WHEREAS, the County operates a 4-H Program that serves children of Childress County, ages 9 to 18 years of age, and which is delivered through the County extension agent as part of the Texas A&M AgriLife Extension Service and the Texas A&M University System; and

WHEREAS, the District is a K-12 independent school district within Childress County that maintains a vocational agriculture program as part of its curriculum for which its students earn course credit, and it sponsors a Future Farmers of America (“FFA”) Chapter for the benefit of its students; and

WHEREAS, the County’s 4-H Program and the District’s vocational agriculture program and FFA Chapter share common students and goals and participate in common activities; and

WHEREAS, the District is constructing a show animal and meeting facility, to be located on a 3.205 acre tract in the South East part, Section 574, Block H, W&NW RR Survey, Childress

County, Texas (the "Facility"); and

WHEREAS, the District and the County desire to enter into this Agreement for construction and joint use of the Facility by the District and the County for the benefit of their respective Programs; and

WHEREAS, the District finds that allowing access to the Facility for use by the County for its 4-H program fulfills a public purpose that the District desires to promote; and

WHEREAS, the County finds that contributing \$450,000 to the District to assist with the construction of the Facility in exchange for joint use of the Facility fulfills a public purpose that the County desires to promote; and

WHEREAS, joint use of the Facility, by authorizing the County and the District to contract with each to the greatest possible extent with one another, as specified by the Texas Government Code § 791.001, *et seq.*, would increase the effectiveness of these local governments' respective Programs.

NOW THEREFORE, in consideration of the mutual covenants and promises set out in this Agreement, and other good and valuable consideration, County and District hereby agree as follows:

TERMS AND CONDITIONS

1. DESCRIPTION OF THE FACILITY. The Parties agree to the joint use of the Facility, to be constructed and located on a 3.205 acre tract in the South East part, Section 574, Block H, W&NW RR Survey, Childress County, Texas, as more fully described and depicted in Exhibit "A" attached hereto and adopted by reference for all intents and purposes. The Facility includes the Facility, auxiliary buildings and the real property described in Exhibit "A."

2. TERM. The term of this Agreement shall be 10 years , commencing on September

1, 2025, the first day of the month following the Effective Date of this Agreement, and ending on the last day of the month, 10 years thereafter, being August 31, 2035. This Agreement shall automatically renew thereafter for another term of 10 years (the "Renewal Term") and for 10 successive Renewal Terms thereafter unless a party terminates this Agreement, as provided in Paragraph 12 herein.

3. COUNTY'S COVENANTS. County covenants, promises and agrees as follows:

a. To pay the District \$450,000 within thirty days following the effective date of this Agreement to be used for the construction of the Facility within 30 days from the effective date of this Agreement.

b. To monitor and enforce District policies and rules for all 4-H members and their invitees while they are on the Facility.

c. To ensure that 4-H members using pens on the Facility pay all pen rentals (in an amount set by the District from year to year in its sole discretion) and keep all pens used by 4-H members and common areas in the Facility clean and free from rubbish and debris;

d. To always use the Facility in a careful and proper manner for the express purpose of a 4-H agricultural program or other designated County purpose; to commit or permit no waste or damages to the Facility; and, to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

4. DISTRICT'S COVENANTS. District covenants and agrees as follows:

a. To design and construct the Facility;

b. To install, maintain, and pay for water and electric utilities to the Facility in compliance with all applicable building codes and laws;

- c. To obtain and pay for all insurance coverage of the Facility;
 - d. To set reasonable annual rental rates for livestock pens, and advise the County of such rates no later than September 1st of each year of this Agreement;
 - e. With input from the County Extension Agent, to accept and approve applications for pen rentals to students in the Programs on a first come, first served basis regardless of whether they participate in a District or County program; provided, however, the District may refuse to rent a pen to any person who has violated school rules, damaged the Facility, previously failed to maintain his/her pen in proper condition, or failed to pay his/her pen rental within 30 days after the member is no longer using a pen. Additionally, the District may deny access to the Facility to any person determined by the District to have violated school rules or District Policy, damages school property, fails to timely pay pen rental or fails to maintain and clean his/her pen or animal;
 - f. To provide the day-to-day maintenance of the interior and exterior of the Facility, and to provide routine maintenance of the grounds surrounding the Facility.
 - g. To otherwise warrant and defend County in the enjoyment and peaceful use of the Facility during the aforesaid term of the Agreement.
5. JOINT USE.
- a. Both County and District recognize that District FFA Advisors and County Extension Agents are the supervising sponsors of their respective Programs and animal projects.
 - b. Both County and District recognize and agree that District is granted the dominant possessory interest in the Facility at all times during the term of this Agreement for fulfillment of its vocational agricultural curriculum.

c. Notwithstanding this dominant possessory interest, County shall have the right to make use of the Facility for normal 4-H program use, second in priority to the District's first priority for its vocational agricultural programs.

d. County shall have the right to any and all normal uses of the Facility for its 4-H Programs contemporaneously with the District to the extent such use does not conflict with the District's vocational agricultural curriculum, and the County shall maintain the Facility in a condition suitable to District, normal wear and tear excepted, during the County's use of the Facility.

e. County's failure to either collect pen rental or maintain the Facility in a condition suitable to District shall be a material breach of this Agreement and shall constitute good cause for District to terminate the County's use of the Facility if such breach remains uncured for 60 days by County following District's written notice of such breach as set forth in section 12 of this Agreement. Further, the County's use of the Facility granted in this paragraph is personal to County and may not be assigned without the District express written consent.

6. IMPROVEMENTS.

a. District anticipates completion of Facility construction by October 01, 2026.

b. County and District may agree from time to time to jointly fund additional construction, improvements and maintenance of the Facility that will benefit both Parties.

7. ADHERENCE TO DISTRICT POLICY, RULES AND REGULATIONS.

District Policies, rules and administrative regulations shall apply to all persons at the Facility. Failure of any person to follow District Policies, rules and/or regulations shall be cause to deny

use and/or access to the Facility to such person, and may subject District students to disciplinary action under the Student Code of Conduct and/or FFA rules, as appropriate. Neither District nor County, nor their designees, shall permit the use of alcoholic beverages or tobacco at the Facility. District reserves the exclusive right to deny access to the Facility to any person who fails to comply with District Policy, rules and/or regulations or disrupts the District's agricultural program.

8. ADDRESSES FOR NOTICES. Notices to the Parties shall be mailed or delivered to the address set forth on the first page of this Agreement, unless advised differently in writing.

9. REPRESENTATIVES BOUND HEREBY. The terms of this Agreement will be binding on the respective successors, representatives, and assigns of the Parties.

10. USE OF FACILITY. It is understood and agreed by the Parties that the Facility and particularly the livestock pens are intended exclusively for raising show animals, and the Facility should not be used for other purposes including, by way of example: storing supplies, equipment and materials; or, raising animals for purposes other than to show.

11. HAZARDOUS MATERIALS. The Parties shall not bring into the Facility any illegal substance or hazardous material and must comply with all applicable hazardous material laws. "Hazardous materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the federal government, including, but not limited to, any material or substance that is (i) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*, (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6903 *et seq.*, (iii) petroleum, (iv) asbestos, and (v) polychlorinated biphenyls. Failure of any Program participant or invitee to comply with applicable hazardous materials laws shall be a basis for revoking use of and/or access to the Facility.

12. TERMINATION. Either Party may terminate this Agreement for convenience by providing the non-terminating Party no less than 180 days' written notice of its intent to terminate the Agreement at the end of the Term or a Renewal Term thereafter. Either Party may terminate this Agreement for cause following the non-terminating Party's failure to cure any breach of this Agreement within 60 days of receipt of written notice describing the nature of such breach. The Parties may terminate this Agreement with less notice at any time by written agreement signed by each Party.

13. CAPTIONS. The captions and paragraphs or letters appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Agreement or affect this Agreement in any way.

14. TEXAS LAW. This Agreement will be governed by the laws of the state of Texas, as to both interpretations and performance. Mandatory and exclusive venue for any legal action arising out of this Agreement shall be in a state court in and for in Childress County, Texas.

15. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

16. ELECTRONIC DELIVERY. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

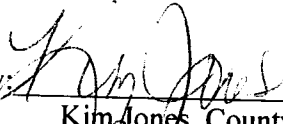
17. ENTIRE AGREEMENT. This Agreement sets forth all the promises, agreements, conditions, and understandings between County and District relative to the Facility. There are no other promises, agreements, conditions, or understandings, either oral or written, between District and County. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on County or District unless in writing and signed by them and made a part of this Agreement by direct reference.

18. INTERLOCAL COOPERATION. The County and District agree to cooperation with each other in good faith, at all time during the term of this Agreement, and any Renewal Term, in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body, that any payment hereunder will be made from current revenues, and that the payment(s) received fairly compensate the performing party for the services or functions performed under this Agreement.

[Signatures follow on next page]

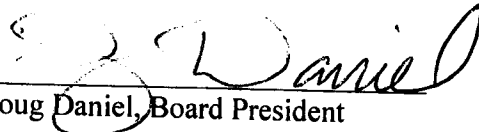
Signed, sealed, and delivered in our presence as WITNESSES:

CHILDRESS COUNTY, TEXAS

By: 
Kim Jones, County Judge

Date: 8-12-2015

CHILDRESS INDEPENDENT SCHOOL DISTRICT

By: 
Doug Daniel, Board President

Date: 8-11-25

EXHIBIT "A"

Boundary Survey, 3.205 Acres in the South East part, Section 574, Block H, W&NW RR Survey, Childress County, Texas. Vested to JAD Smith Land Co. Ltd. recorded at volume 486, Page 636. Official public records Childress County, Texas.

Basis of Bearing; Texas North Zone, NAS 83

BEGINNING at a ½ inch iron rod and T post set in the West right of Way Line of Texas Farm to Market Highway 2530 being in the South Line of said Section 574 and being 53.8 feet west of the south east corner said Section 574.

This point called 43.97 feet, north 02 degrees, 09 minutes, 34 seconds East of a 5/8 inch iron rod found at a fence corner at the North East Corner of a tract vested to Julio Valles at Volume 397, Page 167, and this 5/8 inch iron rod also called the South East Corner of the Northerly portion of a tract vested to David Brent Whitaker and wife Teresa Whitaker at Volume 428, Page 558 as defined in Right of Way Taking at Clerks Instrument 2022000180.

THENCE, with the south line of said JAD Smith tract and the North Line of said Whitaker Tract, being the south line Section 574 and also the north line of Section 575, North 89 degrees, 37 minutes, 10 seconds West, approx. 43 feet north of a fence at the North Line of said Valles tract to a 1/2 inch steel rod found in the East Line of the new right of way for Texas Farm to Market Highway 268, at 891.34 feet, the south west corner this tract.

THENCE, with the East line of the new right of way parcel as described at Clerks instrument 2022000180, being in a curve to the right with a radius of 1590.0 feet, a curve length of 140.16 feet a chord of 140.15 feet, bearing North 72 degrees, 08 minutes, 20 seconds East, to a 5/8 inch iron rod with a 3.25 inch diameter aluminum right of way disk, as described at Instrument 2022000180.

THENCE, North 15 degrees, 05 minutes, 41 seconds West, along the north east line of the new Right of Way Parcel, To a 5/8 inch iron rod with a 3.25 inch diameter Aluminum Right of Way monument at 29.59 feet, in the existing south right of way line of said FM Highway 268.

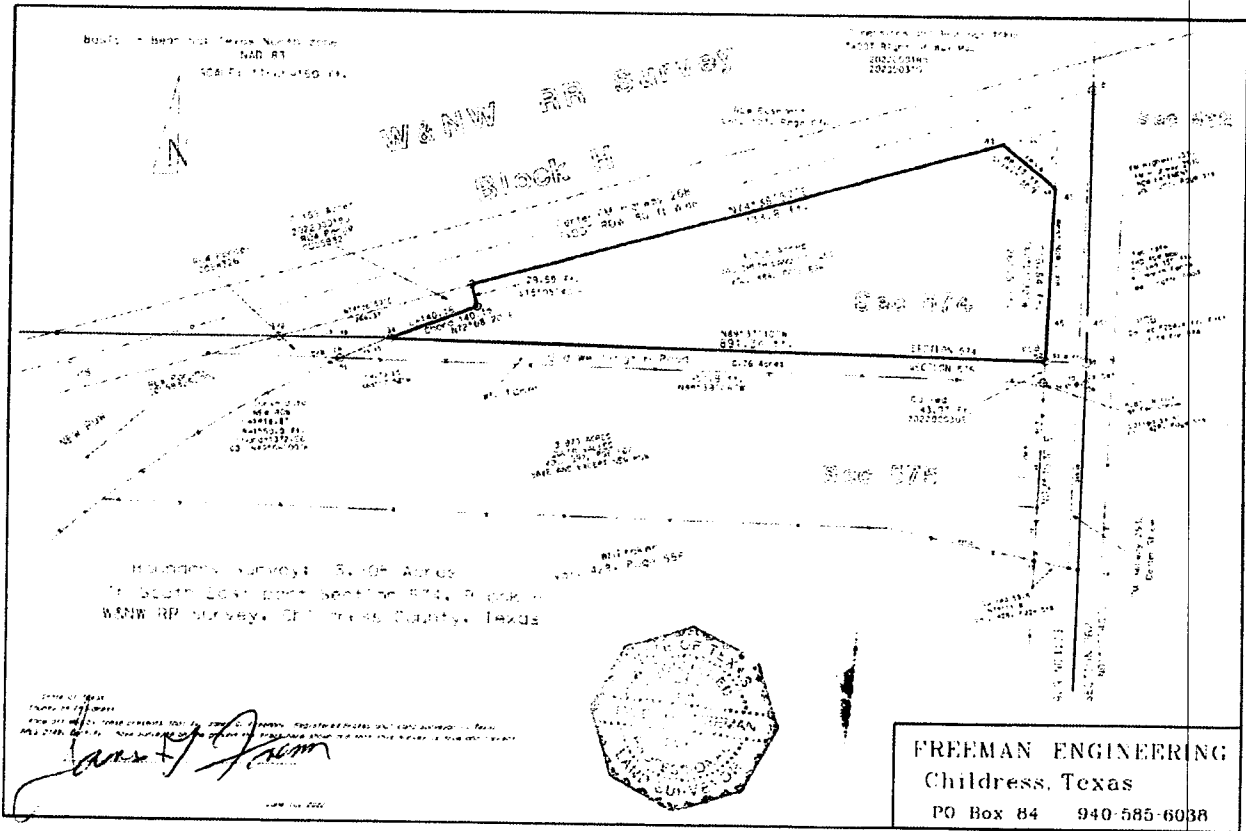
THENCE, North 74 degrees, 38 minutes, 57 seconds East, with the south right of way line of FM Highway 268 to a ½ inch iron rod set at a fence end at the Right of Way flare

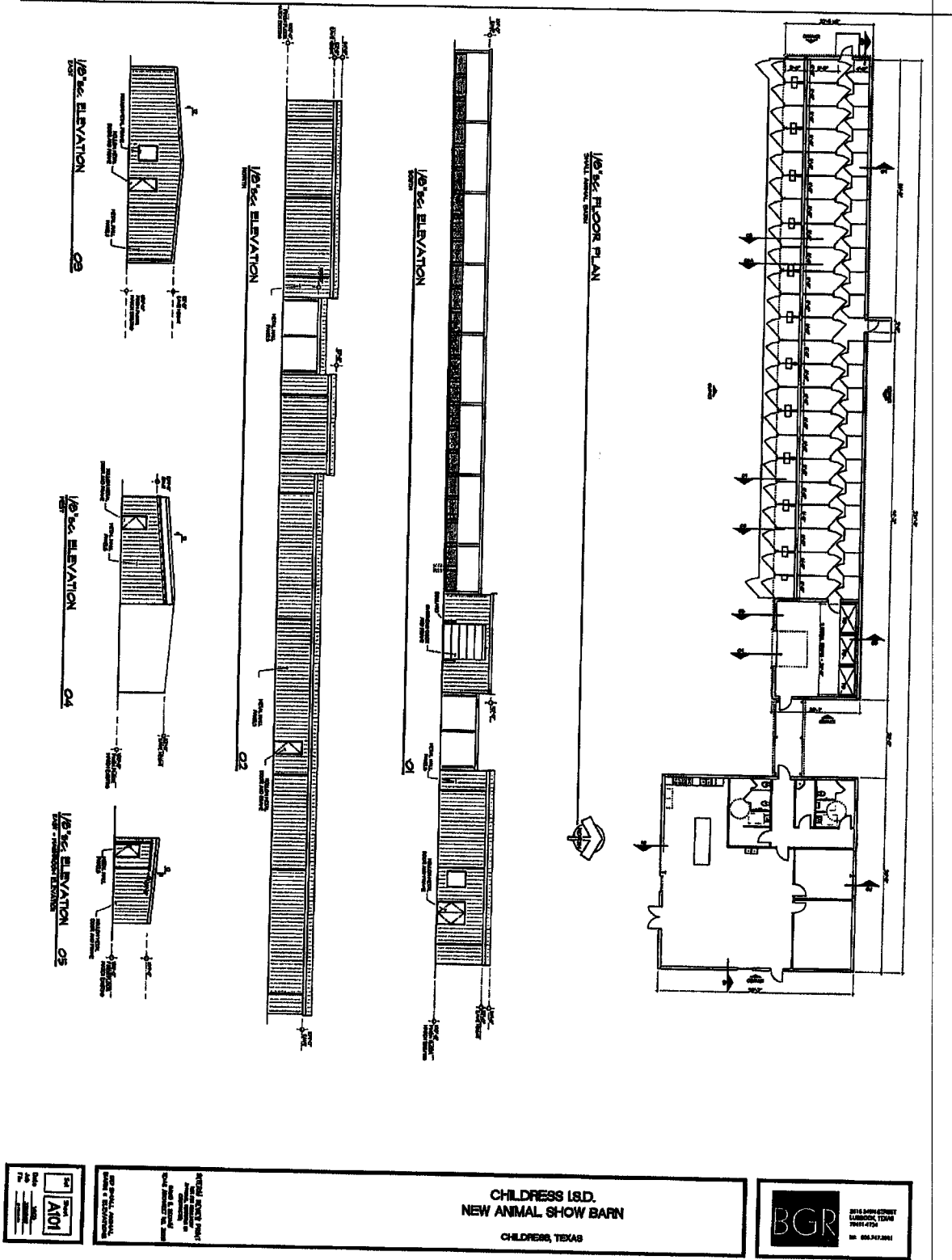
at the Intersection of Texas FM Highway 2530 at 733.8 feet, the North most north east corner this tract.

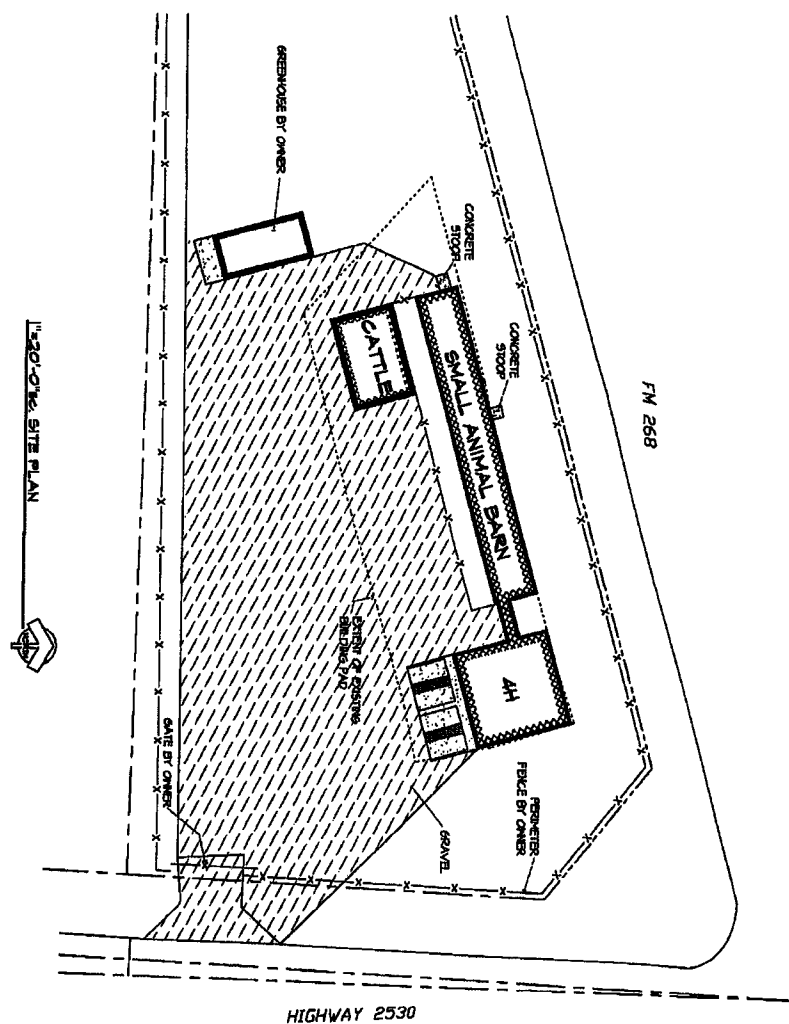
THENCE, along the fence at the said right of Way flare, South 51 degrees, 17 minutes, 30 seconds East, to a 1/2 inch iron rod and T post set at 88.13 feet, the East most North East corner this tract.

THENCE continuing with the West right of Way line of said FM Highway 2530, South 02 degrees, 51 minutes, 30 seconds West, to the OIUNT IF BEGINNING at 216.84 feet.

Containing 3.205 Acres.

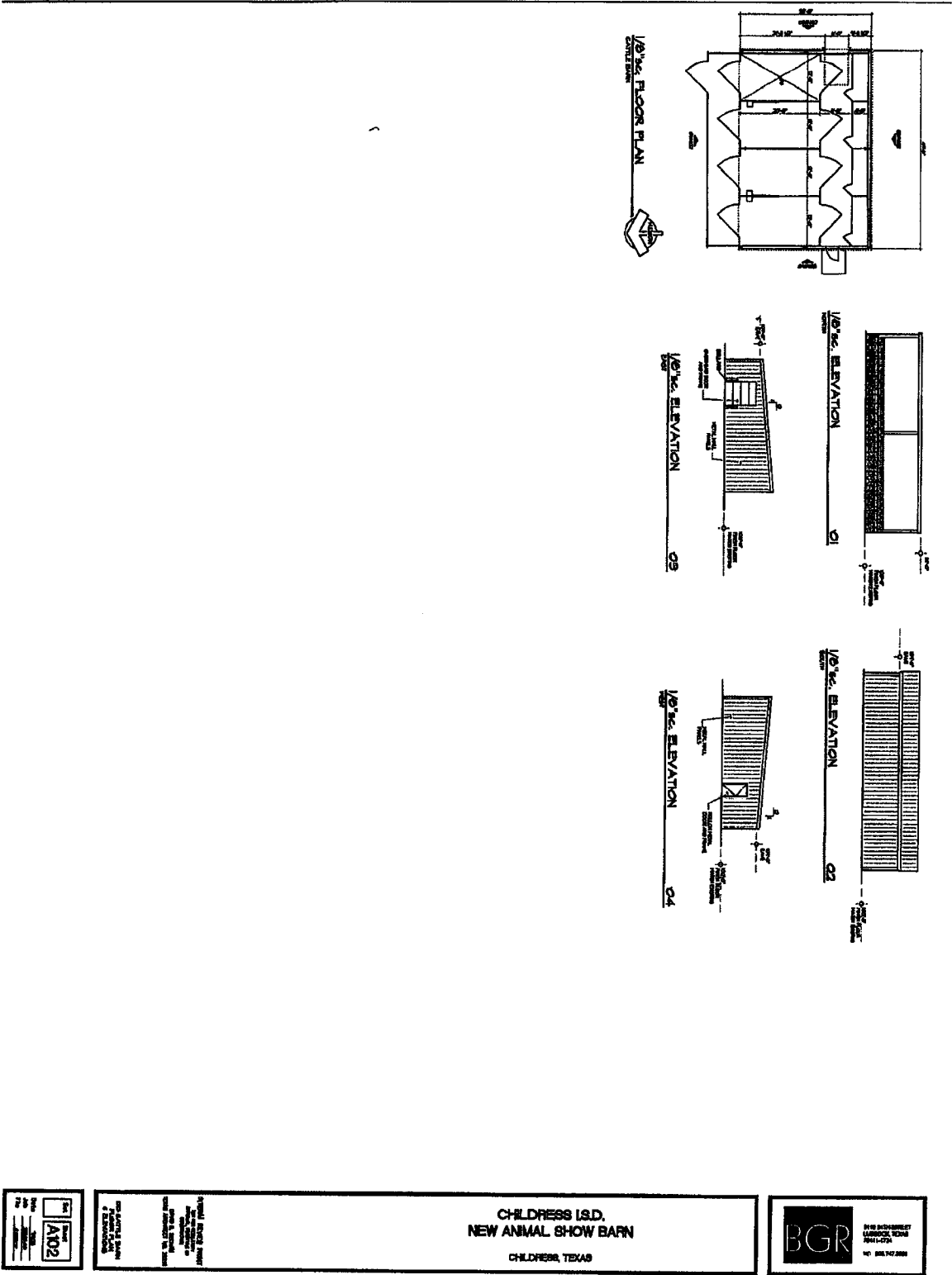






CHILDRESS L&D,
NEW ANIMAL SHOW BARN
CHILDRESS, TEXAS





Tiffany

7:50 AM

08/05/25

Cash Basis

Childress County
Balance Sheet
As of July 31, 2025

	Jul 31, 25
ASSETS	
Current Assets	
Checking/Savings	
INTERBANK-AMERICAN RESCUE PLAN	492,162.23
INTERBANK-CLERK ARCHIVE FEE	37,529.65
INTERBANK-CLERK CRT TECHNOLOGY	1,838.89
Interbank-COUNTY CLERK	29,244.83
Interbank-COURTHOUSE SECURITY	33,933.05
INTERBANK-DA Open Records	654.10
Interbank-DISTRICT CLERK	121,529.37
Interbank-ELECTION FUND HAVA	706.08
Interbank-INTEREST & SINKING	740,081.89
Interbank-JAIL CONSTRUCTION	1,169.99
Interbank-JP CRT TECHNOLOGY	11,853.79
Interbank-PAYROLL CLEARING	45,821.75
Interbank-PRE-TRIAL DIVERSION	8,171.56
Interbank-RECORD MANAGEMENT	38,656.55
INTERBANK-SB22 SO	58,025.79
Interbank-SHERIFF BOND ACCT	133,929.82
INTERBANK - CHAPTER 19	1,694.50
INTERBANK - SB22 DA	175,259.76
Interbank_GENERAL FUND	1,820,136.02
Total Checking/Savings	3,752,399.62
Total Current Assets	3,752,399.62
TOTAL ASSETS	3,752,399.62
LIABILITIES & EQUITY	0.00

8/11 Comm. Ct

District - 6 civil

23 criminal

\$16,485.34 fees of office

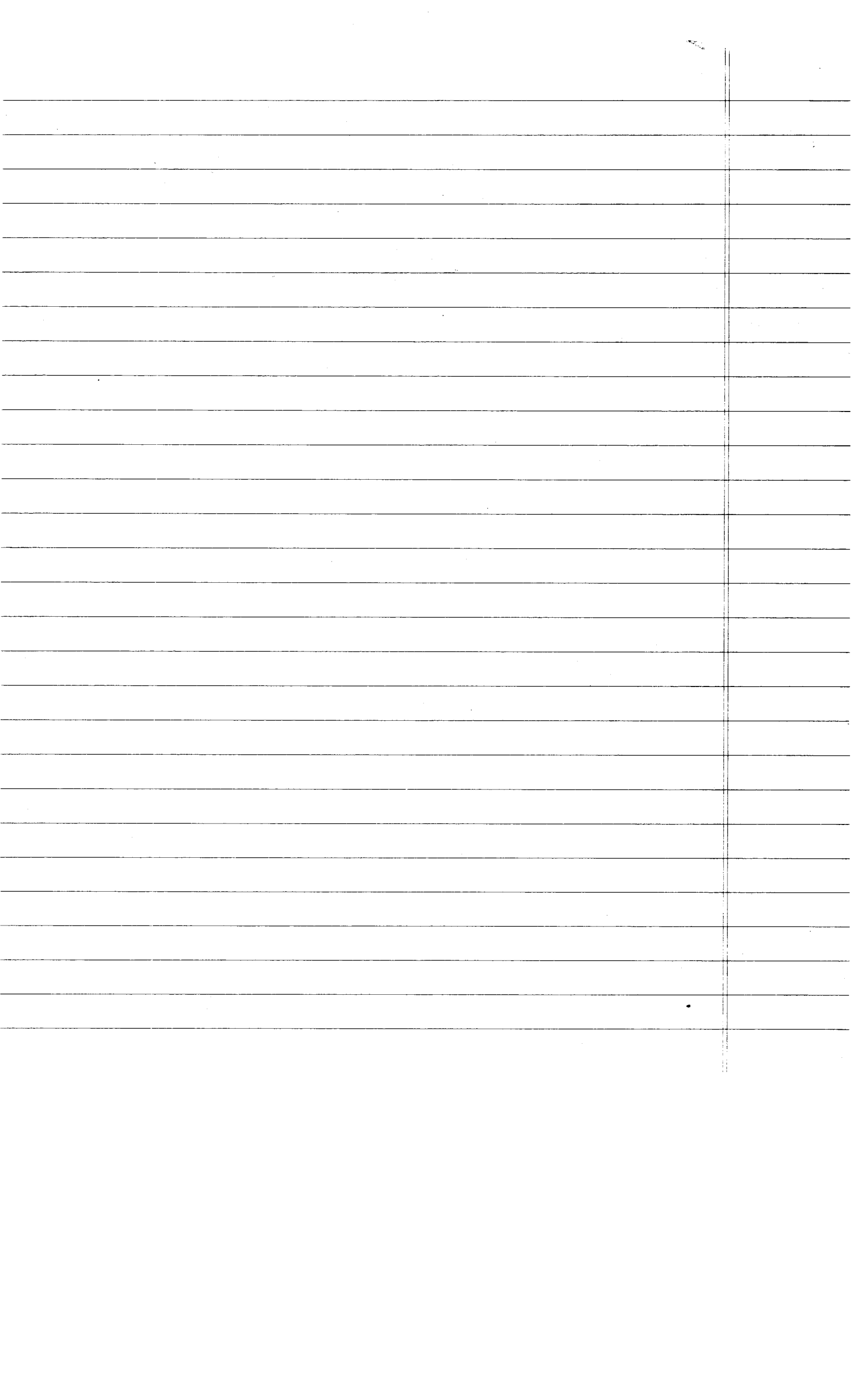
County -

3 civil

17 criminal

1 Juvenile

\$4344.50 fees of office



8-11-25 Comm Crt

3. Emergency resources - fire - Regional faster than state level - 12 hrs free of charge - after 12 hrs can request reimbursement

4. Trid - do not need replaced - needs maintenance
needs a deep clean - may need some parts replaced - only 10 yrs old - high end equip
needs routine maintenance

5. 450K to ISD plus donations - school to purchase land and provide insurance

6.

7.

[illegible]