



RE: FY 2026 SAVNS Grant Contract

Contract Number: C-02643

Grantee: Bowie County

Amount: \$10,482.03

Executed: 9/19/2025 | 11:18 AM CDT

Term: September 1, 2025 – August 31, 2026

Budget Coding:

ORG	PCA	Agy Obj
B310000	11300	76125137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02643

This contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Bowie County (GRANTEE). The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes Grant Funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor selected by the OAG to provide victim notification services.

The OAG entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG SAVNS Services Contract is from September 1, 2025, to August 31, 2026 ("Initial Term"). The SAVNS vendor selected by the OAG to provide victim notification services is SylogistGov, Inc. using their Integrated Victim Services Suite (IVSS) solution.

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2025, and shall terminate August 31, 2026, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Services Agreement. GRANTEE shall execute a service agreement with the OAG's SAVNS vendor to provide services consistent with, and subject to the limitations contained in, the OAG SAVNS Services Contract and documents incorporated therein. Specifically, the Participating Entity Services Agreement attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the OAG's SAVNS vendor. All Grant Funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Services Agreement, as attached hereto, and in addition to any

requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Services Agreement, or to any executed Participating Entity Services Agreement between GRANTEE and the OAG's SAVNS vendor, except as specifically authorized within this Grant Contract in section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Services Agreement attached hereto as Exhibit B.

3.1.1 Executed Copy of Financial Participating Entity Services Agreement Required. GRANTEE is hereby placed on immediate financial hold, consistent with section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Entity Services Agreement along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 2 therein in accordance with and as required by this section. To the extent the executed Participating Entity Services Agreement includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Services Agreement, attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Entity Services Agreement in accordance with and as required by this section and consistent with the exemplar Participating Entity Services Agreement attached here as Exhibit B.

3.2 GRANTEE Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the OAG's SAVNS vendor's performance according to the Participating Entity Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Services Agreement; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the OAG's SAVNS vendor as provided in the Participating Entity Services Agreement as well as this Grant Contract. GRANTEE will execute a Participating Entity Services Agreement with the OAG's SAVNS vendor for the term of this Grant Contract. GRANTEE will verify that offender data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis in accordance with established business processes.

GRANTEE will allow on-site monitoring visits to be conducted by the OAG or the OAG's authorized representative(s).

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the OAG's SAVNS vendor's performances.

3.5 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.6 Special Conditions. The OAG may, in its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

3.7 SylogistGov, Inc., Integrated Victim Services Suite (IVSS) Training. GRANTEE shall complete IVSS training via self-paced training materials to ensure jail and court staff can enter offender data when the automated data transfer connections are inoperable. GRANTEE will ensure staff are knowledgeable of the IVSS capabilities and seek assistance from the OAG SAVNS vendor or the OAG's Crime Victim Services Division, when required, to troubleshoot outages, audit data, or confirm reporting tools.

3.8 Integrated Victim Services Suite Enrollment. The OAG's SAVNS vendor uses the Integrated Victim Services Suite (IVSS) system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the online notification system as elevated access persons using organizational email addresses. There must be at least one individual registered as an administrator and an Emergency Operations Person (EOP) to contact in case of outages or other issues. The EOP can be changed and/or updated by contacting the OAG SAVNS vendor or the OAG's Crime Victim Services Division.

3.9 IVSS Review and Monitoring. GRANTEE must review offender information in the IVSS system quarterly to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to IVSS must also be reviewed quarterly to verify that prohibited case information is not visible to registered victims. GRANTEE must work with the OAG SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall provide to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it provides each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and documents that GRANTEE is required to provide to the OAG shall be promptly sent. The OAG may require additional information from GRANTEE upon request.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official; or GRANTEE Contact. GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing or authority under applicable law. Such notice must be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with legal authority to act on behalf of GRANTEE. To change the Grant Program contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any terms, provisions, or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such terms, provisions, or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include, without limitation: budgets that adequately reflect all

functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules, regulations, or other applicable requirements. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the OAG, the State of Texas, or any other State agency pursuant to this Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the OAG, the State of Texas, or any other State agency.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the OAG's SAVNS vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by section 3.2 above. In addition to the written explanation, GRANTEE must promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its Designees.

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format, and on a timely basis, and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its Designees.

4.2.4 “Problem Log.” GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide the OAG with any and all Problem Logs at the OAG’s request.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the State fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. OAG Grant Funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the OAG’s SAVNS vendor for services within the “Scope of Services” of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the OAG’s SAVNS vendor for services within the “Scope of Services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior billing period by the twentieth day (20th) of the next month following the end of the billing period. The four quarters for each State fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31. The two biannual periods for each State fiscal year covered by the term of this Grant Contract end respectively on February 28 and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the OAG’s SAVNS vendor during the preceding billing period and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any billing period, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with OAG’s SAVNS vendor. The OAG will not be responsible for collection efforts on behalf of the OAG’s SAVNS vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding section 4.3.2 above, the OAG, may, in its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the OAG's SAVNS vendor for the time period covered by this Grant Contract;
- b. An invoice from the OAG's SAVNS vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE must submit fiscal year-end required reports to the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior State fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit a report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with Grant Funds ("Equipment Inventory Report").

4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine (9) months of the end of the GRANTEE's fiscal year. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice. GRANTEE must submit a final invoice no later than twenty (20) days

after the earlier of (1) the termination of this Grant Contract; or (2) the end of each State fiscal year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of Grant Funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, then the OAG may seek a refund from GRANTEE and/or the OAG's SAVNS vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may require a payment directly from GRANTEE and/or the OAG's SAVNS vendor rather than offset and deduct any amount. GRANTEE and/or the OAG's SAVNS vendor must promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; and Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request (in addition to the Equipment Inventory Report called for in section 4.3.4(b) above); however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with Grant Funds under this Grant Contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it must use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG, and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor; Jail Management System and/or Court Management System software or version of software; or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at

least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

4.5 Compromising Matters

4.5.1 Reporting of Suspected Fraud, Waste, or Abuse to the OAG. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems. GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

4.5.3 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.5.4 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation,

dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

4.5.5 Criminal or Civil Indictment, Charges, or Convictions. GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations within the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG will monitor GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between the OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract up to the maximum liability set forth in Exhibit A. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than ten percent (10%) of the annual budget, and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with Grant Funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action, or representation by either Party, including their agents or employees, that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of Grant Funds (state and/or federal) awarded and/or appropriated to the OAG. GRANTEE agrees that, for the purpose of this Grant Contract, the Grant Funds, if any, received from the OAG are limited by the term of each State fiscal biennium and by specific appropriation authority to, and the spending authority of, the OAG. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not awarded or appropriated the Grant Funds, or if the OAG does not receive the awarded or appropriated funds for this Grant Program, or if the funds awarded or appropriated to the OAG for this Grant Program are required to be reallocated to fund other State programs or purposes, the OAG is not liable to pay GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Grant Contract, without recourse, liability, or penalty, upon providing written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.2.1 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy and is in addition to any other rights and remedies provided in equity,

by law, or under this Grant Contract.

Termination, for any reason, or expiration, of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or expiration, or by its nature would be intended to be applicable following any such termination or expiration. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit Rights; Records Retention), 11 (Special Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the OAG's SAVNS vendor to refund all or some of the Grant Funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to OAG's SAVNS vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the OAG's SAVNS vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE shall also maintain any records deemed necessary by the OAG, the OAG's auditor, the State Auditor's Office, or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The OAG may, in its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain records to the OAG's custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to the Grant Program.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability

for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit, verify contractually required performances, and establish individual accountability for any action that could potentially cause the generation or modification of, or access to, confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to, and make available, all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its Designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to, and without limitation on, the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information it considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its Designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as the OAG or its Designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices, or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of this Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, in its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce this Grant Contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines are in the best interest of the State of Texas.

9.2 Financial Hold. The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.5.4 or 4.5.5 of this Grant Contract; or potential or actual fraud, waste, and abuse. No reimbursements will be processed until all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to any financial hold, the OAG, in its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without

limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract; and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with this Grant Contract's terms and conditions. Corrective action plans, financial holds, and/or sanctions do not excuse or operate as a waiver of any prior failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules, regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic

opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of this Grant Contract or GRANTEE's participation in the Grant Program, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents from using their positions for a purpose that constitutes or presents the appearance of, a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee (if allowable). For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01, of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24, of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

10.8 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas

Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

10.9 Restriction on Immigration Services. GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.9 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

10.10 No Agency Status Between the Parties. Neither GRANTEE nor GRANTEE's employees are agent(s) or representative(s) of the OAG or the Attorney General of Texas by virtue of this Grant Contract. The OAG and its employees are not agents of GRANTEE, and will not act on behalf of GRANTEE, pursuant to this Grant Contract. As such, neither GRANTEE nor the OAG will represent itself or its employees as an agent of the other Party to its employees or to third parties. All persons furnished, used, retained, or hired by or on behalf of GRANTEE or, if applicable, any of GRANTEE's contractors/subcontractors shall be considered solely the employees or agents of GRANTEE or GRANTEE's contractors/subcontractors. GRANTEE is not a partner of, or part of any joint venture, or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Indemnification.

GRANTEE and/or its contractors or subcontractors, as applicable, are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE

EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG or the Attorney General of the State of Texas, directly or indirectly, nor may GRANTEE authorize anyone else to do so, in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act (Texas Government Code Chapters 551 and 552, respectively).

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced, wholly or partially, out of funds obtained under this Grant Contract, subject to a royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any are authorized by the OAG) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from Grant Funds through a project or activity performed under this Grant Contract is considered "Program Income." Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by GRANTEE to further the program objectives of the project or activity funded by this Grant Contract, and the Program Income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of the OAG. It is expressly agreed that any solicitation for, or receipt of, funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for, or receipt of, funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG; and GRANTEE's Oversight Responsibilities. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Grant Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of this Grant Contract by the OAG.

11.14 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment withheld if this certification is inaccurate. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application."

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a State agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by,

any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this Grant Contract is not ineligible to receive the specified contract or Grant Funds and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this Grant Contract is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any State computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

11.21 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the State or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.22 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.23 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion, or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of this Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.24 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, article IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.25 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

11.26 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under that Section at any point during the duration of this Grant Contract, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.27 Disaster Recovery Plan. Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.28 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.29 Force Majeure. Neither GRANTEE nor the OAG shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

11.30 Executive Order GA-55 Prohibiting All Forms of Race Discrimination. GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

11.31 Former Agency Employees. GRANTEE represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Grant

Contract, were former employees of the OAG during the twelve (12) month period immediately prior to the date of execution of this Grant Contract.

11.32 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In accepting Grant Funds, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and
- b. certifies that if GRANTEE discovers or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so OAG.

11.33 Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, GRANTEE certifies that it does not employ an individual who has been employed by the OAG or another agency at any time during the two (2) years preceding the submission of the Grant Application or, in the alternative, GRANTEE has disclosed in its Grant Application the following: (i) the nature of the previous employment with the OAG or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

SECTION 12. CONSTRUCTION OF GRANT CONTRACT AND AMENDMENTS

12.1 Construction of the Grant Contract. The provisions of section 1 above are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits, and Order of Precedence. This Grant Contract, including all exhibits (if any) and documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document and any Exhibits, or other documents incorporated herein by reference, the following order of precedence applies: (1) the OAG SAVNS Services Contract; (2) Exhibit B, Participating Entity Services Agreement (Service Agreement);

(3) this Grant Contract and Exhibit A.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Severability and Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

12.5 No Implied Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are executing and performing this Grant Contract only in their official capacities.

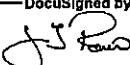
12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

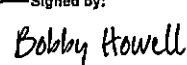
IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

**OFFICE OF THE ATTORNEY
GENERAL**

Bowie County

DocuSigned by:

F33DA093DEBC4E9...

Printed Name: Josh Reno
Office of the Attorney General

Signed by:

ADA5455AD9ED47E...

Printed Name: Bobby Howell
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02643

EXHIBIT A

Population Size: 90,849 Pricing Tier: 7

The total liability of the OAG for any type of liability, directly or indirectly, arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory, and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for District Court	Annual Cost for County Court	MAXIMUM REIMBURSABLE COSTS
\$8,393.58	\$2,088.45		\$10,482.03

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating Entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

EXHIBIT B
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE
AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

CONTRACT NUMBER: 52025-SYZ- [County/Entity Name]

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS ("Participating Entities"). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

This Agreement is entered into by and between the _____ ^[Insert County] ("Named Entity"), and SylogistGov, Inc. ("Contractor"), (collectively, "the Parties").

1. Purpose of the Agreement.

This Participating Entities Services Agreement ("Agreement") is issued in order for Contractor to provide all of the SAVNS services to ("Named Entity") as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

2. Contract Term.

This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

3. Compensation and Invoicing.

The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor's duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein. The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement.

Invoices will contain all pertinent information such as this Agreement's contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

4. Appropriated Funds.

Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

5. Contract Documents and Order of Precedence.

This Agreement consists of the following documents in order of precedence:

- a. This Agreement;
- b. OAG Contract C-02213 for SAVNS;
- c. SAVNS RFP dated February 14, 2025; and
- d. Contractor's response to SAVNS RFP dated March, 7 2025.

Each of the above-referenced documents, together with all their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

6. Entire Agreement.

The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

[County/Entity Name]

SylogistGov, Inc.

Name & Title

Nathan Branscome
Senior Director VSS

Date

Date

Certificate Of Completion

Envelope Id: C4215294-6942-43B7-B2CA-8372834D9E78

Status: Completed

Subject: Please DocuSign SAVNS Award Contract

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Template ID Usage Tracking - List 2:

Division Designed Templates - List 2:

Source Envelope:

Document Pages: 29

Signatures: 2

Envelope Originator:

Certificate Pages: 7

Initials: 0

Sarah Cook

AutoNav: Enabled

PO Box 12548

Envelopeld Stamping: Disabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Sarah.Cook@oag.texas.gov

IP Address: 75.27.137.97

Record Tracking

Status: Original

Holder: Sarah Cook

Location: DocuSign

9/5/2025 5:18:44 PM

Sarah.Cook@oag.texas.gov

Signer Events

Signature

Timestamp

Bobby Howell

bobby.howell@txkusa.org

County Judge

Security Level: Email, Account Authentication
(None)

Signed by:

Bobby Howell
ADA5456AD9ED47E...

Sent: 9/5/2025 5:18:50 PM

Viewed: 9/14/2025 5:24:41 PM

Signed: 9/14/2025 5:27:02 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2603:8082:cb40:116:147b:e63d:4895:8e3a

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/14/2025 5:24:41 PM

ID: f786cd85-4e20-407d-a7b9-e7247c1c3a37

James Bracken

James.Bracken@oag.texas.gov

Deputy Chief

Signing Group: Grants Administration Division Chief

Security Level: Email, Account Authentication
(None), Login with SSO

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

Sent: 9/14/2025 5:27:04 PM

Viewed: 9/18/2025 3:41:46 PM

Signed: 9/18/2025 3:42:11 PM

Using IP Address: 74.194.137.62

Lane M. Brown

Lane.Brown@oag.texas.gov

Chief, Crime Victim Services

Office of the Attorney General of Texas - Executive

Project Management Office

Signing Group: Crime Victim Services - Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

Sent: 9/18/2025 3:42:13 PM

Viewed: 9/18/2025 6:32:19 PM

Signed: 9/18/2025 6:32:32 PM

Using IP Address: 166.137.115.41

Signed using mobile

Anastasia Broadfoot

anastasia.broadfoot@oag.texas.gov

Signing Group: GCD Attorneys

Security Level: Email, Account Authentication
(None)

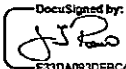
Completed

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Viewed: 9/19/2025 9:12:54 AM

Signed: 9/19/2025 9:12:59 AM

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Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Summer Puentes Summer.Puentes@oag.texas.gov Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 204.64.24.2	Sent: 9/19/2025 9:13:01 AM Viewed: 9/19/2025 11:17:51 AM Signed: 9/19/2025 11:17:56 AM
Josh Reno Josh.Reno@oag.texas.gov Deputy Attorney General for Criminal Justice Office of the Attorney General of Texas Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  F33DA093DEBC4E9... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:3c57:d80:1cf8:3597:d3b:2d71	Sent: 9/19/2025 11:17:58 AM Viewed: 9/19/2025 11:18:37 AM Signed: 9/19/2025 11:18:44 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Victoria Ojeda Victoria.Ojeda@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/19/2025 11:18:47 AM
General Counsel Division - Contracts GCDContracts@oag.texas.gov GCD Contracts Office of the Attorney General Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/14/2024 9:28:00 AM ID: eecf43d8-1763-44c6-85c7-b376774aebfc	<div>COPIED</div>	Sent: 9/19/2025 11:18:48 AM
GAD Contract Box gadcontracts@oag.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/19/2025 11:18:49 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/5/2025 5:18:51 PM
Certified Delivered	Security Checked	9/19/2025 11:18:37 AM
Signing Complete	Security Checked	9/19/2025 11:18:44 AM
Completed	Security Checked	9/19/2025 11:18:49 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

****** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.



PURCHASE ORDER
BOWIE COUNTY, TEXAS
710 JAMES BOWIE DRIVE
NEW BOSTON, TEXAS 75570

015084
DUPLICATE
11/14/2025
PP 02/2026

VENDOR: 008603 SILSBEE FORD & SILSBEE TOYOT TYC CONTRACT
ATTN: KEN DURBIN
PO BOX 815
SILSBEE, TX 77656
(409) 895-3800
TOTAL TYC CONTRACT

Qty	Description	Account	Item Amount	Item Total
1	25 FORD EXPLORER GOODBUY 25 8F000	122-570-490	43,527.00	43,527.00
1	GOODBUY ADMIN FEE GOODBUY 25 8F000	122-570-490	300.00	300.00

GRAND TOTAL 43,827.00

BUDGET PROVISIONS HAVE BEEN MADE AND FUNDS ARE
AVAILABLE OR WILL BE AVAILABLE TO MEET THIS OBLIGATION
WHEN DUE, PROVIDED THERE IS PROPER AND LEGAL PERFORMANCE.

APPROVED BY _____ PURCHASING AGENT



PRODUCT PRICING SUMMARY

GOODBUY 25 8F000 VEHICLES

VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: BOWIE COUNTY

Prepared by: KEN DURBIN

Contact: MELISSA SIMPSON O-903-278-4260

Phone: MO # 409-284-1009

Email: MELISSA.SIMPSON@BOWIECOUNTY.ORG

Email: KDURBIN.COWBOYFLEET@GMA

Product Description 2025 FORD EXPLORER

Date: September 15, 2025

A. Bid Item: 1

A. Base Price: \$ 25,368.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K7B	EXPLORER BASE MODEL	\$ 2,845.00		WHITE EXT / GRAY INT	
16N	FRONT AND REAR MATS	\$ 120.00			
2	POWER GROUP / WINDOWS & LOCKS	\$ -			
.1	CRUISE CONTROL	\$ -			

Total of B. Published Options: \$ 2,965.00

Published Option Discount (5%) \$ (6.00)

C. Additional Options [not to exceed 25%]

\$ 51.8 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 125.00	ADD LEATHER SEAT COVERS	\$ 2,400.00
2024 MODEL & GPC CHANGE	\$ 12,150.00		

Total of C. Unpublished Options: \$ 14,675.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 300 miles

\$ 525.00

H. Subtotal:

\$ 43,527.00

I. Quantity Ordered 1 x K =

\$ 43,527.00

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 43,827.00

Contract Detail

[Return to Listing](#) [Supplier Registration](#)

Contract Information

Title: Vehicles: Automobiles/Trucks/Sport Utility

Description: This bid is a catalog bid for Vehicles: Automobiles/Trucks/Sport Utility. GoodBuy Purchasing Cooperative will accept alternates. Please provide pricing information and any discounts being offered. THIS BID DOES NOT QUALIFY FOR THE PROFIT SHARING PLAN. Contract term: 1/1/25 - 12/31/25

Contract Number: 25 8F000

Type: Goodbuy

Department:

Bid: 24 8F000

Status: Active

Web Site Text: www.silsbeefleet.com

Deviation: Will Serve All Members

Catalogs/Services: INFORMATION FROM FORD CTT

Comments: ** Pricing valid for Ford government customers only. Availability is based on factory production. ** See Attached Price Lists and bid lines for base model pricing.

Last Update: 11/7/2024

Web Site: <https://www.silsbeefleet.com>

Active Contract Term

Description: Contract term dates 1/1/2025 - 12/31/2025

Start Date: 01/01/2025

End Date: 12/31/2025

Notes: Contract term dates 12/1-2025 - 12/31/2025

Supplier Information

Supplier Name: Silsbee Ford Inc.

Supplier Description: Automobile dealership

Organization Type: C Corporation

Legal Name:

Date Business Formed: 01/01/1996

Formation State: Texas

Website: www.silsbeefleet.com

General/Corporate Address

Address: 1211 US Highway 96 North
Silsbee, TX 77656

Phone: (409) 300-1385

Fax: (409) 895-3884

Contact Name: Richard Hyder

Email: rhyder.cowboyfleet@gmail.com

Attachment List

File Name	Description
Goodbuy Service Terms and Conditions 2 percent 9-2019.docx [View]	
Legal Ad 9-17-24 9-24-24.pdf [View]	
Due Diligence - SB 252 11-2024.pdf [View]	
Due Diligence HB 89 11-2024.pdf [View]	
TX Debarred-Vendor List 11-2024.pdf [View]	
Bid Tabulation by Supplier Spreadsheet 25 8F000.xlsx [View]	
Supplier Participation Detail Document 25 8F000.pdf [View]	
Edgar-Vendor-Certification-Form 9-2024.pdf [View]	Edgar-Vendor-Certification-Form 9-2024.pdf
ESC2 Regional Map 5-2024.pdf [View]	ESC2 Regional Map 5-2024.pdf
FORD SPECS AND OPTIONS.pdf [View]	FORD SPECS AND OPTIONS.pdf
Form 1295 Certificate 101287467.pdf [View]	Form 1295 Certificate 101287467.pdf
Goodbuy construction-related-advisory.pdf [View]	Goodbuy construction-related-advisory.pdf
SILSBEE FORD ADDITIONAL OPTIONS.xlsx [View]	SILSBEE FORD ADDITIONAL OPTIONS.xlsx

SILSBEE FORD W-9 030824.pdf [View](#)

SILSBEE FORD W-9 030824.pdf

Due Diligence SAMS Debarment 25 8F000 Silsbee
Ford.pdf [View](#)

Due Diligence SAMS Debarment 25 8F000 Silsbee Ford.pdf

Supplier Response 25 8F000 Silsbee Ford Inc..pdf [View](#)

Supplier Response 25 8F000 Silsbee Ford Inc..pdf

Supplier Award Document 25 8F000 Silsbee Ford Inc..pdf
[View](#)

Supplier Award Document 25 8F000 Silsbee Ford Inc..pdf



PURCHASE ORDER
BOWIE COUNTY, TEXAS
710 JAMES BOWIE DRIVE
NEW BOSTON, TEXAS 75570

015163

12/02/2025
PP 03/2026

VENDOR: 008772 MCLARTY FORD
3232 SUMMERHILL ROAD
TEXARKANA, TX 75503
(903) 792-7128

LATCF
TOTAL EXPENSES

Qty	Description	Account	Item Amount	Item Total
1	26 FORD TRASIT VIN 5434 TIPS CONT 240901	048-573-486	57,076.50	57,076.50
1	26 FORD TRASIT VIN 5510 TIPS CONT 240901	048-573-486	57,076.50	57,076.50

GRAND TOTAL 114,153.00

BUDGET PROVISIONS HAVE BEEN MADE AND FUNDS ARE
AVAILABLE OR WILL BE AVAILABLE TO MEET THIS OBLIGATION
WHEN DUE, PROVIDED THERE IS PROPER AND LEGAL PERFORMANCE.

APPROVED BY Christina Johnson PURCHASING AGENT

Reseller under Silsbee Ford



3232 Summerhill Road
Phone (903) 792-7121
Fax (903) 794-3801

8772

11/20/2025

DATE
Deal #0018705
Cust #6659
Stock #G1072

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER BOWIE COUNTY		RES. PHONE 903-798-3561		BUS. PHONE 903-798-3561	
ADDRESS 710 JAMES BOWIE DRIVE		CITY NEW BOSTON		STATE TX	ZIP 75570
COUNTY BOWIE		SOCIAL SECURITY # - -		BUS. PHONE	
2026	FORD	TRANSIT T-350	VAN PASSENGE	3.5L	
YEAR	MAKE	SERIES	BODY STYLE	ENGINE	
1FBAX2Y88TKA05434		ODOMETER		LICENSE NO.	WHITE
VEHICLE IDENTIFICATION NUMBER					COLOR

Equipment to be
Installed or Removed
Tips Contract
#240901

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.
UN HONORARIO DE DOCUMENTACIÓN NO ES UN HONORARIO OFICIAL. UN HONORARIO DE DOCUMENTACIÓN NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADA AL COMPRADOR COMO GASTOS DE MANEJO DE DOCUMENTOS RELACIONADOS CON UNA VENTA. UN HONORARIO DE DOCUMENTACIÓN NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN ES REQUERIDA POR LA LEY.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

However, if this vehicle is sold in conjunction with a service contract, to the extent allowed by law any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of the manufacturer's written warranty.

Purchaser's Signature _____

PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS: THAT THIS ORDER COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS RELATING TO THE SAID VEHICLE AND THAT THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

WE AGREE TO PURCHASE THE ABOVE DESCRIBED VEHICLE AS PER THE TERMS SET FORTH IN THIS ORDER BUT DO NOT HOLD McLARTY FORD LIABLE FOR FAILURE TO DELIVER BECAUSE OF ANY CONTINGENCIES THAT MAY OCCUR.

FOR THE PURPOSE OF SECURING CREDIT FROM YOU, I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT I HAVE ATTAINED THE AGE OF MAJORITY. I AUTHORIZE YOU TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND TO PROVIDE AND/OR OBTAIN INFORMATION ABOUT CREDIT EXPERIENCES WITH ME.

PURCHASER BY EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND HAS RECEIVED A TRUE COPY OF THIS ORDER.

PURCHASER'S SIGNATURE _____

SALESMAN **JACK F SIMS, III**

ACCEPTED BY _____

Receipt # _____

UNIT PRICE		\$ 57069.00
REBATE TO: DEALER/CUSTOMER		NA
WINDOW ETCHING		NA
MAKE OF TRADE-IN	TYPE	TOTAL \$ 57069.00
YEAR	MODEL	TRADE ALLOWANCE
V.I.N.	COLOR	NA
ODOMETER	LICENSE	
TOTAL SALES (LESS TRADE)		\$ 57069.00
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ARK: COUNTY BOWIE CITY NEW BOSTON		
LICENSE-TITLE-SAFETY STICKER		7.50
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 57076.50
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL:	TALKED TO:	
LOAN ACCOUNT #		
PHONE #		
SUB-TOTAL		\$ 57076.50
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 57076.50
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 57076.50
LIFE INS. NA	A & H INS. NA	NA
TOTAL		\$ 57076.50
UEN TO: CASH		
DRAFT THRU		

Reseller under Silsbee
Ford



3232 Summerhill Road
Phone (803) 792-7121
Fax (803) 794-3801

8712

11/21/2025

DATE

Deal #0018708

Cust #6659

Stock #G1068

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER BOWIE COUNTY RES. PHONE 903-798-3561 BUS. PHONE 903-798-3561
ADDRESS 710 JAMES BOWIE DRIVE CITY NEW BOSTON STATE TX ZIP 75570
COUNTY BOWIE SOCIAL SECURITY # - - BUS. PHONE - -

2026 YEAR	FORD MAKE	TRANSIT T-350 SERIES	VAN PASSENGE BODY STYLE	3.5L ENGINE
1FBAX2Y89TKA05510 VEHICLE IDENTIFICATION NUMBER		15 ODOMETER	LICENSE NO.	WHITE COLOR

Equipment to be
Installed or Removed

Tips Contract
240901

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DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

However, if this vehicle is sold in conjunction with a service contract, to the extent allowed by law any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited, in duration to the duration of the manufacturer's written warranty.

Purchaser's Signature

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PURCHASER'S SIGNATURE

SALESMAN JACK F SIMS, III

ACCEPTED BY

Receipt #

UNIT PRICE		\$ 57069.00
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA776-19685T		NA
WINDOW ETCHING		NA
MAKE OF TRADE-IN	TYPE	TOTAL \$ 57069.00
YEAR	MODEL	TRADE ALLOWANCE
V.I.N.		NA
ODOMETER	LICENSE	
TOTAL SALES (LESS TRADE)		\$ 57069.00
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ARK: COUNTY BOWIE CITY NEW BOSTON		
LICENSE-TITLE-SAFETY STICKER		7.50
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 57076.50
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL:	TALKED TO:	
LOAN-ACCOUNT #		
PHONE #		
SUB-TOTAL		\$ 57076.50
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 57076.50
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 57076.50
LIFE INS. NA	A & H INS. NA	NA
TOTAL		\$ 57076.50
LIEN TO: CASH		
DRAFT THRU		

**AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)**EMAIL PURCHASE ORDER TO: sgamblin.silsbeefleet@gmail.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS



Print

VENDOR Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donelson CDJR, LLC

1396 HWY 327 E SILSBEE TX,77656

WEBSITE

SERVICE/PRODUCTS DESCRIPTION FLEET VEHICLES

CONTRACT: 240902 Transportation Vehicle Parts and ServicesEnd Date: Nov-30-2027 EDGAR COMPLIANCE: [View Doc.](#)CONTRACT: 240901 Transportation VehiclesEnd Date: Nov-30-2027 EDGAR COMPLIANCE: [View Doc.](#)

**AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)**

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**Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota
3.Lake Country Chevrolet 4.Donelson CDJR, LLC**

TIPS Member PO Process for Reseller

Resellers listed below may also hold a current TIPS contract. PO's for quotes provided by a reseller that are also awarded in the same category will be processed and sent directly to that reseller. Please check under "ALL VENDORS" before requesting a quote from any listed reseller.

Reseller Process Guide for TIPS SaleReseller Form for TIPS Sale

Resellers	Address
<u>COVERT CHEVROLET</u>	
Contact: BLAIR PIGG	702 HWY 71 WEST BASTROP TX 78602
Contact Phone:(512) 431-4162	Phone:(512) 431-4162
Contact Email: BLAIRPIGG@COVERTAUTO.COM	Fax:
Elder Chrysler Dodge Jeep Ram Contact: Stephen Magee	1798 E. HWY 31 ATHENS TX 75751
Contact Phone:(903) 681-3685	Phone:(903) 681-3685
Contact Email: stephen@elderdodge.com	Fax:
MAGNUM MOBILE Contact: SUZANNE SCHRAML	23225 N 19TH AVE PHOENIX AZ 85027
Contact Phone:(602) 715-2814 Ext. 406	Phone:(602) 715-2814 Ext. 406
Contact Email: suzanne@magnummobilesv.com	Fax:
MCLARTY FORD Contact: ANDY JOHNSON	3232 SUMMERHILL ROAD TEXARKANA TX 75503
Contact Phone:(903) 735-4614	Phone:(903) 796-4194
Contact Email: ajohnson@mclartyford.com	Fax:
RTR Performance Fishing and Marine Products Contact: MIKE SOLIZ	233 FM 1136 ORANGE TX 77632
	Phone:(409) 289-2677
	Fax:

Contact Phone:(409) 289-2677

Contact Email:

STAR TRUCK EQUIPMENT

<http://www.startruckequipment.com/>

Contact: TROY NEWCOMB


Contact Phone:(903) 910-1246

Contact Email: troy.newcomb@startruckequipment.com

2507 County Road 231 Wharton TX

Phone:(903) 910-1246

Fax:

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**ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN**

NOTE: This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): Bowie County Texas
2. Address: 710 James Bowie Drive
3. City: New Boston 4.State: TX 5. Zip: 75570
6. Phone number: 903-628-6711 7. Fax number: 903-716-5101
8. Plan Sponsor EIN: 75-6000829
9. Plan Sponsor fiscal year end: 12/31
10. State of organization of Plan Sponsor: Texas
11. The term "Employer" includes the Plan Sponsor.

PLAN INFORMATION

A. GENERAL INFORMATION

1. **Plan name:** a. Bowie County Texas 457(b) Deferred Compensation Plan
b. _____
2. **Effective Date:**
 - 2a. Original effective date of Plan: 01/01/2004
 - 2b. Is this a restatement of a previously-adopted plan?
☒ Yes ☐ No
 - 2c. If A.2b is "Yes", effective date of Plan restatement: 01/01/2025.
NOTE: If A.2b is "No", the Effective Date shall be the date specified in A.2a, otherwise the date specified in A.2c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
3. **Plan Year** means each 12-consecutive month period ending on 12/31 (e.g. December 31).
NOTE: The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

Plan Type

4. **Type of Plan:**
 - i. ☐ Plan maintained by a tax-exempt entity within the meaning of Code section 457(e)(1)(B).
 - ii. ☒ Governmental Plan maintained by a state or related entity within the meaning of Code section 457(e)(1)(A).

Plan Features

5. **Employer/Employee contributions permitted (check all that apply):**
 - a. ☒ Matching Contributions.
 - b. ☒ Nonelective Contributions.
 - c. ☒ Participant Deferral Contributions.
 - d. ☒ If A.5c is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
 - e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: 01/01/2026 (no earlier than January 1, 2011).

Compensation

6. **Definition of Compensation (check all that apply):**
 - a. ☒ Base salary.
 - b. ☒ The additional pay specified in A.7.
7. If A.6.b is selected, enter the additional pay: Wages up to W2 compensation

8a. Are there any exclusions from the definition of Compensation:

☒ Yes ☐ No

8b. If A.8a is "Yes", enter the exclusions from the definition of Compensation: Fringe Benefits

8c. Exclude pay earned before participation in Plan from definition of Compensation:

☒ Yes ☐ No

Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

B. ELIGIBILITY

Eligible Employee

NOTE: If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of B.2 through B.4, the term Eligible Employee shall include Employees who are also (check all that apply):
 - a. ☐ Officers of the Company in the following positions: _____.
 - b. ☐ Other management or highly compensated employees in the following classifications/positions: _____.
 - c. ☒ Employees listed in an appendix to the Adoption Agreement.
 - d. ☐ All Employees except: _____.
 - e. ☐ All Employees.

NOTE: Only a Governmental Plan may select B.1.d or B.1.e.
2. Indicate whether an independent contractor may participate in the Plan:
☐ Yes ☒ No

Eligible Employee - Other

3. In addition to the requirements in B.1, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):
 - a. ☐ Must be approved by the Chief Executive Officer of the Plan Sponsor.
 - b. ☐ Must be approved by the Chief Executive Officer of the Employee's employing entity.
 - c. ☐ Must be approved by the Board of the Plan Sponsor.
 - d. ☐ Must be approved by the Board of the Employee's employing entity.
 - e. ☒ Other requirements listed in B.4.
4. If B.3.e is selected, enter other requirements: County Auditor

Requirements for Participation

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in B.5 through B.6:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
 - i. ☐ None.
 - ii. ☒ Completion of: 30 days
 - iii. ☐ Other: _____
6. Frequency of entry dates:
 - i. ☒ first day of each calendar month
 - ii. ☐ first day of each plan quarter
 - iii. ☐ first day of the first month and seventh month of the Plan Year
 - iv. ☐ first day of the Plan Year
 - v. ☐ Other: _____

Modifications

- 7a. Indicate whether there are any modifications to the requirements specified in B.1 - B.6:
☒ Yes ☐ No
- 7b. If B.7a is "Yes", specify the modifications: Employee must be age 18.

C. ELECTIONS/CONTRIBUTIONS

- 1a. If A.5c is selected (Participant Deferrals permitted), minimum Participant contribution: None
- 1b. If A.5c is selected (Participant Deferrals permitted), maximum Participant contribution: one hundred percent (100%).
2. If A.5c is selected (Participant Deferrals permitted), a Participant may defer accumulated sick pay, accumulated vacation pay, and back pay:
☒ Yes ☐ No

Matching Contributions

3. If A.5a is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):
 - i. ☐ Pursuant to the formula specified in C.4.
 - ii. ☒ An amount and allocation formula as determined by the Company.
4. If A.5a is "Yes" (matching contributions are permitted), and C.3.i is selected, indicate the formula to allocate such contributions: _____.
5. If A.5a is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: None.
 NOTE: If C.5 is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

Nonelective Contributions

6. If A.5b is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):
 - i. ☐ In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 - ii. ☐ Pursuant to the formula specified in C.7.
 - iii. ☒ An amount and allocation formula as determined by the Company.
7. If A.5b is "Yes" (nonelective contributions are permitted) and C.6.ii is selected, indicate the formula to allocate such contributions: _____.
8. If A.5b is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: 1000 hours and last day of employment.
 NOTE: If C.8 is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

Transfers/Rollovers

9. Transfers/rollover contributions are permitted (Section 5.03 and 5.04):
☒ Yes ☐ No
 NOTE: If the Plan is not a Governmental Plan and C.9 is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and C.9 is "Yes", Section 5.03 and 5.04 shall apply.

D. EARNINGS/TRUST

Earnings

1. A Participant's Accounts shall be credited with earnings in the following manner:
 - i. ☐ Fixed rate specified in D.2.
 - ii. ☐ Predetermined investment(s) specified in an appendix to the Adoption Agreement.
 - iii. ☒ Predetermined investment(s) as specified by the Plan Administrator.
 - iv. ☐ Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
 NOTE: If the Plan is a Governmental Plan, D.1 must be a predetermined investment.
2. If D.1.i (fixed rate) is selected, specify the rate: _____.
 NOTE: If the rate specified in D.2 is a published rate, and the entry in D.2 does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
3. If D.1.ii or D.1.iii (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:
 - i. ☐ A Participant may not choose among predetermined investments.
 - ii. ☒ As of each Valuation Date.
 - iii. ☐ As of the first day of each Plan Year.
 - iv. ☐ Pursuant to Plan Administrator procedures.

- 4a. If D.1.ii or D.1.iii (predetermined investments) is selected and D.3.ii, D.3.iii or D.3.iv is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:
☐ Yes ☒ No
- 4b. If D.1.ii or D.1.iii (predetermined investments) is selected and D.3.ii, D.3.iii or D.3.iv is selected (Participant direction is allowed) and D.4a is "Yes", enter the conditions and/or limitations: _____.

Grantor Trust

5. If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):
- i. ☐ No grantor trust shall be established.
 - ii. ☐ The Company may, in its sole discretion, establish a grantor trust.
 - iii. ☐ The Company shall establish a grantor trust.
- NOTE: If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

Valuation Date

- 6a. Enter Valuation Date:
- i. ☐ Last day of Plan Year
 - ii. ☐ Last day of each Plan quarter
 - iii. ☐ Last day of each month
 - iv. ☒ Each business day
 - v. ☐ Other
- 6b. If D.6a.v is selected, enter the Valuation Date: _____ (Must be at least annually).

E. VESTING FOR COMPANY CONTRIBUTIONS

Vesting Service Rules

1. Indicate the method of determining vesting service: elapsed time.
 NOTE: Unless otherwise specified in E.1, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

Vesting Exceptions

2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):
☒ Yes ☐ No
3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):
☒ Yes ☐ No
4. Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):
☒ Yes ☐ No
- 5a. Provide for full vesting for a Participant upon the circumstances described in E.5b (Section 5.06):
☐ Yes ☒ No
- 5b. If E.5a is "Yes", describe the other circumstances: _____.
- 6a. Company contribution vesting schedule:
☐ 100% ☐ 3-7 Year Graded ☒ 2-6 Year Graded ☐ 1-5 Year Graded ☐ 1-4 Year Graded
☐ 5 Year Cliff ☐ 3 Year Cliff ☐ 2 Year Cliff ☐ Other ☐ Pursuant to another plan.
 NOTE: If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.
- 6b. If E.6a is "Other", enter other vesting schedule: _____
- 6c. If E.6a is "Pursuant to another plan", enter name of other plan: _____

Special Forfeiture Provisions

- 7a. Provide for special forfeiture provisions (Section 5.06(c)):
☐ Yes ☒ No

- 7b. If E.7a is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in E.7c: _____.

NOTE: If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.

- 7c. If E.7a is "Yes", a Participant meeting the conditions of E.7b shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: _____.

F. DISTRIBUTIONS

NOTE: All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

Normal Retirement

1. Normal Retirement Age means Attainment of age: 65.

NOTE: Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

Time of Payment for Reasons other than Death

2. Benefits may not commence later than the date specified below (Section 6.01):
- ☒ The earlier of the Required Beginning Date or the number of years specified in F.3 after the Participant's Termination.
 - ☐ The earlier of the Required Beginning Date or Normal Retirement Age.
 - ☐ Required Beginning Date.

NOTE: If F.2.ii is selected, payment may not be made earlier than that specified in Section 6.01.

3. If F.2.i is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01): immediately.

NOTE: If zero is entered in F.3 and this is a non-governmental plan, distributions shall commence on the 61st day following the distribution event.

Form of Payment for Reasons other than Death

- 4a. Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
- ☒ A single lump sum payment.
 - ☐ Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in F.4b.
 - ☒ Other optional form of benefit specified in F.4c.

- 4b. If F.4a.ii (annual installments) is selected, enter the maximum number of years over which payments may be made: ____.

NOTE: May not extend beyond the life expectancy of the Participant and Beneficiary.

- 4c. If F.4a.iii (Other) is selected, describe other optional form of benefit: Installments and partial withdrawals.

Payment on Participant Death

5. Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):

- ☐ Pay entire remaining Account by end of the first calendar year following the date of death.
- ☒ Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

Unforeseeable Emergency

- 6a. A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):

☒ Yes ☐ No

- 6b. If F.6a is "Yes", A.5c (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:

i. ☒ Yes

- ii. ☐ Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
- iii. ☐ No

Small Distributions

7. A Participant may make a one-time election to receive a distribution of a small balance (\$5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):
☒ Yes ☐ No

Medium of Payment

8. Medium of distribution from the Plan:
- i. ☒ Cash only
 - ii. ☐ Cash or in-kind
 - iii. ☐ In-kind only

Transfers

- 9a. Specify whether transfers may be made to another plan (Section 6.08):
☒ Yes ☐ No
NOTE: A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).
NOTE: Governmental Plans are also subject to the direct rollover rules in Section 6.09.
- 9b. If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):
☐ Yes ☒ No

Death or Disability during Qualified Military Service

- 10a. For benefit accrual purposes, a Participant that dies or becomes disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):
☐ Yes ☒ No
- 10b. If F.10a is "Yes", enter the effective date: _____ (must be on or after January 1, 2007).

Loans/Inservice

11. If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):
☐ Yes ☒ No
12. If the Plan is a Governmental Plan and C.9 permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):
☒ Yes ☐ No
13. Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:
☒ Yes ☐ No

2009 Required Minimum Distributions

- 14a. If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:
- i. ☒ Default to continue 2009 RMDs.
 - ii. ☐ Default to discontinue 2009 RMDs.
 - iii. ☐ Other: _____
- NOTE: If "Other" is selected, the below provisions will not apply except to the extent specified.
- 14b. Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:
- i. ☒ None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.
 - ii. ☐ 2009 RMDs only.
 - iii. ☐ Extended 2009 RMDs only.
 - iv. ☐ 2009 RMDs and Extended 2009 RMDs.

G. PLAN OPERATIONS

Plan Administration

- 1a. Designation of Plan Administrator (Section 7.01):
i. ☒ Plan Sponsor
ii. ☐ Committee appointed by Plan Sponsor
iii. ☐ Other
- 1b. If G.1a.iii is selected, Name of Plan Administrator: _____
- 2a. Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
i. ☒ Standard according to Section 7.03.
ii. ☐ Custom.
- 2b. If G.2a.ii (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this 1st day of December, 2025.

BOWIE COUNTY TEXAS:

Signature: _____

Print Name: _____

Title/Position: _____

ADDENDUM TO THE ADOPTION AGREEMENT

In addition to any other Employees described in the Adoption Agreement, the Employees listed below shall also be Eligible Employees:

All regular full-time employees, Elected Officials and Department Heads shall be eligible; except where it conflicts with State law or code superseding the county's 457 plan. Part-time, temporary, and seasonal employees are not eligible

Bowie County Texas 457(b) Deferred Compensation Plan
SECURE 2.0 Addendum 2025

The following changes are made to the Bowie County Texas 457(b) Deferred Compensation Plan effective as of the dates listed; however, if no date is listed for a given item, such change will be effective as of the date of execution, or if earlier, the date required by applicable law. This Addendum is intended as a good faith effort to comply with the requirements of Division T of the Consolidated Appropriations Act, 2023, also known as SECURE 2.0. This Addendum is to be construed in accordance with guidance issued by the Internal Revenue Service and Employee Benefits Security Administration. Both this "Addendum" and applicable law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS

For each item below, if the check boxes are empty, the *italicized* provisions will apply.

1. Employer Contributions made on a Roth basis

The Plan does not permit Employer Contributions to be made on a Roth basis.

- a. ☐ Effective _____, the Plan allows Participants to direct matching contributions to be made on a Roth basis.
- b. ☐ Effective _____, the Plan allows Participants to direct non-elective contributions to be made on a Roth basis.
- c. ☐ The following terms apply to this Section: _____.

2. Matching Qualified Student Loan Payments

The Plan does not permit matching contributions to be based on Qualified Student Loan Payments.

- a. ☐ Effective _____, matching contributions made pursuant to Section 5.01(b) of the Basic Plan Document and the adoption agreement may also be based on Qualified Student Loan Payments provided a Participant receiving such matching contributions has certified that such payments have been made. Such certification must be made at least annually.
- b. ☐ The following terms apply to this Section: _____.

3. Emergency Personal Expense Distributions

The Plan does not permit Emergency Personal Expense Distributions to be made and does not allow recontribution of said distributions.

- a. ☐ Effective _____, Employee Participants may receive Emergency Personal Expense Distributions.
- b. ☐ Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of Emergency Personal Expense Distributions to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from
 - i. ☐ this Plan.
 - ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- c. ☐ The following terms apply to this Section: _____.

4. Domestic Abuse Distributions

The Plan does not permit distributions to be made on account of Domestic Abuse and does not allow recontribution of said distributions.

- a. ☐ Effective _____, Participants may receive distributions on account of Domestic Abuse.
- b. ☐ Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of distributions received on account of Domestic Abuse to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from
 - i. ☐ this Plan.
 - ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- c. Each Domestic Abuse Distribution to a Participant may not exceed the lesser of \$10,000, as adjusted for cost-of-living adjustments under Code section 402A(e)(3)(A)(i), or 50% of the present value of that Participant's nonforfeitable accrued benefit under the Plan.
- d. ☐ The following terms apply to this Section: _____.

5. Qualified Disaster-Related Loans

Loan terms are not modified for Participants who reside within a Qualified Disaster Area.

- a. ☐ Effective _____, loans made to a Participant whose principal place of abode was within a Qualified Disaster Area during the related Qualified Disaster's Incident Period and who sustained an economic loss by reason of such Qualified Disaster may not exceed the lesser of:
- i. \$_____, reduced by the greater of
- the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Plan Administrator (not taking into account any payments made during such one-year period), or
- ii. _____ of the value of the Participant's vested Account (as of the Valuation Date immediately preceding the date on which such loan is approved by the Plan Administrator).
- b. ☐ Effective _____, if a loan made to a Participant described in Subsection (a) is outstanding on or after the first day of the Incident Period of the Qualified Disaster, the due date for any repayment with respect to such loan that is due during the period beginning on the first day of the Incident Period, and ending on the date which is 180 days after the last day of the Incident Period, will be delayed under the Plan for one year. The period of delay will be disregarded in determining the term of the loan and the level of amortization under Code sections 72(p)(2)(B) and (C). Any payments after the suspension period will be adjusted to reflect the delay and interest accruing during the delay.
- c. ☐ The following terms apply to this Section: _____.

6. Recontribution of distributions to Terminally-Ill Participants

The Plan does not allow Terminally-Ill Participants to recontribute distributions made on account of terminal illness.

- a. ☐ Effective _____, the Plan permits Terminally-Ill Participants who are eligible to make a rollover contribution to the Plan to recontribute to the Plan distributions on account of terminal illness, as provided by Code sections 72(t)(2)(L)(iv), 72(t)(2)(H)(v), and 72(t)(2)(L)(vi)(I) and as described in IRS Notice 2024-2, Q&A F-2. Such recontributions may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from
- i. ☐ this Plan.
- ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- b. ☐ The following terms apply to this Section: _____.

7. Qualified Disaster Recovery Distributions and repayment of Qualified Home Purchase Distributions

The Plan does not permit Qualified Disaster Recovery Distributions to be made and does not allow recontribution of either Qualified Disaster Recovery Distributions or Qualified Home Purchase Distributions.

- a. ☐ Effective _____, Participants may receive Qualified Disaster Recovery Distributions.
- b. ☐ Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of Qualified Disaster Recovery Distributions to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from
- i. ☐ this Plan.
- ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- c. ☐ Effective _____, Participants are permitted to repay Qualified Home Purchase Distributions within a three-year period beginning on the day after such distribution is received that are made from any eligible retirement plan (as defined in Code section 402(c)(8)(B)). In order to be eligible for repayment, the distribution may originate from
- i. ☐ this Plan.
- ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- d. ☐ The following terms apply to this Section: _____.

8. Pension-Linked Emergency Savings Accounts

The Plan does not provide Pension-Linked Emergency Savings Accounts.

- a. ☐ Effective _____, Employee Participants who are not highly compensated employees (as defined in Code section 414(q)(1)) are permitted to make Roth Deferrals to Pension-Linked Emergency Savings Accounts provided that such contributions do not cause principal to exceed _____. Additionally, all Participants with a balance in such an account are also entitled to receive _____ each month from a short-term savings account.

Additionally, neither charge nor fee may be applied to the first four distributions made from such Account during a Plan Year solely on the basis of such distribution(s).

- b. ☐ The following terms apply this Section: _____.

9. Self-Certification of Unforeseeable Emergencies

The Plan Administrator may not rely on Participants' self-certification that they meet the conditions of an Unforeseeable Emergency.

- a. ☐ Effective _____, the Plan Administrator may rely on Participants' self-certification that they meet the conditions of an Unforeseeable Emergency.

- b. ☐ The following applies to this Section: _____.

10. Qualified Long-Term Care Distributions (SECURE 2.0 Sec. 334)

Qualified Long-Term Care Distributions are not permitted.

- a. ☐ Effective _____, Qualified Long-Term Care Distributions are permitted.

- b. ☐ The following terms apply to this Section: _____.

11. Small Distributions (involuntary force-out limit increase)

The maximum vested account balance subject to involuntary force-out is unchanged.

- a. ☒ Effective 01/01/2025, the maximum vested account balance subject to involuntary force-out (i.e., distributions that may be made without the consent of the Participant or Beneficiary) is increased to \$7,000.

- b. ☐ The following applies to this Section: _____.

12. Additional effective dates

No additional effective dates apply to this Addendum.

- a. ☐ Additional effective dates apply as follows: _____.

STANDARD PROVISIONS

A. **Qualified Birth or Adoption Distribution Repayment**

Qualified Birth or Adoption Distributions made after December 22, 2022, may only be recontributed to the Plan within the three years following the day after such a distribution is received. Subject to any future contrary order issued by a court of competent jurisdiction or guidance issued by the Secretary of the Treasury, Qualified Birth or Adoption Distributions made on or before December 22, 2022, are allowed at any time before January 1, 2026.

B. **Employer Contributions made on a Roth basis**

Compensation (e.g., Plan Compensation) shall be determined without regard to Employer Contributions made on a Roth basis.

C. **Qualified Student Loan Payments**

"Qualified Student Loan Payment" means a payment made by a Participant on any indebtedness incurred by the taxpayer solely to pay the cost of attendance (as defined in section 472 of the Higher Education Act of 1965, as in effect on the day before the date of the enactment of the Taxpayer Relief Act of 1997) at an eligible educational institution (as defined in Code section 221(d)(2)) if such costs

1. Were incurred on behalf of the Participant, the Participant spouse, or any person who was a dependent of the Participant as of the time the indebtedness was incurred;
2. Were paid or incurred within a reasonable period of time before or after the indebtedness was incurred; and
3. Are attributable to education furnished during a period where the person on whose behalf the indebtedness occurred was an "Eligible Student" (as defined in Code section 25A(b)(3)).

D. **Emergency Personal Expense Distributions**

"Emergency Personal Expense Distribution" means a distribution that meets the requirements of Subsection 3 that is made from this Plan for purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses. The Plan Administrator may rely on the Participant's written self-certification that the Participant satisfies the prior sentence. A distribution to a Participant may only qualify as an Emergency Personal Expense Distributions once per calendar year. Additionally, if a Participant takes an Emergency Personal Expense Distributions under this Plan, the Participant is prohibited from taking other Emergency Personal Expense Distributions from this Plan during the immediately following three calendar years unless the distribution is fully repaid or the aggregate amount of Deferrals made to the Plan on behalf of the Participant subsequent to the date the distribution is made at least equals the amount of said distribution.

E. **Distributions made on account of Domestic Abuse**

"Domestic Abuse" means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

A Domestic Abuse Distribution is a distribution made on account of Domestic Abuse that is made during a 1-year period beginning on any date that the Participant is a victim of Domestic Abuse by a spouse or domestic partner. The Plan Administrator may rely on an individual's self-certification that the individual was a victim of Domestic Abuse on a certain day or during a specified period of time.

F. Loans and distributions related to natural disasters

1. "Qualified Disaster" means any disaster with respect to which a major disaster has been declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2. "Qualified Disaster Area" means with respect to any Qualified Disaster is the area with respect to which the major disaster was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
3. "Incident Period" means the period specified by the Federal Emergency Management Agency as the period during which a Qualified Disaster occurred.
4. "Qualified Disaster Recovery Distribution" means a distribution where the following conditions are met:
 - a. the distribution is made
 - i. on or after the first day of the Incident Period and
 - ii. before the date that is 180 days after Applicable Date;
 - b. the Participant's principal place of abode was within the Qualified Disaster Area at any time during the period specified in Subsection (3);
 - c. the Participant sustained an economic loss by reason of such disaster; and
 - d. the total of all Qualified Disaster Recovery Distributions made to the Participant across all qualified retirement plans, including the amount sought to be distributed under this Section, does not exceed \$22,000 with respect to the same Qualified Disaster, with no fiduciary having responsibility to determine if the Participant has exceeded this limit by taking such distributions from plans other than plans maintained by the Employer or held responsible for a breach of this limit if the limit could have been satisfied within all plans maintained by the Employer at the time of the distribution.
5. "Qualified Home Purchase Distribution" means any qualified distribution (as defined in either Code section 72(t)(8)(F) or section 402(c)(13)(B)).

G. Distributions to Terminally-Ill Participants

A person is considered to be "Terminally-Ill" if the person is afflicted with a physician-certified illness or physical condition reasonably expected to result in death within 84 months of the date of certification who has furnished evidence of such affliction to the Plan Administrator.

H. Pension-Linked Emergency Savings Accounts

"Pension-Linked Emergency Savings Account" means an individual, short-term savings account maintained as part of the Plan that is a Roth Account. Such Account shall not have a minimum contribution or balance requirement and either be held as cash; held in an interest-bearing deposit account; or held in an investment product designed to maintain over the term of the investment, the dollar value that is equal to the amount invested in the product, preserve principal, and provide a reasonable rate of return (whether or not such return is guaranteed, consistent with the need for liquidity), and offered by a State or federally-regulated financial institution.

I. Mandatory Roth Catch-Up

Effective as of the later of taxable years beginning on or after December 31, 2025 or the close of any period of relief provided for by the U.S. Department of Treasury, one of its sub-organizations, the Secretary of the Treasury, or the Secretary's designee that is similar to the "administrative transition period" in IRS Notice 2024-02 Deferrals made by Participants whose wages, as defined under Code section 3121(a), exceeded \$145,000, as adjusted for cost-of-living increases under Code section 414(v)(7)(E), during the prior calendar year,

1. may be recharacterized as being made on a Roth basis to comply with any requirement under the Plan and
2. must be made on a Roth-basis or recharacterized as such whenever they are treated as Age 50 Catch-Up contributions.

J. Enhanced age 50 catch-up limit

If during any year, a Participant is at least age 60 but not yet age 64, the amount of additional deferrals allowed under Section 5.02(b) of the Basic Plan Document is increased according to section 109 of SECURE 2.0.

K. Qualified Long-Term Care Distributions

1. "Qualified Long-Term Care Distribution" means so much of a distribution that

1. is associated with a Long-Term Care Premium Statement (as defined in Code Section 401(a)(38)(E)(ii)) that has been filed with the Plan and
 2. does not exceed the lesser of the following, as modified by the cost-of-living adjustment provided under Code section 401(a)(39)(B)(ii):
 - a. the amount paid by or assessed to the Employee during the year for or with respect to Certified Long-Term Care Insurance for the Employee, Employee's spouse, or other persons included by the Secretary of the Treasury now or at a later date;
 - b. \$2,500; and
 - c. 10% of the present value of the Employee's nonforfeitable accrued benefit under the Plan.
 2. "Certified Long-Term Care Insurance" means any of the following that provide meaningful financial assistance in the event the insured needs home-based or nursing home care, as required under Code section 401(a)(38)(C):
 - a. a qualified long-term care insurance contract (as defined in Code section 7702B(b)) covering qualified long-term care services (as defined in Code section 7702B(c));
 - b. coverage of the risk that an insured individual would become a chronically ill individual (within the meaning of Code section 101(g)(4)(B)) under a rider or other provision of a life insurance contract which satisfies the requirements of Code section 101(g)(3) (determined without regard to subparagraph (D) thereof); or
 - c. coverage of qualified long-term care services (as defined in Code section 7702B(c)) under a rider or other provision of an insurance or annuity contract which is treated as a separate contract under Code section 7702B(e) and satisfies the requirements of Code section 7702B(g).
- L. Required minimum distributions**
1. All instances of "age 70-1/2" and "age 72" in the Basic Plan Document are replaced with "the Applicable Age".
 2. "Applicable Age" means
 - a. Age 70-1/2 for people born before July 1, 1949;
 - b. Age 72 for people born after June 30, 1949; and
 - c. Effective January 1, 2023, age 73 for people born after the year 1950.
 3. As stated in Code section 402A(d)(5), which is hereby incorporated by reference, the required distribution rules associated with Code section 401(a)(9) do not apply to designated Roth Accounts.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this 1st day of December, 2025.

BOWIE COUNTY TEXAS:

Signature: _____

Print Name: _____

Title/Position: _____

BOWIE COUNTY TEXAS
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Bowie County Texas (the "Company").

With respect to the amendment of the Bowie County Texas 457(b) Deferred Compensation Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute said amendment on behalf of the Company;

RESOLVED FURTHER: That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this 1st day of December, 2025.

BOWIE COUNTY TEXAS 457(B) DEFERRED COMPENSATION PLAN

SUMMARY OF MATERIAL MODIFICATIONS

The purpose of this Summary of Material Modifications is to inform you of a change that has been made to the Bowie County Texas 457(b) Deferred Compensation Plan. This change has affected the information previously provided to you in the Plan's Plan Description. The Plan Description is modified as described below.

Effective 01/01/2026, the Plan was amended to allow a new type of employee contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are made in the same manner as your pre tax Pre-Tax Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your elective deferrals as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax contributions may not exceed the annual limit on regular contributions.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Your Roth Contributions may be withdrawn on account of an unforeseeable emergency in the same manner as your regular contributions. Please note however, that the income on the Roth contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

BOWIE COUNTY TEXAS 457(B) DEFERRED COMPENSATION PLAN

AMENDMENT

WHEREAS, Bowie County Texas (the "Company") maintains the Bowie County Texas 457(b) Deferred Compensation Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 8.01 of the Plan, the Company desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended to allow Roth Deferrals as set forth below effective as of the date specified in item 1b.

OPTIONAL PROVISIONS:

- 1a. Roth Deferrals are permitted:
[X] Yes [] No
- 1b. Effective Date. Roth Deferrals shall apply to contributions after 01/01/2026. (Enter a date no earlier than January 1, 2011.)

STANDARD PROVISIONS:

- 2. General Application.
 - A. This amendment will apply to contributions beginning with the effective date specified above but in no event before the first day of the first taxable year beginning on or after January 1, 2011.
 - B. As of the effective date under Section 2.A, the Plan will accept Roth Deferrals made on behalf of eligible Participants. A Participant's Roth Deferrals will be allocated to a separate Account maintained for such deferrals as described in Section 3.
 - C. Unless specifically stated otherwise, Roth Deferrals will be treated as Pre-Tax Deferrals for all purposes under the Plan.
- 3. Separate Accounting.
 - A. Contributions and withdrawals of Roth Deferrals will be credited and debited to the Roth Deferral Account maintained for each Participant.
 - B. The Plan will maintain a record of the amount of Roth Deferrals in each Participant's Roth Deferral Account.
 - C. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Deferral Account and the Participant's other Accounts under the Plan.
 - D. No contributions other than Roth Deferrals and properly attributable earnings will be credited to each Participant's Roth Deferral Account.

4. Direct Rollovers.

- A. Notwithstanding anything in the Plan to the contrary, a direct rollover of a distribution from a Roth Deferral Account under the Plan will only be made to another Roth Deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).
- B. Notwithstanding anything in the Plan to the contrary, if the Plan permits Roth Deferrals and rollover contributions and subject to the approval of the Plan Administrator, the Plan may accept a rollover contribution to a Roth Deferral Account only if it is a direct rollover from another Roth Deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).

5. Definitions.

"Pre-tax Deferral" means Deferrals that are not includible in the Participant's gross income at the time deferred.

"Pre-tax Deferral Account" means so much of a Participant's Account as consists of a Participant's Pre-Tax Deferrals (and corresponding earnings) made to the Plan.

"Roth Deferral" means an Deferral that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Deferral that is being made in lieu of all or a portion of the Pre-tax Deferrals the Participant is otherwise eligible to make under the Plan; and (b) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Roth Deferrals shall be subject to the same conditions and limitations as apply to Deferrals.

"Roth Deferral Account" means so much of a Participant's Account as consists of a Participant's Roth Deferrals (and corresponding earnings) made to the Plan. The Plan will maintain a record of the amount of Roth Deferrals in each Participant's Roth Deferral Account.

OPERATIONAL PROVISIONS:

- 6. If 1a is "Yes", (Roth Deferrals are permitted) and if a Participant may receive a distribution upon the occurrence of an unforeseeable emergency, permit unforeseeable emergency distributions from Roth Deferral Accounts:
 - i. ☒ Yes
 - ii. ☐ Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
 - iii. ☐ No
- 7. Refunds. If the Plan permits Roth Deferrals, the Plan Administrator shall determine the ordering rule for refunds of Pre-tax Deferrals and Roth Deferrals to the extent permitted by applicable law; but only to the extent such types of deferrals were made for the year.
- 8. Distributions. If the Plan permits Roth Deferrals, the Plan Administrator shall determine the ordering rule for distributions. Such ordering rule may provide that the Participant may elect to have payments made first or last from his Roth Deferral Account or in any combination of Roth Deferral Account and any other Account.
- 9. Inservice Withdrawals of Roth Deferrals. If the Plan permits inservice withdrawals of Roth Deferrals, the Plan Administrator shall determine the ordering rule for withdrawals. Such ordering

rule may provide that the Participant may elect to have payments made first or last from his Roth Deferral Account or in any combination of Roth Deferral Account and any other Account.

10. Loans. If the Plan permits Roth Deferrals and loans, the Plan Administrator shall determine whether Participants may receive loans from their Roth Deferral Accounts and if such loans are permitted, the ordering rule for loans. Such ordering rule may provide that the Participant may elect to have loans made first or last from his Roth Deferral Account or in any combination of Roth Deferral Account and any other Account.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this 1st day of December, 2025.

BOWIE COUNTY TEXAS:

Signature: _____

Print Name: _____

Title/Position: _____

BOWIE COUNTY TEXAS
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Bowie County Texas (the "Employer").

With respect to the amendment of the Bowie County Texas 457(b) Deferred Compensation Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute said amendment on behalf of the Employer;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this 1st day of December, 2025.

BOWIE COUNTY TEXAS 457(B) DEFERRED COMPENSATION PLAN

SECURE/CARES/CAA AMENDMENT

This Amendment is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Amendment is to be construed in accordance with the Applicable Law and both the Amendment and the Applicable Law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS:

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Treatment of 2020 RMDs (see Section A. below)
*Effective 01/01/2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.*

Effective _____ (no earlier than 01/01/2020):

- ☐ Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.
- ☐ Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.

2. 2020 RMDs as Direct Rollovers (see Section A. below)
A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.

For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:

- ☐ 2020 RMDs.
- ☐ 2020 RMDs and Extended 2020 RMDs.
- ☐ 2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(I).

3. Qualified Birth or Adoption Distributions (see Section C. below)

The Plan does not permit qualified birth or adoption distributions as a separate distribution event.

☐ Effective _____ (no earlier than 01/01/2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.

☐ The following limitations and conditions apply: _____.

4. Portability of Lifetime Income Options (see Section D. below)

The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.

☐ The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: _____ (no earlier than the plan year beginning after 12/31/2019).

☐ The following limitations and conditions apply: _____.

5. Time of Payment for Reasons other than Death

The existing Plan provisions, if any, remain in effect for distributions to a Participant who has not separated from employment (e.g., benefits may not commence until Required Beginning Date).

☐ Effective _____ (no earlier than 01/01/2020), the Plan permits distributions to a Participant who has not separated from employment if the Participant attains: _____ (age cannot be less than 59-1/2).

STANDARD PROVISIONS:

A. Required Minimum Distributions

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of 04/01/2021) but for the enactment of section 401(a)(9)(l) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant

and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

B. Distribution on Account of Death for Certain Eligible Retirement Plans

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by 12/31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of 09/30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by 12/31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

C. Qualified Birth or Adoption Distributions

To the extent provided above, a Participant may receive a distribution up to \$5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The \$5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

D. Portability of Lifetime Income Investments

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or "qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(31)(A) to an eligible retirement plan (as defined in Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee transfer described in Code section 401(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

E. Disaster or Coronavirus-Related Relief

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

A. Qualified Distributions

I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans maintained by the Employer.

II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.

III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

B. Expanded Loan Provisions

I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.

II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.

III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.

IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this 1st day of December, 2025.

BOWIE COUNTY TEXAS:

Signature:

Print Name:

Title/Position:

BOWIE COUNTY TEXAS 457(B) DEFERRED COMPENSATION PLAN
SUMMARY OF MATERIAL MODIFICATIONS

The purpose of this Summary of Material Modifications is to inform you of changes that have been made to the Bowie County Texas 457(b) Deferred Compensation Plan. These changes affect the information previously provided to you in the Plan Description. The Plan Description is modified as described below.

DISTRIBUTIONS

Under the "Time of Distribution" section, any reference to "age 70-1/2" is replaced with "age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949)".

BOWIE COUNTY TEXAS
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Bowie County Texas (the "Company").

With respect to the amendment and restatement of the Bowie County Texas 457(b) Deferred Compensation Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

RESOLVED FURTHER: That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this 1st day of December, 2025.

**Bowie County Texas 457(b) Deferred Compensation Plan
SECURE 2.0 Amendment 2025**

The following changes are made to the Bowie County Texas 457(b) Deferred Compensation Plan effective as of the dates listed; however, if no date is listed for a given item, such change will be effective as of the date of execution, or if earlier, the date required by applicable law. This Amendment is intended as a good faith effort to comply with the requirements of Division T of the Consolidated Appropriations Act, 2023, also known as SECURE 2.0. This Amendment is to be construed in accordance with guidance issued by the Internal Revenue Service and Employee Benefits Security Administration. Both this "Amendment" and applicable law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS

For each item below, if the check boxes are empty, the *italicized* provisions will apply.

1. Employer Contributions made on a Roth basis

The Plan does not permit Employer Contributions to be made on a Roth basis.

- a. ☐ Effective _____, the Plan allows Participants to direct matching contributions to be made on a Roth basis.
- b. ☐ Effective _____, the Plan allows Participants to direct non-elective contributions to be made on a Roth basis.
- c. ☐ The following terms apply to this Section: _____.

2. Matching Qualified Student Loan Payments

The Plan does not permit matching contributions to be based on Qualified Student Loan Payments.

- a. ☐ Effective _____, matching contributions made pursuant to Section 5.01(b) of the Basic Plan Document and the adoption agreement may also be based on Qualified Student Loan Payments provided a Participant receiving such matching contributions has certified that such payments have been made. Such certification must be made at least annually.
- b. ☐ The following terms apply to this Section: _____.

3. Emergency Personal Expense Distributions

The Plan does not permit Emergency Personal Expense Distributions to be made and does not allow recontribution of said distributions.

- a. ☐ Effective _____, Employee Participants may receive Emergency Personal Expense Distributions.
- b. ☐ Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of Emergency Personal Expense Distributions to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from
 - i. ☐ this Plan.
 - ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- c. ☐ The following terms apply to this Section: _____.

4. Domestic Abuse Distributions

The Plan does not permit distributions to be made on account of Domestic Abuse and does not allow recontribution of said distributions.

- a. ☐ Effective _____, Participants may receive distributions on account of Domestic Abuse.
- b. ☐ Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of distributions received on account of Domestic Abuse to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from
 - i. ☐ this Plan.
 - ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- c. Each Domestic Abuse Distribution to a Participant may not exceed the lesser of \$10,000, as adjusted for cost-of-living adjustments under Code section 402A(e)(3)(A)(i), or 50% of the present value of that Participant's nonforfeitable accrued benefit under the Plan.
- d. ☐ The following terms apply to this Section: _____.

5. Qualified Disaster-Related Loans

Loan terms are not modified for Participants who reside within a Qualified Disaster Area.

- a. ☐ Effective _____, loans made to a Participant whose principal place of abode was within a Qualified Disaster Area during the related Qualified Disaster's Incident Period and who sustained an economic loss by reason of such Qualified Disaster may not exceed the lesser of:
 - i. \$_____, reduced by the greater of
 - the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or
 - the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the

date the loan is approved by the Plan Administrator (not taking into account any payments made during such one-year period), or
ii. _____ of the value of the Participant's vested Account (as of the Valuation Date immediately preceding the date on which such loan is approved by the Plan Administrator).

b. ☐ Effective _____, if a loan made to a Participant described in Subsection (a) is outstanding on or after the first day of the Incident Period of the Qualified Disaster, the due date for any repayment with respect to such loan that is due during the period beginning on the first day of the Incident Period, and ending on the date which is 180 days after the last day of the Incident Period, will be delayed under the Plan for one year. The period of delay will be disregarded in determining the term of the loan and the level of amortization under Code sections 72(p)(2)(B) and (C). Any payments after the suspension period will be adjusted to reflect the delay and interest accruing during the delay.

c. ☐ The following terms apply to this Section: _____.

6. Recontribution of distributions to Terminally-Ill Participants

The Plan does not allow Terminally-Ill Participants to recontribute distributions made on account of terminal illness.

a. ☐ Effective _____, the Plan permits Terminally-Ill Participants who are eligible to make a rollover contribution to the Plan to recontribute to the Plan distributions on account of terminal illness, as provided by Code sections 72(t)(2)(L)(iv), 72(t)(2)(H)(v), and 72(t)(2)(L)(vi)(I) and as described in IRS Notice 2024-2, Q&A F-2. Such recontributions may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from

i. ☐ this Plan.

ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).

b. ☐ The following terms apply to this Section: _____.

7. Qualified Disaster Recovery Distributions and repayment of Qualified Home Purchase Distributions

The Plan does not permit Qualified Disaster Recovery Distributions to be made and does not allow recontribution of either Qualified Disaster Recovery Distributions or Qualified Home Purchase Distributions.

a. ☐ Effective _____, Participants may receive Qualified Disaster Recovery Distributions.

b. ☐ Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of Qualified Disaster Recovery Distributions to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for repayment, the distribution may originate from

i. ☐ this Plan.

ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).

c. ☐ Effective _____, Participants are permitted to repay Qualified Home Purchase Distributions within a three-year period beginning on the day after such distribution is received that are made from any eligible retirement plan (as defined in Code section 402(c)(8)(B)). In order to be eligible for repayment, the distribution may originate from

i. ☐ this Plan.

ii. ☐ any eligible retirement plan (as defined in Code section 402(c)(8)(B)).

d. ☐ The following terms apply to this Section: _____.

8. Pension-Linked Emergency Savings Accounts

The Plan does not provide Pension-Linked Emergency Savings Accounts.

a. ☐ Effective _____, Employee Participants who are not highly compensated employees (as defined in Code section 414(q)(1)) are permitted to make Roth Deferrals to Pension-Linked Emergency Savings Accounts provided that such contributions do not cause principal to exceed _____. Additionally, all Participants with a balance in such an account are also entitled to receive _____ each month from a short-term savings account. Additionally, neither charge nor fee may be applied to the first four distributions made from such Account during a Plan Year solely on the basis of such distribution(s).

b. ☐ The following terms apply this Section: _____.

9. Self-Certification of Unforeseeable Emergencies

The Plan Administrator may not rely on Participants' self-certification that they meet the conditions of an Unforeseeable Emergency.

a. ☐ Effective _____, the Plan Administrator may rely on Participants' self-certification that they meet the conditions of an Unforeseeable Emergency.

b. ☐ The following applies to this Section: _____.

10. Qualified Long-Term Care Distributions (SECURE 2.0 Sec. 334)

Qualified Long-Term Care Distributions are not permitted.

a. ☐ Effective _____, Qualified Long-Term Care Distributions are permitted.

b. ☐ The following terms apply to this Section: _____.

11. Small Distributions (involuntary force-out limit increase)

The maximum vested account balance subject to involuntary force-out is unchanged.

a. ☒ Effective 01/01/2025, the maximum vested account balance subject to involuntary force-out (i.e., distributions that may be made

without the consent of the Participant or Beneficiary) is increased to \$7,000.

b. ☐ The following applies to this Section: _____.

12. Additional effective dates

No additional effective dates apply to this Amendment.

a. ☐ Additional effective dates apply as follows: _____.

STANDARD PROVISIONS

A. Qualified Birth or Adoption Distribution Repayment

Qualified Birth or Adoption Distributions made after December 22, 2022, may only be recontributed to the Plan within the three years following the day after such a distribution is received. Subject to any future contrary order issued by a court of competent jurisdiction or guidance issued by the Secretary of the Treasury, Qualified Birth or Adoption Distributions made on or before December 22, 2022, are allowed at any time before January 1, 2026.

B. Employer Contributions made on a Roth basis

Compensation (e.g., Plan Compensation) shall be determined without regard to Employer Contributions made on a Roth basis.

C. Qualified Student Loan Payments

"Qualified Student Loan Payment" means a payment made by a Participant on any indebtedness incurred by the taxpayer solely to pay the cost of attendance (as defined in section 472 of the Higher Education Act of 1965, as in effect on the day before the date of the enactment of the Taxpayer Relief Act of 1997) at an eligible educational institution (as defined in Code section 221(d)(2)) if such costs

1. Were incurred on behalf of the Participant, the Participant spouse, or any person who was a dependent of the Participant as of the time the indebtedness was incurred;
2. Were paid or incurred within a reasonable period of time before or after the indebtedness was incurred; and
3. Are attributable to education furnished during a period where the person on whose behalf the indebtedness occurred was an "Eligible Student" (as defined in Code section 25A(b)(3)).

D. Emergency Personal Expense Distributions

"Emergency Personal Expense Distribution" means a distribution that meets the requirements of Subsection 3 that is made from this Plan for purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses. The Plan Administrator may rely on the Participant's written self-certification that the Participant satisfies the prior sentence. A distribution to a Participant may only qualify as an Emergency Personal Expense Distributions once per calendar year. Additionally, if a Participant takes an Emergency Personal Expense Distributions under this Plan, the Participant is prohibited from taking other Emergency Personal Expense Distributions from this Plan during the immediately following three calendar years unless the distribution is fully repaid or the aggregate amount of Deferrals made to the Plan on behalf of the Participant subsequent to the date the distribution is made at least equals the amount of said distribution.

E. Distributions made on account of Domestic Abuse

"Domestic Abuse" means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

A Domestic Abuse Distribution is a distribution made on account of Domestic Abuse that is made during a 1-year period beginning on any date that the Participant is a victim of Domestic Abuse by a spouse or domestic partner. The Plan Administrator may rely on an individual's self-certification that the individual was a victim of Domestic Abuse on a certain day or during a specified period of time.

F. Loans and distributions related to natural disasters

1. "Qualified Disaster" means any disaster with respect to which a major disaster has been declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2. "Qualified Disaster Area" means with respect to any Qualified Disaster is the area with respect to which the major disaster was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
3. "Incident Period" means the period specified by the Federal Emergency Management Agency as the period during which a Qualified Disaster occurred.
4. "Qualified Disaster Recovery Distribution" means a distribution where the following conditions are met:
 - a. the distribution is made
 - i. on or after the first day of the Incident Period and
 - ii. before the date that is 180 days after Applicable Date;
 - b. the Participant's principal place of abode was within the Qualified Disaster Area at any time during the period specified in Subsection (3);
 - c. the Participant sustained an economic loss by reason of such disaster; and
 - d. the total of all Qualified Disaster Recovery Distributions made to the Participant across all qualified retirement plans, including

the amount sought to be distributed under this Section, does not exceed \$22,000 with respect to the same Qualified Disaster, with no fiduciary having responsibility to determine if the Participant has exceeded this limit by taking such distributions from plans other than plans maintained by the Employer or held responsible for a breach of this limit if the limit could have been satisfied within all plans maintained by the Employer at the time of the distribution.

5. "Qualified Home Purchase Distribution" means any qualified distribution (as defined in either Code section 72(t)(8)(F) or section 402(c)(13)(B)).

G. Distributions to Terminally-Ill Participants

A person is considered to be "Terminally-Ill" if the person is afflicted with a physician-certified illness or physical condition reasonably expected to result in death within 84 months of the date of certification who has furnished evidence of such affliction to the Plan Administrator.

H. Pension-Linked Emergency Savings Accounts

"Pension-Linked Emergency Savings Account" means an individual, short-term savings account maintained as part of the Plan that is a Roth Account. Such Account shall not have a minimum contribution or balance requirement and either be held as cash; held in an interest-bearing deposit account; or held in an investment product designed to maintain over the term of the investment, the dollar value that is equal to the amount invested in the product, preserve principal, and provide a reasonable rate of return (whether or not such return is guaranteed, consistent with the need for liquidity), and offered by a State or federally-regulated financial institution.

I. Mandatory Roth Catch-Up

Effective as of the later of taxable years beginning on or after December 31, 2025 or the close of any period of relief provided for by the U.S. Department of Treasury, one of its sub-organizations, the Secretary of the Treasury, or the Secretary's designee that is similar to the "administrative transition period" in IRS Notice 2024-02 Deferrals made by Participants whose wages, as defined under Code section 3121(a), exceeded \$145,000, as adjusted for cost-of-living increases under Code section 414(v)(7)(E), during the prior calendar year,

1. may be recharacterized as being made on a Roth basis to comply with any requirement under the Plan and
2. must be made on a Roth-basis or recharacterized as such whenever they are treated as Age 50 Catch-Up contributions.

J. Enhanced age 50 catch-up limit

If during any year, a Participant is at least age 60 but not yet age 64, the amount of additional deferrals allowed under Section 5.02(b) of the Basic Plan Document is increased according to section 109 of SECURE 2.0.

K. Qualified Long-Term Care Distributions

1. "Qualified Long-Term Care Distribution" means so much of a distribution that
 1. is associated with a Long-Term Care Premium Statement (as defined in Code Section 401(a)(38)(E)(ii)) that has been filed with the Plan and
 2. does not exceed the lesser of the following, as modified by the cost-of-living adjustment provided under Code section 401(a)(39)(B)(ii):
 - a. the amount paid by or assessed to the Employee during the year for or with respect to Certified Long-Term Care Insurance for the Employee, Employee's spouse, or other persons included by the Secretary of the Treasury now or at a later date;
 - b. \$2,500; and
 - c. 10% of the present value of the Employee's nonforfeitable accrued benefit under the Plan.
2. "Certified Long-Term Care Insurance" means any of the following that provide meaningful financial assistance in the event the insured needs home-based or nursing home care, as required under Code section 401(a)(38)(C):
 - a. a qualified long-term care insurance contract (as defined in Code section 7702B(b)) covering qualified long-term care services (as defined in Code section 7702B(c));
 - b. coverage of the risk that an insured individual would become a chronically ill individual (within the meaning of Code section 101(g)(4)(B)) under a rider or other provision of a life insurance contract which satisfies the requirements of Code section 101(g)(3) (determined without regard to subparagraph (D) thereof); or
 - c. coverage of qualified long-term care services (as defined in Code section 7702B(c)) under a rider or other provision of an insurance or annuity contract which is treated as a separate contract under Code section 7702B(e) and satisfies the requirements of Code section 7702B(g).

L. Required minimum distributions

1. All instances of "age 70-1/2" and "age 72" in the Basic Plan Document are replaced with "the Applicable Age".
2. "Applicable Age" means
 - a. Age 70-1/2 for people born before July 1, 1949;
 - b. Age 72 for people born after June 30, 1949; and
 - c. Effective January 1, 2023, age 73 for people born after the year 1950.
3. As stated in Code section 402A(d)(5), which is hereby incorporated by reference, the required distribution rules associated with Code section 401(a)(9) do not apply to designated Roth Accounts.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this 1st day of December, 2025.

BOWIE COUNTY TEXAS:

Signature: _____

Print Name: _____

Title/Position: _____

**BOWIE COUNTY
CHILD WELFARE BOARD
312 N CENTER
NEW BOSTON TX 75570**

*Darla Dike, Jane Forrester,
George Huggins, Tina Petty,
Becky Reed, Jill Whittington,
Anthony Pinkham, Kayla Simmons*

October 24, 2025

Bowie County Commissioners Court
Bowie County Courthouse
New Boston TX 75570

Dear Commissioners,

We recommend for your approval the following individuals for renewal on the board:

George Huggins Jr
Tina Petty
Jill Whittington
Kayla Simmons
Rebecca Reed
Anthony Pinkham

Sincerely,

A handwritten signature in cursive script, appearing to read 'Darla Dike'.

Darla Dike
Board Chair



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-780283-45992BC

Issued: 12/01/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 315785

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Bowie County Sheriff's Office - TX 100 N State Line Ave Texarkana, TX 75501-5677 USA	Bowie County Sheriff's Office - TX 100 N State Line Ave Texarkana TX 75501-5677 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bobby Clardy Phone: 4807404134 Email: bclardy@axon.com Fax:	Robby McCarver Phone: (903) 798-3149 Email: robby.mccarver@bowiecounty.org Fax: (903) 792-0959

Quote Summary

Program Length	60 Months
TOTAL COST	\$130,419.20
ESTIMATED TOTAL W/ TAX	\$130,419.20

Discount Summary

Average Savings Per Year	\$8,249.11
TOTAL SAVINGS	\$41,245.56

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$26,083.84	\$0.00	\$26,083.84
Feb 2027	\$26,083.84	\$0.00	\$26,083.84
Feb 2028	\$26,083.84	\$0.00	\$26,083.84
Feb 2029	\$26,083.84	\$0.00	\$26,083.84
Feb 2030	\$26,083.84	\$0.00	\$26,083.84
Total	\$130,419.20	\$0.00	\$130,419.20

Quote Unbundled Price: \$171,665.60
Quote List Price: \$137,189.60
Quote Subtotal: \$130,419.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	26	60	\$108.76	\$86.66	\$82.32	\$128,419.20	\$0.00	\$128,419.20
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$130,419.20	\$0.00	\$130,419.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	26	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	190	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	26	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	26	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	02/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	02/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	26	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	26	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	26	03/01/2026	02/28/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	26
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	26
A la Carte	101186	AXON VR - PSO - VIRTUAL	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	26	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	26	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2027	02/28/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 N State Line Ave	Texarkana	TX	75501-5677	USA
2	100 N State Line Ave	Texarkana	TX	75501-5677	USA

Payment Details

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101186	AXON VR - PSO - VIRTUAL	1	\$400.00	\$0.00	\$400.00
Annual Payment 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	26	\$25,683.84	\$0.00	\$25,683.84
Total				\$26,083.84	\$0.00	\$26,083.84

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101186	AXON VR - PSO - VIRTUAL	1	\$400.00	\$0.00	\$400.00
Annual Payment 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	26	\$25,683.84	\$0.00	\$25,683.84
Total				\$26,083.84	\$0.00	\$26,083.84

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101186	AXON VR - PSO - VIRTUAL	1	\$400.00	\$0.00	\$400.00
Annual Payment 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	26	\$25,683.84	\$0.00	\$25,683.84
Total				\$26,083.84	\$0.00	\$26,083.84

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101186	AXON VR - PSO - VIRTUAL	1	\$400.00	\$0.00	\$400.00
Annual Payment 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	26	\$25,683.84	\$0.00	\$25,683.84
Total				\$26,083.84	\$0.00	\$26,083.84

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101186	AXON VR - PSO - VIRTUAL	1	\$400.00	\$0.00	\$400.00
Annual Payment 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	26	\$25,683.84	\$0.00	\$25,683.84
Total				\$26,083.84	\$0.00	\$26,083.84

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/1/2025



INVOCATION

Commissioner Pct. 3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

COMMISSIONERS COURT MINUTES NOVEMBER 24, 2025

BE IT REMEMBERED, that on this 24th day of November, 2025 the **HONORABLE COMMISSIONERS COURT** of Bowie County, Texas met in **REGULAR SESSION** at the Courthouse in New Boston, Texas after due notice had been posted on the 18th day of November, 2025 with the **HONORABLE BOBBY L. HOWELL** present and presiding with the following Commissioners being present.

Sammy Stone (absent)	Commissioner Pct. #1
Tom Whitten	Commissioner Pct. #2
James Strain	Commissioner Pct. #3
Mike Carter	Commissioner Pct. #4

Also in attendance were the following County Officials:

- **County Auditor Jennifer Beckett**
- **County Clerk Tina Petty**
- **County Legal Advisor Samuel Brown**

ANNOUNCEMENTS

None

REGULAR AGENDA ITEMS

Court convened at 9:02 A.M. when the following ORDERS, JUDGMENTS and DECREES were had and ORDERED spread upon the minutes of the Court to-wit.

Item 1: There was no Public Comments.

Item 2: There was no Commissioners Court response to Public Comments.

Item 3: On this 24th day of November, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the property lease agreements between Bowie County and Randall Baggett, Chad Ford, Dillon Gardner, Russell Crawford, Robbie Caudle and Jeff Neal.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.

Item 4: On this 24th day of November, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve a bond for Catie Hawkins as the Justice of the Peace.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 5: On this 24th day of November, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to accept the Financial Position for the CSCD for FY2025.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 6: On this 24th day of November, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the renewal contract with Turn Key Health Clinics for medical services at the jail facilities.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 7: On this 24th day of November, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the contract between Orkin and the Bowie County Public Defender's Office.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 8: On this 24th day of November, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to authorize the County Judge to sign the Contract and Agreement for Detention of Juvenile Offenders with Angelina County, Texas

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 9: On this 24th day of November, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to accept the resignation of Josh Davis as Tax Assessor-Collector.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 10: On this 24th day of November, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to appoint Trina McEntire as Tax Assessor-Collector.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 11: On this 24th day of November, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve budget adjustments (line-item transfers).

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 12: On this 24th day of November, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve payment of accounts payable and payroll.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 13: On this 24th day of November, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve the minutes as an Order of the Court (November 10, 2025-Regular Session and November 17, 2025-Special Session).

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 14: There was no adjournment into Executive Session Pursuant to the following Sections.

a. Section 551.071 of the Texas Government Code; Consultation with an attorney regarding legal issues relating to pending or contemplated litigation.

b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease or value of real property.

c. Section 551.074 of the Texas Government Code; Personnel Matters.

d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.

Item 15: There was not action to authorize the County Judge to execute settlement participation and release forms regarding confidential partial settlement matters in the Texas opioid multi-district litigation for Bowie County in the matter of *County of Bowie v. Purdue Pharma, L.P. et al.*

On this 24th day of November, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to adjourn.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

**THE ABOVE FOREGOING MINUTES OF COMMISSIONERS COURT OF
BOWIE COUNTY, TEXAS ON _____ DAY OF _____, 2025
WERE READ AND APPROVED _____ DAY OF _____, 2025**

**BOBBY L. HOWELL, COUNTY JUDGE
BOWIE COUNTY, TEXAS**

ATTEST:

**TINA PETTY, COUNTY CLERK
AND CLERK OF COMMISSIONERS COURT
BOWIE COUNTY, TEXAS**