

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.423947 per \$100 valuation has been proposed by the governing body of Bowie County Commissioners Court.

PROPOSED TAX RATE	\$0.423947 per \$100
NO-NEW-REVENUE TAX RATE	\$0.393703 per \$100
VOTER-APPROVAL TAX RATE	\$0.423947 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for Bowie County Commissioners Court from the same properties in both the 2024 tax year and the 2025 tax year.

The voter-approval rate is the highest tax rate that Bowie County Commissioners Court may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Bowie County Commissioners Court is proposing to increase property taxes for the 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 8, 2025 AT 9:00 A.M. AT 710 JAMES BOWIE DRIVE, NEW BOSTON, TEXAS .

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Bowie County Commissioners Court is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the of Bowie County Commissioners Court at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal: Bobby Howell, Sammy Stone, Mike Carter, James Strain

AGAINST the proposal: Tom Whitten

PRESENT and not voting:

ABSENT:

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Bowie County Commissioners Court last year to the taxes proposed to be imposed on the average residence homestead by Bowie County Commissioners Court this year.

2024

2025

Change

Total tax rate (per \$100 of value)	\$0.398853	\$0.423947	increase of 0.025094 per \$100, or 6.29%
Average homestead taxable value	\$0	\$0	0 of 0.00%
Tax on average homestead	\$0.00	\$0.00	0 of 0.00, or 0.00%
Total tax levy on all properties	\$26,640,422	\$29,573,412	increase of 2,932,990, or 11.01%

No-New-Revenue Maintenance and Operations Rate Adjustments

Indigent Defense Compensation Expenditures

The Bowie County Commissioners Court spent \$1,529,115 from July 1, 2024 to June 30, 2025 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure and to fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure, less the amount of any state grants received. For the current tax year, the amount of increase above last year's indigent defense compensation expenditures is \$184,059. This increased the no-new-revenue maintenance and operations rate by \$0.000999/\$100.

For assistance with tax calculations, please contact the tax assessor for Bowie County Commissioners Court at 903-793-8936 or kkinder@bowieappraisal.org or visit www.co.bowie.tx.us for more information.

**AN ORDER OF THE COMMISSIONERS COURT OF
BOWIE COUNTY, TEXAS,
TO ADOPT THE 2025 TAX YEAR LEVY**

§

BE IT REMEMBERED at a special meeting of Commissioners Court of Bowie County, Texas held on the 8th day of September, 2025, on a motion made by _____, and seconded by _____, the following Court Order was adopted:

WHEREAS, the Commissioners Court has considered all requests for County expenditures for Fiscal Year 2025-2026 (FY26) beginning October 1, 2025; and

WHEREAS, the 2025 tax year levy will fund the FY26 Adopted Budget; and

WHEREAS, the Commissioners Court has been provided with estimated revenues for said year by the County Auditor; and

WHEREAS, the County has outstanding debt obligations that property taxes will pay in 2025-2026 Budget year, as more fully described below:

<u>DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>INTEREST & SINKING</u>	<u>TOTAL</u>
Series 2018 Unlimited Tax Refund Bonds	\$1,770,000	\$365,550	\$2,135,550
Series 2021 Pass-through Toll Revenue and Unlimited Tax Bonds	\$0	\$109,650	\$109,650.00
		TOTAL:	<u>\$2,245,200</u>

WHEREAS, the Commissioners Court has adhered to all in the Tax Code and Local Government Code pertaining to adopting a tax rate; and

WHEREAS, Commissioners Court action is required to finally adopt a tax rate for tax year 2025 and to levy such tax on each \$100 of assessed valuation of the taxable property in the County.

NOW IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Commissioners Court of Bowie County hereby levies a tax of \$0.398853 on each \$100 assessed valuation of all taxable property in the County, as more fully described below:

FOR MAINTENANCE AND OPERATIONS

\$0.391762 Maintenance & Operations
\$0.032185 Debt Rate
\$0.423947 Total Maintenance and Operations Tax

THIS TAX RATE WILL RAISE MORE TAXES FROM MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE.

DONE IN OPEN COURT this _____ day of _____, 2025.

Tom Whitten – Voted _____

James Strain – Voted _____

Sammy Stone – Voted _____

Mike Carter – Voted _____

Judge Bobby Howell – Bowie County
Voted

Attest: Tina Petty, County Clerk

BRACEWELL

August 28, 2025

Honorable Bobby Howell
County Judge of Bowie County
710 James Bowie Drive
New Boston, Texas 75570

Re: Requested Federal Tax Law Approval for Reissuance of Tax-Exempt Bonds for the Benefit of
CHRISTUS Health

Dear Judge Howell:

I am writing to request the County's approval relating to the proposed reissuance of tax-exempt Bonds previously issued by the Tarrant County Cultural Education Facilities Finance Corporation for the benefit of CHRISTUS Health ("CHRISTUS"). CHRISTUS is selling one of its facilities (which was financed with the Bonds) located outside of the County and plans to spend a portion of the sale proceeds on healthcare facilities located within the County. As a result of this sale, the Bonds are treated as being reissued pursuant to Treasury Regulation §1.141-12(e).

In order to permit CHRISTUS to use a portion of the property sale proceeds to finance healthcare facilities located in the County, approval of either the County Commissioners Court or the County Judge is required under federal tax law pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

This approval is the same as the approval the Commissioners Court provided for CHRISTUS in March of last year, except that it relates to the use of property sale proceeds rather than bond proceeds.

The requested approval can be provided (at your option) either by: (i) your execution of the attached certificate or (ii) approval of the attached resolution by the Commissioners Court. If the latter option is preferred, we respectfully request to be included on the agenda for the Commissioners Court meeting on September 8, 2025.

If you prefer to provide the approval via Certificate of County Judge, please execute the enclosed certificate as soon as possible after the September 1 public hearing described below and return a scanned copy via email to cristy.edwards@bracewell.com and kyra.link@bracewell.com.

To provide additional detail on this request, the Internal Revenue Code requires approval from each governmental unit having jurisdiction over the area where a facility to be financed with Bond proceeds (in this case, reissued Bond proceeds based on the property sale) is located, after a public hearing is held on the matter. A telephonic public hearing will be held with respect to the Bonds on September 1, 2025. Public notice of the telephonic hearing (a copy of which is attached) was published in the local newspaper the week prior to the hearing.

Bracewell LLP

T: 713.221.1346 F: 713.221.1212
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
cristy.edwards@bracewell.com

AUSTIN CONNECTICUT DALLAS DUBAI HOUSTON LONDON NEW YORK SAN ANTONIO SEATTLE WASHINGTON, DC
IM-#10827624.2

August 28, 2025

Page 2

The County will have no liability with respect to the Bonds or the projects. The requested approval is solely for purposes of satisfying the requirements of federal tax law with respect to tax-exempt financing.

If you have any questions or require additional information, please feel free to contact me at (713) 221-3352 or Cristy Edwards at (713) 221-1346. We greatly appreciate your time and assistance.

Very truly yours,



Kyra Link

Enclosures

c: Cristy Edwards (Firm)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF BOWIE §

I, the undersigned officer of the Commissioners Court of Bowie County, Texas, hereby certify as follows:

1. The Commissioners Court of Bowie County, Texas, convened in regular meeting on September 8, 2025, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:

<u>Name</u>	<u>Office</u>
Bobby Howell	County Judge
Sammy Stone	Commissioner Precinct 1
Tom Whitten	Commissioner Precinct 2
James Strain	Commissioner Precinct 3
Mike Carter	Commissioner Precinct 4

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING THE REISSUANCE OF BONDS BY TARRANT
COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
ON BEHALF OF CHRISTUS HEALTH TO FINANCE THE COST OF HEALTH
FACILITIES LOCATED IN BOWIE COUNTY, AND WITH RESPECT TO A
PUBLIC HEARING

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote: Ayes:___; Noes:___; Abstentions: ___.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said resolution has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this September _____, 2025.

County Clerk

(SEAL)

RESOLUTION APPROVING THE REISSUANCE OF BONDS BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF CHRISTUS HEALTH TO FINANCE THE COST OF HEALTH FACILITIES LOCATED IN BOWIE COUNTY, AND WITH RESPECT TO A PUBLIC HEARING

WHEREAS, the Tarrant County Cultural Education Facilities Finance Corporation (the “Issuer”), an entity organized and existing under Texas Local Government Code, Chapter 337, as amended (the “Enabling Act”), is authorized under the Enabling Act and Chapter 221, Texas Health & Safety Code, as amended, to issue revenue bonds to finance and refinance the cost of cultural and/or health facilities, and to make loans to provide for financing or refinancing of the cost of such facilities; and

WHEREAS, at the request of CHRISTUS Health (together with any one or more of its affiliates, the “Borrower”), the Issuer previously issued its Tarrant County Cultural Education Facilities Finance Corporation Variable Rate Revenue Refunding Bonds (CHRISTUS Health) Series 2008C-1, 2008C-2, 2008C-3, & 2008C-4, Tarrant County Cultural Education Facilities Finance Corporation Revenue Refunding Bonds (CHRISTUS Health) Series 2018A, and Tarrant County Cultural Education Facilities Finance Corporation Revenue Refunding Bonds (CHRISTUS Health) Series 2024B (collectively, the “Bonds”), pursuant to the Enabling Act, and has loaned the proceeds of the Bonds to the Borrower to finance and/or refinance the costs of health facilities; and

WHEREAS, the Borrower proposes to dispose of a portion of the property financed or refinanced by the Bonds in exchange for cash consideration in an amount not to exceed \$40,000,000; and

WHEREAS, the Borrower proposes to use amounts associated with such property disposition to finance the acquisition, construction, and/or equipping of health facilities, related land, and/or related facilities owned and/or operated and/or to be owned and/or operated by the Borrower as described more particularly in the notice of public hearing attached as **Schedule 1 to Exhibit A** hereto (the “Notice of Public Hearing”) which facilities are and will be located throughout the State of Texas (collectively, the “Facilities”); and

WHEREAS, a portion of the Facilities consisting of the following site(s) is and/or will be located in Bowie County, Texas (the “County”), specifically at (i) 4250 Gibson Ln., Texarkana, Bowie County, TX 75503, and (ii) 2600 St. Michael Dr., Texarkana, Bowie County, TX 75503 (the “Bowie County Facilities”); and

WHEREAS, such disposition may result in a portion of the Bonds in an aggregate maximum principal amount not to exceed \$10,000,000 being treated as reissued pursuant to applicable federal tax laws;

WHEREAS, the maximum amount of proceeds from the property disposition allocable to the reissued Bonds to be used to finance the Bowie County Facilities is \$13,000,000; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that the Bonds and the Facilities to be financed with proceeds of the Bonds be approved by the “applicable elected representative” (the “AER”) of each governmental unit having jurisdiction

over the area in which any facility to be financed with proceeds of the Bonds is or will be located, after a public hearing following reasonable public notice; and

WHEREAS, with respect to the reissuance of the Bonds and the Bowie County Facilities, the Commissioners Court of Bowie County (the "Commissioners Court") is an AER; and

WHEREAS, a telephonic public hearing with respect to the reissuance of the Bonds was held on the date set forth in the attached Notice of Public Hearing (the "Public Hearing"), and the Notice of Public Hearing was published not less than 7 days before the day of such Public Hearing in a newspaper of general circulation available to residents of the County and all comments from interested persons were taken at such Public Hearing, all as shown in **Exhibit A** attached hereto; and

WHEREAS, the reissuance of the Bonds by the Issuer and the action of the Commissioners Court with respect to the matters described herein will create no liability for the County or its residents, and is in the best interest of the County and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BOWIE COUNTY, TEXAS THAT:

1. The Public Hearing with respect to the Bonds and the Bowie County Facilities held by the hearing officer of the Public Hearing, the Notice of Public Hearing, and the Certificate of Public Hearing Officer regarding such hearing attached hereto as **Exhibit A** are hereby approved.

2. For the sole purpose of satisfying the requirements of Section 147(f) of the Code, the Bonds and the Bowie County Facilities to be financed with the proceeds of the reissued Bonds, all as described in the Notice of Public Hearing, are approved. THE APPROVAL HEREIN GRANTED IS SOLELY FOR PURPOSES OF SATISFYING THE REQUIREMENTS OF THE CODE, AND SHALL NOT BE CONSTRUED AS A REPRESENTATION, WARRANTY OR OTHER UNDERTAKING OF ANY KIND BY THE COUNTY IN RESPECT TO THE BONDS OR THE BOWIE COUNTY FACILITIES. THE BONDS SHALL NOT CONSTITUTE OBLIGATIONS OF THE COUNTY OR A PLEDGE OF ITS FAITH AND CREDIT, AND THE COUNTY SHALL NOT BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON OR OTHERWISE INCUR ANY LIABILITY IN RESPECT THEREOF.

3. The County Judge and County Clerk of the County and other officers or representatives of the County are hereby authorized to execute and deliver such instruments, certificates, or documents necessary or advisable to carry out the intent and purpose of this resolution.

4. This resolution shall take effect immediately upon its passage and shall continue in force and effect from the date hereof.

PASSED AND APPROVED this September 8, 2025.

Exhibit A

Certificate of Public Hearing Officer Regarding Public Hearing

Attached

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

Re: Tarrant County Cultural Education Facilities Finance Corporation Variable Rate Revenue Refunding Bonds (CHRISTUS Health) Series 2008C-1, 2008C-2, 2008C-3, & 2008C-4, Tarrant County Cultural Education Facilities Finance Corporation Revenue Refunding Bonds (CHRISTUS Health) Series 2018A, and Tarrant County Cultural Education Facilities Finance Corporation Revenue Refunding Bonds (CHRISTUS Health) Series 2024B (the "Bonds")

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the reissuance of a portion of the above-captioned Bonds.

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held telephonically in connection with the reissuance of a portion of the Bonds on the date and at the time indicated in the Notice of Public Hearing attached hereto as **Schedule 1**.
2. The Notice of Public Hearing was published no less than 7 days before the date of the public hearing, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Schedule 1**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed reissuance of the Bonds. No such persons appeared or made comments except as is set forth on **Schedule 2** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND on September 1, 2025.



Hearing Officer

Schedule 1: Affidavit of Publication of Notice of Public Hearing & Notice of Public Hearing
Schedule 2: Names and Comments of Persons Attending Public Hearing

Schedule 1

Affidavit of Publication and Notice of Public Hearing

Texarkana Gazette
101 East Broad St.
Texarkana, AR 71854
870-330-7550

COUNTY OF BOWIE
STATE OF TEXAS

I, Lindsey Foote, do solemnly swear that I am the Editorial Clerk of the Texarkana Gazette, a newspaper published in Bowie County, Texas and having bona fide circulation therein; that said newspaper is authorized by law to publish legal advertisements; and that the advertisement annexed hereto was published in said newspaper on the following dates:

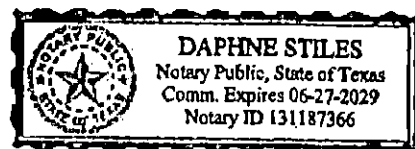
Aug. 22, 2025

Lindsey H. Foote

Lindsey Foote
Editorial Clerk

Subscribed and sworn to before me, this 26 day of
August, 2025.

Daphne Stiles
Notary Public
Bowie County, Texas



My Commission expires: 6-27-29

with the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code.

classified

Texarkana Gazette

Three week chance to fill vacancy on Arkansas state board

Cattlemen's own says being a final bull of fame is 'pl'

HER

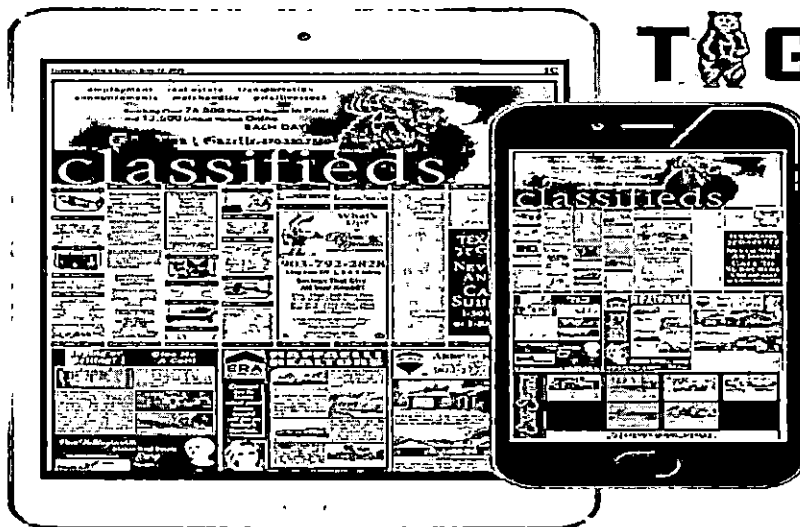
Start your own business

TG

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870-330-7550 | 101 E. Broad St. Texarkana, AR

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NOTICE OF PUBLIC HEARING

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
VARIABLE RATE REVENUE REFUNDING BONDS (CHRISTUS HEALTH)
SERIES 2008C-1, 2008C-2, 2008C-3, & 2008C-4

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
REVENUE REFUNDING BONDS (CHRISTUS HEALTH) SERIES 2018A

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
REVENUE REFUNDING BONDS (CHRISTUS HEALTH) SERIES 2024B

NOTICE IS HEREBY GIVEN of a telephonic public hearing to be held on behalf of the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") on September 1, 2025 at 10:30 a.m. Central Time. Interested parties may join the public hearing on the date and the time indicated above by dialing 1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 2660 653 6234#.

The public hearing concerns the reissuance of a portion of the captioned bonds (the "Bonds") in an aggregate maximum stated principal amount not to exceed \$10,000,000. A portion of the property financed or refinanced by the Bonds will be disposed of exclusively in exchange for cash consideration in an amount not to exceed \$40,000,000. As a result of this disposition, the Bonds are treated as being reissued pursuant to Treasury Regulation §1.141-12(e). Amounts associated with the disposition of the property financed or refinanced by the Bonds will be used by CHRISTUS Health and/or any one or more of its affiliates (the "Borrower") to finance the acquisition, construction, and/or equipping of health facilities, related land, and/or related facilities at any one or more of the following locations in the maximum amounts for such locations as noted below (collectively, the "Project"):

- (i) 1875 Highway 259 South, Henderson, Rusk County, TX 75654 (\$10,000,000);
- (ii) 115 Airport Rd, Sulphur Springs, Hopkins County, TX 75482 (\$11,000,000);
- (iii) 130 Tankersley Rd, Mount Pleasant, Titus County, TX 75455 (\$15,000,000);
- (iv) 3201 Texas 256 Loop, Palestine, Anderson County, TX 75801 (\$24,000,000);
- (v) 323 E. Hawkins Pkwy, Longview, Gregg County, TX 75605 (\$32,000,000); and
- (vi) 4250 Gibson Ln., Texarkana, Bowie County, TX 75503, and 2600 St. Michael Dr., Texarkana, Bowie County, TX 75503 (combined total of \$13,000,000).

The Borrower is or will be the initial owner, principal user, and/or operator of the Project.

All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Melissa Williams, CHRISTUS Health, Treasury Department, 5101 N. O'Connor Blvd., Irving, TX 75039 (Telephone: (469)282-2255). Any interested persons unable to dial into the hearing may submit their views in writing to Cristy Edwards, Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, TX 77002, prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code.

Schedule 2

Names and Comments of Persons Attending Public Hearing

[None]

Sheriffs' and Constables' Fees - Report Fees**2026-BOWIE COUNTY**

For questions, contact us at 844-519-5676 or Transparency@cpa.texas.gov

Please review your report and click the "Submit" button at the bottom of the page.

Fee Name	Fee Amount
Notices	
Subpoenas	\$ 100.00
Summons	\$ 100.00
Writ of Attachment	\$ 125.00
Writ of Garnishment	\$ 125.00
Writ of Sequestration	\$ 125.00
Orders of Sale	\$ 125.00
Writ of Possession	\$ 125.00
<div> <div>Fee; \$75.00 per hour after two hours per Officer on site.</div> <div></div> </div>	
Forcible Detainer	\$ 100.00
Service Fees	
Small Claims Citation	\$ 100.00
Justice Court Citation	\$ 100.00
All Other Courts' Citations	\$ 100.00
Writ of Habeas Corpus	\$ 125.00
Writ of Execution	\$ 125.00
<div> <div>5% fee on total sale price</div> <div></div> </div>	
Writ of Restriction	\$ 125.00

Fee Name	Fee Amount
Citation by Posting	\$ 100.00
Citation by Publication	\$ 100.00

▼Submitter

Name :	TINA PETTY
Email:	tina.petty@bowiecounty.org
Phone:	903-628-6740

▼County Judge

Name :	BOBBY HOWELL
Address:	710 JAMES BOWIE DRIVE
Additional Address:	
City, State Zip :	NEW BOSTON, TX 75570
Email:	BOBBY.HOWELL@BOWIECOUNTY.ORG
Phone:	903-628-6178

▼County Clerk

Name :	TINA PETTY
Address:	710 JAMES BOWIE DRIVE
Additional Address:	
City, State Zip :	NEW BOSTON, TX 75570
Email:	TINA.PETTY@BOWIECOUNTY.ORG
Phone:	903-628-6740

▼Other

Name :	
Address:	
Additional Address:	
City, State Zip :	
Email:	
Phone:	



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2025 – 2026 Renewal Notice and Benefit Confirmation

Group: 275443 - Bowie County Anniversary Date: 01/01/2026

Return to TAC by: 10/07/2025

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to cashah@county.org.

For any plan or funding changes other than those listed below, please contact Casha Hill at 800-456-5974.

MEDICAL

Medical: Plan 1300-NGS \$30 Copay, \$1500 Ded, 80%, \$3500 OOP Max, \$40 Sp Copay

RX Plan: 5C-NG \$10/30/50, \$250 Ded

Your % rate change is: 10.70%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 01/01/2026	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$965.64	\$1,068.96	\$_____	\$_____	\$_____	\$_____
Employee & Spouse	\$2,124.38	\$2,351.68	\$_____	\$_____	\$_____	\$_____
Employee & Child(ren)	\$1,681.78	\$1,861.72	\$_____	\$_____	\$_____	\$_____
Employee & Family	\$3,039.46	\$3,364.68	\$_____	\$_____	\$_____	\$_____

_____ Initial to accept Medical Plan and New Rates.

EMPLOYEE SELF-SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: ☐ Allow election changes on the ESS ☒ Do not allow election changes on the ESS

_____ Initial to confirm ESS Elections!

RETIREE INFORMATION

Please indicate how your group manages retiree coverage.

Your group allows retiree coverage for:

Medical: Pre-65 ☒ Post-65 ☐

_____ Initial to confirm Retiree Eligibility!

WAITING PERIOD

Waiting period applies to all benefits.

Employees

30 days - 1st of the month following date of hire but
first of the month

Elected Officials

30 days - 1st of the month following date of hire but
first of the month

_____ Initial to confirm Waiting Period.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☐ Group processes COBRA on OASys

** Group is responsible for fulfilling COBRA notification process and requirements.*

☒ BenefitConnect COBRA Department coordinates COBRA Administration

** WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.*

☐ Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

** Group is responsible for fulfilling COBRA notification process and requirements.*

_____ Initial to confirm COBRA Administration.

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

☐ Broker ☐ Consultant

Agency Name _____
Broker _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____

Agency Name _____
Consultant _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____

Initial to confirm Broker or Consultant Information

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address 710 James Bowie Dr, _____

New Boston, TX 75570 _____

Initial to confirm Physical Mailing Address.

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name Bobby Howell
Title County Judge
Address 710 James Bowie Drive
New Boston, TX 75570-
Phone 9036286718
Fax 9036286719
Email bobby.howell@bowiecounty.org

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name Carla Burns
Title Payroll Clerk
Address 710 James Bowie Drive
New Boston, TX 75570
Phone 9036286825
Fax 9036280865
Email payroll@bowiecounty.org

Amy Burnett

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name Angie Rushing
Title First Assistant Auditor
Address 710 James Bowie Drive
New Boston, TX 75570-
Phone 9036286712
Fax 9036286836
Email angie.rushing@bowiecounty.org

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name Katlyn Wilson
Title Payroll Clerk
Address 710 James Bowie Dr
New Boston, TX 75570
Phone 9036286713
Fax
Email katlyn.wilson@bowiecounty.org

Name
Title
Address

Phone
Fax
Email

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name Susie Spellings
Title Justice of the Peace
Address PO Box 189
Maud, TX 75567
Phone 9035855428
Fax
Email Susie.Spellings@bowiecounty.org

Name
Title
Address

Phone
Fax
Email

Initial to confirm Member Contact Designations.

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to as an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts 160 & 164 ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.
2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.
3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.
4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.
5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.
6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.
7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.
9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.
10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.
11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162, and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.
12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

Bobby L. Howell, County Judge

Printed Name of Contracting Authority

Signature of Contracting Authority

Date

PLAN INFORMATION

- RNBC must be received by 10/07/2025 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical, dental, and vision as active employees regardless of age.
- If applicable, broker commissions are included in rates.

_____ **Initial to confirm Plan Information.**

RENEWAL CONFIRMATION SIGNATURE

Date: _____

Signature of County Judge or Contracting Authority

Bobby L. Howell, County Judge

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2025 – 2026 Alternate Plan Proposal

Group: 275443 - Bowie County

Effective Date: 01/01/2026

	Current Plan Year	Renewal Rates	Option 1	Option 2	Option 3
Plan:	Plan 1300-NGS	Plan 1300-NGS	Plan 1400-NGS	Plan 1500-NGS	Plan 1520-NGS
Option:	RX-5C-NG	RX-5C-NG	RX-5C-NG	RX-5C-NG	RX-5C-NG

Rates

Employee Only	\$965.64	\$1,068.96	\$1,028.38	\$994.36	\$975.68
Employee & Spouse	\$2,124.38	\$2,351.68	\$2,261.54	\$2,185.92	\$2,144.42
Employee & Child(ren)	\$1,681.78	\$1,861.72	\$1,790.52	\$1,730.78	\$1,698.00
Employee & Family	\$3,039.46	\$3,364.68	\$3,235.40	\$3,126.94	\$3,067.42

Medical Plan

Deductible In/Out Network	\$1500/4500	\$1500/4500	\$2000/6000	\$2500/7500	\$3000/7500
Co-Insurance% In/Out	80/60	80/60	80/60	80/60	80/60
Co-Insurance Maximum	\$3500/7000	\$3500/7000	\$4000/8000	\$4350/8000	\$4150/8000
Office Visit	\$30	\$30	\$35	\$40	\$40
Specialist Visit	\$40	\$40	\$45	\$50	\$50
Emergency Room Hospital	\$150	\$150	\$150	\$150	\$150

Prescription Plan

Prescription Card Co-Pay	\$10/30/50	\$10/30/50	\$10/30/50	\$10/30/50	\$10/30/50
Deductible	\$250	\$250	\$250	\$250	\$250

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 10/07/2025 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here 1300-NGS

Fax the signed document to 512-481-8481 or email to cashah@county.org.

Signature _____ Date _____



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between Bowie County, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act, TEX. GOV'T CODE, Chapter 791 ("Interlocal Cooperation Act"), acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

1. RECITALS

- 1.1 The Member is a political subdivision of the State of Texas as defined in the Texas Political Subdivision Employees Uniform Group Benefits Act (TEX. LOC. GOV'T CODE, Chapter 172) ("Group Benefits Act").
- 1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Interlocal Cooperation Act § 791.003.
- 1.3 The Member desires to contract with HEBP to obtain one or more of the following, as indicated by Member on Attachment A to this Agreement, which is incorporated herein: 1) health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages; 2) administrative services or stop-loss coverage in support of Member's self-funded health and employee benefits plan; 3) the benefits available to retirees of the Member through the County Choice Silver Program or other similar programs; 4) Affordable Care Act Reporting and Tracking Services (ARTS); and 5) such other related programs as HEBP's board of trustees determines to make available to members of HEBP.
- 1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP

may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

- 1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP.

2. AGREEMENT

- 2.1 Entry Into HEBP. For and in consideration of the mutual agreements set forth in this Agreement, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, to achieve efficiencies and economies of scale in connection with the provision of one or more of the programs or services listed in paragraph 1.3 above.
- 2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits and related services provided by HEBP are authorized pursuant to the Group Benefits Act, the Interlocal Cooperation Act, and other applicable Texas law.
- 2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and operations of HEBP and supervise the performance of the Agreement.

3. TERMS AND CONDITIONS

- 3.1 Term and Termination. This term of this Agreement shall be for one year, commencing as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice not less than 30 days before the end of the original term or any renewal term.
- 3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and HEBP's Bylaws, policies and procedures, which collectively establish the conditions for membership in HEBP. HEBP's Bylaws are incorporated by reference and made a part of this Agreement for all purposes as if fully set out, except that Articles III(E), IX(B), and XV(B) shall apply to members that obtain only administrative services, County Choice Silver benefits, or ARTS services from HEBP only to the extent the Member's contributions contribute to any surplus that may be distributed.

Any amendment to the Bylaws becomes binding on the Member immediately upon its adoption.

- 3.3 Benefit Plans. For a Member that participates in the pooled HEBP's health and employee benefits plan, HEBP will make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages ("Benefit Plans"). HEBP will provide all benefits under the authority of the laws of the State of Texas, including the Group Benefits Act and the Interlocal Cooperation Act. Each Member will adopt its own Benefit Plan from those made available by HEBP. The Member's Benefit Plan may combine insured, self-insured, and pooled liabilities.

For a Member that does not participate in HEBP's pooled health and employee benefits plan, HEBP shall make available administrative services, stop-loss coverage, County Choice Silver or other retiree benefits, ARTS services and other benefits and services as the board of trustees determines to make available.

- 3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.
- 3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.
- 3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of a Member, or the dependents of these officials, employees or retirees.
- 3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and reinsurance as provided by law, and each Member is subject to the terms and conditions of HEBP's insurance, stop loss or excess loss coverage, or reinsurance. A self-insured Member that obtain administrative services only will obtain stop-loss coverage from or

through HEBP. If HEBP is unable to provide appropriate coverage, the Member will obtain other stop-loss coverage that is satisfactory to HEBP.

- 3.8 Coordinators. Each Member shall appoint, and designate in the space provided below, a Pool Coordinator of department head rank or above. Each Member agrees that HEBP is not required to contact or provide notices to any person other than the Pool Coordinator. Any notice to a Member's Pool Coordinator related to service or a claim under this Agreement is binding on the Member. Each Member may change its Pool Coordinator at any time by giving written notice to HEBP.
- 3.9 Audits. HEBP will be audited annually by an independent certified public accountant, and the audit will be filed as required by the laws of the State of Texas including the Group Benefits Act.
- 3.10 Plan Administrator. HEBP will serve as the plan administrator, as defined by the Health Insurance Portability and Accountability Act, for a Member participating in the pooled health and employee Benefits Plan. Each self-insured Member will serve as its own plan administrator, retains the right, duties and privileges of the plan administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.
- 3.11 Self-Insured Member Responsibility. Each Member acknowledges that, to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan if HEBP fails to make payments.
- 3.12 ARTS Participant Responsibility. A Member who participates in the ARTS Program is responsible for providing HEBP with detailed payroll information, including leave of absence, and health benefits information for each full time employee. HEBP is not responsible for verification of information provided by or on behalf of a Member under the ARTS Program. Each participating Member acknowledges that it remains responsible for the accuracy of the information provided to HEBP, and for any fines, penalties, or damages resulting from reports generated from the information.

4. ADMINISTRATIVE PROVISIONS

- 4.1 Amendment. This Agreement may only be amended or modified by written agreement signed by the parties, or as otherwise provided under this Agreement.

4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege be considered as a waiver of that right or privilege.

4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties Health and Employee Benefits Pool
Attention: Director, Health and Benefits Services Department
1210 San Antonio
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. The terms of a Member's Benefit Plan govern submission of any notice regarding claims under a Member's coverages.

4.4.1 ACH Method of Payment. In order to satisfy Member payment obligations, Member is authorized to initiate electronic debit or credit entries through the Automated Clearinghouse ("ACH") system to HEBP's account or any deposit account maintained by HEBP.

4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in state district court in Austin, Travis County, Texas.

4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Susan Redford, Executive Director,
Texas Association of Counties

Date: _____

Bowie County
COUNTY OR ENTITY NAME

MEMBER'S POOL COORDINATOR

Name: Angie Rushing

Address: 710 James Bowie Dr,

New Boston, TX 75570

Title: Assistant Auditor

Phone Number: 903-628-6712

E-Mail Address: Angie.Rushing@bowiecounty.org

By: _____
COUNTY JUDGE OR PRESIDING OFFICER

By: Bobby Howell
Printed Name:

Title: County Judge

Date: _____

ATTACHMENT A

The Member must select the HEBP services that it will obtain through its membership in HEBP. Please indicate your choices by checking the appropriate box(es) below.

☒ **A. Pooled Coverage**

[You may also select services under D and E, below. Do not select services under B and C, below.]

The Member will participate in the pooled funding arrangements for HEBP health and employee benefits plans. HEBP will provide health and employee benefit plans for the Member's officials, employees, retirees, and eligible dependents, that may include accident, health, prescription drug, dental, disability and other appropriate coverages. Member will adopt its own Benefit Plan from those made available by HEBP. HEBP will provide administrative and other necessary services in support of the Benefit Plan chosen by the Member.

☐ **B. Administrative Services**

[Do not select this box if you selected option A, above. You may select any of the services below.]

The Member has established its own self-funded health and employee benefits plan for its officials, employees, retirees and their eligible dependents. The Member does not want to participate in the pooled HEBP health and employee Benefits Plans, but will obtain from HEBP administrative services in support of Member's self-funded Benefits Plan. HEBP will provide these administrative services under the terms of the Administrative Services Agreement between HEBP and the Member, attached as Exhibit 1 if applicable.

☐ **C. Stop-Loss Coverage**

[Do not select this box if you selected option A, above. If you select this option C, you MUST also select option B, above. You may also select services under D or E, below.]

The Member has established a fund to provide its own health and employee benefits plan for its officials, employees, retirees and their eligible dependents.

The Member does not want to participate in the pooled HEBP health and employee benefits plan, but will obtain from HEBP stop-loss coverage in support of its self-funded Plan. HEBP will provide stop-loss coverage to Member pursuant to the terms of the Stop-Loss Coverage Agreement between Member and HEBP, attached as Exhibit 2 if applicable.

☒ **D. Retiree Health Benefit Plans**

[You may select this option in addition to any other service.]

The Member will participate in the retiree medical program for Medicare eligible retirees of a Member, according to the terms agreed to by Member and HEBP, as described in the Retiree Benefit Plan attached as Exhibit 3 if applicable.

☒ **E. ACA Reporting and Tracking Service (ARTS)**

[You may select this option in addition to any other service.]

The Member will participate in the Affordable Care Act (ACA) Reporting and Tracking Service Program, which provides reporting specific to the Member's employees regarding various ACA rules and thresholds, and produces related annual forms required by the Internal Revenue Code, based on data submitted to HEBP by Member, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 4, if applicable.

☒ **F. COBRA Administrative Services**

[You may select this option in addition to any other service.]

The Member will participate in the COBRA administrative services, which provide fulfillment of COBRA notice requirements, enrollment of eligible COBRA participants who elect COBRA benefits, and the collection of COBRA premiums from COBRA participants, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 5, if applicable.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

Bowie County

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or via mobile app.

Bowie County's CSI

Our records indicate that Bowie County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2025-2026 plan year, or if you would like to make modifications to your current design. If you select "Yes," your TAC HEBP Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

Current CSI >

Annual Physical:
1 PTO Day

Please select one:

☒ Yes, we would like to continue with the same CSI program for the 2025-2026 plan year.

☐ We are interested in making changes to our CSI program.

County Name: Bowie County

Printed Name and Title: Bobby Howell, County Judge

Contracting Authority Signature: _____

Date: _____

Plan Year 2026 Benefit Updates

COBRA Update

New TAC HEBP Billing Policy

Spouse Eligibility Form Change

Pharmacy Network Update

New Billing & Payment Policy

Effective May 1, 2025

TAC HEBP now has a new billing policy. Groups are required to pay on time and as billed each month.

The updated policy which included information on Timely Payment Requirements, Late Payment Timelines, Payment Methods, and Payment Options was sent in mid-April. If you did not receive it or need another copy, please contact your Employee Benefit Specialist.

New COBRA Administrator

Effective May 1, 2025

TAC HEBP transitioned to a new COBRA administrator, **BenefitConnect|COBRA**.

All current groups partnering with TAC HEBP for COBRA services have successfully transitioned to the new vendor. If your group is continuing COBRA administration through TAC HEBP and BenefitConnect|COBRA, you will receive an amended Interlocal Agreement with your renewal. Please review, sign, and return it promptly.

Groups interested in transitioning to BenefitConnect|COBRA or learning more about the service may contact their Employee Benefits Consultant (EBC) for details, including the COBRA fee schedule and support model.

At renewal, groups have the option to:

1. Continue COBRA administration through TAC HEBP and BenefitConnect|COBRA;
2. Elect to self-administer COBRA benefits; or
3. Select an outside third-party administrator (TPA) — groups choosing this option will continue to process terminations through OASys.

If your group currently self-administers or uses a TPA, we encourage you to explore the benefits of our fully supported COBRA solution. Your EBC is available to walk you through the advantages and answer any questions.

Spouse Eligibility Verification

Effective October 1, 2025

The Board voted to remove the requirement for spouses to obtain coverage through their own employer before becoming eligible for coverage under the Pool.

While the Spouse Eligibility Verification Form will remain available for groups that wish to continue using it, its use is now optional and no longer mandatory.

Pharmacy Network Optimization

To help manage rising pharmacy costs and enhance overall prescription drug savings for the Pool, TAC HEBP will transition to a more focused pharmacy network. As part of this change, **CVS, Kroger, United Pharmacy, and Albertsons pharmacies will no longer be included** in the network effective on your group's anniversary date.

Navitus, our pharmacy benefit manager, conducted a thorough analysis and estimates that this change will impact **fewer than 12%** of the Pool's 49,000 covered members.

Members who currently fill prescriptions at one of the excluded pharmacies will be contacted 30 days prior to the effective date and provided with a list of nearby, in-network pharmacy alternatives based on their zip code.

This strategic shift is designed to maximize cost efficiency while continuing to support access to high-quality pharmacy care.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

12-Month Medical Report

Post Date : Jul 2025

Metrics : (Average Members, Average Subscribers, Total Contribution, Medical Paid, Pharmacy Paid, Paid)

Rows : (Paid Date)

Columns : (Metrics)

Paid Date : Last 12 Months [Aug 2024 - Jul 2025]

Account : (000094500 - POOLED)

Coverage Type : (Medical)

Group : (275443 - BOWIE COUNTY)

Paid Date	Average Subscribers	Average Members	Total Contribution	Medical Paid	Pharmacy Paid	Paid
Aug 2024	367	462	\$370,760.58	\$219,968.85	\$90,580.24	\$310,549.09
Sep 2024	368	465	\$372,894.02	\$219,383.19	\$68,829.62	\$288,212.81
Oct 2024	364	456	\$366,785.18	\$337,268.67	\$84,713.38	\$421,982.05
Nov 2024	375	470	\$374,755.66	\$472,528.22	\$77,022.84	\$549,551.06
Dec 2024	376	471	\$378,741.06	\$451,379.91	\$69,176.31	\$520,556.22
Jan 2025	372	466	\$405,279.68	\$471,521.12	\$65,938.76	\$537,459.88
Feb 2025	371	465	\$404,314.04	\$417,692.47	\$64,770.59	\$482,463.06
Mar 2025	373	464	\$405,529.18	\$382,134.18	\$58,599.57	\$440,733.75
Apr 2025	374	466	\$407,210.96	\$417,848.35	\$62,562.77	\$480,411.12
May 2025	374	466	\$407,210.96	\$349,692.15	\$74,866.90	\$424,559.05
Jun 2025	367	457	\$398,621.32	\$525,876.72	\$88,827.72	\$614,704.44
Jul 2025	370	458	\$400,552.60	\$349,731.61	\$66,873.74	\$416,605.35
Total: Selected Filter(s)	371	464	\$4,692,655.24	\$4,615,025.44	\$872,762.44	\$5,487,787.88



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

Post Date : Jul 2025

Service Category : Total (Inpatient Facility, Outpatient Facility, Pharmacy, Professional)

Metrics : (Paid)

Claim Type : (MEDICAL, PHARMACY)

Coverage Type : (Medical)

Group : (275443 - BOWIE COUNTY)

Paid Month : Last 12 Months [Aug 2024 - Jul 2025]

Paid greater or equal 10000.00

Paid : descending

Encrypted Member ID	Member	Status	Medical Paid	Pharmacy Paid	Paid
19670248935	Active		\$703,173.79	\$30.98	\$703,204.77
19360614097	Under 65 Retiree		\$559,139.80	\$1,264.57	\$560,404.37
19360613926	Active		\$133,155.67	\$993.00	\$134,148.67
20080140330	Active		\$131,238.39	\$1,055.68	\$132,294.07
19360955427	Active		\$5,601.59	\$109,837.63	\$115,439.22
19360614062	Active		\$107,576.42	\$127.76	\$107,704.18
19360955405	Active		\$105,120.14	\$433.27	\$105,553.41
19360614064	Under 65 Retiree		\$97,438.44	\$3,448.26	\$100,886.70
19360613982	Active		\$82,351.61	\$9,201.12	\$91,552.73
19400090879	Active		\$408.35	\$84,585.35	\$84,993.70
19770996843	Active		\$65,551.07	\$6,517.86	\$72,068.93
3057520565	Active		\$70,990.64	\$456.40	\$71,447.04
19400204027	Active		\$59,214.26	\$10,694.50	\$69,908.76
19360955235	Active		\$67,272.54	\$1,565.88	\$68,838.42
19360614084	Active		\$42,325.70	\$25,506.76	\$67,832.46
20600207384	Active		\$63,695.83	\$0.00	\$63,695.83
19360613937	Active		\$57,970.13	\$0.00	\$57,970.13
19880358196	Active		\$10,149.20	\$46,154.10	\$56,303.30
20360095802	Active		\$52,993.99	\$2,142.12	\$55,136.11
19360955246	Active		\$50,208.09	\$27.34	\$50,235.43
19360613962	Active		\$49,293.40	\$511.68	\$49,805.08
19860348350	Active		\$47,796.68	\$132.82	\$47,929.50
19860348412	Active		\$33,396.67	\$11,606.07	\$45,002.74



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

20690339445	Active	\$43,471.34	\$0.00	\$43,471.34
19360613956	Active	\$43,305.19	\$6.68	\$43,311.87
20940245129	Active	\$40,033.44	\$0.00	\$40,033.44
19360614034	Active	\$38,358.91	\$854.90	\$39,213.81
19360614100	Active	\$30,717.34	\$8,404.49	\$39,121.83
19400022023	Active	\$38,900.56	\$156.36	\$39,056.92
19360613978	Active	\$12,102.44	\$25,764.72	\$37,867.16
19360613897	Active	\$28,492.72	\$7,663.48	\$36,156.20
19360614014	Active	\$7,926.34	\$27,679.42	\$35,605.76
19360614082	Active	\$1,827.50	\$31,302.09	\$33,129.59
19360613999	Active	\$10,048.72	\$22,447.40	\$32,496.12
4240508775	Active	\$7,833.96	\$23,678.93	\$31,512.89
19860598792	Active	\$30,365.73	\$490.34	\$30,856.07
20510111738	Active	\$27,766.26	\$2,838.16	\$30,604.42
19980145985	Under 65 Retiree	\$29,139.40	\$147.99	\$29,287.39
19360614035	Active	\$28,613.71	\$0.00	\$28,613.71
19360955320	Active	\$27,926.04	\$275.57	\$28,201.61
20840124640	Active	\$28,163.31	\$5.87	\$28,169.18
19360613906	Active	\$27,871.28	\$238.85	\$28,110.13
19360955286	Active	\$24,638.41	\$3,389.79	\$28,028.20
20690339460	Active	\$27,298.93	\$0.00	\$27,298.93
20730159784	Active	\$26,087.08	\$0.00	\$26,087.08
20690339470	Active	\$25,239.72	\$0.00	\$25,239.72
19360613936	Active	\$1,931.36	\$23,119.73	\$25,051.09
15950162299	Active	\$24,840.24	\$191.84	\$25,032.08
19360613914	Active	\$17,120.29	\$7,005.68	\$24,125.97
19860348315	Active	\$23,849.78	\$0.00	\$23,849.78
19360614065	Active	\$10,189.31	\$11,988.06	\$22,177.37
19360613935	Active	\$1,877.60	\$19,892.58	\$21,770.18
19400362758	Active	\$21,736.09	\$0.00	\$21,736.09
19360614032	Active	\$21,249.00	\$106.23	\$21,355.23
20330356430	Active	\$18,305.69	\$2,749.81	\$21,055.50
19360645482	Active	\$20,771.43	\$67.68	\$20,839.11
19360614010	Active	\$1,030.50	\$19,707.61	\$20,738.11
19360613895	Under 65 Retiree	\$4,697.62	\$15,749.99	\$20,447.61
19360613932	Active	\$20,142.51	\$230.79	\$20,373.30
19400022033	Active	\$20,130.11	\$151.00	\$20,281.11
20440173554	Active	\$19,949.48	\$0.00	\$19,949.48
19360613967	Active	\$19,065.50	\$278.31	\$19,343.81
20290581041	Active	\$8,404.85	\$10,916.49	\$19,321.34
19360614101	Active	\$18,792.58	\$0.00	\$18,792.58



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

16990183937	Active	\$4,931.19	\$13,283.67	\$18,214.86
20600207447	Active	\$18,052.22	\$0.00	\$18,052.22
19360614091	Active	\$8,302.42	\$9,690.78	\$17,993.20
19360614036	Active	\$17,841.54	\$0.00	\$17,841.54
20270962914	Active	\$17,345.99	\$416.10	\$17,762.09
20860168457	Active	\$16,727.35	\$980.64	\$17,707.99
20790152023	Active	\$17,503.20	\$0.00	\$17,503.20
20040874251	Active	\$16,427.52	\$457.93	\$16,885.45
19670341669	Active	\$15,404.51	\$1,317.97	\$16,722.48
20000153708	Active	\$16,452.99	\$0.00	\$16,452.99
20670108788	Active	\$16,432.29	\$0.00	\$16,432.29
19360613922	Active	\$16,227.77	\$60.34	\$16,288.11
19360614053	Active	\$16,056.89	\$192.65	\$16,249.54
20690339491	Active	\$15,873.69	\$0.00	\$15,873.69
19360614092	Active	\$10,557.38	\$5,303.97	\$15,861.35
20250502526	Active	\$7,015.60	\$8,360.08	\$15,375.68
20690339451	Active	\$15,171.59	\$0.00	\$15,171.59
18240715713	Active	\$11,638.08	\$3,182.84	\$14,820.92
19860348337	Active	\$14,373.08	\$111.21	\$14,484.29
19360613902	Active	\$14,409.94	\$0.00	\$14,409.94
19860348431	Active	\$13,254.41	\$1,015.18	\$14,269.59
19740282277	Active	\$8,985.20	\$5,174.44	\$14,159.64
19360614007	Active	\$13,295.87	\$218.95	\$13,514.82
20700334634	Active	\$13,295.78	\$0.00	\$13,295.78
20390211112	Active	\$1,522.06	\$11,515.00	\$13,037.06
19360596549	Active	\$6,350.96	\$6,640.67	\$12,991.63
20750232706	Active	\$12,861.62	\$0.00	\$12,861.62
20440173604	Active	\$12,536.66	\$0.00	\$12,536.66
19400070440	Under 65 Retiree	\$5,476.61	\$7,022.86	\$12,499.47
19860348324	Active	\$1,279.19	\$11,102.06	\$12,381.25
20630127231	Active	\$12,375.26	\$0.00	\$12,375.26
20000074743	Active	\$983.36	\$11,108.69	\$12,092.05
19360613969	Active	\$3,084.56	\$8,908.24	\$11,992.80
20730485804	Active	\$11,587.75	\$0.00	\$11,587.75
19360613957	Active	\$1,622.20	\$9,906.45	\$11,528.65
19640119235	Active	\$4,425.71	\$6,612.29	\$11,038.00
20020394057	Active	\$1,058.20	\$9,974.13	\$11,032.33
19360613995	Active	\$9,555.66	\$1,461.76	\$11,017.42
16580088884	Active	\$9,231.01	\$1,726.08	\$10,957.09
20020542375	Active	\$1,216.00	\$9,721.49	\$10,937.49
20580442750	Active	\$10,895.77	\$0.00	\$10,895.77



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

19880060935	Active	\$3,202.29	\$7,429.48	\$10,631.77
20840596417	Active	\$10,401.59	\$207.45	\$10,609.04
18240736158	Active	\$6,444.72	\$4,016.77	\$10,461.49
20110405751	Active	\$2,744.92	\$7,676.76	\$10,421.68
20690339454	Active	\$10,307.57	\$0.00	\$10,307.57
19360613892	Active	\$1,118.71	\$9,158.15	\$10,276.86
19360614094	Active	\$9,966.90	\$294.28	\$10,261.18
19440140526	Active	\$10,238.06	\$0.00	\$10,238.06
Query Total	113	\$3,972,338.51	\$758,043.35	\$4,730,381.86



TX Newco, L.L.C.
520 E Corporate Dr, Suite 100
Lewisville, TX, 75057
(903) 794-4111

WM Agreement #
Customer ID
Acct. Name
Salesperson
Effective Date

S0019823914

**BOWIE COUNTY DETENTION
CENTER**
Preston White
9/1/2025

Service Agreement

Service Information

Name **BOWIE COUNTY
DETENTION
CENTER** Contact **Jeff Neal**
Address **107 W FRONT ST** Telephone # **903-716-0957**
City State Zip **TEXARKANA, TX
75501-5610** Fax #
County/Parish **BOWIE** Email **ashley.morris@bowiecounty.org**

Customer Comments:

Billing Information

Name **BOWIE COUNTY
DETENTION
CENTER** Contact **Jeff Neal**
Address **710 JAMES BOWIE
DR** Telephone # **903-716-0957**
City State Zip **NEW BOSTON, TX
75570-2328** Fax #
County/Parish **BOWIE** Email **ashley.morris@bowiecounty.org**

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	6xPer Week	Fuel & Environmental/RCR	\$ 906.79 \$ 0.00 *

Franchise Fee Percentage: 0.00% *

MONTHLY TOTAL: \$ 906.79 *

Initial One Time Service Charges*

Initial Delivery \$ 0.00

As Needed Services*

The above listed Charges are for recurring services only. Any other Charges will be assessed at the rates that exist at the time service is provided per the Contract between Company and the local governmental entity, as adjusted under the Contract terms, or as agreed between Customer and Company. These Charges may include but are not limited to: fuel charge, extra pickup, environmental charge, container removal, pushout service, overages and contamination charges. State and local taxes will be added to the above Charges, if any.

Administrative Charge \$ 8.50 *
MONTHLY GRAND TOTAL \$ 915.29 *

Company and the local government in which Customer's business is located have entered into an agreement or the local government has passed an ordinance (collectively, "Contract") whereby the local government has granted Company the exclusive right to provide waste and/or recyclables related services and equipment to all commercial businesses within the local government's jurisdictional limits. Company shall collect all waste and/or recyclables defined in the Contract and generated by or at Customer's Service Address listed above. The Contract excludes and Customer agrees not to deposit or allow the deposit for collection by Company of (i) Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris; (ii) any waste tires, (iii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iv) any materials containing information protected by federal, state or local privacy and security laws or regulations, (v) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's acceptable waste, and (vi) any material in a recyclables container that is not listed as an acceptable recyclable material (i.e., contamination) in the Contract (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Customer is responsible for any damage or loss of Company's equipment placed on Customer's property. Customer shall not overload, overfill, move or alter Company's equipment or allow a third party to do so and shall use the equipment only as allowed by Company. Customer shall provide Company with safe and unobstructed access to the equipment on the scheduled collection day. Company shall not be responsible for damage to Customer's driving surfaces or curbs and Customer warrants that its right of way is sufficient to bear the weight of Company's equipment and vehicles. Customer shall indemnify, defend, and hold Company harmless from any damage or liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation of law caused by Customer's breach of the terms of this Agreement or any negligent act or omission or misconduct of the Customer, its employees, agents or contractors. Neither Company nor Customer shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of the Contract or this Agreement. If a direct conflict exists between the terms of this Agreement and the Contract, the Contract terms prevail. This Agreement shall remain effective so long as the Contract remains in effect.

The individual signing on behalf of Customer acknowledges that he/she has read and accepts the terms of this Agreement and that he/she has the authority to sign on behalf of the Customer.

Customer Signature **Jeff Neal**
Printed Name

Title Date

Company TX Newco, L.L.C. Printed Name

Waste Management Sales Rep.
Title Date

Certificate Of Completion

Envelope Id: 0BBB1FFE-9DC6-410C-AF42-B3DAB103C4F2
 Subject: Document for your Electronic Signature from Waste Management
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Preston White
 P.O. Box 4745
 Portland , OR 97208-4745
 pwhite6@wm.com
 IP Address: 13.110.242.8

Record Tracking

Status: Original
 8/28/2025 9:31:46 AM

Holder: Preston White
 pwhite6@wm.com

Location: DocuSign

Signer Events

Signature

Timestamp

Jeff Neal

ashley.morris@bowiecounty.org

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 8/28/2025 9:31:48 AM

Viewed: 8/29/2025 7:07:20 AM

Preston White

pwhite6@wm.com

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

13 110 242 8

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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/28/2025 9:31:49 AM

Payment Events

Status

Timestamps

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Software" means ES&S' proprietary Ballot on Demand Software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.
- c. "Ballot on Demand Equipment" means hardware and software manufactured and developed by parties other than ES&S. Ballot on Demand Equipment shall include, but not be limited to, any printers and laptop computers provided under this Agreement.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the Ballot on Demand Equipment and licenses to the ES&S Software described on Exhibit B. The payment terms are set forth on Exhibit A. Title to the Ballot on Demand Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the Ballot on Demand Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g.,

copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 Term of Licenses. The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 Updates. During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the Ballot on Demand Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S will charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 Fees.

a. **Equipment Sale and Software License Fees.** The fees for the purchase of Ballot on Demand Equipment and License of ES&S Software are set forth on Exhibit A

**ARTICLE 3
MISCELLANEOUS**

3.1 Term; Termination. This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot on Demand Printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due

hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the Ballot on Demand Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the Ballot on Demand Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Ballot on Demand Equipment and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for Ballot on Demand Equipment and software have been paid by Customer.

3.3 **Warranty.**

a. **ES&S Software.** ES&S warrants for a one (1) year period for the ES&S Software (the "Warranty Period") it will repair any component of the ES&S Software which, while under normal use and service: fails to perform in accordance with its Documentation in all material respects. The Warranty Period will commence upon installation. If a defect or malfunction occurs in the ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S or its authorized representatives shall use reasonable efforts to restore the Software to perform in accordance with its Documentation as soon as practicable. ES&S or its authorized representatives shall restore ES&S Software at a location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services. Customer shall have access to ES&S Help Desk Support during the Warranty Periods. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

b. **Ballot on Demand Equipment.**

i. **Ballot on Demand Printer.** ES&S shall provide a warranty to the Customer for the Ballot on Demand Printer ("Printer") in coordination with the manufacturer of the Printer that shall commence upon delivery and terminate upon the earlier of: (1) one (1) year from the date of delivery (the "Maximum Coverage Period"), or (2) the end of the life of the fuser unit in the Printer. In the event that Customer desires to make a warranty claim prior to expiration of the Maximum Coverage Period, the parties shall determine if the warranty has expired by printing a printer settings sheet which displays the remaining life of the Printer's fuser unit. ES&S warrants during the Warranty Period it, in coordination

with the manufacturer of the Printer, will replace a printer which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any replaced Printer shall be warranted only for the unexpired term of the Warranty Period.

aa. **Warranty Procedures.** In the event of a potential warranty claim, Customer shall contact the ES&S Helpdesk to assess and diagnose Printer performance issues. In the event the Customer and ES&S Helpdesk are unable to resolve the issue, ES&S shall arrange for Customer to be provided with a replacement Printer. Upon receipt of the replacement Printer, Customer shall have seven (7) business days within which to return the malfunctioning Printer to the manufacturer. Customer shall be responsible for shipping and handling costs incurred in order to return the malfunctioning Printer to the manufacturer. If Customer fails to return the malfunctioning Printer within the specified timeframe, Customer shall be responsible for the cost of the replacement Printer and all shipping and handling costs for the replacement Printer. This warranty is effective provided that, (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Printer, and (II) the Printer to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Printer or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

ii. **Ballot on Demand Laptop Computer.** ES&S shall provide a one (1) year warranty to the Customer in coordination with the manufacturer of the Ballot on Demand Laptop Computer ("Laptop") that shall commence upon delivery (the "Warranty Period"). ES&S warrants during the Warranty Period it, in coordination with the manufacturer, will repair or replace any component of the laptop which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. Any repaired or replaced item of Laptop shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the laptop become the property of ES&S. In the event that the laptop fails to perform in accordance with its Documentation, Customer shall contact the ES&S Helpdesk to assess and diagnose any material defects. In the event the ES&S Helpdesk is unable to resolve the issue, ES&S will work with the Customer to return the item to ES&S, and ES&S will work in coordination with the laptop manufacturer to repair and/or replace the laptop. This warranty is effective provided that (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Laptop, and (II) the Laptop to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Laptop or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and

utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

c. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 3.3(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.4 **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the Ballot on Demand Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications.

3.5 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Ballot on Demand Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.6 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.6, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.7 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the Ballot on Demand Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the Ballot on Demand Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Ballot on Demand Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.8 Excusable Nonperformance. Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.9 Non-Appropriation of Funds. Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.9 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.10 Assignment. Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.11 Notice. Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.12 Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer

shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.14 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Ballot on Demand Equipment, ES&S Software, and services to Customer as an independent contractor and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Ballot on Demand Equipment, ES&S Software, or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.14 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

<u>Sale Summary:</u>		
Description	Refer to	Amount
Ballot on Demand Equipment, ES&S Software, and Services	Exhibit B	\$104,754.00
Shipping & Handling		\$3,991.00
Total Sale:		\$108,745.00
<u>Terms & Conditions:</u>		
Note 1: Pursuant to Section 3.6, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Sale are additive and will be billed as incurred.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$108,745.00 will be invoiced upon delivery of the Ballot on Demand Printing System. Invoices are due net 30 from invoice date.		
<u>Ongoing Services:</u>		
Description	Annual Fee – First Renewal Period	
Software License, Maintenance & Support Services:		
- Ballot on Demand Software Fees (See Exhibit B for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 10% of the previously paid fee.	\$13,384.00	
Fees reflect a one-year term. Payment is due as set forth above and at the start of each Renewal Period.		

EXHIBIT B
BALLOT ON DEMAND EQUIPMENT, ES&S SOFTWARE, AND SERVICES DESCRIPTION,
PRICING AND FEES

QUANTITY	DESCRIPTION	TOTAL PRICE
Ballot on Demand Hardware		
56	Direct Print Compact Printer with Firmware	\$43,400.00
Ballot on Demand Software		
X	Ballot on Demand 1-Year Software Licenses Including: 56 – Direct Print Capability Software	\$33,544.00
Ballot on Demand Services		
X	Equipment Installation	\$25,760.00
1	Training Day	\$2,050.00
	TOTAL SALE:	\$104,754.00

**ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT
Texas Buyboard Contract # 710-23
B.O.#: 4202**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: BOWIE COUNTY, TEXAS ("Customer").

RECITALS:

A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Bowie County, Texas** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

 X Exhibit A (Pricing Summary)

 X Exhibit B (Ballot on Demand Equipment, ES&S Software and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

Signature

Jared Plath

Name (Printed or Typed)

VP of Finance

Title

08/07/2025

Date

BOWIE COUNTY, TEXAS
710 James Bowie Drive
New Boston, TX 75570
Fax No.: N/A

Signature

TAT Mc Coy

Name (Printed or Typed)

Election Administrator

Title

8.6.25

Date

**INTERLOCAL COOPERATION AGREEMENT
FOR
JUVENILE PRE AND POST-ADJUDICATION DETENTION**

This Agreement is made by and entered into between BOWIE County, Texas, the BOWIE County Juvenile Board and the BOWIE County Juvenile Probation Department; and Harrison County, Texas, the Harrison County Juvenile Board and the Harrison County Juvenile Probation Department pursuant to Chapters 51, 54; Chapter 152.108 of the Texas Human Resources Code, and Chapter 791 of the Texas Government Code.

WITNESSETH:

WHEREAS, state law imposes a duty upon Texas Counties to provide for the due care of juveniles deemed to be engaged in delinquent conduct, as defined by Chapter 51 of the Texas Family Code. The Harrison County Juvenile Board has certified as suitable for detention a Juvenile Pre and Post-Adjudication Center (herein referred to as "the Facility") located in Harrison County, Texas; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with Title 3 of the Texas Family Code, Juvenile Justice Code, the BOWIE County Juvenile Probation Department has need of the use of the Facility to house and maintain juvenile (hereinafter referred to as "juvenile", or "client") of juvenile age, for Pre and Post adjudication detention or, if adjudicated, for temporary detention pending final placement; and, referred for an act of delinquent conduct or an act indicating a need for supervision during pretrial and/or predisposition status, or if adjudicated, for temporary detention pending final placement; or,

WHEREAS, in order to carry out and conduct its juvenile program in accordance with *Texas Family Code*, Title 3, Juvenile Justice Code, the BOWIE County Juvenile Probation Department has need of the use of the Facility, located in Harrison County, Texas, and operated under the authority of the Harrison County Juvenile Board, to house and maintain juveniles (hereinafter referred to as "*juvenile*" or "*client*") of juvenile age, for post-adjudication confinement; and

WHEREAS, the BOWIE County Juvenile Board has determined that the Harrison County Facility is suitable for the detention of BOWIE County Juveniles in the care of the BOWIE County Juvenile Probation Department, and

WHEREAS, the Harrison County Juvenile Board desires to make the Facility available to the BOWIE County Juvenile Probation Department for such use and purpose, and the Harrison County Juvenile Board and Juvenile Probation Department and the Commissioners Court of Harrison County, Texas, desire to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Texas Government Code.

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

I. TERM

The term of this Agreement shall be from the effective date of September 1, 2025, through August 31, 2026.

II. SERVICES PROVIDED BY THE FACILITY

The Facility will provide room and board for twenty-four (24) hours per day and seven days a week, supervision, an educational program, recreational facilities and situational counseling for each juvenile placed with the Facility, Pre and Post Adjudicated.

III. COMPENSATION

The BOWIE County Juvenile Board, along with the BOWIE County Juvenile Probation Department, and BOWIE County, Texas, agree to pay Harrison County, Texas, through the BOWIE County Juvenile Probation Department, the sum of ONE HUNDRED AND SEVENTY-FIVE DOLLARS AND NO CENTS (\$175.00) per day for each juvenile placed at the Facility pursuant to this Agreement. The agreement of the term of this contract is a lease status that shall be billed once a year. The Facility shall submit a one-time invoice to BOWIE County, Texas, within fifteen (15) days of the lease agreement for **three (3) beds** that will be guaranteed, for a day rate of 525.00 (175.00 per bed) per day. The leasing option of the **three (3) beds** shall be paid at the beginning of the 2026 fiscal cycle, beginning September 1, 2025, in the amount of One hundred Ninety-One Thousand, Six hundred Twenty-Five Dollars and No Cents (191,625.00). This lease shall provide **three (3) beds** available for BOWIE County use and shall be paid for by Bowie County whether the designated beds for BOWIE County are occupied by youth, or not.

Education services are provided on-site through an accredited charter school. The cost for the provision of education services is not included in the per diem rate and Harrison County shall not be responsible for the cost of these services. BOWIE County shall work with the state/local education agencies to receive reimbursement for these services.

Situational counseling may be provided for BOWIE County juveniles, in the care of Harrison County Juvenile Detention. The costs associated with this service are not included in the per-diem rate and Harrison County shall not be responsible for the cost associated with this service. The terms of the service will include if a juvenile scores high on a MAYSI and needs counseling services to ensure the safety of the juvenile while at the facility.

The BOWIE County Juvenile Probation Department agrees to submit payment to the Harrison County Treasurer, 200 W. Houston, Room 331, Marshall, Texas 756706, by September 1st, 2025. All sums paid shall be deposited to the fund or funds from which the operational expenses of the Facility are paid.

IV. EXAMINATION OF PROGRAM AND RECORDS

The Harrison County Juvenile Probation Department and the administration of the Facility agree that the BOWIE County Juvenile Probation Department and BOWIE County, Texas, may examine and evaluate its program of services provided under the terms of this Agreement and review the Facility records relating to BOWIE County clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and any juvenile placed in the facility by BOWIE County.

The Harrison County Juvenile Probation Department and the administration of the Facility shall provide such descriptive information on any BOWIE County juvenile in the Facility as requested on forms provided by the Harrison County Juvenile Probation Department and the administration of the Facility.

The administrators of the Facility agree to maintain and make the following available for inspection, audit or reproduction: books, documents and other evidence pertaining to the cost and expenses of this Agreement (herein referred to as "the Records"), by an authorized representative of the BOWIE County Juvenile Probation Department; BOWIE County, Texas; and/or the State of Texas.

The Harrison Juvenile Board and the Facility agree to maintain Records related to the services provided under this Agreement for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

V. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

"Under Section 231.006, 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."

The Facility shall adhere to all applicable State and Federal laws and regulations pertinent to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

VI. EMERGENCY TREATMENT OF JUVENILE

Harrison County Juvenile Probation Department and Harrison County, Texas, agree with the BOWIE County Juvenile Probation Department and BOWIE County, Texas, that if emergency examination, hospitalization and/or treatment outside the Facility is required for juveniles placed in the facility by BOWIE County, Texas, the administrator of the facility is

authorized to secure such emergency examination, hospitalization and/or treatment for the juveniles.

Harrison County will assume no financial responsibility for medical care provided to a BOWIE County juvenile. In the event of a serious illness and/or injury to any detained BOWIE County juvenile requiring emergency medical treatment, the Harrison County Juvenile Probation Department will make the decision as to the appropriate measure to obtain treatment as needed.

The cost of the emergency examination, hospitalization, and/or treatment of such juvenile is to be borne by BOWIE County, Texas, unless the cause necessitating the examination, hospitalization, or treatment directly arises from a grossly negligent or intentional act of a Harrison County agent or employee, in which case the cost is to be borne by the Harrison County Juvenile Probation Department or BOWIE County, Texas. When it is responsible under this paragraph to do so, BOWIE County, Texas, agrees to promptly pay for all medical care and associated costs directly to the provider of such care.

The staff of Harrison County Juvenile Probation/ Detention shall alert BOWIE County Juvenile Probation personnel should an emergency occur, that requires Harrison County staff to be taken from the facility to properly care for the juvenile undergoing a medical occurrence. The staff of BOWIE County shall make arrangements, immediately, to go to the place where the BOWIE County juvenile is being cared for and relieve Harrison County staff. It shall be determined by both BOWIE County and Harrison County Juvenile Probation Departments whether that BOWIE County juvenile shall be admitted back into the facility. A medical release shall be documented by the attending physician and given to Harrison County Juvenile Services staff, stating that the child is released from medical care before that child will be considered back into services at Harrison County Juvenile Detention.

Harrison County shall Account separately for the receipt and expenditure of any and all state funds received from BOWIE County under this contract. Harrison County shall account separately for state funds received and expended utilizing the following General Accepted Accounting Practices (GAAP).

Harrison County has an outside audit completed on a yearly basis, unless a waiver is provided by TJJD, which specifies receipt and expenditure of State funds. Upon request Harrison County shall forward a copy of the annual outside audit to BOWIE County by June 1st, following the end of the fiscal year.

If Harrison County does not obtain an annual outside audit, then BOWIE County shall provide a separate accounting of funds received from BOWIE Count as a whole or in part paid from state funds. The accounting shall clearly list the state funds received from BOWIE County and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to BOWIE County thirty (30) days prior to the renewal date of the contract.

If a juvenile placed in the facility by BOWIE County requires non-emergency medical attention, it is the responsibility of BOWIE County to secure treatment for that juvenile. It is the

responsibility of BOWIE County to transport the juvenile to and from treatment and hold harmless Harrison County and/or the Harrison County Juvenile Board, representatives, agents and employees, for any liability, and/or charges for medical treatment.

Juveniles who are intoxicated or in need of medical attention will not be accepted under any circumstances without having been seen, treated, and released by a medical professional.

The Facility administrator shall notify the BOWIE County Juvenile Probation Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

VII. PLACEMENT OF JUVENILE

Prior to transporting a juvenile to the Facility, the BOWIE County Juvenile Probation Department officials requiring and authorizing placement of the juvenile shall secure from the Facility a preliminary oral approval conditionally accepting the juvenile for placement. Upon arrival, the Facility staff shall conduct an intake to determine the apparent physical mental health of the juvenile to determine the acceptability of the juvenile for placement. If accepted, a form signed by a Facility representative will be executed and placed in the juvenile's file at the facility, and a copy shall be given to the transporting officer for retention by the BOWIE County Juvenile Probation Department. An electronic e-mail on the letterhead of the Harrison County Juvenile Probation Department shall be sufficient to satisfy this requirement. Placement of a juvenile from BOWIE County may be denied if the following occur:

(1) the juvenile is found not to be suitable for placement in the facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Harrison County Facility Administrator. Harrison County and its Juvenile Probation Department shall have priority for any available space in the Facility, and the determination of availability of space shall be at the sole discretion of the Harrison County Juvenile Probation Department, with priority given to BOWIE County juveniles due to their lease status of three (3) beds.

The Harrison County Juvenile Probation Department accepts no responsibility for casework, investigation, or transportation (except in medical emergencies) involving BOWIE County juveniles

Juveniles from BOWIE County, Texas, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of BOWIE County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the juvenile's admission.

No juvenile shall be admitted to or detained in the Facility under this agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders.

The Harrison County Juvenile Probation Department agrees that the Facility will accept any juvenile qualified hereunder to be admitted, without regard to such juvenile's religion, race, creed, color, sex, or national origin.

Harrison County Juvenile Probation Department reserves the right to refuse detention services to any BOWIE County juvenile who it deems mentally ill and/or physically unmanageable. If a juvenile is accepted by the Facility from BOWIE County, Texas, and such juvenile thereafter is found to be, in the sole judgment of the Harrison County Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the BOWIE County Juvenile Probation Department shall have said juvenile immediately removed and transported from the Facility by a juvenile probation or detention officer of BOWIE County, Texas. If BOWIE County, Texas, fails to remove such juvenile within 24 hours of said notification, Harrison County, Texas, shall transport said juvenile to the BOWIE County juvenile probation official and the BOWIE County Juvenile Probation Department and BOWIE County, Texas, shall reimburse Harrison County for such at the hourly rate of pay per hour for the time spent by the transporting officer or officers, including but not limited to the return trip and actual time spent in BOWIE County, Texas, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that juveniles placed in the Facility under the proper order of a court exercising juvenile jurisdiction in BOWIE County, Texas, shall remain detained therein except that the staff of either the Facility or the BOWIE County Juvenile Probation Department may have the juvenile participate in community activities as may be determined appropriate by the proper authorities having jurisdiction.

It is expressly understood and agreed by the parties that the Juvenile Court of BOWIE County, Texas shall not exercise any direct authority over a juvenile placed at the Facility pursuant to this Agreement.

It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the BOWIE County Juvenile Probation Department; the BOWIE County Juvenile Board, or BOWIE County, Texas; and its agents, officials or employees in any way to manage, control, direct or instruct the Harrison County Juvenile Detention Center, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

The BOWIE County Juvenile Board, the BOWIE County Juvenile Probation Department and BOWIE County, Texas, warrant that all juvenile placed in the Facility have been legally detained under state and/or federal law.

VIII. DUTY TO REPORT

As required by §261.101 and §261.405 of the Texas Family Code and §358.420 of the Texas Administrative Code, the Facility shall report any allegation or incident of abuse,

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exploitation or neglect of any juvenile in its care alleged to have occurred within twenty-four (24) hours from the time the allegation is made, to all of the following:

- I. The Texas Department of Family and Protective Services (DFPS), Texas Commission on Alcohol and Drug Abuse, or the Texas Department of State Health Services;
2. The Harrison County Sheriff's Office; and
3. The BOWIE County Juvenile Probation Department at its facsimile number if the juvenile was placed in the Facility by BOWIE County.

As required by §358.400(c) of the Texas Administrative Code, the Facility shall report any allegation or incident of abuse, exploitation, or neglect of a juvenile, alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program within twenty-four (24) hours from the time the allegation is made, to all of the following:

- I. The Texas Juvenile Justice Department;
2. The Harrison County Sheriff's Office; and
3. The BOWIE County Juvenile Probation Department at its facsimile number, if the juvenile was placed in the Facility by BOWIE County.

As required by §358.500(b) and (c) of the Texas Administrative Code, the Facility shall report any allegation or incident of serious physical abuse or sexual abuse of a juvenile alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program to all of the following in the time frames prescribed:

1. The Harrison County Sheriff's Office by phone within one hour from the time the allegation is made;
2. The BOWIE County Juvenile Probation Department by phone at within one hour from the time the allegation is made, if the juvenile was placed in the Facility by BOWIE County; and
3. The Texas Juvenile Justice Department by phone (877-786-7263) within four hours from the time the allegation is made. Within 24 hours from the report by phone, the Facility shall submit a completed Incident Report Form to the Commission at its facsimile number (512-424-6716) and to the BOWIE County Juvenile Probation Department at its facsimile number.

As required by §358.600(b) and (c) of the Texas Administrative Code, the Facility shall report the death of a juvenile that occurs while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a

juvenile justice program; or emanates from an illness, incident or injury that occurred or was discovered or reported on the premises of a juvenile probation department, facility, or program; or occurs while in the presence of an employee, intern, volunteer, contractor, or service provider regardless of location, to all of the following in the time frames prescribed:

1. The Harrison County Sheriff's Office by phone within one hour from the time the allegation is made;
2. The BOWIE County Juvenile Probation Department by phone at within one (1) hour from the time the allegation is made if the juvenile was placed in the Facility by BOWIE County; and
3. The Texas Juvenile Justice Department by phone (877-786-7263) within four hours from the time the allegation is made. Within 24 hours from the report by phone, the Facility shall submit a completed Incident Report Form to the Commission at its facsimile number (512-424-6716) and to the BOWIE County Juvenile Probation Department at its facsimile number.

As required by §358.300 of the Texas Administrative Code, the Facility shall report any allegation or occurrence of a serious incident, as defined in §358.100(21) and further defined in §358.100(4), (7), (20), (29), and (30), while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program, within 24 hours from the time the allegation is made or occurrence is known, to all of the following:

1. The Texas Juvenile Justice Department;
2. The Harrison County Sheriff's Office; and
3. The BOWIE County Juvenile Probation Department at its facsimile number if the juvenile was placed in the Facility by BOWIE County.

As required by §358.440 of the Texas Administrative Code, the Facility shall ensure the right of juveniles in the Facility to report allegations of abuse, neglect, exploitation and death, directly to the Texas Juvenile Justice Department, by way of the following provisions:

1. Juveniles shall be advised in writing during orientation to the Facility of the right to report allegations of abuse, neglect, exploitation, or death directly to the Texas Juvenile Justice Department;
2. Juveniles shall be advised in writing, during orientation to the Facility, of the Texas Juvenile Justice Department's toll-free number (877-786-7263) available for reporting allegations of abuse, neglect, exploitation or death.

3. The Facility shall have written policies and procedures that provide for a juvenile's reasonable, free and confidential access to the Texas Juvenile Justice Department for reporting allegations of abuse, neglect, exploitation or death; and
4. Upon request of a juvenile, the Facility shall facilitate the juvenile's unimpeded access to the Texas Juvenile Justice Department to report allegations of abuse, neglect, exploitation or death.

IX. INDEMNIFICATION

BOWIE County, and its Juvenile Board and Juvenile Probation Department and Harrison County and its Juvenile Board and Juvenile Probation Department agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortuous conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

Reimbursement for any damage or loss to property at the Facility due to the actions of an BOWIE County juvenile being detained will be the responsibility of BOWIE County and shall immediately be paid by BOWIE County to the Harrison County Juvenile Probation Department upon the showing of receipts or evidence of payment for the repairs to the property.

X. DEFAULT

Either party to this Agreement may, by written notice of default to the defaulting party's Juvenile Chief, through certified mail return receipt requested and submitted to the applicable address in Article XV of this Agreement, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting party shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting County.

XI. TERMINATION

Notwithstanding any other provision in this Agreement, either the BOWIE County Juvenile Board, BOWIE County Juvenile Probation Department and BOWIE County, Texas; or the Harrison County Juvenile Board, Harrison County Juvenile Probation Department and Harrison County, Texas, may terminate the Agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty

p.m. (RESIDENTIAL/ Post-Adjudication) All visits must be based upon a telephone call in advance to schedule an appointment. The BOWIE County Juvenile Probation Department is responsible for notifying the Facility of the names of those allowed to visit. Harrison County will require documentation/ identification of all visitors.

XV. VENUE

The law of the State of Texas shall govern this Agreement. Venue of any dispute or matter arising under this Agreement in which Harrison County, Texas is named as a Defendant or Respondent shall lie in Harrison County, Texas. Venue of any dispute or matter arising under this Agreement in which BOWIE County, Texas or any employee of BOWIE County, Texas is named as a defendant or respondent shall lie in BOWIE County, Texas. Should both counties be joined in a single cause of action or claim, venue shall lie in Harrison County, Texas, or the United States District Court for the Eastern District of Texas, Marshall Division.

XV. INTERPRETATION OF CONTRACT: MISCELLANEOUS PROVISIONS

This Agreement supersedes all previous Agreements between the parties for these purposes. Said previous Agreements shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect.

This Agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is a contract providing for the care of juveniles who have allegedly committed an act of delinquent conduct or an act indicating a need for supervision and payment for such care by BOWIE County and the BOWIE County Juvenile Probation Department for such juveniles placed in the Facility by a Judge of competent jurisdiction in BOWIE exercising juvenile jurisdiction.

A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure. In order to be effective, any waiver must be in writing and signed by an authorized representative of the party waiving any right or requirement.

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of the Agreement.

Notwithstanding any other provision to the contrary, this Agreement may be terminated at any time without any penalty to BOWIE County if funds related to BOWIE County's payments under this Agreement are not available or are not appropriated by BOWIE County, Texas and/or the State of Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties

hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this 8th day of August ²⁰²⁵~~2021~~

BOWIE County, Texas

BOWIE County Juvenile Board

By its County Judge

Jimmie Addicks 8/8/25
By its Chairman

**BOWIE County Juvenile
Probation Department**

By its Chief Juvenile
Probation Officer

Harrison County, Texas

Harrison County Juvenile Board

By its County Judge

By its Chairman

**Harrison County Juvenile
Probation Department**

By its Chief Juvenile
Probation Officer

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2025 010 GENERAL FUND				
CHANGE FUND	.00	.00	.00	.00
CF TAX NB	700.00	.00	.00	700.00
CF TAX TXK	1,077.00	.00	.00	1,077.00
CF DISTRICT CLERK	200.00	.00	.00	200.00
CF COUNTY CLERK	250.00	.00	.00	250.00
CF JP1.1	150.00	.00	.00	150.00
CF JP1.2	200.00	.00	.00	200.00
CF JP2	.00	.00	.00	.00
CF JP3	.00	.00	.00	.00
CF JP4	.00	.00	.00	.00
CF JP5	50.00	.00	.00	50.00
CF JP7	.00	.00	.00	.00
JUVENILE	.00	.00	.00	.00
JUVENILE DETENTION	.00	.00	.00	.00
CF PERSONAL BAIL BOND	.00	.00	.00	.00
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	25,434,397.94	2,714,151.46	4,302,550.90-	23,845,998.50
CIB DEKALB CLEARING	.00	1,716.72	1,716.72-	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB MAUD CLEARING	.00	5,486.00	5,486.00-	.00
CIB MEDICAL RMBSE ACCOUNT	.00	.00	.00	.00
CIB GUARANTY BOND BANK	.00	.00	.00	.00
RESTRICTED FUNDS	.00	9,291.97	9,291.97-	.00
CIB SALARY CENTURY	.00	.00	.00	.00
CIB ELECTRONIC PAYMENT CE	22,006.39	172,046.75	171,934.02-	22,119.12
CIB JURY	.00	.00	.00	.00
CIB NB TAX CR CARD	.00	.00	.00	.00
CIB EBONDS	.00	2,160.00	2,160.00-	.00
CIB DC MISCELLANEOUS CENT	.00	.00	.00	.00
TAX NOTE INTEREST & SINKING	.00	.00	.00	.00
CIB TEX POOL	7,781,167.28	28,496.71	.00	7,809,663.99
TEXSTAR	225.39	.89	.00	226.28
CIB TAX TXK	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSI	.00	.00	.00	.00
CSCD OFFICIAL PAYMENTS	104.00	95,106.95	95,106.95-	104.00
BC CR CARD	.00	.00	.00	.00
DISTRICT CLERK E-FILE	.00	.00	.00	.00
COUNTY CLERK E-FILE	.00	.00	.00	.00
APO CREDIT CARD	.00	.00	.00	.00
E RECORDING	.00	27,917.00	27,917.00-	.00
E FILE JP 2	5.00	.00	.00	5.00
FUND TOTALS	33,240,533.00	3,056,374.45	4,616,163.56-	31,680,743.89
2025 012 DISTRICT ATTORNEY C&P				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING CENTURY	.00	290.87	290.87-	.00
CIB RESTRICTED	41,657.67	.00	170.87-	41,486.80
FUND TOTALS	41,657.67	290.87	461.74-	41,486.80
2025 013 DISTRICT ATTORNEY STATE A				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	233,921.10	.00	.00	233,921.10
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	233,921.10	.00	.00	233,921.10

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2025 014 DISTRICT ATTORNEY WELFARE				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	8,435.20	.00	.00	8,435.20
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	8,435.20	.00	.00	8,435.20
2025 015 DA CRIMINAL LAW ENFORCEMENT				
ASSETS	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	881.94	881.94-	.00
CIB RESTRICTED	28,764.02	.00	881.94-	27,882.08
CIB SALARY CENTURY	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSIT	.00	.00	.00	.00
FUND TOTALS	28,764.02	881.94	1,763.88-	27,882.08
2025 016 PRE-TRIAL INTERVENTION PROGRAM				
CASH	.00	5,168.50	5,168.50-	.00
CASH RESTRICTED	222,636.99	.00	2,520.50-	220,116.49
FUND TOTALS	222,636.99	5,168.50	7,689.00-	220,116.49
2025 017 COURT FACILITY FEE FUND				
CIB COURT FACILITY FEE FUND	109,082.43	2,621.52	.00	111,703.95
FUND TOTALS	109,082.43	2,621.52	.00	111,703.95
2025 018 LANGUAGE ACCESS FUND				
CIB LANGUAGE ACCESS	21,668.03	1,149.23	300.00-	22,517.26
DEKALB	.00	18.00	18.00-	.00
MAUD	.00	66.00	66.00-	.00
FUND TOTALS	21,668.03	1,233.23	384.00-	22,517.26
2025 019 VOTER REGISTRATION				
CIB OPERATING BANCORP SOUTH	3,030.86	.00	.00	3,030.86
FUND TOTALS	3,030.86	.00	.00	3,030.86
2025 020 DISTRICT CLERK RECORD MGMT				
CIB OPERATING CENTURY	.00	5,958.45	5,958.45-	.00
CIB RESTRICTED	150,747.73	.00	977.27-	149,770.46
FUND TOTALS	150,747.73	5,958.45	6,935.72-	149,770.46
2025 021 COURTHOUSE SECURITY FUND				
CIB OPERATING BANCORP SOUTH	.00	4,032.38	4,032.38-	.00
DEKALB 08	.00	.00	.00	.00
CIB MAUD CLEARING	.00	12.00	12.00-	.00
CIB RESTRICTED	235,116.79	4,032.38	.00	239,149.17
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	235,116.79	8,076.76	4,044.38-	239,149.17
2025 022 JP COURTHOUSE SECURITY FU				
CIB OPERATING BANCORP SOUTH	.00	402.58	402.58-	.00
CIB DEKALB CLEARING DEKAL	.00	21.03	21.03-	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB BANCORPSOUTH MAUD	.00	146.13	146.13-	.00
CIB RESTRICTED	59,778.07	402.58	.00	60,180.65
FUND TOTALS	59,778.07	972.32	569.74-	60,180.65
2025 023 TIME PAYMENT FEE RESTRICTED				
CIB OPERATING BANCORP SOUTH	.00	5.73	5.73-	.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB DEKALB CLEARING	.00	.00	.00	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB MAUD CLEARING	.00	.00	.00	.00
CIB RESTRICTED	58,111.24	5.73	.00	58,116.97
FUND TOTALS	58,111.24	11.46	5.73-	58,116.97
2025 024 JUSTICE CRT ASST/TECH FUND				
CIB OPERATING BANCORP SOUTH	.00	1,013.34	1,013.34-	.00
CIB DEKALB CLEARING DEKAL	.00	17.18	17.18-	.00
CIB BANCORPSOUTH HOOKS	.00	.00	.00	.00
CIB MAUD CLEARING	.00	123.00	123.00-	.00
CIB RESTRICTED	52,823.25	1,013.34	.00	53,836.59
FUND TOTALS	52,823.25	2,166.86	1,153.52-	53,836.59
2025 025 COUNTY CLERK OF THE COURT				
CIB OPERATING BANCORP SOUTH	.00	1,160.00	1,160.00-	.00
CIB RESTRICTED	15,170.00	1,160.00	.00	16,330.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	15,170.00	2,320.00	1,160.00-	16,330.00
2025 026 ELECTION CONTRACT DEMOCRAT				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 027 BAIL BOND BOARD FEE				
CIB OPERATING CADENCE	1,200.48	.00	58.94-	1,141.54
FUND TOTALS	1,200.48	.00	58.94-	1,141.54
2025 028 M H I				
APO RESTRICTED	62,451.86	.00	18,442.66-	44,009.20
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	62,451.86	.00	18,442.66-	44,009.20
2025 029 DAY REPORTING CENTER				
APO RESTRICTED	55,864.42	.00	14,995.53-	40,868.89
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	55,864.42	.00	14,995.53-	40,868.89
2025 030 CIVIL PROBATION				
APO RESTRICTED	25,375.17	.00	.00	25,375.17
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	25,375.17	.00	.00	25,375.17
2025 031 AFTERCARE				
APO RESTRICTED	65,235.91	.00	21,224.78-	44,011.13
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	65,235.91	.00	21,224.78-	44,011.13
2025 032 SUBSTANCE ABUSE TREATMENT				
APO RESTRICTED	37,718.64	.00	10,026.28-	27,692.36
A P O OPERATING	.00	.00	.00	.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	37,718.64	.00	10,026.28-	27,692.36
2025 033 ARP				
CIB	.00	26,145.25	26,145.25-	.00
CIB ARP	7,668,138.96	26,050.66	26,145.25-	7,668,044.37
FUND TOTALS	7,668,138.96	52,195.91	52,290.50-	7,668,044.37
2025 034 S A T- WOMEN'S FACILITY				
APO RESTRICTED	1,005,227.99	8,131.95	263,402.66-	749,957.28
A P O OPERATING	.00	8,113.43	8,113.43-	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	1,005,227.99	16,245.38	271,516.09-	749,957.28
2025 035 SAT-SPECIALIZED CASELOAD				
APO RESTRICTED	11,677.71	.00	9,326.71-	2,351.00
A P O OPERATING	.00	.00	.00	.00
FUND TOTALS	11,677.71	.00	9,326.71-	2,351.00
2025 036 ROAD & BRIDGE LATERAL				
CIB OPERATING BANCORP SOUTH	283,724.83	.00	1,143.52-	282,581.31
FUND TOTALS	283,724.83	.00	1,143.52-	282,581.31
2025 037 R&B MOTOR VEHICLE				
CIB OPERATING BANCORPSOUTH	1,277,635.40	86,100.00	52,000.01-	1,311,735.39
FUND TOTALS	1,277,635.40	86,100.00	52,000.01-	1,311,735.39
2025 038 LAW LIBRARY				
CIB OPERATING BANCORP SOUTH	35,538.22	4,587.67	8,349.02-	31,776.87
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	35,538.22	4,587.67	8,349.02-	31,776.87
2025 039 TRUANCY COURT COST				
CIB OPERATING BANCORP SOUTH	2,859.43	.00	16.80-	2,842.63
FUND TOTALS	2,859.43	.00	16.80-	2,842.63
2025 040 MISC OR DEVELOPMENT				
CIB OPERATING BANCORP SOUTH	3,328,073.04	.00	.00	3,328,073.04
CIB CD FARMERS	.00	.00	.00	.00
TEXSTAR MISC	3,875,260.54	14,136.31	.00	3,889,396.85
FUND TOTALS	7,203,333.58	14,136.31	.00	7,217,469.89
2025 041 INMATE BENEFIT				
CIB OPERATING BANCORP SOUTH	.00	15,044.65	15,044.65-	.00
CIB RESTRICTED	299,204.77	6,226.56	.00	305,431.33
FUND TOTALS	299,204.77	21,271.21	15,044.65-	305,431.33
2025 042 LEOSE				
CIB	.00	3,330.21	3,330.21-	.00
CIB RESTRICTED	15,191.68	.00	3,330.21-	11,861.47
FUND TOTALS	15,191.68	3,330.21	6,660.42-	11,861.47
2025 043 DOMESTIC VIOLENCE SPC CASELOAD				
APO RESTRICTED	17,214.76	.00	5,844.04-	11,370.72
A P O OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	17,214.76	.00	5,844.04-	11,370.72

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2025 044 JURY FUND				
JURY FUND	19,339.87	1,395.40	.00	20,735.27
CIB DEKALB CLEARING	.00	.43	.43-	.00
CIB MAUD OPERATING	.00	2.80	2.80-	.00
FUND TOTALS	<u>19,339.87</u>	<u>1,398.63</u>	<u>3.23-</u>	<u>20,735.27</u>
2025 045 JUDICIAL EDUCATION/SUPPORT				
CIB	1,885.00	145.00	.00	2,030.00
CIB RESTRICTED	.00	.00	.00	.00
CIB MV REG & TITLE	.00	.00	.00	.00
FUND TOTALS	<u>1,885.00</u>	<u>145.00</u>	<u>.00</u>	<u>2,030.00</u>
2025 046 MV ELECTRONIC TRANSFER				
CIB MV ELECTRONIC TRANSFER	.00	.00	.00	.00
CIB	461,395.20	.00	.00	461,395.20
FUND TOTALS	<u>461,395.20</u>	<u>.00</u>	<u>.00</u>	<u>461,395.20</u>
2025 048 LATCF				
CIB OPERATING	351,309.22	.00	.00	351,309.22
FUND TOTALS	<u>351,309.22</u>	<u>.00</u>	<u>.00</u>	<u>351,309.22</u>
2025 050 DRA (DETENTION REIMBURSEMENT)				
CIB	.00	2,100.00	9,075.00-	6,975.00-
CASH	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>2,100.00</u>	<u>9,075.00-</u>	<u>6,975.00-</u>
2025 051 COMMUNITY DEVELOPMENT				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CASH-CDBG--R2 OIL	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
2025 052 RDA (JUVENILE)				
CIB OPERATING	.00	55,876.90	77,258.53-	21,381.63-
FUND TOTALS	<u>.00</u>	<u>55,876.90</u>	<u>77,258.53-</u>	<u>21,381.63-</u>
2025 053 STATE CRISIS INTERVENTION PROG				
CIB OPERATING BANCORP SOUTH	30,627.69-	10,968.79	6,547.32-	26,206.22-
FUND TOTALS	<u>30,627.69-</u>	<u>10,968.79</u>	<u>6,547.32-</u>	<u>26,206.22-</u>
2025 055 SB22 DISTRICT ATTORNEY				
CASH	292,486.57	.00	19,371.31-	273,115.26
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	<u>292,486.57</u>	<u>.00</u>	<u>19,371.31-</u>	<u>273,115.26</u>
2025 056 VINE				
CIB OPERATING BANCORP SOUTH	.00	4,642.83	4,642.83-	.00
FUND TOTALS	<u>.00</u>	<u>4,642.83</u>	<u>4,642.83-</u>	<u>.00</u>
2025 057 OPIOD DISTRIBUTION				
CIB OPERATING BANCORP SOUTH	69,475.84	.00	.00	69,475.84
FUND TOTALS	<u>69,475.84</u>	<u>.00</u>	<u>.00</u>	<u>69,475.84</u>
2025 058 JUVENILE GRANT				
CASH	20,684.20	.00	1,300.71-	19,383.49
APO OPERATING	.00	.00	.00	.00
CIB SALARY CENTURY	.00	.00	.00	.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
FUND TOTALS	20,684.20	.00	1,300.71-	19,383.49
2025 059 COUNTY CLERK RECORD MGMT				
CIB OPERATING BANCORP SOUTH	.00	46,360.23	46,360.23-	.00
CIB RESTRICTED	212,306.85	.00	33,865.23-	178,441.62
FUND TOTALS	212,306.85	46,360.23	80,225.46-	178,441.62
2025 060 CO SERIES 2005				
CIB CONSTRUCTION ACCOUNT	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSI	.00	.00	.00	.00
CIB INTEREST & SINKING	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 061 ARCHIVE RECORDS				
CIB OPERATING BANCORP SOUTH	.00	11,940.00	11,940.00-	.00
CIB RESTRICTED	209,413.36	11,940.00	.00	221,353.36
FUND TOTALS	209,413.36	23,880.00	11,940.00-	221,353.36
2025 062 2012 SERIES				
CIB CONSTRUCTION ACCOUNT	226.48	.77	.00	227.25
CIB INTEREST & SINKING	1,965,125.00	.00	1,965,125.00-	.00
CIB TEXSTAR	113,814.97	415.19	.00	114,230.16
INVESTMENT REPOS	.00	.00	.00	.00
FUND TOTALS	2,079,166.45	415.96	1,965,125.00-	114,457.41
2025 063 VITAL STATISTICS & PRESERVATIO				
CIB OPERATING	.00	6,931.09	6,931.09-	.00
CIB RESTRICTED	10,349.25	.00	6,108.09-	4,241.16
FUND TOTALS	10,349.25	6,931.09	13,039.18-	4,241.16
2025 098 PAYROLL CLEARING				
CASH	1,577.86	2,020.54	.00	3,598.40
PAYROLL CASH	.00	2,672,280.74	2,672,280.74-	.00
FUND TOTALS	1,577.86	2,674,301.28	2,672,280.74-	3,598.40
2025 116 DISTRICT ATTORNEY EVIDENCE				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING	.00	.00	.00	.00
CIB RESTRICTED	87,843.50	.00	.00	87,843.50
CIB TEX POOL	.00	.00	.00	.00
FUND TOTALS	87,843.50	.00	.00	87,843.50
2025 117 COUNTY AND DISTRICT COURT TECH				
CIB OPERATING BANCORP SOUTH	.00	260.00	260.00-	.00
CIB RESTRICTED	21,803.92	260.00	.00	22,063.92
FUND TOTALS	21,803.92	520.00	260.00-	22,063.92
2025 118 DIST COURT CHILD SUPPORT				
CASH IN BANK	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	25,860.99	.00	.00	25,860.99
FUND TOTALS	25,860.99	.00	.00	25,860.99
2025 119 JUVENILE HUMAN TRAFFICKING				
CASH	782.38	.00	.00	782.38
FUND TOTALS	782.38	.00	.00	782.38
2025 120 JUVENILE PROBATION TRUST				
CIB OPERATING BANCORP SOUTH	123,801.41	.00	.00	123,801.41

ACCOUNT NAME FUND TOTALS	BEGINNING CASH BALANCE 123,801.41	CASH RECEIPTS .00	CASH DISBURSEMENTS .00	ENDING CASH BALANCE 123,801.41
2025 121 JUSTICE COURT SUPPORT FUND				
CIB OPERATING BANCORP SOUTH	68,708.16	6,300.00	.00	75,008.16
CIB DEKALB	.00	150.00	150.00-	.00
CIB MAUD	.00	550.00	550.00-	.00
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	68,708.16	7,000.00	700.00-	75,008.16
2025 122 TYC CONTRACT				
CIB OPERATING BANCORP SOUTH	44,992.36	.00	.00	44,992.36
FUND TOTALS	44,992.36	.00	.00	44,992.36
2025 124 DISTRICT CLERK OF THE COURT				
CIB	135,851.61	8,298.23	40.00-	144,109.84
CIB RESTRICTED	.00	.00	.00	.00
CIB MV SALES TAX	.00	.00	.00	.00
FUND TOTALS	135,851.61	8,298.23	40.00-	144,109.84
2025 125 ELECTION SERVICES CONTRACT				
CIB OPERATING BANCORP SOUTH	35,790.65	.00	3,356.00-	32,434.65
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	35,790.65	.00	3,356.00-	32,434.65
2025 126 SHERIFF CRIMINAL LAW ENF				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	43,058.87	.00	.00	43,058.87
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	43,058.87	.00	.00	43,058.87
2025 127 TREASURY FORFEITURE FUNDS				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 128 DISTRICT CLERK COURT REGISTRY.				
CIB COURT REGISTRY	655,009.74	.00	.00	655,009.74
FUND TOTALS	655,009.74	.00	.00	655,009.74
2025 129 COUNTY CLERK TRUST FUND				
FUND TOTALS	.00	.00	.00	.00
2025 130 COURT-INITIATED GUARDIANSHIP				
CIB CASH	11,820.00	870.00	.00	12,690.00
FUND TOTALS	11,820.00	870.00	.00	12,690.00
2025 131 DISTRICT CLERK TRUST FUND				
CIB	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
CIB CERTIFICATE OF DEP FI	1,136,179.94	.00	.00	1,136,179.94
CIB CDS GUARANTY BOND BAN	.00	.00	.00	.00
FUND TOTALS	1,136,179.94	.00	.00	1,136,179.94
2025 132 COMMUNITY SUPERVISION BAS				
APO RESTRICTED	1,224,900.41	167,806.34	160,448.32-	1,232,258.43
A P O OPERATING	.00	161,079.40	161,079.40-	.00
CF COMMUNITY SUPERVISION	300.00	.00	.00	300.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	<u>1,225,200.41</u>	<u>328,885.74</u>	<u>321,527.72-</u>	<u>1,232,558.43</u>
2025 133 JUVENILE PROBATION COMMUN				
CIB SALARY CENTURY	.00	.00	.00	.00
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
2025 134 STATE FEES				
CIB OPERATING BANCORP SOUTH	180,316.45	63,897.92	185,644.80-	58,569.57
CIB DEKALB CLEARING DEKAL	.00	571.16	571.16-	.00
CIB MAUD	.00	3,370.82	3,370.82-	.00
CIB SALARY CENTURY	.00	.00	.00	.00
CIB BANCORPSOUTH MAUD	.00	.00	.00	.00
FUND TOTALS	<u>180,316.45</u>	<u>67,839.90</u>	<u>189,586.78-</u>	<u>58,569.57</u>
2025 136 LEVEE & DRAINAGE				
CIB OPERATING BANCORP SOUTH	.00	.00	.00	.00
CIB GAURANTY	.00	.00	.00	.00
CIB RESTRICTED	.00	.00	.00	.00
CIB CERTIFICATE OF DEPOSI	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
2025 137 TAX ASSESSOR PARKS & WILDLIFE				
CIB PARKS & WILDLIFE	32,845.13	.00	.00	32,845.13
FUND TOTALS	<u>32,845.13</u>	<u>.00</u>	<u>.00</u>	<u>32,845.13</u>
2025 138 TABC				
CIB OPERATING CENTURY	.00	.00	.00	.00
CASH	3,195.00	.00	.00	3,195.00
FUND TOTALS	<u>3,195.00</u>	<u>.00</u>	<u>.00</u>	<u>3,195.00</u>
2025 139 DWI				
APO RESTRICTED	.00	.00	.00	.00
A P O OPERATING	.00	.00	.00	.00
CIB SALARY	.00	.00	.00	.00
FUND TOTALS	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
2025 140 OTHER AGENCY FUND				
CIB OPERATING BANCORP SOUTH	102.90	23,292.72	23,395.62-	.00
STATE BANK OF DEKALB CLEARING	.00	.00	.00	.00
CIB MAUD CLEARING	.00	.00	.00	.00
CIB RESTRICTED	658,070.52	9,249.15	.00	667,319.67
CIB COMMUNITY SUPERVISION	.00	.00	.00	.00
CIB DISTRICT ATTORNEY RES	719.42	.00	.00	719.42
FUND TOTALS	<u>658,892.84</u>	<u>32,541.87</u>	<u>23,395.62-</u>	<u>668,039.09</u>
2025 141 FOOD SERVICE PROGRAM				
CIB OPERATING BANCORP SOUTH	187,344.68	5,250.00	2,988.52-	189,606.16
FUND TOTALS	<u>187,344.68</u>	<u>5,250.00</u>	<u>2,988.52-</u>	<u>189,606.16</u>
2025 142 DRUG COURT PROGRAM				
CASH	83,444.83	1,798.59	37.50-	85,205.92
FUND TOTALS	<u>83,444.83</u>	<u>1,798.59</u>	<u>37.50-</u>	<u>85,205.92</u>
2025 143 CSCD RESTITUTION				
CASH	.00	.00	.00	.00

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
CIB CSCD RESTITUTION	113,641.71	25,772.76	.00	139,414.47
FUND TOTALS	113,641.71	25,772.76	.00	139,414.47
2025 144 TRUANCY PREVENTION & DIVERSION				
CASH IN BANK	.00	1,175.11	1,175.11-	.00
CIB DEKALB	.00	21.48	21.48-	.00
CIB MAUD	.00	144.01	144.01-	.00
CIB RESTRICTED	76,586.04	1,175.11	.00	77,761.15
FUND TOTALS	76,586.04	2,515.71	1,340.60-	77,761.15
2025 145 JUVENILE STATE AID				
CIB OPERATING BANCORP SOUTH	131,608.56	.00	59,563.23-	72,045.33
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	131,608.56	.00	59,563.23-	72,045.33
2025 146 JUVENILE DSA				
CASH	2,492.38	.00	4,288.97-	1,796.59-
FUND TOTALS	2,492.38	.00	4,288.97-	1,796.59-
2025 147 HAVA ELECTION SECURITY GRANT				
CASH	.00	.00	.00	.00
FUND TOTALS	.00	.00	.00	.00
2025 148 DISTRICT CLERK RESEARCH ACCT				
CIB ELECTRONIC TRANSFER 6695	154.80	.00	.00	154.80
FUND TOTALS	154.80	.00	.00	154.80
2025 149 BCWC RESIDENT TRUST ACCOUNT				
CIB RESIDENT TRUST ACCOUNT	31,106.39	.00	.00	31,106.39
FUND TOTALS	31,106.39	.00	.00	31,106.39
2025 150 SB22 SHERIFF				
CIB OPERATING BANCORP SOUTH	190,467.78	.00	37,933.67-	152,534.11
CIB SALARY CENTURY	.00	.00	.00	.00
FUND TOTALS	190,467.78	.00	37,933.67-	152,534.11
2025 151 INMATE TRUST ACCOUNT				
CIB INMATE TRUST ACCOUNT	174,206.79	.00	.00	174,206.79
FUND TOTALS	174,206.79	.00	.00	174,206.79
2025 152 COUNTY CLERK TRUST				
CIB COUNTY CLERK TRUST	711,930.94	.00	.00	711,930.94
FUND TOTALS	711,930.94	.00	.00	711,930.94
2025 153 LPPF				
CIB LPPF	1,870,082.72	.00	.00	1,870,082.72
FUND TOTALS	1,870,082.72	.00	.00	1,870,082.72
2025 155 VOCA				
CIB OPERATING BANCORP SOUTH	13,033.79-	.00	3,983.70-	17,017.49-
FUND TOTALS	13,033.79-	.00	3,983.70-	17,017.49-
GRAND TOTALS	64,299,819.36	6,592,256.56	10,637,082.84-	60,254,993.08

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 010 GENERAL FUND	OPERATING	23,845,998.50	TEXPOOL	7,809,663.99	
	DEKALB 08		TEXSTARTAX	226.28	
	HOOKS		TX TAX CR		
	MAUD 25		CD		
	MEDICAL		OPAY 01	104.00	
	GUARANTY		BC CR CARD		
	RESTRICTED		DC E-FILE		
	PAYROLL 02		CC E-FILE		
	ELECT 04	22,119.12	APOCC		
	JURY 03		OPERATING		
	NB TAX CR				
	EBONDS				
	TAX NT I&S				31,678,111.89
2025 012 DISTRICT ATTORNEY C&P	OPERATING				
	RESTRICTED	41,486.80			41,486.80
2025 013 DISTRICT ATTORNEY STATE	AOOPERATING				
	RESTRICTED	233,921.10			233,921.10
2025 014 DISTRICT ATTORNEY WELFARE	OPERATING				
	RESTRICTED	8,435.20			8,435.20
2025 015 DA CRIMINAL LAW ENFORCEME	OPERATING				
	RESTRICTED	27,882.08			27,882.08
2025 016 PRE-TRIAL INTERVENTION PROG	OPERATING				
	RESTRICTED	220,116.49			220,116.49
2025 017 COURT FACILITY FEE FUND	OPERATING	111,703.95			111,703.95
2025 018 LANGUAGE ACCESS FUND	OPERATING	22,517.26			
	DEKALB 08				
	MAUD 25				22,517.26
2025 019 VOTER REGISTRATION	OPERATING	3,030.86			3,030.86
2025 020 DISTRICT CLERK RECORD MGMT	OPERATING				
	RESTRICTED	149,770.46			149,770.46
2025 021 COURTHOUSE SECURITY FUND	OPERATING				
	DEKALB 08				
	MAUD 25				
	RESTRICTED	239,149.17			239,149.17
2025 022 JP COURTHOUSE SECURITY FU	OPERATING				
	DEKALB 08				
	HOOKS				
	MAUD 25				
	RESTRICTED	60,180.65			60,180.65
2025 023 TIME PAYMENT FEE RESTRICTED	OPERATING				
	DEKALB 08				
	HOOKS				
	MAUD 25				
	RESTRICTED	58,116.97			58,116.97

FUND NAME.	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 024 JUSTICE CRT ASST/TECH FUND	OPERATING DEKALB 08 HOOKS MAUD 25 RESTRICTED	53,836.59			53,836.59
2025 025 COUNTY CLERK OF THE COURT	OPERATING RESTRICTED	16,330.00			16,330.00
2025 026 ELECTION CONTRACT DEMOCRAT	OPERATING RESTRICTED				
2025 027 BAIL BOND BOARD FEE	OPERATING	1,141.54			1,141.54
2025 028 M H I	APO RESTR OPERATING	44,009.20			44,009.20
2025 029 DAY REPORTING CENTER	APO RESTR OPERATING	40,868.89			40,868.89
2025 030 CIVIL PROBATION	APO RESTR OPERATING	25,375.17			25,375.17
2025 031 AFTERCARE	APO RESTR OPERATING	44,011.13			44,011.13
2025 032 SUBSTANCE ABUSE TREATMENT	APO RESTR OPERATING	27,692.36			27,692.36
2025 033 ARP	OPERATING ARP	7,668,044.37			7,668,044.37
2025 034 S A T- WOMEN'S FACILITY	APO RESTR OPERATING	749,957.28			749,957.28
2025 035 SAT-SPECIALIZED CASELOAD	APO RESTR OPERATING	2,351.00			2,351.00
2025 036 ROAD & BRIDGE LATERAL	OPERATING	282,581.31			282,581.31
2025 037 R&B MOTOR VEHICLE	OPERATING	1,311,735.39			1,311,735.39
2025 038 LAW LIBRARY	OPERATING	31,776.87			31,776.87
2025 039 TRUANCY COURT COST	OPERATING	2,842.63			2,842.63
2025 040 MISC OR DEVELOPMENT	OPERATING CD	3,328,073.04	TEX MISC	3,889,396.85	7,217,469.89
2025 041 INMATE BENEFIT	OPERATING RESTRICTED	305,431.33			305,431.33
2025 042 LEOSE	OPERATING RESTRICTED	11,861.47			11,861.47
2025 043 DOMESTIC VIOLENCE SPC CASELO	APO RESTR	11,370.72			

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
	OPERATING				11,370.72
2025 044 JURY FUND	OPERATING DEKALB 08 MAUD 25	20,735.27			20,735.27
2025 045 JUDICIAL EDUCATION/SUPPORT	OPERATING	2,030.00			2,030.00
2025 046 MV ELECTRONIC TRANSFER					
2025 048 LATCF	OPERATING	351,309.22			351,309.22
2025 050 DRA (DETENTION REIMBURSEMENT)	OPERATING	6,975.00-			6,975.00-
2025 051 COMMUNITY DEVELOPMENT	OPERATING CDBG-R2OIL				
2025 052 RDA (JUVENILE)	OPERATING	21,381.63-			21,381.63-
2025 053 STATE CRISIS INTERVENTION PRO	OPERATING	26,206.22-			26,206.22-
2025 055 SB22 DISTRICT ATTORNEY	OPERATING	273,115.26			273,115.26
2025 056 VINE	OPERATING				
2025 057 OPIOD DISTRIBUTION	OPERATING	69,475.84			69,475.84
2025 058 JUVENILE GRANT	OPERATING OPERATING	19,383.49			19,383.49
2025 059 COUNTY CLERK RECORD MGMT	OPERATING RESTRICTED	178,441.62			178,441.62
2025 060 CO SERIES 2005			I&S 2005		
2025 061 ARCHIVE RECORDS	OPERATING RESTRICTED	221,353.36			221,353.36
2025 062 2012 SERIES	2012 CONST I&S 2012	227.25	TEX STAR	114,230.16	114,457.41
2025 063 VITAL STATISTICS & PRESERVAT	OPERATING RESTRICTED	4,241.16			4,241.16
2025 098 PAYROLL CLEARING					
2025 116 DISTRICT ATTORNEY EVIDENCE	OPERATING OPERATING RESTRICTED	87,843.50	OPERATING		87,843.50
2025 117 COUNTY AND DISTRICT COURT T	OPERATING RESTRICTED	22,063.92			22,063.92
2025 118 DIST COURT CHILD SUPPORT	OPERATING OPERATING	25,860.99			25,860.99

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 119 JUVENILE HUMAN TRAFFICKING	OPERATING	782.38			782.38
2025 120 JUVENILE PROBATION TRUST	OPERATING	123,801.41			123,801.41
2025 121 JUSTICE COURT SUPPORT FUND	OPERATING DEKALB 08 MAUD 25	75,008.16			75,008.16
2025 122 TYC CONTRACT	OPERATING	44,992.36			44,992.36
2025 124 DISTRICT CLERK OF THE COURT	OPERATING	144,109.84			144,109.84
2025 125 ELECTION SERVICES CONTRACT	OPERATING PAYROLL	32,434.65			32,434.65
2025 126 SHERIFF CRIMINAL LAW ENF	OPERATING RESTRICTED	43,058.87			43,058.87
2025 127 TREASURY FORFEITURE FUNDS	OPERATING RESTRICTED				
2025 128 DISTRICT CLERK COURT REGISTR					
2025 129 COUNTY CLERK TRUST FUND					
2025 130 COURT-INITIATED GUARDIANSHIP	OPERATING	12,690.00			12,690.00
2025 131 DISTRICT CLERK TRUST FUND					
2025 132 COMMUNITY SUPERVISION BAS	APO RESTR OPERATING	1,232,258.43			1,232,258.43
2025 133 JUVENILE PROBATION COMMUN	OPERATING				
2025 134 STATE FEES	OPERATING DEKALB 08 MAUD 25	58,569.57			58,569.57
2025 136 LEVEE & DRAINAGE	OPERATING GU LEVEE RESTRICTED		GU LEVEE		
2025 137 TAX ASSESSOR PARKS & WILDLIF					
2025 138 TABC	OPERATING				
2025 139 DWI	APO RESTR OPERATING				
2025 140 OTHER AGENCY FUND	OPERATING DEKALB 08 MAUD 25 RESTRICTED REST 15 DA HOT CK	667,319.67 719.42			668,039.09

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2025 141 FOOD SERVICE PROGRAM	OPERATING	189,606.16			189,606.16
2025 142 DRUG COURT PROGRAM	OPERATING	85,205.92			85,205.92
2025 143 CSCD RESTITUTION	REST 15	139,414.47			139,414.47
2025 144 TRUANCY PREVENTION & DIVERSIO	OPERATING				
	DEKALB 08				
	MAUD 25				
	RESTRICTED	77,761.15			77,761.15
2025 145 JUVENILE STATE AID	OPERATING	72,045.33			72,045.33
2025 146 JUVENILE DSA	OPERATING	1,796.59-			1,796.59-
2025 147 HAVA ELECTION SECURITY GRANT	OPERATING				
2025 148 DISTRICT CLERK RESEARCH ACCT					
2025 149 BCWC RESIDENT TRUST ACCOUNT					
2025 150 SB22 SHERIFF	OPERATING	152,534.11			152,534.11
2025 151 INMATE TRUST ACCOUNT					
2025 152 COUNTY CLERK TRUST					
2025 153 LPPF					
2025 155 VOCA	OPERATING	17,017.49-			17,017.49-
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TOTAL		43,358,734.75		11,813,621.28	55,172,356.03

CHECK ACCOUNT	CHECK
ACCOUNT BALANCE - OPERATING	30,621,714.38
ACCOUNT BALANCE - RESTRICTED	2,728,601.56
ACCOUNT BALANCE - ELECT 04	22,119.12
ACCOUNT BALANCE - APO RESTR	2,177,894.18
ACCOUNT BALANCE - ARP	7,668,044.37
ACCOUNT BALANCE - 2012 CONST	227.25
ACCOUNT BALANCE - REST 15	139,414.47
ACCOUNT BALANCE - DA HOT CK	719.42
	<hr/>
TOTAL	43,358,734.75

TDOA ACCOUNT	TDOA
ACCOUNT BALANCE - TEXPOOL	7,809,663.99
ACCOUNT BALANCE - TEXSTARTAX	226.28
ACCOUNT BALANCE - OPAY 01	104.00
ACCOUNT BALANCE - TEX MISC	3,889,396.85
ACCOUNT BALANCE - TEX STAR	114,230.16
	<hr/>
TOTAL	11,813,621.28

Other Accounts Balanced by the Treasurers' Office

Account Name	Balance	7/31/2025
BCT Credit Card	\$	0.00
APO Credit Card	\$	0.00
Community Supervision Restitution	\$	86,773.09
Electronic Funds Transfer	\$	22,119.12
General Fund Operating Account	\$	30,621,714.38
General Fund Salary Account	\$	0.00
Bowie County Restricted	\$	2,728,601.56
DA Restitution Account	\$	719.42
DeKalb Operating	\$	0.00
Maud Operating	\$	0.01
TexStar 2012 Interest & Sinking	\$	0.00
TexStar 2012 Construction	\$	114,230.16
TexStar Series 2014 Tax Note	\$	226.28
TexStar Misc/Develop Reimb Hwy 82	\$	3,889,396.85
Bowie County 2012 Construction	\$	227.25
Bowie County 2012 Interest & Sinking	\$	0.00
Department of Supervision Restricted	\$	2,177,894.18
County Clerk E File	\$	0.00
District Clerk E File	\$	0.00
JP PCT 2 E-File	\$	0.00
JP PCT 2 Credit Card	\$	0.00
JP PCT 4 Credit Card	\$	
JP PCT 1-1 Credit Card	\$	0.00
JP PCT 1-2 Credit Card	\$	0.00
JP PCT 3 Credit Card	\$	0.00
JP PCT 5 Credit Card	\$	0.00
County Clerk E-Recording Credit Card	\$	0.00
Escrow Depository Account	\$	3,514.51
E-Bonds	\$	0.00
Bowie County 2014 Tax Note I&S	\$	0.00
Tex Pool General	\$	7,809,663.99
Local Provider Participation Fund	\$	3,606,807.89
Farmer's Bank & Trust	\$	0.00
ARP Account	\$	7,668,044.37
Debt Service/Hwy 82 Bond	\$	13,014,300.00

There was a Public Hearing held beginning at 9:00 A.M. Everyone in attendance was asked to sign a sign-in sheet and after discussions and concerns were heard the hearing was closed at 9:04 A.M.

- **COUNTY CLERK'S 2025-2026 ARCHIVE PLAN**
- **PROPOSED SALARY INCREASE OF ELECTED OFFICIALS**
- **PROPOSED BUDGET 2025-2026**
- **PROPOSED 2025-2026 TAX RATE**

INVOCATION

Commissioner Pct #3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

**COMMISSIONERS COURT MINUTES
AUGUST 25, 2025**

BE IT REMEMBERED, that on this 25th day of August, 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 8th day of August, 2025 with the **HONORABLE BOBBY L. HOWELL** present and presiding with the following Commissioners being present.

Sammy Stone	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 9:05 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 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the County Clerk's Archive Plan for FY 2025-2026.

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

Motion carried.

Item 4: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to accept the Order Setting Salaries for Court Reporters and the Auditor and Assistants.

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

Motion carried.

Item 5: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Longevity Pay Policy effective October 1, 2025.

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

Motion carried.

Item 6: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the 2025-2026 Budget.

- Commissioner James Strain Yes**
- Commissioner Tom Whitten No**
- Commissioner Sammy Stone Yes**
- Commissioner Mike Carter Yes**
- Judge Howell Yes**

Motion was put to a vote and three (3) Commissioners voted yes and one (1), Commissioner Tom Whitten voted no.

Motion carried.

Item 7: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the 2025-2026 Tax Rate.

- Commissioner James Strain Yes
- Commissioner Tom Whitten No
- Commissioner Sammy Stone Yes
- Commissioner Mike Carter Yes
- Judge Howell Yes

Motion was put to a vote and three (3) Commissioners voted yes and one (1) Commissioner Tom Whitten voted no.

Motion carried.

Item 8: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to accept the 2024 Annual Financial Report and Single Audit Report.

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

Motion carried.

Item 9: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to accept the Bowie County CSCD Budgets for FY 2026-2027.

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

Motion carried.

Item 10: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the amendment to contract #650634266 between Johnson Controls and the Bowie County Detention Center.

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

Motion carried.

Item 11: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to approve a Memorandum of Agreement between U.S. Immigration and Customs Enforcement (ICE) and the Bowie County Sheriff's Office.

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

Motion carried.

Item 12: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to approve the bond of Lori Caraway District Clerk.

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

Motion carried.

Item 13: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Amended Authorized Plan for Electronic Jury Selection.

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

Motion carried.

Item 14: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the BuyBoard State Contract #710-23 between ES&S and Bowie County Elections Office for Ballot on Demand printers in the amount of \$104,754.00.

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

Motion carried.

Item 15: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to pay Four States Fiber \$2,227,186.00 from ARP Funds for Bowie County Fiber Ring Project.

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

Motion carried.

Item 16: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the contract between Quadient, INC and Bowie County for \$17,562.30 from TX SMARTBUY State Contract #985-C1.

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

Motion carried.

Item 17: On this 25th day of August, 2025, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to approve the donation of \$47,427.00 from Steve Ledwell.

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

Motion carried.

Item 18: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to approve the contract between NEMQ-Q, INC. and the Bowie County Tax Assessor Collector Office in the amount of \$32,202 for startup cost and \$15,225 for annual subscription.

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

Motion carried.

Item 19: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the lease agreement between the Bowie County CSCD and Bowie County for the 2nd floor Space in the 100 North Stateline, Texarkana, Texas 75501, building.

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

Motion carried.

Item 20: On this 25th day of August, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to Order an Election for the Constitutional/Joint Election to be held on November 4, 2025.

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

Motion carried.

Item 21: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Vote Center Locations for the Constitutional/Joint Election to be held on November 4, 2025.

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

Motion carried.

Item 22: On this 25th day of August, 2025, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Tom Whitten to approve the Notice of Election for the Constitutional/Joint Election to be held on November 4, 2025.

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

Motion carried.

Item 23: On this 25th day of August, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to authorize the Elections Administrator to enter into Joint Election Agreements with any participating locals for November 4, 2025 Election.

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

Motion carried.

Item 24: On this 25th day of August, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the TIPS State Contract #2101031 between Edge Office Products and the Bowie County Elections Office.

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

Motion carried.

Item 25: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve an agreement with Tyler Technologies for Image Upload Conversion Services.

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

Motion carried.

Item 26: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the amendment to the Bowie County Travel Policy.

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

Motion carried.

Item 27: On this 25th day of August, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone 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 28: On this 25th day of August, 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 vote no.

Motion carried.

Item 29: On this 25th day of August, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to approve the minutes as an Order of the Court (August 11, 2025).

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

Motion carried.

Item 30: There was no adjournment into Executive Session pursuant to the following Sections:

- a. Section 551.071 of the Texas Government Code; Consultation with 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 31: There was no 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 25th day of August, 2025, a motion was made by Commissioner Sammy Stone 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**