



Bowie County

710 James Bowie Drive
New Boston, TX 75550

903.628.6810
Fax 903.628.6811

A RESOLUTION OPPOSING ELIMINATION OF COUNTYWIDE POLLING PLACE PROGRAM

WHEREAS, Bowie County is a growing county in the state as ranked by the US Census Bureau but also remains somewhat rural in nature, with a large population and economic center concentrated on the east side of the county; and

WHEREAS, as a rural county, many of our constituents take advantage of their ability to vote on Election Day in a polling location of their choice through the Countywide Polling Place Program; and

WHEREAS, as a rural county, many of our constituents work significant miles from their homes and use the Countywide Polling Place Program as a necessary convenience to vote without having to adjust their work schedules; and

WHEREAS, the use of the Countywide Polling Place Program has increased voter turnout and reduced the number of provisional ballots for Bowie County; and

WHEREAS, the requirement to have precinct-based voting locations in Bowie County, where there are no public buildings for use as polling locations in every voting precinct and private facilities are no longer willing to allow the use of their buildings as a polling site will create a significant expense and hardship on Bowie County and its constituents and;

WHEREAS, at the time of this resolution, there are at least four pending bills which seek to eliminate electronic poll books (HB 1001), eliminate electronic marking devices (HB 1001 and SB 76), and eliminate countywide polling places (SB 77 and SB 148) and;

WHEREAS, the use of electronic poll books was authorized by the Texas Legislature through the Texas Election Code Section 3 1.014 and such poll books allow voters to sign in electronically while confirming identity through official identification and confirming voters have not already voted via absentee ballot or at another polling location thus dramatically reducing voter fraud and improving wait times for voters;



Bowie County

710 James Bowie Drive
New Boston, TX 75550

903.628.6810
Fax 903.628.6811

WHEREAS, the use of electronic ballot marking devices permits voters to cast their ballot with the aid of electronics on a physical ballot, the device neither stores or tabulates ballots but allows the voter to record the vote which provides voters an additional opportunity to review their votes prior to casting and reassures the voter their ballot is recorded accurately;

WHEREAS, any Texas county using electronic poll books and electronic ballot marking devices are required, by statute, to obtain approval and certification from the Secretary of State to use such equipment and such certification must be re-obtained annually which confirms the security of the voting process for the public;

WHEREAS, the Commissioners Court of Bowie County is of the opinion that regression into precinct-based voting would be a disservice to the voting community, reduce voter turnout, and could disenfranchise a large number of voters;

NOW THEREFORE, BE IT RESOLVED, that the undersigned elected officials do oppose the elimination of countywide polling places, the elimination of electronic pollbooks, and the elimination of electronic marking devices by the Texas Legislature.

PASSED AND APPROVED this ____ th Day of January 2025.

Bobby L. Howell
County Judge

Sammy Stone
Commissioner PCT. #1

Tom Whitten
Commissioner PCT. #2

James Strain
Commissioner PCT. #3

Mike Carter
Commissioner PCT. #4

ATTEST: _____
County Clerk, Tina Petty

LEASE

STATE OF TEXAS

BOWIE COUNTY

This lease agreement is made and entered into this day, January 1, 2025 by and between
Dillon Gardner for Bowie County, Texas in this lease called "lessor", and Bowe County, Texas, in this
lease called "lessee".

The property leased in this lease is described as follows:

Make & Model: Chevy Silverado 2500

Year: . 2017

Vin Number: 1GC1KUEY2HF206644

This lease is for the term of one year, commencing on January 1, 2025 and ending on December 31, 2025 for the sum of one dollar and no cents (\$1.00) unless terminated prior to the expiration of the lease term by the termination of employment by the Lessor with Bowie County, Texas, or officer no longer uses the vehicle in his employment or by seven (7) days written notice given by Lessee.

This leased vehicle shall be used for the purpose of conducting and carrying on the business of Bowie County Constable. When not on duty and using said vehicle for the purpose(s) stated herein, lessee shall permit said vehicle to be driven by anyone who is twenty-one (21) or older and who holds a valid driver's license.

Executed in Bowie County, Texas on January 13, 2025

Lessor: 

Address: 2423 CR 4257
Dekalb TX 75559

Lessee: Bowie County, Texas

By: _____

Bobby Howell, County Judge
710 James Bowie Dr.
New Boston, TX 75570

Racial Profiling Report | Exempt

Agency Name: BOWIE CO. CONST. PCT. 5
Reporting Date: 01/03/2025
TCOLE Agency Number: 037105

Chief Administrator: ROBERT C. CAUDLE

Agency Contact Information:
Phone: (903) 585-5428
Email: robbie.caudle@bowiecounty.org

Mailing Address:
P. O. BOX 189
508 Broadway
MAUD, TX 75567

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: ROBERT CAUDLE
Constable Precinct 5

Date: 01/03/2025

Submitted electronically to the



The Texas Commission on Law Enforcement

Andrew Sohn Software LLC Subscription Agreement

Agreement

This software subscription agreement, hereinafter referred to as The Agreement, is made and entered into on the date of _____ by and between:

Andrew Sohn Software LLC, hereinafter referred to as The Company.

and

The entity Bowie County Sheriff's Office, hereinafter referred to as The Client, principally located at 100 North State Line Avenue Box 18 Texarkana, Texas 75501.

Payment Terms

Beginning on the date of _____, The Client agrees to the terms of one of the below:

_____ Monthly subscription of \$_____ per month, paid in full by the last day of the month.

_____ Quarterly subscription of \$_____, paid in full by the last day of the 3rd, 6th, 9th, and 12th month of the year.

X Yearly subscription of \$3,600.00 reoccurring and paid in full by the last day of month January each year.

Termination and/or Pausing of Service

Three (3) months after a missed payment, service will be suspended and data processing will be halted for the end product. To reinstate full service, the Client must:

1. Pay all outstanding invoices in full
2. Cover any reinstatement fees associated with service resumption, if applicable

Intellectual Property

The Company reserves and retains exclusive ownership and all intellectual property rights associated with the software, encompassing:

- Copyrights for original source code, documentation, and derivative works
- Patents related to unique technological innovations and methodologies
- Trade secrets, including proprietary algorithms, design strategies, and confidential technical information
- All existing and future intellectual property rights derived from or connected to the software

Andrew Sohn Software LLC Subscription Agreement

Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information disclosed during the course of this agreement.

Liability

The Client expressly acknowledges and agrees that:

- The Company bears no legal responsibility or liability for any consequences arising from the publication, use, or distribution of data originally supplied by The Client.
- The Client represents and warrants that all provided data is accurate, legally obtained, and does not infringe upon any third-party rights.
- The Client assumes full legal and financial responsibility for any claims, damages, or litigation resulting from the content of the data submitted to The Company.
- The Company is explicitly protected from any direct, indirect, consequential, or punitive damages related to the use of data provided by The Client.

Conclusion

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral, or written unless specified in the Amendments section below.

The Company:

Signature: _____

Andrew Sohn Software LLC

Date: _____

The Client:

Authorizing Personnel

Written Name: _____

Signature: _____

Date: _____

AGENDA ITEM #8

Department & Description	Line Item	Current 2023 Bi-Weekly Monthly	Current 2024 Annual	Budget 2025 Annual	Line item 201 SS/ Med.	Line item 203 Retirement	Line item 205 Supp Death	Line item 202 Disab.	Line item 202 Life	Line item 202 Health	Total Benefits
County Court											
County Judge	101	4,004.50	99,159.13	104,117.09	7,964.96	10,919.28	291.53	499.76	0.00	18,253.76	37,929.29
State Supplement	106	969.23	25,200.00	25,200.00							
State Reimbursement	107	-969.23	-25,200.00	-25,200.00							
Grant Administrator	103	2,036.26	55,000.00	52,942.70	4,050.12	5,552.37	148.24	240.36	0.00	11,587.62	21,578.70
County Attorney	103	184.90	0.00	4,807.30	367.76	504.17	13.46	21.83	0.00	0.00	907.21
Assistant	103	1,846.15	43,272.94	48,000.00	3,672.00	5,034.00	134.40	217.92	0.00	11,587.62	20,645.94
			197,432.07	209,867.09	16,054.83	22,009.81	587.63	979.87	0.00	41,429.00	81,061.14

AGENDA ITEM #9

Department & Description	Line Item	Current 2024 Bi-Weekly Monthly	Current 2024 Annual	Budget 2025 Annual	Line item 201 SS/ Med.	Line item 203 Retirement	Line item 205 Supp Death	Line item 202 Disab.	Line item 202 Life	Line item 202 Health	Total Benefits
District Clerk											
District Clerk	101	3,075.17	76,147.01	79,954.36	6,116.51	8,385.21	223.87	383.78	0.00	11,587.62	26,696.99
Deputy District Clerk	103	1,816.58	44,982.00	47,231.10	3,613.18	4,953.36	132.25	226.71	0.00	11,587.62	20,513.12
Deputy District Clerk	103	2,005.23	49,653.33	52,136.00	3,988.40	5,467.76	145.98	250.25	0.00	11,587.62	21,440.02
Deputy District Clerk	103	1,513.82	37,485.00	39,359.25	3,010.98	4,127.80	110.21	188.92	0.00	11,587.62	19,025.53
Deputy District Clerk	103	1,340.81	33,201.00	34,861.05	2,666.87	3,656.05	97.61	167.33	0.00	11,587.62	18,175.49
Deputy District Clerk	103	1,313.75	31,059.00	34,157.52	2,613.05	3,582.27	95.64	163.96	0.00	11,587.62	18,042.54
Deputy District Clerk	103	1,461.54	35,343.00	38,000.00	2,907.00	3,985.25	106.40	182.40	0.00	11,587.62	18,768.67
Deputy District Clerk	103	1,816.58	38,556.00	47,231.10	3,613.18	4,953.36	132.25	226.71	0.00	16,361.17	25,286.67
Deputy District Clerk	103	1,535.44	38,020.50	39,921.53	3,054.00	4,186.77	111.78	191.62	0.00	11,587.62	19,131.79
Deputy District Clerk	103	1,254.31	49,266.00	32,611.95	2,494.81	3,420.18	91.31	156.54	0.00	11,587.62	17,750.46
Deputy District Clerk	103	1,388.85	31,059.00	36,110.15	2,762.43	3,787.05	101.11	173.33	0.00	11,587.62	18,411.54
Deputy District Clerk	103	1,307.69	29,988.00	34,000.00	2,601.00	3,565.75	95.20	163.20	0.00	11,587.62	18,012.77
Deputy District Clerk	103	1,557.07	35,771.40	40,483.80	3,097.01	4,245.74	113.35	194.32	0.00	11,587.62	19,238.05
Deputy District Clerk	103	1,379.27	33,201.00	35,861.05	2,743.37	3,760.93	100.41	172.13	0.00	11,587.62	18,364.46
			563,732.24	591,918.85	45,281.79	62,077.49	1,657.37	2,841.21	0.00	167,000.23	278,858.10



Maintenance Agreement

Customer Bowie, County of
 Address 710 James Bowie Dr
 City/ State/ Zip New Boston, TX 75570 Machine ID _____
 Telephone # _____ Fax # _____ Key Operator _____

Coverage Period

(48 months)
 From _____ to _____, or 1,000,000 copies. Contract will expire when one of these criteria has been met. Vanco reserves the right to adjust the maintenance agreement pricing annually at the end of the coverage period.

Model #	Serial #	Price
ES4528A (mailroom)		\$.0075 per black copy
ES4528A (auditor)		

Start meter reading Black 100 Color N/A

This agreement does not include the following items: PAPER

Customer Signature

[Signature]

Vanco's Representative

Title

VP

Title

Contract valid only if signed and returned within 10 days of _____
 This agreement is subject to the terms and conditions on the reverse side.

FULL MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. Vanco Systems, Inc. (Vanco) will provide preventative maintenance calls on copier(s) or accessories described on the front in conjunction with regular or emergency service calls.
2. Service calls under this Agreement will be made during normal business hours. Monday through Friday 8-5.
3. During the term of this Agreement, Vanco will provide without charge, all replacement parts which have been worn or broken through normal use.
4. This Agreement will not apply to service made necessary by accident, improper electrical service, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of either service by personnel other than Vanco, or the use of supplies or parts not meeting the manufacturers specifications. Vanco will charge customer for repairs and parts, due to the foregoing, at the rates in effect when such service work is performed.
5. This Maintenance Agreement includes all consumable items not specifically excluded on the front of this Agreement.
6. This Agreement is not transferable to a third party, except with the prior written consent of Vanco.
7. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the customer.
8. All calls made by Vanco during normal working hours on the customer's premises at the address shown. Should the equipment be moved to another location in a more distant area, there will be an increase in the maintenance charge.
9. No terms or conditions, expressed or implied, are authorized unless they appear on this Agreement, signed by the customer and Vanco
10. This agreement will remain in force until cancelled by a 30 day written notice of either party. In the event of termination of agreement, any amount prepaid for any unexpired period of service shall be refunded.
11. Customer hereby grants to Vanco a security interest to secure payment of all maintenance fees or other sums of money becoming due hereunder from Customer, upon all equipment or other personal property of Customer maintained by Vanco, together with the proceeds from the sale or lease of such equipment. Such equipment shall not be removed without the consent of Vanco until all arrearages in rent and other sums of money then due to Vanco hereunder shall first have been paid and discharged. Upon the occurrence of an event of default, Vanco, may, in addition to any other remedies provided herein or by law, enter upon the Customer's premises and take possession of such equipment without liability for trespass or conversion, and sell the same at public or private sale, after giving Customer reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Customer of such sale shall be deemed sufficient if given in the manner prescribed in this agreement at least 10 days before the time of the sale. Any public sale made under this paragraph shall be deemed to have been conducted in a commercially reasonable manner if held in Vanco's office or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the State and County where such equipment is located, for five consecutive days before the date of the sale. Vanco or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition dealt with in this paragraph, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted herein. Any surplus shall be paid to Customer or as otherwise required by law; Customer shall pay any deficiencies or other charges forthwith. Upon request by Vanco, Customer agrees to execute and deliver to Vanco a financing statement in form sufficient to perfect the security interest of Vanco in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State where such equipment will be located or where customer may be domiciled.

Vanco Systems, Inc.

2301 Texas Boulevard, Texarkana, TX 75501
Ph (903) 794-1013 Fax (903) 792-4176



**BOWIE COUNTY
Mail Room
New Boston TX**

Proposed Solution:

Toshiba e-studio 4528A

- 45 pages per minute
- Network Print & Color Scan connectivity
- USB Flash Drive Port
- Scan Speed – Up to 73 SPM Color—73 SPM Black & White
- Dual - 550 sheet paper drawers
- Dual Scan Document Feeder (100 sheets)
- 2500 sheet large capacity feeder
- Multi Position Finisher with Hole Punch
- Duplex Unit for Front & Back Copying
- 100 sheet "Smart" stack feed bypass with envelope feeding
- Reduction/Enlargement (25%-400%)
- Statement to Ledger Paper Size Accepted
- Color Liquid Crystal Touch Screen
- 2400 x 600 dpi; 256 gradations
- 1 GB RAM memory, 60 GB hard drive
- E-filing –electronic storage of documents
- Electronic Sorting
- Page Numbering
- Fax Board

**48 Month
FMV Lease**

System Above

\$ 157

(Current 48-month lease price is \$144.00 per month)

No security deposit will be required at the beginning of the lease. A purchase/buyout option is available under the terms of this lease for the fair market value of the copier at the end of the lease. There will be a one-time documentation fee of \$99.

Service Agreement

Full Coverage Maintenance Includes:

- Drums, boards, parts and labor, Mileage and 8-hour response time
- Includes Toner and Surge Protector at **\$0.0075** per copy

This Proposal is Valid Through . January 31, 2025

Prepared by: _____

Date: _____

Approved by: _____

FINANCIAL SERVICES

3109132

TFS - 0219

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law: BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.** This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to you or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ACCOUNT DETAILS

Re: Agreement / Contract / Account Schedule Number: 3109132

("Contract")

Lessee/Customer: Bowie, County of

("Customer")

This certificate of Delivery and Acceptance to the lease, loan or other form of financial services contract described above ("Contract") is by and between Toshiba Financial Services and the customer identified above.

Customer, through its authorized representative, hereby certifies to Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified in the Contract, including in any equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the equipment will be used and which is the "Equipment Location" identified in the Contract.
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) fully functioning; and (d) in good working order.
3. The Equipment is of a capacity, size, design, and manufacture acceptable to Customer and is suitable for Customer's purposes.
4. Customer is not in default under the Contract and all of Customers' statements and promises set forth in the Contract are true and correct.
5. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

VERIFICATION

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes.
IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Print Name: Bowie, County of

Title:

Signature: X

Date:

NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Bowie, County of ("Governmental Entity") and Toshiba Financial Services ("Company"), which agreement is identified in Company's records as agreement number 3109132 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	X	
	SIGNATURE	NAME & TITLE
		DATE



**BOWIE COUNTY
Auditors Office
New Boston TX**

Proposed Solution:

Toshiba e-studio 4528A

- 45 pages per minute
- Network Print & Color Scan connectivity
- USB Flash Drive Port
- Scan Speed – Up to 73 SPM Color—73 SPM Black & White
- Dual - 550 sheet paper drawers
- Dual Scan Document Feeder (100 sheets)
- Duplex Unit for Front & Back Copying
- 100 sheet "Smart" stack feed bypass with envelope feeding
- Reduction/Enlargement (25%-400%)
- Statement to Ledger Paper Size Accepted
- Color Liquid Crystal Touch Screen
- 2400 x 600 dpi; 256 gradations
- 1 GB RAM memory, 60 GB hard drive
- E-filing –electronic storage of documents
- Electronic Sorting
- Page Numbering
- Fax Board
- Stand

**48 Month
FMV Lease**

System Above

\$ 118

(Current 48-month lease price is \$121.00 per month)

No security deposit will be required at the beginning of the lease. A purchase/buyout option is available under the terms of this lease for the fair market value of the copier at the end of the lease. There will be a one-time documentation fee of \$99.

Service Agreement

Full Coverage Maintenance Includes:

- Drums, boards, parts and labor, Mileage and 8-hour response time
- Includes Toner and Surge Protector at **\$0.0075** per copy

This Proposal is Valid Through . January 31, 2025

Prepared by: _____
Date: _____
Approved by: _____

TOSHIBA

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

3109134

The words you and your, refer to the Customer. The words Lessor, we, us, and our, refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION

Legal Company Name: Bowie, County of

Fed. Tax ID#:

Contact Person:

Bill-To Phone:

Bill-To Fax:

Billing Address: 710 James Bowie Dr

City, State - Zip: New Boston, TX 75570

Equipment Location: As Stated Above
(If different than above)

DEALER LOCATION

Contact Name: Vanco Systems Inc

Location: Texarkana, TX

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

1 Toshiba e-STUDIO4528A copier

☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 48 of \$118.00 (plus applicable taxes)

Security Deposit:

☐ Received

Origination Fee: Up to \$99.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. End-of-Lease Options:

You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value per section 16.
2. Renew the Agreement per section 17.
3. Return Equipment.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name: Bowie, County of

Signature: X

Title:

Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ACCOUNT DETAILS

Re: Agreement / Contract / Account Schedule Number: 3109134

("Contract")

Lessee/Customer: Bowie, County of

("Customer")

This certificate of Delivery and Acceptance to the lease, loan or other form of financial services contract described above ("Contract") is by and between Toshiba Financial Services and the customer identified above.

Customer, through its authorized representative, hereby certifies to Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified in the Contract, including in any equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the equipment will be used and which is the "Equipment Location" identified in the Contract.
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) fully functioning, and (d) in good working order.
3. The Equipment is of a capacity, size, design, and manufacture acceptable to Customer and is suitable for Customer's purposes.
4. Customer is not in default under the Contract and all of Customers' statements and promises set forth in the Contract are true and correct.
5. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

VERIFICATION

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes.
IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Print Name: Bowie, County of

Title:

Signature: X

Date:

NON-APPROPRIATION AGREEMENT-AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Bowie, County of ("Governmental Entity") and Toshiba Financial Services ("Company"), which agreement is identified in Company's records as agreement number 3109134 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	X	
	SIGNATURE	NAME & TITLE
		DATE

There was a Public Hearing held beginning at 9:00 A.M. regarding the Tax Abatement for West Fraser Wood Products, Inc. Everyone in attendance was asked to sign a sign-in sheet and after discussion, the hearing was closed.

INVOCATION

Commissioner Pct. 3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

COMMISSIONERS COURT MINUTES

DECEMBER 23, 2024

BE IT REMEMBERED, that on this 23rd day of December, 2024, 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 20th day of December, 2024 with the HONORABLE JUDGE 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 (absent)	Commissioner Pct. #4

Also in attendance were the following County Officials:

- County Auditor Jennifer Beckett
- County Clerk Tina Petty

ANNOUNCEMENTS

None

REGULAR AGENDA ITEMS

Court convened at 9:01 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 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to reappoint ESD 5 Board Members Ben Franks and John Sellers for a one (1) year term; Ron Rogers, Steve Hawkins and Larry Meadows for a two (2) year term.

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

Motion carried.

Item 4: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to appoint Micah Fannin to a three (3) year term to the ESD 6 Board to replace Mike Ford.

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

Motion carried.

Item 5: On this 23rd day of December, 2024, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve an InterLocal Agreement between the City of Texarkana, Texas and Bowie County for the 2024 BYRNE Justice Assistance Grant (JAG) Program Award.

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

Motion carried.

Item 6: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to approve the Memorandum of Agreement between Red River Army Depot and Bowie County Sheriff's Office.

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

Motion carried.

Item 7: On this 23rd day of December, 2024, a motion was made by Commissioner Sammy Stone and duly second by Commissioner James Strain to approve the bond of Jay Womack.

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

Motion carried.

Item 8: On this 23rd day of December, 2024, a motion was made by Commissioner Sammy Stone and duly second by Commissioner James Strain to approve Windstream Agreement quote #2861815 between Bowie County and Windstream.

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

Motion carried.

Item 9: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to approve the waxing of the new flooring for the kitchen in the 141 Plaza West Building from TIPS State Contract #24010401 in the amount of \$18,880.00 from ARPA funds.

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

Motion carried.

Item 10: On this 23rd day of December, 2024, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to declare fixed asset inventory items surplus and permission for disposal.

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

Motion carried.

Item 11: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to approve the Auditor's Monthly report for November, 2024.

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

Motion carried.

Item 12: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the renewal of Service Agreement #0000036049 between Whitaker Brothers and Bowie County.

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

Motion carried.

Item 13: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to make the following changes to the District Attorney labor table for FY 2025.

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

Motion carried.

Item 14: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to authorize County Judge to sign Tax Abatement Agreement between Bowie County, Texas and West Fraser Wood Products, Inc.

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

Motion carried.

Item 15: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve Bowie County Fiber Ring Agreement.

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

Motion carried.

Item 16: On this 23rd day of December, 2024, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Sammy Stone to approve budget adjustments.

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

Motion carried.

Item 17: On this 23rd day of December, 2024, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to approve payment of accounts payable and payroll.

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

Motion carried.

Item 18: On this 23rd day of December, 2024, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve the minutes as an Order of the Court (December 9, 2024).

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

Motion carried.

Item 19: Court recessed at 9:22 A.M. to go into Executive Closed Session to discuss security matters, personnel matters and litigation as allowed in the Government Code, Section 551.0725.

Court reconvened at 9:31 A.M.

Item 20: 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 23rd day of December, 2024, a motion was made by Commissioner Sammy Stone and duly second by Commissioner James Strain 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 _____,2024
WERE READ AND APPROVED _____ DAY OF _____,2024**

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

ATTEST:

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