# Notice of 2025 Proposed Local Provider Participation Fund for Bowie County

A mandatory participation payment of \$6.00 per \$100.00 of net patient revenue has been proposed for adoption by the governing body of Bowie County Commissioners Court. Under State law, only hospitals are required to make this payment, and hospitals are prohibited from passing through the cost of this payment as a surcharge on patients' bills. State law requires that a public hearing be held by the governing body before adopting the mandatory payment.

The money deposited to the local provider participation fund may be used to fund the nonfederal share of Medicaid supplemental payments under the state Medicaid Plan, the Texas Healthcare Transformation and Quality Improvement Program waiver, or a similar successor waiver program, or payments to Medicaid managed care organizations that are dedicated for payment to hospitals.

PROPOSED ASSESSMENT RATE:

\$6.00 per \$100.00

# THE MANDATORY PAYMENT UNDER THE ABOVE RATE CAN BE CALCULATED AS FOLLOWS:

Mandatory Payment Amount = (.06 X Net Patient Revenue)

You are advised to attend the following public hearing and express your views regarding any matter relating to the proposed mandatory payments.

Hearing: June 23, 2025 at 9:00 A.M. at Bowie County Commissioners Courtroom, 710 James Bowie Dr., New Boston, TX 75570.

For assistance or detailed information about assessment calculations, please contact:

Jennifer Beckett Bowie County Auditor 710 James Bowie Drive New Boston, TX 75570 (903) 628-6710



### Elder Abuse Awareness Month Proclamation

- WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this city by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and
- WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and
- WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and
- WHEREAS, there were 123,852 reports of abuse older adults and people with disabilities in Texas in 2024; and
- WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and
- WHEREAS, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and
- WHEREAS, elder abuse is everyone's business, it's important to strengthen our efforts to prevent, report and address elder abuse.

**NOW, THEREFORE,** I Bobby Howell, County Judge of Bowie County, Texas, in recognition thereof, do hereby proclaim the month of June 2025 to be:

# "Elder Abuse Awareness Month"

In Bowie County, Texas and urge all residents to work together to reduce abuse and neglect of older adults and people with disabilities.

WITNESS OUR SIGNATURES and SEAL OF OFFICE this \_\_\_\_ day of June, 2025.

Bobby Howell County Judge Bowie County, Texas

# 710 James Bowie Drive New Boston, TX 75550

## **Bowie County**

903.628.6810 Fax 903.628.6811

### A RESOLUTION AUTHORIZING BOWIE COUNTY TO APPLY FOR THE 2025 HAVA ELECTION SECURITY SUB-GRANTS

WHEREAS, Bowie County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Bowie County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

WHEREAS, Bowie County Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of reimbursement requests and any other required reports.

WHEREAS, Bowie County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

WHEREAS, Bowie County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

WHEREAS, Bowie County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Bowie County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

PASSED AND APPROVED this \_\_\_\_ rd day of June 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

Jennifer Beckett, County Auditor

Pat McCoy, Election Administrator

ATTEST:

Tina Petty, County Clerk

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the City of Dekalb. Texas (hereinafter "City") on the date indicated below,

WHEREAS, City is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, City and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

### ARTICLE I

### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of City in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- MEDICAL SERVICES: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

When it becomes necessary for an immate to be hospitalized, the Contractor shall contact City, through its Sheriff or designated representative, as soon as possible to inform the City of the fact that the immate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

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The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the City directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to City. If the hospital or health care provider refuses to bill City directly, City shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>; City shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to City by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for immates admitted or committed to an off-site medical facility. City shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. City will be contacted to determine if City wants to provide its own stationary guards.
- 1.05 SPECIAL PROGRAMS: The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

### ARTICLE II

### FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one immate per day. Any portion of any day shall count as a man-day under this agreement, except that City may not be billed for two days when an immate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE</u>: Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of City designated to receive the same on behalf of City. City shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of City under this agreement. City further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### ARTICLE III

### TERM OF AGREEMENT

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 <u>RENEWALS:</u> This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of City's immates.

### ARTICLE IV

- COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house City's immates where the housing of said immates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of immates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and immates at the facility, or result in possible violation of the constitutional rights of the immates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the Cities prisoners, or any specified number thereof, the City shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 <u>ELIGIBILITY FOR INCARCERATION AT FACILITY:</u> The only immates of City eligible for incarceration are those immates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of City. It shall be the responsibility of the City to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### ARTICLE V

### MISCELLANEOUS

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE:</u> All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office 100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City: Jamie Shipley, Dekalb City Secretary

110 E. Grizzly St. Dekalb, TX 75559

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE:</u> The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Mayor, City Manager and the Chief of Police of the "City" and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 <u>FUNDING SOURCE:</u> City must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of City Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

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Bowie County Clerk

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the City of Hooks, Texas (hereinafter "City") on the date indicated below,

WHEREAS, City is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, City and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

### ARTICLE I

### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of City in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- 1.02 <u>MEDICAL SERVICES</u>: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact City, through its Sheriff or designated representative, as soon as possible to inform the City of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

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- 1.03 <u>MEDICAL INFORMATION</u>; City shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to City by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. City shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. City will be contacted to determine if City wants to provide its own stationary guards.
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- 1.06 <u>LOCATION AND OPERATION OF FACILITY:</u> The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

### ARTICLE II

### FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that City may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

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Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of City under this agreement. City further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### ARTICLE III

### TERM OF AGREEMENT

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 <u>RENEWALS:</u> This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
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- 4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house City's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the Cities prisoners, or any specified number thereof, the City shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
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- 4.03 **INMATE SENTENCES:** Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of City. It shall be the responsibility of the City to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### ARTICLE V

### **MISCELLANEOUS**

- 5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff Bowie County Sheriff's Office 100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Marc Reiter, Mayor P.O. Box 37 Hooks, TX 75561

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE:</u> The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Mayor, City Manager and the Chief of Police of the "City" and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 **FUNDING SOURCE:** City must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of City Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

# Signature and Execution: CITY OF HOOKS, TEXAS Lity Secretary, Hooks, Texas County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated Date Signed: Date Signed: Chef of Police, Hooks, Texas Bowie County Auditor Bowie County Sheriff Date Approved: ATTEST:

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the City of Dekalb, Texas (hereinafter "City") on the date indicated below,

WHEREAS, City is seeking to provide for the housing and care of certain immates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

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- 3.03 <u>TERMINATION:</u> This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of City's immates.

### ARTICLE IV

- COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house City's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the Cities prisoners, or any specified number thereof, the City shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of City eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of City. It shall be the responsibility of the City to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### ARTICLE V

### **MISCELLANEOUS**

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff
Bowie County Sheriff's Office
100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Jamie Shipley, Dekalb City Secretary

110 E. Grizzly St. Dekalb, TX 75559

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE</u>: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 <u>PRIOR AGREEMENTS:</u> This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Mayor, City Manager and the Chief of Police of the "City" and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 <u>FUNDING SOURCE</u>: City must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of City Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

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Bowie County Clerk

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the City of Dekalb, Texas (hereinafter "City") on the date indicated below,

WHEREAS, City is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, City and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

### ARTICLE I

### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of City in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- 1.02 <u>MEDICAL SERVICES</u>: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact City, through its Sheriff or designated representative, as soon as possible to inform the City of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the City directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to City. If the hospital or health care provider refuses to bill City directly, City shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>: City shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to City by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. City shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. City will be contacted to determine if City wants to provide its own stationary guards.
- 1.05 SPECIAL PROGRAMS: The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 <u>LOCATION AND OPERATION OF FACILITY:</u> The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

### ARTICLE II

### FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that City may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE:</u> Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of City designated to receive the same on behalf of City. City shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of City under this agreement. City further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### ARTICLE III

### TERM OF AGREEMENT

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 RENEWALS: This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of City's inmates.

### ARTICLE IV

- **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the 4.01 Contractor to house City's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the Cities prisoners, or any specified number thereof, the City shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of City 4.02 eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of City. It shall be the responsibility of the City to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### ARTICLE V

### MISCELLANEOUS

- BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff Bowie County Sheriff's Office 100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Jamie Shipley, Dekalb City Secretary

110 E. Grizzly St. Dekalb, TX 75559

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 CHOICE OF LAW AND VENUE: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Mayor, City Manager and the Chief of Police of the "City" and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 <u>FUNDING SOURCE:</u> City must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of City Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

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Bowie County Clerk

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the City of Nash, Texas (hereinafter "City") on the date indicated below,

WHEREAS, City is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, City and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

### ARTICLE I

### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of City in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- 1.02 <u>MEDICAL SERVICES</u>: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact City, through its Sheriff or designated representative, as soon as possible to inform the City of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the City directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to City. If the hospital or health care provider refuses to bill City directly, City shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>; City shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to City by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. City shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. City will be contacted to determine if City wants to provide its own stationary guards.
- 1.05 <u>SPECIAL PROGRAMS:</u> The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

### ARTICLE II

### **FINANCIAL PROVISIONS**

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that City may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE</u>: Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of City designated to receive the same on behalf of City. City shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of City under this agreement. City further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### ARTICLE III

### TERM OF AGREEMENT

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 <u>RENEWALS:</u> This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 <u>TERMINATION:</u> This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of City's immates.

### ARTICLE IV

- 4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house City's immates where the housing of said immates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of immates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and immates at the facility, or result in possible violation of the constitutional rights of the immates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the Cities prisoners, or any specified number thereof, the City shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 <u>ELIGIBILITY FOR INCARCERATION AT FACILITY:</u> The only inmates of City eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of City. It shall be the responsibility of the City to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### ARTICLE V

### **MISCELLANEOUS**

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE</u>: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office

100 North State Line Avenue Box 18 Texarkana, Texas 75501

To City:

Doug Bowers, Nash City Manager

P.O Box 520 Nash, TX 75569

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE:</u> The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 **PRIOR AGREEMENTS:** This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Mayor, City Manager and the Chief of Police of the "City" and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 <u>FUNDING SOURCE:</u> City must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of City Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

Signature and Execution:	
CITY OF NASH, TEXAS	BOWIE COUNTY, TEXAS
City Manager, Nash, Texas	County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated)
Date Signed: <u>5-12-25</u>	Date Signed:
Chief of Police, Nash, Texas	Bowie County Auditor
	Bowie County Sheriff
	Date Approved:
	ATTEST:
	Bowie County Clerk

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the City of Wake Village, Texas (hereinafter "City") on the date indicated below.

WHEREAS, City is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, City and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

### ARTICLE I

### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of City in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- 1.02 <u>MEDICAL SERVICES</u>: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact City, through its Sheriff or designated representative, as soon as possible to inform the City of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the City directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to City. If the hospital or health care provider refuses to bill City directly, City shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>; City shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to City by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. City shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. City will be contacted to determine if City wants to provide its own stationary guards.
- 1.05 SPECIAL PROGRAMS: The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

### ARTICLE II

### FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that City may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE:</u> Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of City designated to receive the same on behalf of City. City shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of City under this agreement. City further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### ARTICLE III

### **TERM OF AGREEMENT**

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 <u>RENEWALS:</u> This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of City's inmates.

### ARTICLE IV

- 4.01 <u>COMPLIANCE WITH LAW:</u> Nothing herein shall create any obligation upon the Contractor to house City's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the Cities prisoners, or any specified number thereof, the City shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 <u>ELIGIBILITY FOR INCARCERATION AT FACILITY:</u> The only inmates of City eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of City. It shall be the responsibility of the City to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

#### **MISCELLANEOUS**

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE</u>: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office

100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Jim Roberts, City Administrator

624 Burma Road

Wake Village, TX 75501

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE</u>: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Mayor, City Manager and the Chief of Police of the "City" and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 **FUNDING SOURCE:** City must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of City Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

# Signature and Execution: CITY OF WAKE VILLAGE, TEXAS BOWIE COUNTY, TEXAS City Administrator, Wake Village, Texas County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated\_\_\_\_\_) Date Signed: \_06-09-2025 Date Signed: Mayor, Wake Village, Texas **Bowie County Auditor** Chief of Police, Wake Village Texas **Bowie County Sheriff** Date Approved: 6.9.2025 Date Approved: ATTEST:

Bowie County Clerk

# INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the Dekalb Independent School District, Texas (hereinafter "DISD") on the date indicated below,

WHEREAS, DISD is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32e), Tex. Rev. Civ. Stat.), and

WHEREAS, DISD and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

#### ARTICLE I

#### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of DISD in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- MEDICAL SERVICES: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an immate.

DISD shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the rate per day.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact DISD, through its Sheriff or designated representative, as soon as possible to inform the DISD of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the DISD directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to DISD. If the hospital or health care provider refuses to bill DISD directly, DISD shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>: DISD shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to City by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. DISD shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. DISD will be contacted to determine if DISD wants to provide its own stationary guards.
- 1.05 <u>SPECIAL PROGRAMS:</u> The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 <u>LOCATION AND OPERATION OF FACILITY:</u> The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

#### **ARTICLE II**

#### FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that DISD may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE:</u> Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of DISD designated to receive the same on behalf of DISD. DISD shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of DISD under this agreement. DISD further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

#### **ARTICLE III**

#### **TERM OF AGREEMENT**

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 <u>RENEWALS:</u> This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 <u>TERMINATION</u>: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of DISD's inmates.

# ARTICLE IV

#### **ACCEPTANCE OF INMATES**

- COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house DISD's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of DISD's prisoners, or any specified number thereof, the DISD shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 <u>ELIGIBILITY FOR INCARCERATION AT FACILITY:</u> The only inmates of DISD eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 <u>INMATE SENTENCES:</u> Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of DISD. It shall be the responsibility of the DISD to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### **MISCELLANEOUS**

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE:</u> All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office 100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Dr. Donna McDaniel, Superintendent

Dekalb Independent School District

Dekalb, TX 75559

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE:</u> The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 APPROVALS: This agreement must be approved by the Superintendent, DISD and the Chief of Police of DISD and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 FUNDING SOURCE: DISD must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of DISD Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

# Signature and Execution: **BOWIE COUNTY, TEXAS** DISD County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated\_\_\_\_\_) Date Signed: 5/13/2025 Date Signed: Bowie County Auditor Bowie County Sheriff Date Approved: ATTEST: DeKalb 150 Bood Approved 5/19/2005

Bowie County Clerk

# INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the Pleasant Grove Independent School District, Texas (hereinafter "PGISD") on the date indicated below,

WHEREAS, PGISD is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, PGISD and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

#### ARTICLE I

# **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of PGISD in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- 1.02 MEDICAL SERVICES: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

PGISD shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the rate per day.

When it becomes necessary for an immate to be hospitalized, the Contractor shall contact PGISD, through its Chief or designated representative, as soon as possible to inform the PGISD of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the PGISD directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to PGISD. If the hospital or health care provider refuses to bill PGISD directly, PGISD shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>; PGISD shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.4 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to PGISD by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. PGISD shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. PGISD will be contacted to determine if PGISD wants to provide its own stationary guards.
- 1.05 SPECIAL PROGRAMS: The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

#### ARTICLE II

#### **FINANCIAL PROVISIONS**

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that PGISD may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE</u>: Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of PGISD designated to receive the same on behalf of PGISD. PGISD shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of PGISD under this agreement. PGISD further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

#### ARTICLE III

#### TERM OF AGREEMENT

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 RENEWALS: This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of PGISD's immates.

### ARTICLE IV

#### **ACCEPTANCE OF INMATES**

- 4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house PGISD's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of PGISD's prisoners, or any specified number thereof, the PGISD shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 <u>ELIGIBILITY FOR INCARCERATION AT FACILITY:</u> The only inmates of PGISD eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of PGISD. It shall be the responsibility of the PGISD to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### **MISCELLANEOUS**

- 5.1 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE:</u> All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office 100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Chad Pirtle, Superintendent

Pleasant Grove Independent School District

Texarkana, TX 75503

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE:</u> The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 APPROVALS: This agreement must be approved by the Superintendent, PGISD and the Chief of Police of PGISD and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 <u>FUNDING SOURCE:</u> PGISD must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of PGISD Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

# Signature and Execution:

PGISD	BOWIE COUNTY,	TEXAS
PGISD Superintendent	<del></del>	County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated)
Date Signed: 6 12	<u> 25 </u>	Date Signed:
M. A. D. School Board President	<u>on</u> O 000	Bowie County Auditor
Chief of Police, PGISD	salt!	Bowic County Sheriff
Chief of Police, PGISD Date Approved: 6 (2	125	Date Approved:
		ATTEST:
		Bowie County Clerk

# INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the Maud Independent School District, Texas (hereinafter "MISD") on the date indicated below,

WHEREAS, MISD is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, MISD and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

#### ARTICLE I

### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of MISD in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- MEDICAL SERVICES; The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

MISD shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the rate per day.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact MISD, through its Sheriff or designated representative, as soon as possible to inform the MISD of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the MISD directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to MISD. If the hospital or health care provider refuses to bill MISD directly, MISD shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>; MISD shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to MISD by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. MISD shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. MISD will be contacted to determine if MISD wants to provide its own stationary guards.
- 1.05 <u>SPECIAL PROGRAMS:</u> The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

#### **ARTICLE II**

### **FINANCIAL PROVISIONS**

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that MISD may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE</u>: Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of MISD designated to receive the same on behalf of MISD. MISD shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of MISD under this agreement. MISD further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

#### **ARTICLE III**

#### TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 <u>RENEWALS:</u> This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 <u>TERMINATION:</u> This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of MISD's immates.

#### **ARTICLE IV**

#### ACCEPTANCE OF INMATES

- COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house MISD's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of MISD's prisoners, or any specified number thereof, the MISD shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of MISD eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of MISD. It shall be the responsibility of the MISD to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

#### **MISCELLANEOUS**

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office 100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Dr. David Segers, Superintendent

Maud Independent School District

Maud, TX 75567

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE</u>: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 <u>PRIOR AGREEMENTS:</u> This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Superintendent, MISD and the Chief of Police of MISD and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 FUNDING SOURCE: MISD must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of MISD Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

# Signature and Execution:

MISD	BOWIE COUNTY, TEXAS	
SI lan	•	
MISD Superintendent	County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated)	
Date Signed:	Date Signed:	
R Vonio School Board President	Bowie County Auditor	-
Chief of Police, MISD	Bowie County Sheriff	
Date Approved: <u>5/12/2015</u>	Date Approved:	
	ATTEST:	
	Bowie County Clerk	

# INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the Redwater Independent School District, Texas (hereinafter "RISD") on the date indicated below,

WHEREAS, RISD is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, RISD and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

#### ARTICLE I

#### **DETENTION SERVICES**

- 1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care, and safekeeping of inmates of RISD in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides its own inmates confined in its own jail subject to the terms and conditions of this Agreement. County may contract with other entities for detention services and will maintain its own jail.
- 1.02 MEDICAL SERVICES: The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

RISD shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the rate per day.

When it becomes necessary for an immate to be hospitalized, the Contractor shall contact RISD, through its Chief or designated representative, as soon as possible to inform the RISD of the fact that the immate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or healthcare provider to bill the RISD directly for the costs of the hospitalization and/or medial care, rather than the Contractor paying the costs and billing the same to RISD. If the hospital or health care provider refuses to bill RISD directly, RISD shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoices may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 <u>MEDICAL INFORMATION</u>: RISD shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate, if known.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: Ambulance transportation (including emergency flight, etc.) is not covered by the rate per day and will be billed along with the regular monthly billing submitted to RISD by the Contractor. Contractor will provide stationary guard services at \$30.00 per hour per guard, with a minimum of two guards, as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. RISD shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services. RISD will be contacted to determine if RISD wants to provide its own stationary guards.
- 1.05 SPECIAL PROGRAMS: The rate per day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration mid under the terms mutually agreed to by the parties.
- 1.06 <u>LOCATION AND OPERATION OF FACILITY:</u> The Contractor shall provide the detention services described herein at the Bowie County Jail, in Texarkana, Texas which is operated by the Bowie County Sheriff's Office.

### ARTICLE II

### **FINANCIAL PROVISIONS**

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that RISD may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 <u>BILLING PROCEDURE:</u> Contractor shall submit an itemized invoice for the services provided each month to the Sheriff of the County, in arrears, invoices will be submitted to the officer of RISD designated to receive the same on behalf of RISD. RISD shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bowie County, Texas and shall be remitted to:

Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of RISD under this agreement. RISD further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

#### ARTICLE III

## **TERM OF AGREEMENT**

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 <u>RENEWALS</u>: This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 <u>TERMINATION:</u> This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental judicial entities which create a legal harrier to the acceptance of any of RISD's inmates.

#### ARTICLE IV

## **ACCEPTANCE OF INMATES**

- COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house RISD's immates where the housing of said immates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of immates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and immates at the facility, or result in possible violation of the constitutional rights of the immates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of RISD's prisoners, or any specified number thereof, the RISD shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of RISD eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 <u>INMATE SENTENCES:</u> Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of RISD. It shall be the responsibility of the RISD to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

### **MISCELLANEOUS**

- 5.01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE:</u> All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office 100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Kelly Burns, Superintendent

Redwater Independent School District

202 Red River Road North

Maud, TX

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE</u>: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
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- 5.07 FUNDING SOURCE: RISD must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of RISD Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

# Signature and Execution:

RISD	BOWIE COUNTY, TEXAS
DK BUSWY RISD Superintendent	County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated)
Date Signed: 5/19/45	Date Signed:
School Board President	Bowie County Auditor
Chief of Folice, RISD  Date Approved: 5/10/2	Bowie County Sheriff  Date Approved:
	ATTEST:
	Bowie County Clerk

# **INTERLOCAL COOPERATION AGREEMENT**

This Agreement is made by and entered into between Bowie County, Texas (hereinafter "Contractor") and the Simms Independent School District, Texas (hereinafter "SISD") on the date indicated below,

WHEREAS, SISD is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services political to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, SISD and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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- 1.02 MEDICAL SERVICES; The rate per day under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The rate per day shall cover the contractor's compliance with state law, and rules and regulations concerning screening for tuberculosis. The rate per day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate.

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#### ARTICLE II

## **FINANCIAL PROVISIONS**

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is \$80.49 per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that SISD may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

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Bowie County Sheriff's Office Attention: Dawn Meredith 100 North State Line Avenue Box 18 Texarkana, Texas 75501

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of SISD under this agreement. SISD further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

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#### **ARTICLE IV**

# **ACCEPTANCE OF INMATES**

- COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house SISD's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of SISD's prisoners, or any specified number thereof, the SISD shall, upon notice by the Contractors Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.
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- 4.03 <u>INMATE SENTENCES:</u> Contractor shall not be in charge or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of SISD. It shall be the responsibility of the SISD to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date.

#### **MISCELLANEOUS**

- 5:01 <u>BINDING NATURE OF AGREEMENT:</u> This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 <u>NOTICE</u>: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:

Jeffrey K. Neal, Sheriff

Bowie County Sheriff's Office

100 North State Line Avenue Box 18

Texarkana, Texas 75501

To City:

Eddy May, Superintendent

Simms Independent School District

Simms, TX 75559

- 5.03 <u>AMENDMENTS:</u> This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by respective parties hereto.
- 5.04 <u>CHOICE OF LAW AND VENUE</u>: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Texarkana, Bowie County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Bowie County, Texas.
- 5.05 **PRIOR AGREEMENTS:** This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.06 <u>APPROVALS:</u> This agreement must be approved by the Superintendent, SISD and the Chief of Police of SISD and the County Judge, Commissioners Court, County Auditor, County Sheriff and Attested by the County Clerk.
- 5.07 <u>FUNDING SOURCE:</u> SISD must pay all amounts due under this agreement from revenues available to it in accordance with their local agreements. The signature of SISD Officials below certifies that there are sufficient funds from their revenues available to meet its obligation under this agreement.

# Signature and Execution:

SISD	BOWIE COUNTY, TEXAS
Eddy i Moy SISD Superintendent	County Judge (As Authorized and Approved by the Bowie County Commissioners Court by Order Dated
Date Signed: 5-70-25	Date Signed:
Renul Meod School Board President	Bowie County Auditor
Chief of Police, SISD	Bowie County Sheriff
Date Approved: 5/13/25	Date Approved:
	Bowie County Clerk



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

Q-673747-45733.846BH

Issued: 03/i7/2025

Quote Expiration: 07/01/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 315785

Payment Terms: N30 Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Brayden Herrera Phone: Email: bherrera@axon.com Fax:	Robby McCarver Phone: (903) 798-3149 Email: robby.mccarver@bowiecounty.org Fax: (903) 792-0959

# **Quote Summary**

Program Length	60 Months	
TOTAL COST	\$44,135.20	
ESTIMATED TOTAL W/ TAX	\$44,135.20	

# **Discount Summary**

Average Savings Per Year	\$0.84
TOTAL SAVINGS	\$4.20

Total	Sep 2029	Sep 2027	Sep 2026	Sep 2025	Payment Summary  Date
\$8,827.04 \$44,135.20	\$8,827.04	\$8,827.04	\$8,827.04	Subtotal	
00.00 00.03	\$0.00	\$0.00	\$0.00	Tax	
\$8,827,04 \$44,135.20	\$8,827.04	\$8,827.04	SA 827 04	Total	

Quote Unbundled Price:

Quote List Price: Quote Subtotal: \$44,139.40 \$44,139.40

\$44,135.20

# Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qtv	Term	Unbundled	List Price	Net Price	Cultotal		
A la Carte Hardware				Diibaliajea	LISEFIICE	Net Frice	Subtotal	Tax	<u>Tota</u>
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT								
50220	AXON INTERVIEW - POE SWITCH - 8 PORT				\$64.00	\$64.00	\$64.00	\$0.00	\$64.00
74116	AXON INTERVIEW - COVERT ENCLOSURE	<del>-  </del>			\$653.00	\$653.00	\$653,00	\$0.00	\$653.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)				\$110.00	\$110.00	\$110.00	\$0.00	\$110.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	<del></del>		·	\$209.00	\$209.00	\$209,00	\$0.00	\$209.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT				\$356.00	\$356.00	\$355.00	\$0.00	\$356.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	<del>- ¦</del>			\$700.00	\$700.00	\$700,00	\$0.00	\$700.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME				\$209.00	\$209.00	\$209.00	\$0.00	\$209.00
50322	AXON INTERVIEW - TOUCH PANEL PRO		+		\$985.00	\$985.00	\$985.00	\$0.00	\$985.00
50294	AXON INTERVIEW - SERVER - LITE	<del>- 1·</del>			\$2,532.00	\$2,532.00	\$2,532.00	\$0.00	\$2,532.00
A la Carte Software			· · · · · · · · · · · · · · · · · · ·		\$2,934.00	\$2,934.00	\$5,868.00	\$0.00	\$5,868.00
	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH	<del></del>	<del></del>						
50037	PANEL-PC	1	60		\$1,500,00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		\$28.21	\$28.21	04 000 00		<del></del>
50014	AXON INTERVIEW - STREAMING SERVER LICENSE -	·			920.21	320.21	\$1,692.60	\$0.00	\$1,692.60
50041	PER SERVER	2	60		\$1,750.00	\$1,750.00	\$3,500,00	\$0.00	\$3,500,00
50043	AXON INTERVIEW - STREAMING SERVER	1							
	MAINTENANCE - PER SERVER		60		\$32.98	\$32,98	\$3,957.60	\$0.00	\$3,957.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	60	-	\$111,75	S111.75	\$13,410.00	\$0.00	C12 440 00
ProLicense	Pro License Bundle	1	60		\$48.82				\$13,410.00
A la Carte Services					340.02	\$48.75	\$2,925.00	\$0.00	\$2,925.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER	<del></del> .			<del></del>				
	ROOM)	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
A la Carte Warranties			<del></del>		<del></del>				40,000.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1			\$464,00	\$464.00	C4C4 00		
Total				<del></del>	3404,00	\$464.00	\$464.00	\$0.00	\$464.00
			infan-i				\$44,135.20	\$0.00	\$44,135.20

# **Delivery Schedule**

Hardware

Bundle	ltem	Description	QTY	Chinal and	77 47 - 4 - 1 To 11 - 12 - 13 - 13 - 13 - 13 - 13 - 13 -
A la Carte		AXON INTERVIEW - CAMERA - COVERT SENSOR		Shipping Location	Estimated Delivery Date
A la Carte		AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	<del></del>	1	09/01/2025 09/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	i	09/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	11	1	09/01/2025

#### Hardware

Bundle	İtem	Description			
A la Carte	50220		QTY	Shipping Location	Estimated Delivery Date
A la Carte		AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	09/01/2025
A la Carte	50294	AXON INTERVIEW - SERVER - LITE	2	1	09/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	1	09/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	1		
	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	<del></del>		09/01/2025
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	<del></del>		09/01/2025
		TOTAL TOTAL OUTLING ENOUGHE	<u></u>	1	09/01/2025

#### Software

Bundle	Item				
Pro License Bundle		Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	10/01/2025	09/30/2030
	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	10/01/2025	09/30/2030
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL- PC	1	10/01/2025	09/30/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	1	10/01/2025	09/30/2030
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	10/01/2025	09/30/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	10/01/2025	09/30/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	10/01/2025	09/30/2030

#### Services

Bundle Item	1 Description	
A la Carte 8517	OTY	
	0 AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	

## Warranties

Bringle	ltem Des	cription	ATV	
A la Carte			QTY Estimated Sta	art Date Estimated End Date
	101046 AAC	N INTERVIEW - EXT WARRANTY - 5 YEARS	1	

#### Shipping Locations

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

## Payment Details

Sep 2025						
Invoice Plan	Item	Description	Ott			
Year 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	Qty	Subtotal	Tax	Tota
Year 1	50037	AYON INTERVIEW CHENT CONTINUES PER TOUCH CONTINUES	1	\$92.80	\$0.00	\$92.80
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$0.00	\$300.00
Year 1	50041	AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	1	\$338.52	\$0.00	\$338,52
Year 1	50043	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 1	50045	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791,52	\$0.00	\$791.52
Year 1	50114	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
Year 1		AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$71,20	\$0.00	\$71.20
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41.80	\$0.00	\$41.80
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41,80	\$0.00	
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	<del>- i -</del>	\$140.00		\$41.80
	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	<del></del>		\$0.00	\$140.00
Year 1	50294	AXON INTERVIEW - SERVER - LITE	<del></del>	\$130.60	\$0.00	\$130.60
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	_ <	\$1,173.60	\$0.00	\$1,173.60
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO		\$197.00	\$0.00	\$197.00
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$506.40	\$0.00	\$506.40
Year 1	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	\$12.80	\$0.00	\$12.80
Year 1	85170	AVON INTERVIEW - COVERT ENCLUSURE	1	\$22.00	\$0.00	\$22,00
Year 1	ProLicense	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$1,000.00	\$0,00	\$1,000,00
Total	11000000	Pro License Bundle	1	\$585.00	\$0.00	\$585,00
7 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	<u> </u>	- the state of the		\$8,827.04	\$0.00	\$8,827.04

Sep 2026					<u> </u>	
Invoice Plan	Item	Description				
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	Qty	Subtotal	Tax	Total
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$92.80	\$0.00	\$92.80
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$300.00	\$0.00	\$300.00
Year 2	50041	AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	1	\$338.52	\$0.00	\$338.52
Year 2	50043	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 2	50045	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 2	50114	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682,00	\$0.00	\$2,682.00
Year 2		AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$71,20	\$0.00	\$71.20
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41.80	\$0.00	\$41.80
	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41.80	\$0.00	
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	<del>- i</del>	\$140.00		\$41.80
Year 2	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	<del></del>		\$0.00	\$140,00
Year 2	50294	AXON INTERVIEW - SERVER - LITE	<del></del>	\$130,60	\$0,00	\$130.60
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME		\$1,173.60	\$0.00	\$1,173.60
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO		\$197.00	\$0.00	\$197.00
Year 2	74056		1	\$506.40	\$0,00	\$506,40
Year 2	74116	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Year 2	85170	AXON INTERVIEW - COVERT ENCLOSURE	1	\$22.00	\$0.00	\$22.00
Year 2	ProLicense	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$1,000.00	\$0.00	\$1,000.00
1001 2	rioLicense	Pro License Bundle	1	\$585.00	\$0.00	\$585.00

Invoice Plan Total	ltem	Description	Qty	Subtotal	Tax	Total
Total	·			\$8,827.04	\$0.00	\$8,827.04
Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal		
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	\$92.80	Tax \$0.00	Total
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC		\$300.00	\$0.00	\$92.80
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	<del>- i</del>	\$338.52	\$0.00	\$300.00 \$338.52
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	<u>2</u>	\$791.52	\$0.00	\$791.52
rear 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
rear 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$71.20	\$0.00	\$71,20
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41.80	\$0.00	\$41.80
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41.80	\$0.00	\$41.80
Year 3 Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$140,00	\$0.00	\$140.00
	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	\$130.60	\$0.00	\$130.60
Year 3	50294	AXON INTERVIEW - SERVER - LITE	2 .	\$1,173.60	\$0.00	\$1,173.60
Year 3 Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	\$197.00	\$0.00	\$197.00
rear 3 Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	\$506.40	\$0.00	\$506.40
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
rear 3	74116 85170	AXON INTERVIEW - COVERT ENCLOSURE	1	\$22.00	\$0.00	\$22.00
ear 3	<del></del>	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$1,000.00	\$0.00	\$1,000.00
Total	ProLicense	Pro License Bundle	11	\$585.00	\$0.00	\$585.00
i Olai				\$8,827.04	\$0.00	\$8,827.04
						- "
		· · · · · · · · · · · · · · · · · · ·			<del></del>	
nvoice Plan	<u>ltem</u>	Description	Otv	Subtotal	Tav	Tatal
nvoice Plan Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	Qty 1	Cantotal	Tax sono	Total
nvoice Plan (ear 4 (ear 4	101648 50037	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	Qty 1	\$92.80	\$0.00	\$92.80
nvoice Plan Year 4 Year 4 Year 4	101648 50037 50039	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	Qty 1 1 1	\$92.80 \$300.00	\$0.00 \$0.00	\$92.80 \$300.00
nvoice Plan Year 4 Year 4 Year 4 Year 4	101648 50037 50039 50041	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1 1 1	\$92.80 \$300.00 \$338.52	\$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52
nvoice Plan fear 4 fear 4 fear 4 fear 4 fear 4	101648 50037 50039 50041 50043	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	1 1 1 2	\$92.80 \$300.00 \$338.52 \$700.00	\$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00
nvoice Plan fear 4 fear 4 fear 4 fear 4 fear 4 fear 4	101648 50037 50039 50041 50043 50045	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM LINLIMITED	1 1 1	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52
nvoice Plan fear 4 fear 4 fear 4 fear 4 fear 4 fear 4 fear 4	101648 50037 50039 50041 50043 50045 50114	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR	1 1 1 2 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00
nvoice Plan Year 4 Year 4 Year 4 Year 4 Year 4 Year 4 Year 4 Year 4	101648 50037 50039 50041 50043 50045 50114 50118	AXON INTERVIEW - EXT WARRANTY - 5 YEARS  AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC  AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER  AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER  AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED  AXON INTERVIEW - CAMERA - COVERT SENSOR  AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1 1 1 2 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20
nvoice Plan /ear 4 /ear 4 /ear 4 /ear 4 /ear 4 /ear 4 /ear 4 /ear 4 /ear 4	101648 50037 50039 50041 50043 50045 50114 50118	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1 1 2 2 2 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80
nvoice Plan fear 4	101648 50037 50039 50041 50043 50045 50114 50118 50118 50218	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1 1 2 2 2 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20 \$41.80	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80
nvoice Plan fear 4	101648 50037 50039 50041 50043 50045 50114 50118 50118 50218 50220	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - CAMERA - COVERT MAIN UNIT AXON INTERVIEW - POE SWITCH - 8 PORT	1 1 2 2 2 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20 \$41.80 \$41.80	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80 \$41.80
revoice Plan fear 4	101648 50037 50039 50041 50043 50045 50114 50118 50118 50218 50220 50294	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - CAMERA - COVERT MAIN UNIT AXON INTERVIEW - POE SWITCH - 8 PORT AXON INTERVIEW - SERVER - LITE	1 1 2 2 2 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20 \$41.80 \$41.80 \$140.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80 \$41.80 \$140.00
rvoice Plan fear 4	101648 50037 50039 50041 50043 50045 50114 50118 50118 50218 50220 50294 50298	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - CAMERA - COVERT MAIN UNIT AXON INTERVIEW - POE SWITCH - 8 PORT AXON INTERVIEW - SERVER - LITE AXON INTERVIEW - CAMERA - OVERT DOME	1 1 2 2 2 2 1 1 1 1 1	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20 \$41.80 \$41.80 \$140.00 \$130.60	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80 \$41.80 \$140.00 \$130.60
revoice Plan  Year 4	101648 50037 50039 50041 50043 50045 50114 50118 50118 50218 50220 50294 50298 50322	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - CAMERA - COVERT MAIN UNIT AXON INTERVIEW - POE SWITCH - 8 PORT AXON INTERVIEW - SERVER - LITE AXON INTERVIEW - CAMERA - OVERT DOME AXON INTERVIEW - CAMERA - OVERT DOME AXON INTERVIEW - CAMERA - OVERT DOME AXON INTERVIEW - TOUCH PANEL PRO	1 1 2 2 2 2 1 1 1 1 1 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20 \$41.80 \$41.80 \$140.00 \$130.60 \$1,173.60	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80 \$41.80 \$140.00 \$130.60 \$1,173.60
rvoice Plan (ear 4	101648 50037 50039 50041 50043 50045 50114 50118 50118 50218 50220 50294 50294 50322 74056	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - CAMERA - COVERT MAIN UNIT AXON INTERVIEW - POE SWITCH - 8 PORT AXON INTERVIEW - SERVER - LITE AXON INTERVIEW - CAMERA - OVERT DOME AXON INTERVIEW - CAMERA - OVERT DOME AXON INTERVIEW - TOUCH PANEL PRO AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1 1 2 2 2 2 1 1 1 1 1 2	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20 \$41.80 \$41.80 \$41.80 \$140.00 \$130.60 \$1,173.60 \$197.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80 \$41.80 \$140.00 \$130.60 \$1,173.60 \$197.00
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Invoice Plan Year 4	101648 50037 50039 50041 50043 50045 50114 50118 50118 50218 50220 50294 50294 50292 74056 74116 85170 Prolicense	AXON INTERVIEW - EXT WARRANTY - 5 YEARS AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON INTERVIEW - CAMERA - COVERT SENSOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - MIC - WIRED (STANDARD MIC) AXON INTERVIEW - CAMERA - COVERT MAIN UNIT AXON INTERVIEW - POE SWITCH - 8 PORT AXON INTERVIEW - SERVER - LITE AXON INTERVIEW - CAMERA - OVERT DOME AXON INTERVIEW - TOUCH PANEL PRO AXON INTERVIEW - TOUCH PANEL WALL MOUNT AXON INTERVIEW - COVERT ENCLOSURE AXON INTERVIEW - COVERT ENCLOSURE AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1 1 2 2 2 1 1 1 1 1 2 1 1 1 1 1 1 1 1 1	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2.682.00 \$71.20 \$41.80 \$41.80 \$140.00 \$130.60 \$1,173.60 \$197.00 \$506.40 \$12.80 \$22.00 \$1,000.00 \$585.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$92.80 \$300.00 \$338.52 \$700.00 \$791.52 \$2,682.00 \$71.20 \$41.80 \$140.00 \$130.60 \$1,173.60 \$197.00 \$506.40 \$12.80 \$22.00 \$1,000.00

Sep 2029						
Invoice Plan	ltem	Description	Qtv	Subtotal	·	<del></del>
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	<u> </u>		Tax	Total
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER		\$338.52	\$0,00	\$338.52
Year 5	50043	AYON INTERVIEW CIDEAMING CERVER LICENSE - PER SERVER	. 2	\$700.00	\$0.00	\$700.00
Year 5	50045	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791,52	\$0.00	\$791.52
Year 5	50114	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,682.00	\$0.00	\$2,682.00
Year 5	50118	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$71.20	\$0.00	\$71.20
Year 5		AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41.80	\$0.00	\$41.80
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$41,80	\$0.00	\$41.80
	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$140.00	\$0.00	\$140.00
Year 5	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	\$130.60	\$0.00	\$130,60
Year 5	50294	AXON INTERVIEW - SERVER - LITE	· •	\$1,173,60	\$0.00	\$1,173.60
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	<del></del>	\$197.00		
Year 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	<del></del> ;	\$506.40	\$0.00	\$197.00
Year 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT			\$0.00	\$506.40
Year 5	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	\$12.80	\$0.00	\$12.80
Year 5	85170		1	\$22.00	\$0.00	\$22.00
Year 5	ProLicense	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$1, <u>0</u> 00.00	\$0.00	\$1,000.00
Total	1 TOLICEIDS	Pro License Bundle	1	\$585.00	\$0.00	\$585.00
10101	······································			\$8,827,04	\$0.00	\$8,827,04

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

#### Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

#### ACEIP:

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

#### Acceptance of Terms:

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

# Exceptions to Standard Terms and Conditions

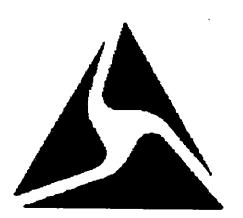
Agency has existing contract(s) originated via Quote(s): Q-252749

These contracts expire effective 10/1/2025.

Signature

Date Signed

3/17/2025



STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR BOWIE COUNTY SHERIFF'S OFFICE - TX ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



# 1. PROJECT OVERVIEW:

## 1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

Axon Interview Room

## 1.2 DEFINITIONS

TERM 5	DEFINITION
PARTIES	
Agency	Bowie County Sheriff's Office - TX who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTON	E \$
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



## 1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



# 2. PROFESSIONAL SERVICES:

## 2.1 GENERAL

Axon will provide a project manager throughout entire project.

## 2.2 HARDWARE



#### 2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

## 2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
- o Hardware Wiring
- Hardware Mounting
- Hardware Functionality
- Firmware Updates
- o Software Install and Configuration
- o Functional Test of all features

#### 2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



# 3. PROJECT MANAGEMENT:

### 3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

#### 3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

#### 3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



# 4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ldentify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



# 5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



# 6. TERM'S AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.	AGENCY
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



# ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:	
Axon Product or Service:	
•	
Change Order Details	
AVON ENTERPRISE	
AXON ENTERPRISE, INC.	AGENCY
Signature:	Signature:
Name:	
	Name:
Title:	Title:
Date:	Date:

#### INVOCATION

Commissioner Pct. 3-James Strain, DeKalb, TX

#### PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

# COMMISSIONERS COURT MINUTES JUNE 9, 2025

BE IT REMEMBERED, that on this 9<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 2025 with the HONORABLE JUDGE BOBBY L. HOWELL present and presiding with the following Commissioners being present.

Sammy Stone Commissioner Pct. #1
Tom Whitten (absent) 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 9:01 A.M. when the following ORDERS, JUDGMENTS and DECREES were had and ORDERED spread upon the minutes of the Court to-wit.

- Item 1: Public Comments were made by Kenneth Payne, Texarkana, TX.
- Item 2: There was no Commissioners Court response to Public Comments.
- Item 3: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to approve a Resolution Requesting the Resale of Properties acquired by the Bowie Central Appraisal District, Trustee at Delinquent Tax Sales as presented (Exhibit A).

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

Item 4: On this 9th day of June, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to authorize the County Judge to sign Scheduled Service Agreements with TRANE for Bowie County Plaza, 601 Main Street and Bowie County Courthouse.

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

Item 5: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve a Service Contract with Camco Elevator for the Bowie County Annex.

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

- Item 6: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve a Memorandum of Agreement between the Texas Animal Health Commission 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 7: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Bond of Katelyn Derrick as Assistant Auditor.

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

Item 8: On this 9<sup>th</sup> day of June 2025, a motion was made by Commissioner Mike Carter 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 9: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the Auditor's Monthly Report for May, 2025

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

- Item 10: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve budget adjustments (line-item transfers). Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.
- Item 11: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to approve payment of accounts payable.

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

  Motion carried.

Item 12: On this 9<sup>th</sup> day of June, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the minutes as an Order of the Court (May 27, 2025-Regular Session and June 2, 2025-Special Session).

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

Motion carried.

Item 13: There was no Adjournment for Executive Session pursuant to the following Sections:

- a. Section 551.071 of the Texas Government Code: Consultation with attorney regarding legal issue 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 14: 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 9<sup>th</sup> day of June, 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 vote yes and none voted no. Motion carried.

THE ABOVE FOREGOING MIN	UTES OF COMMISSION	ERS 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 COMMISSION BOWIE COUNTY, TEXAS	eks couki	