

**INTERLOCAL COOPERATION AGREEMENT
BOWIE COUNTY, TEXAS – TEXAMERICAS CENTER
(TEXAS RURAL BUSINESS FUND)**

This Agreement is made and entered into by and between Bowie County, Texas, and TexAmericas Center pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and in consideration of the premises and the mutual promises, covenants and agreements contained herein.

RECITALS

WHEREAS, Bowie County is a political subdivision of the State of Texas organized and operating pursuant to the provisions of the Texas Constitution and the statutes of the State of Texas; and

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas organized and operating pursuant to the provisions of Chapter 3503 of the Texas Special District Local Laws Code; and

WHEREAS, Bowie County will file one or more Applications with the Texas Department of Agriculture, Office of Rural Affairs, Texas Rural Business Fund Program, for grants of infrastructure funds to assist in the development and support of projects located upon property of TexAmericas Center; and

WHEREAS, TexAmericas Center as the local redevelopment authority designated by the United States Department Defense has received and administered numerous grants to redevelop property owned by TexAmericas Center and formerly known as Red River Army Depot and Lone Star Army Ammunition Plant that have been either realigned or closed pursuant to the provisions of the Base Realignment and Closure Act; and

WHEREAS, if and when Bowie County's Applications under the Texas Rural Business Fund program are approved, TexAmericas Center is required to assist Bowie County in applying for the Texas Rural Business Fund Administrative Grant: including but not limited to and adapting the application to the specifications of the application and complying with the terms of the Texas Rural Business Fund Infrastructure Grant; and

WHEREAS, TexAmericas Center has agreed to work with Bowie County, and TexAmericas will serve as the administrator and program manager to administer the grant funds;

NOW, THEREFORE, it is agreed by and between Bowie County, Texas, and TexAmericas Center as follows:

1. Bowie County agrees to disburse to TexAmericas Center grant funds received from the Texas Rural Business Fund Infrastructure Program Grants for projects to be used by TexAmericas Center in accordance with the terms of the grants.
2. TexAmericas Center agrees to administer the grant funds in accordance with the terms of the grant and all applicable statutes, regulations and rules regarding use of the grant funds.
3. TexAmericas Center agrees to competitively procure the services, materials, labor, equipment and related items in accordance with the laws of the State of Texas and the program regulations and rules as may be applicable, and in the absence of such statutes, rules and regulations, in accordance with the requirements applicable to Bowie County, Texas, for acquisition of such services, materials and equipment.
4. TexAmericas Center agrees to provide program oversight and administrative support to ensure that the terms of the grant are fully complied with. In this regard, TexAmericas Center agrees to produce any and all reports required by the grant program and to present the same to Bowie County for approval and execution and submittal to the State of Texas.
5. In the event the State of Texas requires Bowie County to repay to the State of Texas part of or all of the grant funds, TexAmericas Center shall provide to Bowie County the amount which Bowie County is required to refund to the State. TexAmericas Center agrees to make this commitment to provide the funds necessary to be repaid to the State of Texas as consideration for the improvements that will be made to or for the benefit of the property of TexAmericas Center using the grant funds.
6. For purposes of the performance of this Interlocal Contract, the parties designate TexAmericas Center as the administrative entity to perform all requirements under the grant on behalf of Bowie County and to prepare all documents and reports and present the same to Bowie County for review, approval and submission to the State of Texas in compliance with the requirements of the grant.
7. The term of this agreement shall be for a period of three (3) years commencing upon its approval by the later of the parties to execute the same; provided, however, the provisions of paragraph 5 shall continue after the end of the term and be fully binding upon TexAmericas Center thereafter.
8. Each party paying or receiving credit for payment must make those payments or receive credits from current revenues available to that party.
9. This Agreement shall be governed exclusively by the laws of the State of Texas and the laws of the United States of America, where applicable.

10. In construing this Agreement, neither of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
11. The parties to this Contract are Independent Contractors. No party shall exercise control over either the performance of the other party or the employees of any other party; and no party shall be deemed to be the agent, employee or representative of any other party.
12. The parties designate the following persons as their respective representatives for any communications pertaining to this Agreement:

BOWIE COUNTY, TEXAS
Attn: County Judge
Bowie County Courthouse
710 James Bowie Drive
New Boston, Texas 875570

TEXAMERICAS CENTER
Attn: Executive Director/CEO
107 Chapel Lane
New Boston, Texas 75570

13. Should any portion of this Agreement be determined or declared invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
14. This Agreement may be amended only by a written document signed by the duly authorized representatives of the parties hereto.
15. This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld; however, this provision shall not and does not prohibit TexAmericas Center from contracting with third parties to provide the services, materials, labor and equipment necessary to fulfill the terms of the grant.
16. In the event of a dispute arising under this Agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute, in accordance with the Interlocal Cooperation Act, Section 791.015, the parties shall submit any disputes arising under this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code. Each party shall pay its own costs and expenses, including attorney's fees, incurred during any facet of dispute resolution.
17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. This Agreement shall be effective upon the date of the last of the parties to execute the same.

BOWIE COUNTY, TEXAS

By: _____
Bobby Howell, County Judge

Date: _____

APPROVED AS TO FORM:

Randle Smolarz, Assistant District Attorney
Bowie County, Texas

TEXAMERICAS CENTER

By: _____
Scott Norton,
Executive Director/CEO

Date: _____

APPROVED AS TO FORM:

Raymond W. Jordan, Legal Counsel

Bowie County

Early Voting and Election Day Supplemental Appointments November 8, 2022, General/Joint Election

Early Voting

Loc# Alternate Judge

EV2 Helen Reed-Lee

Election Day

Loc# Alternate Judge

ED-08 Travis Ryden

ED-11 Jean Matlock

ED-22 Rephonnie Roberts

INTERLOCAL AGREEMENT

This Agreement is entered into by and between Bowie County, Texas, herein referred to as "County", and the City of Hooks, Texas, herein referred to as "City".

RECITALS

WHEREAS, the City has an equipped and staffed Volunteer Fire Department; and

WHEREAS, such Volunteer Fire Department provides fire and rescue services for the City and surrounding area; and

WHEREAS, the County does not have or offer fire and rescue services for the unincorporated areas of the County; and

WHEREAS, the County and the City desire to enter an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, V.A.T.S. Government Code 791.001 et seq; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto desire to cooperate with each other and do mutually agree as follows:

I. PAYMENTS FOR SERVICES RENDERED

The City hereby agrees to provide fire and rescue services, within its means, to the unincorporated area surrounding the City.

The County agrees to pay the City for such services in the amount of \$500.00 per month on the first day of each month for services rendered during the ensuing month. Such payments shall be payable to the City.

II. AUTHORIZATION

This Agreement shall be duly authorized by the governing body of each party as evidenced by a duly enacted ordinance, order, or reflected in the minutes of the meetings of the respective governing bodies, and subsequently evidenced by the signatures of the County Judge and the Mayor or such duly appointed representative on this Agreement as the ordinance, order or minutes may state. The amount stated for services to be rendered as herein provided shall be duly appropriated and budgeted. Failure of a party to authorize this Agreement shall render this Agreement null and void as to the party that fails to authorize this Agreement.

III. TERMINATION FOR NON-FUNDING

Notwithstanding anything contained herein to the contrary, the County, paying for the Services as herein provided, shall make such payments from current revenues available to the County. In the event no funds or sufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments as provided herein, the County shall notify the City in writing within five (5) days of such occurrence. The City may then terminate this Agreement by notifying the County in writing upon receiving such written notice from County. Also, the City may terminate this Agreement by providing written notice of such termination to the County not less than thirty (30) days prior to the first day of any fiscal period of the County during which the County's payments are scheduled. Upon any such termination, all of the City's right, title, and interest in and of its obligations under this Agreement shall terminate effective on the last day of the last fiscal period of the County for which such and appropriation was made.

GENERAL PROVISIONS

A. Commencement

This Interlocal Agreement shall commence and become effective on the date of its execution by all parties hereto or October 1, 2022, whichever is earlier. This Interlocal Agreement shall continue in force and effect until the 30th day of September 2023, unless earlier terminated by thirty (30) days written notice from either party to the other.

B. Renewal

This Interlocal Agreement shall automatically be renewed on October 1, 2023, for one (1) year and will automatically renewed each year for one year thereafter unless either party provides thirty (30) days written notice to the other party that an amendment or termination is necessary, except as provided in Section III hereof.

C. Alteration, Amendment, or Modification

This Interlocal Agreement may not be altered, amended, or modified except in writing signed by both the County Judge and Mayor when authorized by the respective governing bodies of the parties hereto. This Agreement contains all commitments and agreements of the parties, and no other oral or written commitment shall have any force or effect not contained herein. Any proposed amendments shall not become effective until approved, in writing, by the parties hereto pursuant to the terms and conditions of this Agreement.

D. Severability

If any provision of this Interlocal Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Interlocal Agreement.

F. Breach

Should any party not fulfill the requirements within this Agreement, the non-breaching party shall have all rights available at law or in equity to remedy the breach.

G. Non-Waiver

The waiver by either party of a breach of this Interlocal Agreement shall not constitute a continuing waiver of such breach or a subsequent breach of the same or a different provision.

H. Headings

The headings at the beginning of the various provisions of agreement have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

J. Notice

Notices to the parties hereto shall be in writing, and may be delivered, or sent postage paid by certified mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt of hand delivery, and three (3) days after deposit in the U.S. Mail in case of mailing. The address of the parties hereto for all purposes under this Agreement and for all notices hereunder shall be:

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Hooks
c/o Mayor
603 E Ave A
Hooks, Texas 75561

Delivered to.

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Hooks
c/o Mayor
603 E Ave A
Hooks, Texas 75561

Signed this the _____, 2022.

Bowie County, Judge

Bowie County, Clerk

City of Hooks, Mayor

City of Hooks, City Secretary

INTERLOCAL AGREEMENT

This Agreement is entered into by and between Bowie County, Texas, herein referred to as "County", and the City of Maud, Texas, herein referred to as "City".

RECITALS

WHEREAS, the City has an equipped and staffed Volunteer Fire Department; and

WHEREAS, such Volunteer Fire Department provides fire and rescue services for the City and surrounding area; and

WHEREAS, the County does not have or offer fire and rescue services for the unincorporated areas of the County; and

WHEREAS, the County and the City desire to enter an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, V.A.T.S. Government Code 791.001 et seq; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto desire to cooperate with each other and do mutually agree as follows:

I. PAYMENTS FOR SERVICES RENDERED

The City hereby agrees to provide fire and rescue services, within its means, to the unincorporated area surrounding the City.

The County agrees to pay the City for such services in the amount of \$500.00 per month on the first day of each month for services rendered during the ensuing month. Such payments shall be payable to the City.

II. AUTHORIZATION

This Agreement shall be duly authorized by the governing body of each party as evidenced by a duly enacted ordinance, order, or reflected in the minutes of the meetings of the respective governing bodies, and subsequently evidenced by the signatures of the County Judge and the Mayor or such duly appointed representative on this Agreement as the ordinance, order or minutes may state. The amount stated for services to be rendered as herein provided shall be duly appropriated and budgeted. Failure of a party to authorize this Agreement shall render this Agreement null and void as to the party that fails to authorize this Agreement.

III. TERMINATION FOR NON-FUNDING

Notwithstanding anything contained herein to the contrary, the County, paying for the Services as herein provided, shall make such payments from current revenues available to the County. In the event no funds or sufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments as provided herein, the County shall notify the City in writing within five (5) days of such occurrence. The City may then terminate this Agreement by notifying the County in writing upon receiving such written notice from County. Also, the City may terminate this Agreement by providing written notice of such termination to the County not less than thirty (30) days prior to the first day of any fiscal period of the County during which the County's payments are scheduled. Upon any such termination, all of the City's right, title, and interest in and of its obligations under this Agreement shall terminate effective on the last day of the last fiscal period of the County for which such and appropriation was made.

GENERAL PROVISIONS

A. Commencement

This Interlocal Agreement shall commence and become effective on the date of its execution by all parties hereto or October 1, 2022, whichever is earlier. This Interlocal Agreement shall continue in force and effect until the 30th day of September 2023, unless earlier terminated by thirty (30) days written notice from either party to the other.

B. Renewal

This Interlocal Agreement shall automatically be renewed on October 1, 2023, for one (1) year and will automatically renewed each year for one year thereafter unless either party provides thirty (30) days written notice to the other party that an amendment or termination is necessary, except as provided in Section III hereof.

C. Alteration, Amendment, or Modification

This Interlocal Agreement may not be altered, amended, or modified except in writing signed by both the County Judge and Mayor when authorized by the respective governing bodies of the parties hereto. This Agreement contains all commitments and agreements of the parties, and no other oral or written commitment shall have any force or effect not contained herein. Any proposed amendments shall not become effective until approved, in writing, by the parties hereto pursuant to the terms and conditions of this Agreement.

D. Severability

If any provision of this Interlocal Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Interlocal Agreement.

F. Breach

Should any party not fulfill the requirements within this Agreement, the non-breaching party shall have all rights available at law or in equity to remedy the breach.

G. Non-Waiver

The waiver by either party of a breach of this Interlocal Agreement shall not constitute a continuing waiver of such breach or a subsequent breach of the same or a different provision.

H. Headings

The headings at the beginning of the various provisions of agreement have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

J. Notice

Notices to the parties hereto shall be in writing, and may be delivered, or sent postage paid by certified mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt of hand delivery, and three (3) days after deposit in the U.S. Mail in case of mailing. The address of the parties hereto for all purposes under this Agreement and for all notices hereunder shall be:

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Maud
c/o Mayor
203 Main Street
Maud, Texas 75567

Delivered to.

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Maud
c/o Mayor
203 Main Street
Maud, Texas 75567

Signed this the _____, 2022.

Bowie County, Judge

Bowie County, Clerk

City of Maud, Mayor

City of Maud, City Secretary

INTERLOCAL AGREEMENT

This Agreement is entered into by and between Bowie County, Texas, herein referred to as "County", and the City of Nash, Texas, herein referred to as "City".

RECITALS

WHEREAS, the City has an equipped and staffed Volunteer Fire Department; and

WHEREAS, such Volunteer Fire Department provides fire and rescue services for the City and surrounding area; and

WHEREAS, the County does not have or offer fire and rescue services for the unincorporated areas of the County; and

WHEREAS, the County and the City desire to enter an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, V.A.T.S. Government Code 791.001 et seq; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto desire to cooperate with each other and do mutually agree as follows:

I. PAYMENTS FOR SERVICES RENDERED

The City hereby agrees to provide fire and rescue services, within its means, to the unincorporated area surrounding the City.

The County agrees to pay the City for such services in the amount of \$500.00 per month on the first day of each month for services rendered during the ensuing month. Such payments shall be payable to the City.

II. AUTHORIZATION

This Agreement shall be duly authorized by the governing body of each party as evidenced by a duly enacted ordinance, order, or reflected in the minutes of the meetings of the respective governing bodies, and subsequently evidenced by the signatures of the County Judge and the Mayor or such duly appointed representative on this Agreement as the ordinance, order or minutes may state. The amount stated for services to be rendered as herein provided shall be duly appropriated and budgeted. Failure of a party to authorize this Agreement shall render this Agreement null and void as to the party that fails to authorize this Agreement.

III. TERMINATION FOR NON-FUNDING

Notwithstanding anything contained herein to the contrary, the County, paying for the Services as herein provided, shall make such payments from current revenues available to the County. In the event no funds or sufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments as provided herein, the County shall notify the City in writing within five (5) days of such occurrence. The City may then terminate this Agreement by notifying the County in writing upon receiving such written notice from County. Also, the City may terminate this Agreement by providing written notice of such termination to the County not less than thirty (30) days prior to the first day of any fiscal period of the County during which the County's payments are scheduled. Upon any such termination, all of the City's right, title, and interest in and of its obligations under this Agreement shall terminate effective on the last day of the last fiscal period of the County for which such and appropriation was made.

GENERAL PROVISIONS

A. Commencement

This Interlocal Agreement shall commence and become effective on the date of its execution by all parties hereto or October 1, 2022, whichever is earlier. This Interlocal Agreement shall continue in force and effect until the 30th day of September 2023, unless earlier terminated by thirty (30) days written notice from either party to the other.

B. Renewal

This Interlocal Agreement shall automatically be renewed on October 1, 2023, for one (1) year and will automatically renewed each year for one year thereafter unless either party provides thirty (30) days written notice to the other party that an amendment or termination is necessary, except as provided in Section III hereof.

C. Alteration, Amendment, or Modification

This Interlocal Agreement may not be altered, amended, or modified except in writing signed by both the County Judge and Mayor when authorized by the respective governing bodies of the parties hereto. This Agreement contains all commitments and agreements of the parties, and no other oral or written commitment shall have any force or effect not contained herein. Any proposed amendments shall not become effective until approved, in writing, by the parties hereto pursuant to the terms and conditions of this Agreement.

D. Severability

If any provision of this Interlocal Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Interlocal Agreement.

F. Breach

Should any party not fulfill the requirements within this Agreement, the non-breaching party shall have all rights available at law or in equity to remedy the breach.

G. Non-Waiver

The waiver by either party of a breach of this Interlocal Agreement shall not constitute a continuing waiver of such breach or a subsequent breach of the same or a different provision.

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Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Nash
c/o Mayor
119 Elm Street
Nash, Texas 75569

Delivered to.

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Nash
c/o Mayor
119 Elm Street
Nash, Texas 75569

Signed this the _____, 2022.

Bowie County, Judge

Bowie County, Clerk

City of Nash, Mayor

City of Nash, City Secretary

INTERLOCAL AGREEMENT

This Agreement is entered into by and between Bowie County, Texas, herein referred to as "County", and the City of New Boston, Texas, herein referred to as "City".

RECITALS

WHEREAS, the City has an equipped and staffed Volunteer Fire Department; and

WHEREAS, such Volunteer Fire Department provides fire and rescue services for the City and surrounding area; and

WHEREAS, the County does not have or offer fire and rescue services for the unincorporated areas of the County; and

WHEREAS, the County and the City desire to enter an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, V.A.T.S. Government Code 791.001 et seq; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto desire to cooperate with each other and do mutually agree as follows:

I. PAYMENTS FOR SERVICES RENDERED

The City hereby agrees to provide fire and rescue services, within its means, to the unincorporated area surrounding the City.

The County agrees to pay the City for such services in the amount of \$500.00 per month on the first day of each month for services rendered during the ensuing month. Such payments shall be payable to the City.

II. AUTHORIZATION

This Agreement shall be duly authorized by the governing body of each party as evidenced by a duly enacted ordinance, order, or reflected in the minutes of the meetings of the respective governing bodies, and subsequently evidenced by the signatures of the County Judge and the Mayor or such duly appointed representative on this Agreement as the ordinance, order or minutes may state. The amount stated for services to be rendered as herein provided shall be duly appropriated and budgeted. Failure of a party to authorize this Agreement shall render this Agreement null and void as to the party that fails to authorize this Agreement.

III. TERMINATION FOR NON-FUNDING

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GENERAL PROVISIONS

A. Commencement

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B. Renewal

This Interlocal Agreement shall automatically be renewed on October 1, 2023, for one (1) year and will automatically renewed each year for one year thereafter unless either party provides thirty (30) days written notice to the other party that an amendment or termination is necessary, except as provided in Section III hereof.

C. Alteration, Amendment, or Modification

This Interlocal Agreement may not be altered, amended, or modified except in writing signed by both the County Judge and Mayor when authorized by the respective governing bodies of the parties hereto. This Agreement contains all commitments and agreements of the parties, and no other oral or written commitment shall have any force or effect not contained herein. Any proposed amendments shall not become effective until approved, in writing, by the parties hereto pursuant to the terms and conditions of this Agreement.

D. Severability

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Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of New Boston
c/o Mayor
PO Box 5
New Boston, Texas 75570

Delivered to.

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of New Boston
c/o Mayor
PO Box 5
New Boston, Texas 75570

Signed this the _____, 2022.

Bowie County, Judge

Bowie County, Clerk

City of New Boston, Mayor

City of New Boston, City Secretary

INTERLOCAL AGREEMENT

This Agreement is entered into by and between Bowie County, Texas, herein referred to as "County", and the City of Wake Village, Texas, herein referred to as "City".

RECITALS

WHEREAS, the City has an equipped and staffed Volunteer Fire Department; and

WHEREAS, such Volunteer Fire Department provides fire and rescue services for the City and surrounding area; and

WHEREAS, the County does not have or offer fire and rescue services for the unincorporated areas of the County; and

WHEREAS, the County and the City desire to enter an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, V.A.T.S. Government Code 791.001 et seq; and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto desire to cooperate with each other and do mutually agree as follows:

I. PAYMENTS FOR SERVICES RENDERED

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The County agrees to pay the City for such services in the amount of \$500.00 per month on the first day of each month for services rendered during the ensuing month. Such payments shall be payable to the City.

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GENERAL PROVISIONS

A. Commencement

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B. Renewal

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This Interlocal Agreement may not be altered, amended, or modified except in writing signed by both the County Judge and Mayor when authorized by the respective governing bodies of the parties hereto. This Agreement contains all commitments and agreements of the parties, and no other oral or written commitment shall have any force or effect not contained herein. Any proposed amendments shall not become effective until approved, in writing, by the parties hereto pursuant to the terms and conditions of this Agreement.

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G. Non-Waiver

The waiver by either party of a breach of this Interlocal Agreement shall not constitute a continuing waiver of such breach or a subsequent breach of the same or a different provision.

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The headings at the beginning of the various provisions of agreement have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

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Notices to the parties hereto shall be in writing, and may be delivered, or sent postage paid by certified mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt of hand delivery, and three (3) days after deposit in the U.S. Mail in case of mailing. The address of the parties hereto for all purposes under this Agreement and for all notices hereunder shall be:

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Wake Village
c/o Mayor
624 Burma Road
Wake Village, Texas 75501

Delivered to.

Bowie County
c/o County Judge
710 James Bowie Drive
New Boston, Texas 75570

City of Wake Village
c/o Mayor
624 Burma Road
Wake Village, Texas 75501

Signed this the _____, 2022.

Bowie County, Judge

Bowie County, Clerk

City of Wake Village, Mayor

City of Wake Village, City Secretary

2023 Bowie County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Bowie County Commissioners Court has agreed that in the event of loss or misuse of the funds, Bowie County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2022.

Bobby Howell
County Judge

Attest:

County Clerk

COPY
State of Texas

County of Bowie

2260011-005

IN THE 5TH, 102ND, AND 202ND

DISTRICT COURTS

ORDER AFFIXING AUDITOR AND ASSISTANTS SALARIES

FILED FOR RECORD

2022 SEP 21 AM 9:39

2022-2023
DISTRICT CLERK
Theresa Lapp

On the 21st day of September, 2022 came on to be considered the request of Jennifer Beckett, Bowie County Auditor, for County Auditor and Assistants salaries for the fiscal budget year 2022-2023 according to Local Government Code Section 152.031 and 84.021. Being of the opinion that such requests are reasonable and necessary, and having examined the nominees submitted pursuant to the above stated articles, do hereby order their respective salaries as Bowie County Auditor and Assistant Auditors as follows:

Jennifer Beckett Bowie County Auditor	Salary \$93,021.50 Travel \$ 1,200.00
Angie Rushing First Assistant	Salary \$59,238.88
Brandon Allison Assistant	Salary \$45,900.00
Christina Johnson Assistant	Salary \$40,140.13
Amy Woolery Payroll Administrator	Salary \$40,140.13
Martha Brown Payroll Clerk	Salary \$36,054.85

The District Clerk shall cause this order to be entered on the official minutes of the respective Court and certify a copy hereof to the Bowie County Commissioners Court. Done this 21st day of September, 2022 in Bowie County, Texas.

Bill Miller

Bill Miller, 5th District Court Judge

Jeff Addison by Power

Jeff Addison, 102nd District Court Judge

John Tidwell

John Tidwell, 202nd District Court Judge

A CERTIFIED COPY
ATTEST LORI CARAWAY
District Clerk, Bowie County, Texas
September 21, 2022
BY *Theresa Lapp*
DEPUTY

COPY

2260012-005

FILED FOR RECORD

IN THE 5th

JUDICIAL DISTRICT COURT OF TEXAS 2022 SEP 21 AM 8:40

ORDER SETTING SALARY

Cherise Lynn
DEPUTY

Effective October 1, 2022, the annual salary of the Official Court Reporter of the 5th District Court shall be seventy-three thousand, and six hundred and eighty-one dollars.

The salary will be paid 74.58% by Bowie County and 25.42% by Cass County.

In addition, Bowie County shall pay to the Official Court Reporter of the 5th District Court \$100.00 per month for travel.

The Clerk of the respective court shall cause this order to be spread upon the minutes of the respective court and a copy thereof delivered to the Commissioner's Courts of Bowie and Cass County, in accordance with law.

The Auditors of the County of Bowie and Cass are directed to proportion the respective payments in accordance with law.

SIGNED, RENDERED AND ENTERED THIS 21ST DAY OF SEPTEMBER, 2022.

Bill Miller
Judge Bill Miller
5th Judicial District

A CERTIFIED COPY
ATTEST LORI CARAWAY
District Clerk, Bowie County, Texas
September 21, 2022
BY Cherise Lynn
DEPUTY

COPY

2260013-102
IN THE 102ND

FILED FOR RECORD

JUDICIAL DISTRICT COURT OF TEXAS

2022 SEP 21 AM 8:39

ORDER SETTING SALARY

CLERK OF DISTRICT COURT
LORI CARAWAY
Cherise Cupp

Effective October 1, 2022, the annual salary of the Official Court Reporter of the 102nd District Court shall be seventy- three thousand, and six hundred and eighty-one dollars. The salary will be paid 86.19% by Bowie County and 13.81% by Red River County.

In addition, Bowie County shall pay to the Official Court Reporter of the 102nd District Court \$100.00 per month for travel.

The Clerk of the respective court shall cause this order to be spread upon the minutes of the respective court and a copy thereof delivered to the Commissioner's Courts of Bowie and Red River County, in accordance with law.

The Auditors of the County of Bowie and Red River are directed to proportion the respective payments in accordance with law.

SIGNED, RENDERED AND ENTERED THIS 21st DAY OF SEPTEMBER, 2022.

Jeff Addison by [Signature]
Judge Jeff Addison
102nd Judicial District

A CERTIFIED COPY
ATTEST LORI CARAWAY
District Clerk, Bowie County, Texas
September 21 20 22
BY *Cherise Cupp*
DEPUTY

COPY

22G0014-202

IN THE 202ND

FILED FOR RECORD

JUDICIAL DISTRICT COURT OF TEXAS 2022 SEP 21 AM 8:39

ORDER SETTING SALARY

FILED
2022 SEP 21 AM 8:39
LORI CARAWAY
DISTRICT CLERK

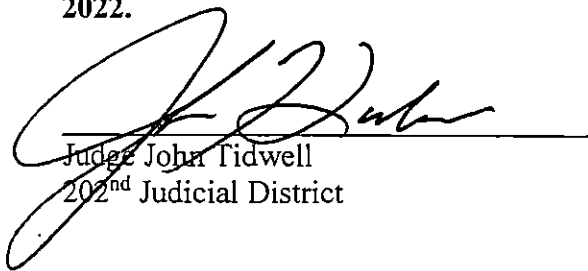
Effective October 1, 2022, the annual salary of the Official Court Reporter of the 202nd District Court shall be seventy-three thousand, and six hundred and eighty-one dollars.

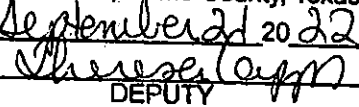
In addition, Bowie County shall pay to the Official Court Reporter of the 202nd District Court \$100.00 per month for travel.

The Clerk of the respective court shall cause this order to be spread upon the minutes of the respective court and a copy thereof delivered to the Commissioner's Courts of Bowie County, in accordance with law.

The Auditor of the County of Bowie is directed to proportion the respective payments in accordance with law.

SIGNED, RENDERED AND ENTERED THIS 21ST DAY OF SEPTEMBER, 2022.


Judge John Tidwell
202nd Judicial District

A CERTIFIED COPY
ATTEST LORI CARAWAY
District Clerk, Bowie County, Texas
September 21 2022
BY 
DEPUTY

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Bowie } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 63817668

That we, Catherine Hawkins, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Judge, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 13th day of July, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly appointed (Elected—Appointed) to the office of Justice of The Peace in and for Bowie County, State of Texas, for a term of one year commencing on the 1st day of October, 2022.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Vice President

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Bowie } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71003196

That we, Mary Hankins, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held
and bound unto ¹County Judge, his successors in office,
in the sum of ²Five Thousand and 00/100 DOLLARS (\$5,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 13th day of July, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the _____ day of _____, _____, duly appointed
(Elected—Appointed)
to the office of Justice of The Peace in and for ³Bowie County, State of Texas, for
a term of three years commencing on the 1st day of October, 2022.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall ⁴
faithfully and impartially discharge the duties required by law and promptly pay
to the entitled party all money that comes into his hands during the term of
office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

Texas.



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Bowie } SS

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 64790143

That we, Jennifer Beckett, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto District Judge (s), his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 9th day of August, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly appointed (Elected—Appointed) to the office of County Auditor County of in and for Bowie County, State of Texas, for a term of one year commencing on the 1st day of October, 2022.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of county auditor.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President



**TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL**

Workers' Compensation Renewal Questionnaire

Bowie County

Coverage Period: January 1, 2023 through January 1, 2024

Thank you for participating in the TAC Risk Management Pool's Workers' Compensation program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative (listed below) at 800-456-5974.

Member Service Representative: Ms. Yolanda Mondragon

Email: yolandam@county.org

Pool Coordinator/Workers' Compensation Coordinator

Our records indicate that the Member has designated the individual below as the contact for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Contact: Ms. Jennifer Renae Beckett

Email: jbeckett@bklusa.org

Office Phone Number: (903) 628-6771

Fax Number: (903) 628-6639

Mailing Address: 710 James Bowie Dr

City, State, Zip: New Boston, TX, 75570

General Information

	Yes or No
1. Do you use a manned aircraft in any capacity?	Yes
If Yes: Are your pilots employees?	Contract
If yes, please complete the Aircraft and Aircraft and Pilot info tabs.	
Are your pilots volunteers?	
If yes, and you desire to include Workers' Compensation coverage please complete the Aircraft and Aircraft and Pilot info tabs.	
2. Do you have operations involving the loading, unloading, repair, or construction of watercraft or vessels, including work performed on barges or docks?	No
3. Do you own, operate, or maintain a railroad, or own, lease, operate, or repair railroad equipment?	No
4. Do you engage in manufacturing, handling, transporting, distributing, or storing explosives or explosive substances (other than gasoline)?	No
5. Do you perform any underground, subaqueous, or tunneling operations?	No
6. Do you provide group transportation for employees to and from the workplace?	No
If Yes:	
* Average number of employees in a vehicle per trip:	
* Maximum number of employees in a vehicle per trip:	
* Average number of daily trips:	
7. Do you have a County Fire Department that contracts with the state or National Forest Service to fight wildland fires?	No
If Yes: Please advise in the last 5 years for each fire the number of employees and duration in the explanation box below.	
For any "Yes" responses to the questions above, please provide a brief explanation:	BCSO Helio

Unreported Claims

	Yes or No
1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future?	No
If yes, please describe:	
2. Has the situation been reported to TAC Claims Department?	

Acknowledgment and Acceptance

Member Name: Bowie County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

If the Member makes no changes, the Pool will assume the Member is reporting for the same information as in the previous applicable Coverage Period. The Member understands that any failure to fully and accurately answer the questionnaire and any attached documents may result in denial of coverage provided by the Pool.

Signature of County Judge or presiding official of the Political Subdivision

Date



**TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL**

Please enter the estimated payroll and the number of employees for calendar year 2023 in the highlighted columns.

Only include payroll for Elected Officials if your Commissioners Court has selected this Optional Coverage. For Optional Coverages, refer to the next tab for instructions on reporting this payroll.

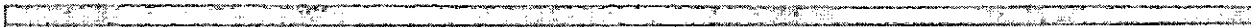
Member Name : **Bowle County**

Coverage Period: **January 1, 2023 through January 1, 2024**

Rating Class Code	Rating Class Description	2022 Actual Payroll	Current Number of Employees	Current Number of Volunteers	Estimated 2023 Payroll Amount	Estimated 2023 Number of Employees	Note
07422	Aircraft Ambulance						
07416	Aircraft Oper. (Parrot Ambulance)						
07423	Airport						
07721	Ambulance						
09016	Amusement Park, Exhibition Center						
09301	Auto Mechanics						
09014	Boat Maintenance & Jandors	\$90,700	3		90,878	3	
05403	Carpentry (HOC)						
09220	Cemetary Operations						
04511	Chemical Anlyst/Assayers						
09009	Chief Of Commissioners & Directors						
08910	Clerical	\$3,654,690	85		4,232,274	83	
05906	Co. & Drain Dist. Commissioners	\$285,820	4		290,066	4	
08006	Commodity Dist.-Retail Grocery						
08200	Concrete Construction-Bridges						
07300	Drivers						
09011	Election Personnel						
05190	Electrcal Wiring W/in Buildings						
08501	Engineers, Surveyors						
07704	Firefighters & Drivers						
09402	Garbage Collection & Drivers						
06319	Gas/Water Main Connection Constr						
09060	Golf Course						
08026	Homemaker Service						
08833	Hospital Professional & Clinical						
09040	Hospital, All Others						
09033	Housing Authority & Drivers						
09032	Housing Authority Mgrs & Empls						
04519	Insect Control						
08709	Inspectors, Samplers, Or Weighers Of Merchandise On Vessels Or Docks Classification						
06229	Irrigation/Drainage Construct.						
08812	Juvenis						
08742	Juv Probation, Collectors, Sales	\$538,812	14		731,517	15	
07722	Juvenile Detention Officers						
08219	Landfill Operation & Drivers, Excavation NOC						
07600	Landfill, Garbage Reduction						
07720	Law Enforcement	\$10,847,748	200		8,089,401	162	
06820	Law Office	\$1,207,251	28		1,526,835	22	
08638	Library/Museum-Prof. & Clinical						
06628	Nursing Home Employees						
05191	Office Technician						
09015	Parking Lots & Drivers						
05102	Parks & Recreation						
08227	Permanent Yard Employees						
08332	Physican Med Lab Minor Emer Clinic						
04299	Printing						
08284	Recycling Or Shredding Workers & Drivers						
09076	Restaurant, Food Preparation						
05506	Road Employees-Paving, Repaving	\$1,188,726	36		1,397,069	35	
09101	Schools - All Other Employees						
07680	Sewage Disposal Plant Operations						

Rating Code	Rating Code Description	2021 Actual Payroll	Current Number of Employees	Current Number of Volunteers	Estimated 2022 Payroll Amount	Estimated 2022 Number of Employees	Role
07327	Stevedoring						
08017	Store Clerks						
09051	Swimming Pools						
09019	Toll Bridge Employees						
08831	Vet Hospital & Animal Control						
08859	Volunteers - All Others						
08857	Volunteers - Emergency Medical Personnel						
08855	Volunteers - Fire Fighters	\$310,240		10	\$2,000	10	
08856	Volunteers - Law Enforcement						
08292	Warehousing HOC And Driver						
07570	Waterworks Operator & Drivers						
03305	Welder						
08958	Youth & Community Ctr Directors						

		FFA pilot ratings now held: Please list the date obtained								Biennial		
Total Instrument	Total Night	Student	Private	Commercial	Flight Instructor	ATP	AMEL	ASES	Instrument	Rotocraft	Please list any Aircraft for which you are type rated:	Date
259	1823	1978	1980	1981	N/A	N/A	1993	N/A	1993	1983	N/A	11/13/2021



Type of aircraft	Date	Type of aircraft	Date	School of instructor	Please provide details of last course	Last instrument competency check	Last recurrent/transition course
Bell 407	11/13/2021	Bell 407 Sim.	11/13/2021	Flight Safety	Inst. Com check, part 293 FAR 135 HEMS OPS		



Patrolling Pipelines Power Lines of Canada	Carrying People to Camp for Hire	Crop Seeding Dusting or Spraying	Logging/Timber hauling	Low Altitude	Oil or Mineral Exploration	Air Raising	Weather Control	Stunt Flying	Organ Programme	None of these Activities	Indicate if you own, lease Gliders	Experimental





**TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL**

Please update your list of locations and the number of employees at each location. Place an X in the 'Remove Location' column if this location is no longer valid. Update the employee counts for all locations. Add new locations at the bottom.

Member Name : Bowie County

Coverage Period: January 1, 2023 through January 1, 2024

Policy Effective Date	Structure Identifier	Local Address	Employee Count	Remove Location	Updated Employee Count	Maximum Employees At One Time	*Complete this section if a location has 200 or more employees		
							Number of Stories	Construction Code	Year Built
01/01/2023	Courthouse	710 James Bowie Dr., New Boston, TX, 75570	76		87				
01/01/2023	Jail	105 W Front Street, Texarkana, TX, 75501	140		161				
01/01/2023	Juvenile Probation District Attorney Car License	601 Main, Texarkana, TX, 75501	25		43				
01/01/2023	Pct 1 Barn	US Hwy 59, Texarkana, TX, 75501	6		8				
01/01/2023	Pct 2 Barn	FM 559 Richmond Rd., Texarkana, TX, 75501	5		5				
01/01/2023	Pct 3 Barn	850 N.W. Front St. DeKalb, TX, 75558	12		12				
01/01/2023	Pct 4 Barn	Hwy 8 South, New Boston, TX, 75570	14		15				
New									
Location(s)									
	JP 3	902 West Front Street, DeKalb, TX 75559				2			
	JP 4	4844 US Hwy 67 West, Simms, TX 75574				2			
	JP 5	508 Broadway, Maud, TX 75567				2			

Tina Petty

From: Jennifer Beckett
Sent: Thursday, September 22, 2022 12:08 PM
To: Tina Petty
Subject: agenda
Attachments: Workers Comp 2023.pdf

Consider and take action to approve the worker's compensation renewal for January 1, 2023 to January 1, 2024.

Jennifer Beckett
Bowie County Auditor
903-628-6711

Tina Petty

From: Jennifer Beckett
Sent: Thursday, September 22, 2022 12:08 PM
To: Tina Petty
Subject: agenda
Attachments: Workers Comp 2023.pdf

Consider and take action to approve the worker's compensation renewal for January 1, 2023 to January 1, 2024.

Jennifer Beckett
Bowie County Auditor
903-628-6711

DISPOSAL DATE RANGE FROM: 08/23/2022 TO: 09/22/2022

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER	SEQ NO	CLASS FUNC	DESCRIPTION	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	DEPRICIATION Y-T-D	***** ACCUMULATED	DISPOSAL VALUE	
DEPARTMENT 010 450 DISTRICT CLERK										
0000002818		J01 04 001	HP LASERJET 4250N ----CNRXG70538	08/10/2007	09/15/2022	1,390.00	0.00	0.00	0.00	
0000004316		G01 04 001	HP M607 ----CNBECKER116	03/28/2018	09/15/2022	0.00	0.00	0.00	0.00	
DEPARTMENT						2 COUNTS - TOTALS:	1,390.00	0.00	0.00	0.00
DEPARTMENT 010 561 CORRECTIONAL CENTER										
0000004969		P01 04 001	2009 FORD ----1FBSS31L09DAG8946	02/12/2021	09/15/2022	0.00	0.00	0.00	0.00	
DEPARTMENT						1 COUNTS - TOTALS:	0.00	0.00	0.00	0.00
OVERALL						3 COUNTS - TOTALS:	1,390.00	0.00	0.00	0.00

INVOCATION

Commissioner Pct. 3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

**COMMISSIONERS COURT MINUTES
SEPTEMBER 12, 2022**

BE IT REMEMBERED, that on this 12th day of September, 2022, 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 9th day of September, 2022 with the **HONORABLE JUDGE BOBBY L. HOWELL** present and presiding with the following Commissioners being present.

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

Also in attendance were the following County Officials:

- County Auditor Jennifer Beckett
- County Clerk Tina Petty
- County Legal Advisor Randle Smolarz

ANNOUNCEMENTS

None

REGULAR AGENDA ITEMS

Court convened at 9:01 A.M. when the following **ORDERS, JUDGMENTS and DECREES** were had and **ORDERED** spread upon the minutes of the Court to-wit.

Item 1: There was no Public Comments.

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

Item 3: On the 12 day of September, 2022, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the payroll calendar for October to December 2022 and January to December 2023.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.

- Item 4: On this 12th day of September, 2022, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve an Interlocal Agreement between Bowie County and Franklin County for housing of inmates.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 5: On this 12th day of September, 2022, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve a Resolution for the submission of the Grant Application for the Bullet-Resistant Shield Grant Program #46090-01.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 6: On this 12th day of September, 2022, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve Contract #20212244900-317-01 as participating entity in Statewide Automated Victim Notification Services (SAVNS).
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 7: On this 12th day of September, 2022, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to appoint Dr. Matt Young as the Local Health Authority for Bowie County.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 8: On this 12th day of September, 2022, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve a Resolution requesting the Resale of Properties acquired by the Bowie Central Appraisal District as per attached Exhibit "A".
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 9: On this 12th day of September, 2022, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the Amendment and Extension of Contract #70959 with BancorpSouth Equipment Finance.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 10: On this 12th day of September, 2022, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the 2023 County Health Insurance renewal by Texas Association of Counties Health and Employee Benefits Pool.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**
- Item 11: On this 12th day of September, 2022, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to bring back to the table bids for three (3) 2022 or 2023 dump trucks or equal trucks with a 150" WB for Commissioner Pct. 1.
Motion was put to a vote and all Commissioners voted yes and none voted no.
Motion carried.**

Item 12: On this 12th day of September, 2022, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to accept the bid from Ledwell (\$299,451) for three (3) 2022 or 2023 dump trucks or equal trucks with a 150" WB for Commissioner Precinct 1.

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

Item 13: On this 12th day of September, 2022, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the Amended Order of Election for the November 8, 2022 Election.

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

Item 14: On this 12th day of September, 2022, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Interlocal Agreement for a Joint Election between Bowie County and Simms ISD for the November 8, 2022 Election.

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

Item 15: On this 12th day of September, 2022, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve Purchase Order #7639 for the purchase of 18-inch Cone Cap Kits from PRINTELECT using \$1400 of ARPA funds from the Election Office's apportionments.

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

Item 16: On this 12th day of September, 2022, a motion was made by Commissioner James Strain to approve the 2022-2023 Holiday Schedule.

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

Item 17: On this 12th day of September, 2022, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the bonds of Josh Davis-Tax Assessor/Collector, Lori Caraway-District Clerk and Amelia K. Woolery.

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

Item 18: On this 12th day of September, 2022, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Auditor's Monthly Report for August 2022.

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

Item 19: On this 12th day of September, 2022, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve budget adjustments (line item transfers).

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

Item 20: On this 12th day of September, 2022, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to approve payment of accounts payable and payroll.

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

Item 21: On this 12th day of September, 2022, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve the minutes as an Order of the Court (August 22, 2022-Regular Session; August 29, 2022-Special Session; August 30, 2022 Special Session).

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

**Item 22: Court recessed at 9:17 A.M. to go into Executive Closed Session to discuss security matters, personnel matters and litigation as allowed in the Government Code, Section 551.0725.
Court reconvened at 9:34 A.M.**

On this 12th day of September, 2022, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to adjourn.

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