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Hon. Leward J. LaFleur

Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 21st June, 2024 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

Prayer

Pledges of the American and Texas Flag

1. Consent agenda:
 - a. Consider approval of minutes – June 10, 2024, June 17, 2024
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. Consider approval of bond: Cynthia Elaine Simmons, Clerk for Justice of the Peace Precinct 1
 - e. County Auditor to make financial report
2. Consider for approval Standard Form of Agreement between Owner and Engineer for Professional Services for Kellyville Roof Improvements with Wood Engineering Company through ARPA Federal Revenue Loss Funds at a cost of \$16,200.00.
3. Consider for approval clarification of Friends of Jefferson match from February 26, 2024 meeting to state: Matching Funds up to \$10,000 annually for Program Funded Grant/Contribution Revenue received by Friends of Jefferson.
4. Consider approval of 10 tasers from Axon Enterprise, Inc. through BuyBoard contract #698-23 with SB22 Sheriff Funds at a cost of \$47,544.00 authorizing County Judge to sign quote Q-558329-45457.942AL.

Leward J. LaFleur
County Judge
Marion County, Texas

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CLERK OF COURT
MARION CO.
BY DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

JUNE 21, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on June 21, 2024. All members present with County Judge Leward LaFleur presiding.

**J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1 - ABSENT
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4**

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON JUNE 10, 2024, JUNE 17, 2024**
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY**
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT**
- d. ORDER TO APPROVE BOND: CYNTHIA ELAINE SIMMONS, CLERK FOR JUSTICE OF THE PEACE PRECINCT 1**
- e. ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT**

Motion by Pattison, seconded by Lee to approve the consent agenda. All members present voted Aye. Motion carried 3-0.

ITEM NO. 2**ORDER TO APPROVE STANDARD FORM OF AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES FOR KELLYVILLE ROOF
IMPROVEMENTS WITH WOOD ENGINEERING COMPANY THROUGH ARPA
FEDERAL REVENUE LOSS FUNDS AT A COST OF \$16,200.00.**

Motion by Meisenheimer, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

ITEM NO. 3**ORDER TO APPROVE CLARIFICATION OF FRIENDS OF JEFFERSON MATCH
FROM FEBRUARY 26, 2024 MEETING TO STATE: MATCHING UP TO \$10,000
ANNUALLY FOR PROGRAM FUNDED GRANT/CONTRIBUTION REVENUE
RECEIVED BY FRIENDS OF JEFFERSON.**

Motion by Pattison, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

No Exhibit

ITEM NO. 4**ORDER TO APPROVE OF 10 TASERS FROM AXON ENTERPRISE, INC. THROUGH
BUYBOARD CONTRACT #698-23 WITH SB22 SHERIFF FUNDS AT A COST OF
\$47,544.00 AUTHORIZING COUNTY JUDGE TO SIGN QUOTE Q-558329-
45457.942AL.**

Motion by Lee, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "B" attached

ORDER TO ADJOURN

Motion by Pattison, seconded by Meisenheimer. All members present voted Aye. Motion
carried

3-0. Meeting adjourned at 9:12 a.m.

**There being no further business brought to the attention of the Commissioners' Court,
it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and
stand adjourned until the next Regular Session, unless and until called together in
Special Session before that time**

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK



COUNTY JUDGE

**NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN
THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK**

Exhibit "A"

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of June 21st, 2024 between the **MARION COUNTY, TEXAS**, a municipal corporation and home rule City with its main offices located at 102 W Austin, Jefferson, Marion County, Texas (OWNER) and **WOOD ENGINEERING CO., INC.** (ENGINEER). OWNER intends to acquire all professional engineering services required for the project known as **"Kellyville Community Center Roof Improvements"** (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the project, providing professional engineering consultation and advice and furnishing customary civil services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed five (5) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed five (5) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements

of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed five (5) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

During the Construction Phase:

1.6.1. *Visits to Site and Observation of Construction.* In

connection with observations of the work of Contractor(s) while it is in progress:

1.6.1.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.1.2. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.2. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.3. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract

Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.4. *Substitutes.* ENGINEER shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.5. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. ENGINEER shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.6. *Limitation of Responsibilities.* ENGINEER shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.6 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER.

1.7.2. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.14. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the

Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a lump sum, percentage of Construction Cost, or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when ENGINEER did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless ENGINEER created or contributed to the cause of the litigation.

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probing's and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by ENGINEER, and only if not required to be performed by ENGINEER as set out in ENGINEER's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by ENGINEER as Basic Services under ENGINEER's Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by ENGINEER as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a

part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. ENGINEER shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within any stipulated period indicated in Section 8 hereof after written authorization to proceed with that phase of services which will be given by OWNER within seven (7) days after ENGINEER has signed this Agreement.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within any stipulated period.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within any stipulated period indicated in Section 8 hereof.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete when the submissions for that phase have been accepted by OWNER.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

4.7. The Construction Phase commences with the execution of the first prime contract for the work of the Project or any part thereof, and said Phase terminates upon City Council approval of the final payment after written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times if the project involves more than one prime contract.

4.8. The Operational Phase may commence during the Construction Phase and will terminate one year after the date of City Council approval of the final payment for the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9. If OWNER requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER'S services may be adjusted equitably to reflect the additional time and expenses, if any, incurred by ENGINEER to respond to the OWNER's request.

4.10. If ENGINEER's services for the Design or Construction phases of the Project are delayed or suspended for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement may be subject to equitable adjustment upon submission of documentation by ENGINEER to OWNER establishing the basis for such adjustment.

4.11. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by ENGINEER hereunder, as the same are set out in the attached Exhibit "A", and as further set out in these contractual documents, save and except for specified special and additional services, OWNER shall pay to ENGINEER a lump sum design fee of **\$16,200.00** and hourly and reimbursable expenses not-to-exceed **\$2,000.00** for a total not-to-exceed contract price of **\$18,200.00** for additional services authorized by OWNER in accordance with Section 2 of this Agreement,

OWNER shall pay in accordance with the schedule of charges set forth in "Attachment 2".

5.2. Times of Payment.

ENGINEER shall submit monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of the billing. All monthly statements shall be in a form as specified by and acceptable to OWNER. OWNER shall make payment upon said statements within thirty (30) days following receipt thereof.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable

cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. ENGINEER acknowledges that Section 9 of County Ordinance No. 2521, adopted December 14, 1995, prohibits ENGINEER, ENGINEER's officers, employees, agents, and representatives from carrying firearms, including concealed handguns, while in the performance of the Agreement and on City premises (including City rights-of-way, utility easements, or drainage easements) or when meeting with City officers or employees regarding this Agreement. ENGINEER agrees that failure by ENGINEER to comply with this requirement shall constitute a substantial breach of this Agreement, entitling City to all remedies under the law or this Agreement for such breach, including the City's right to terminate this Agreement for substantial nonperformance.

7.2. Reuse of Documents.

ENGINEER acknowledges that OWNER is a governmental entity and that all Drawings, Specifications, and other documents prepared or furnished by ENGINEER (and ENGINEER's professional associates and consultants) under this Agreement are instruments of service in respect of the Project and property of the OWNER and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance, in amounts acceptable to OWNER, for protection from claims under workers' compensation acts, claims for

damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from damages or claims as a result of acts of errors or omissions of the ENGINEER made during the performance of this contract. All liability insurance required under this paragraph 7.3.1. shall include OWNER, OWNER's agents and employees as additional named insured and be with a company or companies satisfactory to OWNER. All workers' compensation coverage shall include in its provisions a waiver of any rights of subrogation against the OWNER.

7.3.2. Before commencement of any work, the ENGINEER shall submit written evidence that he and all his subcontractors (if the ENGINEER employs subcontractors in the performance of this Agreement) have obtained the minimum insurance required by this Agreement. Such written evidence shall be in the form of a Certificate of Insurance executed by the ENGINEER's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the OWNER.

7.3.3. The ENGINEER shall not commence work under this Agreement until he has obtained at his expense all insurance required under this section and such insurance has been approved by the OWNER, nor shall the ENGINEER allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.3.4. Nothing contained in the insurance requirements shall be construed as limiting the extent of the ENGINEER's responsibility for payment of damages resulting from his operations.

7.4. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue shall lie exclusively in Marion County, Texas for all state actions and in the Marshall Division of the Eastern District of Texas for all federal actions.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by ENGINEER.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions

Any other provisions of this Agreement or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and ENGINEER affected thereby:

8.1.1. As to the contractual relationship between ENGINEER and OWNER, ENGINEER is and shall be considered in all things an independent contractor.

8.1.2. This contract shall not be subject to binding arbitration.

8.1.3. OWNER reserves the right, with ENGINEER's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the ENGINEER's responsibilities to perform the services set out therein.

8.1.4. This Agreement may be terminated by the OWNER hereto, with or without cause, upon ten (10) days' written notice thereof. If this Agreement is terminated by the OWNER without cause, the ENGINEER shall be paid for services performed to termination date, including all reimbursable expenses then incurred.

8.2. Schedules.

Where appropriate, the following time limitations for the following phase(s) of services shall apply:

8.2.1. The Study and Report Phase Services/Preliminary Design Phase Services shall be completed and all reports, opinions of costs, documentation, contract documents, and other tangible materials required under this Agreement shall be completed and submitted by ENGINEER within ninety (90) days following written authorization from OWNER to ENGINEER to proceed with said phase(s) of services.

8.2.2. The Final Design Phase Services/Bidding or Negotiating Phase Services shall be completed and all reports, opinions of costs, documentation, contract documents, and other tangible materials required under this Agreement shall be completed and submitted by ENGINEER before _____ days following written authorization from OWNER to ENGINEER to proceed with said phase(s) of services.

8.2.3. The Construction Phase Services shall begin by or before fifteen (15) days following written authorization from OWNER to ENGINEER to proceed, and shall be completed as reasonably soon thereafter as possible.

8.2.4. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

8.3. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

8.3.1. *Exhibit A, ENGINEER's Scope of Service; Exhibit B Hourly Rate Schedule.* Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control

8.4. Professional Liability Insurance

ENGINEER shall maintain, at no expense to OWNER, a professional liability (errors and omissions) insurance policy placed with a company rated at least A by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than one million dollars (\$1 million) for each occurrence, one million dollars (\$1 million) in the aggregate. Such policy shall require the giving of written notice to OWNER at least thirty (30) days prior to cancellation, nonrenewal or material modification of any policies, evidenced by return receipt or United States certified mail. ENGINEER shall furnish OWNER with copies of said policies or certificates evidencing such coverage.

8.5. Entire Agreement.

This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and ENGINEER and supersede all prior or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.6. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.7. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

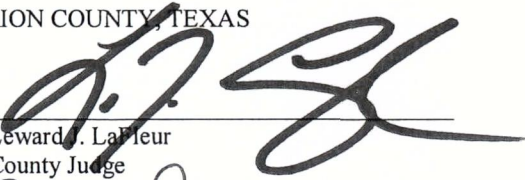
(The remainder of this page was left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

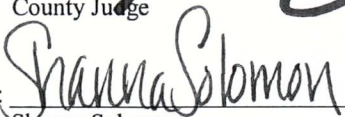
OWNER:

MARION COUNTY, TEXAS

By:


Leward J. LaFleur
County Judge

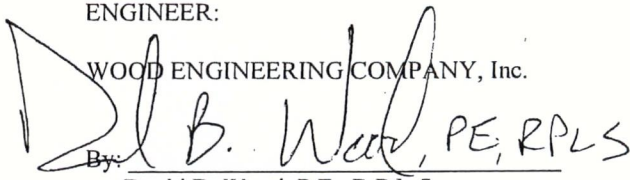
By:


Shanna Solomon
County Auditor

ENGINEER:

WOOD ENGINEERING COMPANY, Inc.

By:


David B. Wood, P.E., R.P.L.S.
Principal

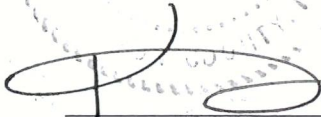
6-14-2024

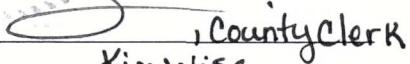
Address for giving notices:

102 W Austin

Jefferson, Texas 75657

ATTEST:


Secretary


County Clerk
Kim Wise

Address for giving notices:

1616 Judson Road, Suite 6-L

Longview, Texas 75601

ATTEST:

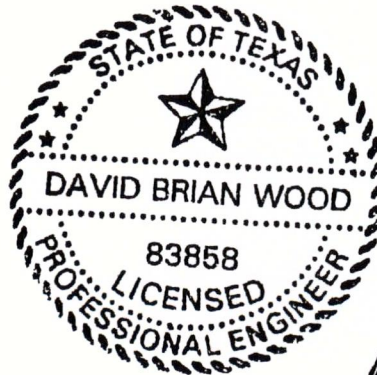

Corporate Secretary

6-14-2024

APPROVED AS TO FORM:

Attorney

(Original 1 of 2 Originals)



WOOD ENGINEERING COMPANY
CIVIL - STRUCTURAL - SURVEYING
Firm Reg. No. F-8594 & 101362-00
1616 Judson Rd. Suite 6-L
Longview, TX 75601
(903) 234-1118 dbwood7@netscape.net

Exhibit A

**Proposal for Engineering/Architectural Services for Kellyville Community
Center Roof Improvements**

Marion County
102 W Austin Street
Room 205
Jefferson, Texas 75657

June 14, 2024

ATTN: Honorable LeWard J. LaFleur
County Judge
Marion County, TX

RE: Engineering/Architecture Proposal – Kellyville Community Center – Roof Improvements

Judge LaFleur,

Thank you for the opportunity to submit a proposal for engineering and architectural services for the above referenced project. The anticipated scope of services is as follows:

1. Compile construction plans and specifications
2. Negotiate acceptable bid from reputable contractor
3. Construction oversight and administration

Project Scope:

The project scope shall consist of the following:

Furnish and install thermoplastic polyolefin (TPO) roof membrane 11,000 sq. ft of existing jail roof and associated appurtenances.

Appurtenances to include but not limited to the following:

- a. flashing
- b. trim
- c. water proofing
- d. roof penetration edging
- e. joints between upper and lower roof section

Engineering/Architecture Proposal – Kellyville Community Center – Roof Improvements

June 14, 2024

Page 2

I have visited and reviewed the site and the existing roof leaking appears to be in the vicinity of roof fasteners, construction edges, and windows in the upper tier roof per attached photos. Additionally, as part of this project we will install new wall sheathing over existing unused windows in the upper tier of the roof, additional roof insulation, gutters, and downspouts.

The estimated construction cost is approximately \$ 135,000.00. Of this figure, Wood Engineering Company proposes 11% of anticipated construction cost for engineering and construction management services (\$14,850.00) in general compliance with the T.S.P.E. General Engineering Services Guidelines (G.E.S.G., 1972 publication) median compensation curve "A". A schedule of the anticipated scope of services is as follows:

PRELIMINARY DESIGN

1. Prepare preliminary construction drawings, specifications and
for review.....\$4,000.00

FINAL DESIGN

2. Coordinate with Engineering Staff review comments, prepare final
construction drawings and specifications.....\$4,000.00

PROJECT BIDDING

3. Advertise and receive bids for construction contract, tabulate, and coordinate with Engineering
Staff to negotiate an acceptable construction contract.....\$2,000.00

CONSTRUCTION SERVICES

4. Availability for coordination of field changes, written construction progress reports, and
periodic job site observations.....\$2,425.00
5. Prepare construction pay estimates.....\$2,425.00

ENGINEERING - ARCHITECTURE TOTAL.....\$14,850.00

Engineering/Architecture Proposal – Kellyville Community Center – Roof Improvements
 June 14, 2024
 Page 3

OTHER SERVICES (not-to-exceed price)

6. Field survey of existing roof, and roof penetrations.....\$850.00

7. Printing for Plan Set and Contract Documents.....\$500.00

OTHER SERVICES TOTAL.....\$1,350.00

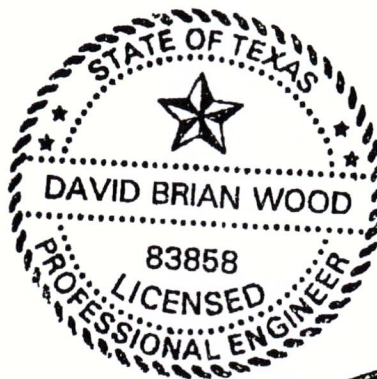
TOTAL PROJECT.....\$16,200.00

Thank you for the opportunity to submit a proposal for the above referenced project.

Please call with any questions and/or comments.

 6-14-2024
 PE, RPLS

David B. Wood, P.E., R.P.L.S.
 Wood Engineering Company, Inc.
 Longview, TX



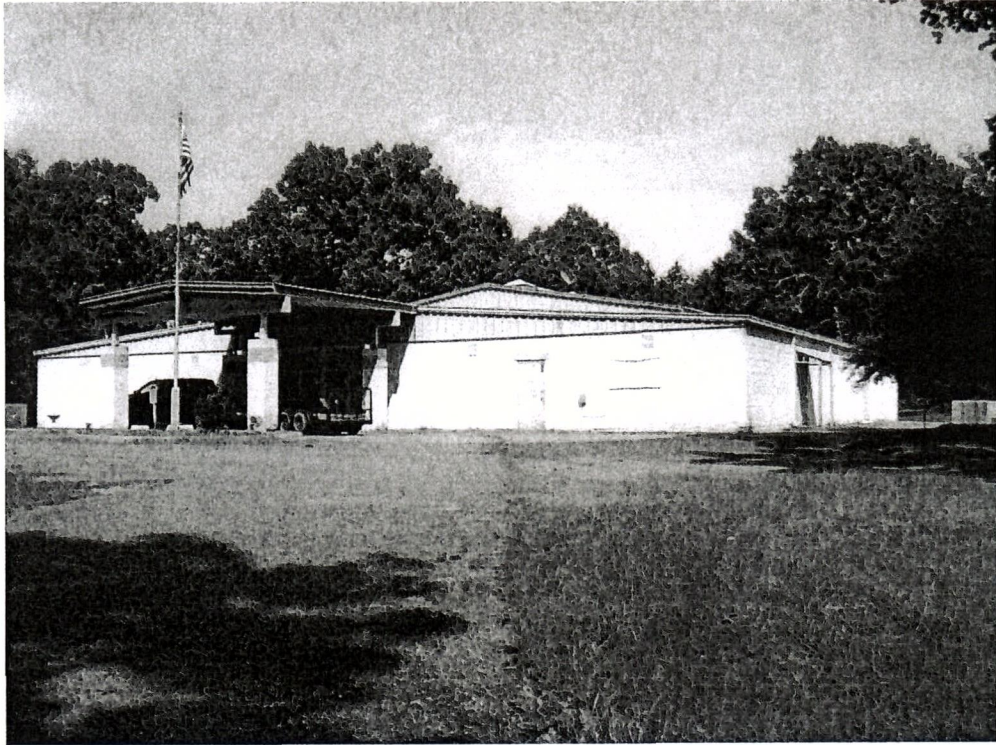


Figure 1

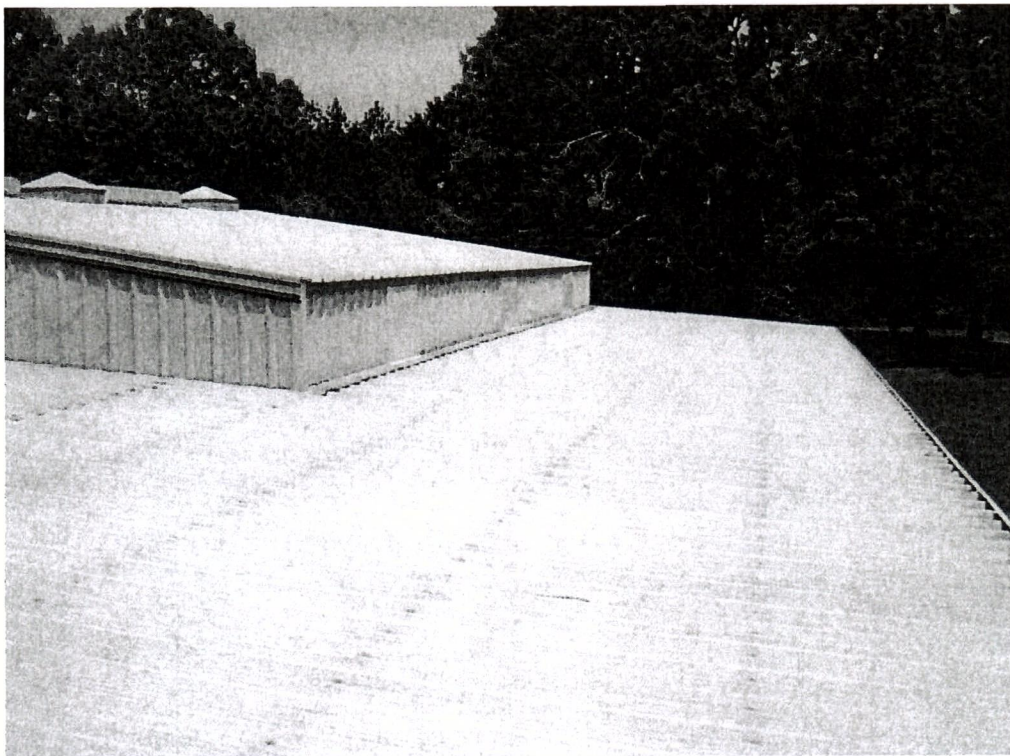


Figure 2

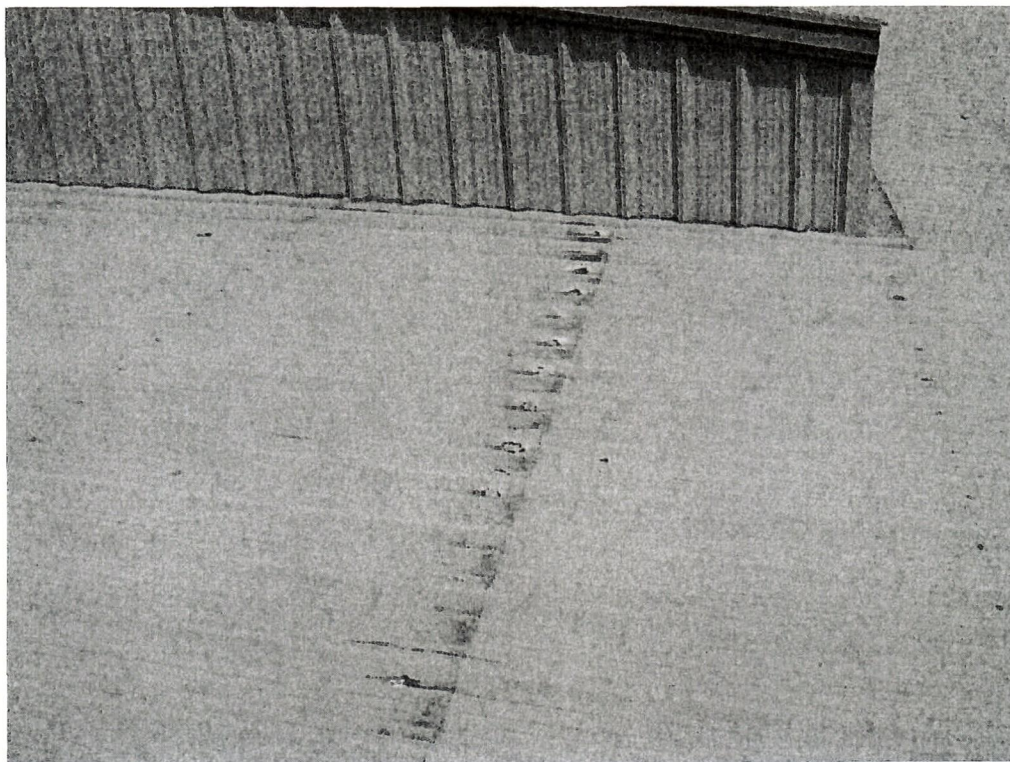


Figure 3



Figure 4

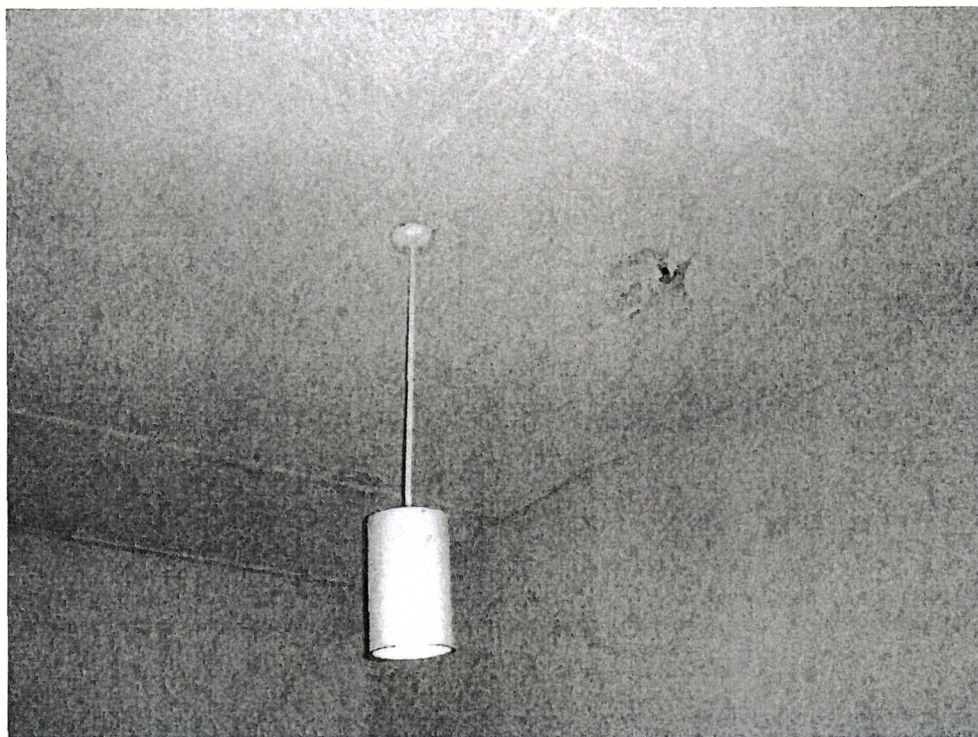


Figure 5

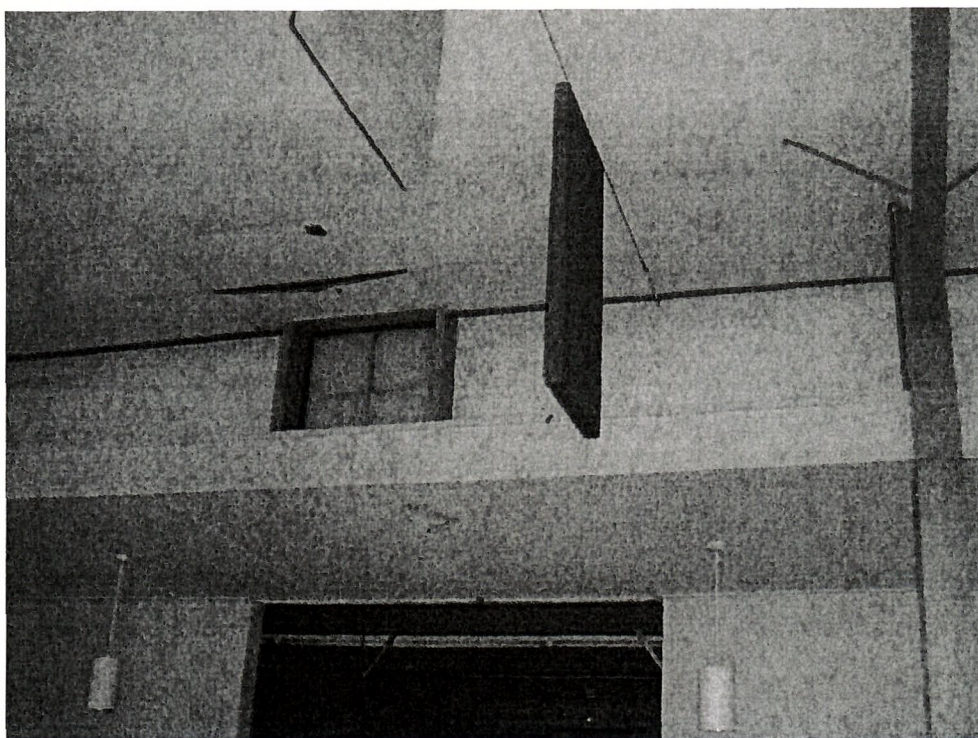


Figure 6

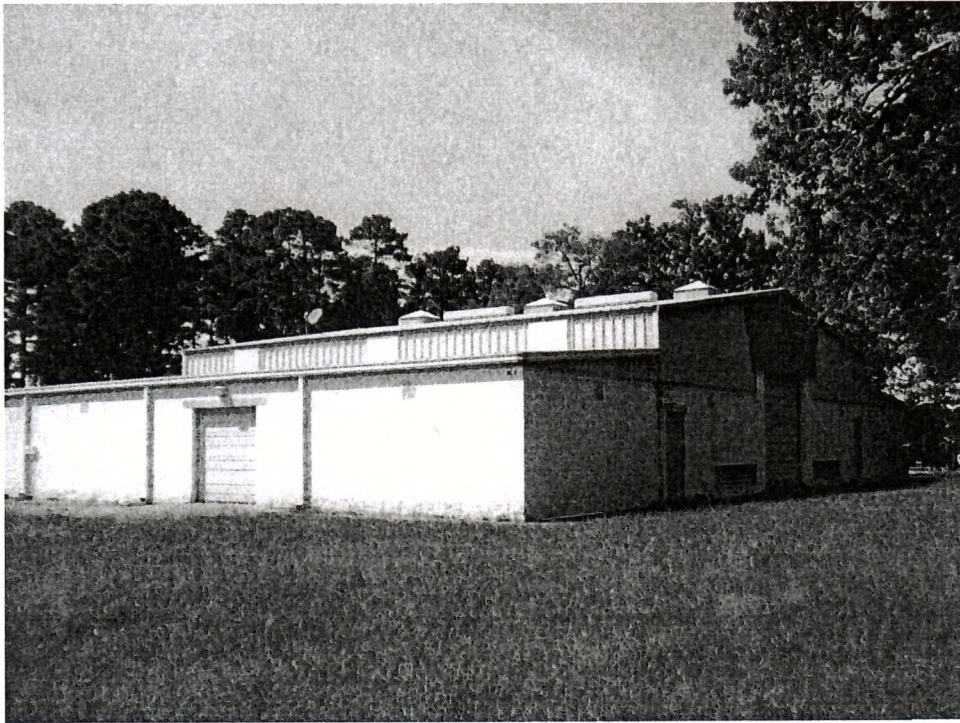


Figure 7

Exhibit B**Hourly Rate Schedule**Hourly Rate Schedule

1. Principal Engineer.....	\$195/hr.
2. Principal Architect.....	\$195/hr.
3. Principal Surveyor.....	\$175/hr.
4. Engineering/Architectural Technician.....	\$125/hr.
5. Surveying Technician.....	\$115/hr.
6. Survey Field Crew.....	\$150/hr.
7. Administrative Assistant.....	\$95/hr.



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



Q-558329-45457.942AL
 Issued: 06/14/2024
 Quote Expiration: 06/26/2024
 Estimated Contract Start Date: 09/15/2024

Account Number: 183884
 Payment Terms: N30
 Delivery Method:

SHIP TO	BILL TO
Marion County Sheriff's Dept. - TX 114 W Austin St Jefferson, TX 75657-2279 USA	Marion County Sheriff's Dept. - TX 114 W Austin St Jefferson TX 75657-2279 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Avery Lawrence Phone: Email: aylawrence@axon.com Fax:	David Capps Phone: 1-903-665-3961 Email: david.capps@co.marion.tx.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$47,544.00
ESTIMATED TOTAL W/ TAX	\$47,544.00

Discount Summary

Average Savings Per Year	\$3,173.02
TOTAL SAVINGS	\$15,865.10

Exhibit "B"

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	\$47,544.00	\$0.00	\$47,544.00
Total	\$47,544.00	\$0.00	\$47,544.00

Quote Unbundled Price: \$63,409.10
 Quote List Price: \$51,415.10
 Quote Subtotal: \$47,544.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	10	60	\$101.23	\$81.24	\$79.24	\$47,544.00	\$0.00	\$47,544.00
A la Carte Hardware									
80089	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	1			\$171.10	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$47,544.00	\$0.00	\$47,544.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	10	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	10	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	100	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	9	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	1	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/15/2024
A la Carte	80089	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	1	1	08/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	08/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	08/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	08/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	08/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	08/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	08/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	08/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	08/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	10	09/15/2024	09/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	10	09/15/2024	09/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/15/2024	09/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	10
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	08/15/2025	09/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	10	08/15/2025	09/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	08/15/2025	09/14/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	08/15/2025	09/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	114 W Austin St	Jefferson	TX	75657-2279	USA
2	114 W Austin St	Jefferson	TX	75657-2279	USA

Payment Details

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80089	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	1	\$0.00	\$0.00	\$0.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	10	\$47,544.00	\$0.00	\$47,544.00
Total				\$47,544.00	\$0.00	\$47,544.00
Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

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.

Contract BuyBoard Proposal No. 698-23 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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


Signature Leward J. LaFleur, Marion County Judge

6/14/2024

June 21, 2024
Date Signed

