

STATE OF TEXAS §
COUNTY OF POLK §

DATE: October 14, 2025
REGULAR MEETING
ALL PRESENT

**COMMISSIONER'S COURT
AGENDA POSTING # 2025 - 039**

Call to Order. * Invocation * Pledges of Allegiance

Be it remembered on this the 14th day of October 2025, the Honorable Commissioners Court met in “REGULAR” called meeting with the following officers and members present, to wit;

Honorable Sydney Murphy – County Judge presiding,
Guylene Robertson – Commissioner Pct #1,
Mark DuBose – Commissioner Pct #2,
Milton Purvis – Commissioner Pct #3,
Jerry Cassity - Commissioner Pct #4,
Schelana Hock – County Clerk and
Louis Ploth – County Auditor.

WELCOMED & CALLED TO ORDER AT 10:00 AM BY JUDGE SYDNEY MURPHY.

- INVOCATION LED BY SONNY HATHAWAY OF CENTRAL BAPTIST CHURCH.
- PLEDGES TO U.S. & TEXAS FLAGS LED BY SCHELANA HOCK.

Public Comments

None

Informational Reports

Andy Lowrie, Chief Deputy Sheriff presented updated on Sheriffs department monthly activities.

1. PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH.

New Business - Consent Agenda

JUDGE MURPHY NOTED ADDENDUMS TO ITEM 4 IN THE AMOUNT OF \$53,598.84 & \$191,800.33. MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, TO APPROVE THE CONSENT AGENDA AS FOLLOWS: (ALL VOTING YES)

2. APPROVE MINUTES OF PREVIOUS MEETING: September 23, 2025 (Regular Session)
3. APPROVE CORRECTION TO SEPTEMBER 9, 2025 MINUTES.
The corrected minutes specify the amounts of the contract awards for GLO contracts 24-065-044-E536 and 24-065-045-E537 and who they were awarded to (Items 27 A & B).

4. APPROVE SCHEDULES OF BILLS.

DATE	AMOUNT	FUND	CHECK #
FY2025			
9/7/2025	153,794.12	General	ACH 4749,4742,4743,4744, 4746,4747,4748,4758,4759, 4760,4763,4764,4765,4767,

			4768,4754,4756,4757
9/11/2025	8,493.85	General	312547-312556
9/16/2025	116,179.79	General	312678
9/16/2025	8,971.56	General	312679
9/17/2025	280.93	Grants	1318
9/17/2025	66,985.00	Grants	17-19
9/18/2025	176.00	General	312680
9/18/2025	3,355.49	Grants	ACH 037/20
9/19/2025	76,545.28	General	312689-312698
9/19/2025	4,642.81	Grants	ACH 035/1319
9/22/2025	14.77	General	312786
9/24/2025	52,610.53	General	312787-312796
9/24/2025	1,720.00	General	312797
9/26/2025	11,193.96	General	312803-312808
9/26/2025	221,015.75	General	ACH 4775,4770,4771,4772, 4784,4785,4786,4788,47890,4790,4792,4793,4794, 4780,4782,4783
9/26/2025	14.77	General	312819
9/30/2025	3,487.22	General	ACH 4796,4797,4798
9/30/2025	50.00	General	312820
10/3/2025	216,963.10	ARPA	ACH 033/304-309
10/3/2025	52,071.91	General	312824-312832
10/3/2025	364.87	General	ACH 032/1322
10/3/2025	354,555.41	Grants	ACH 035/132/312822
10/14/2025	449,088.63	Grants	ACH 035/1324-1325/ACH 010/312855-312995
TOTAL:	1,802,575.75		
FY2026			
10/1/2025	27,150.59	General	312798-312802
10/2/2025	352,199.06	General	312821
10/3/2025	896.08	General	312823
10/3/2025	87.55	Grants	ACH 035/13232

10/3/2025	7,239.61	General	312854
10/14/2025	47,898.16	General	312996-313015
TOTAL:	435,471.05		
GRAND TOTAL:	2,238,046.80		

5. APPROVE ORDER DESIGNATING SURPLUS PROPERTY.
The Exhibit reflects various items no longer in use by the County Judge's Office, Social Services, Aging Services, Maintenance, Emergency Management, IT, and the District Attorney's Office.
6. RECEIVE AND RECORD PERSONNEL ACTION FORMS SUBMITTED BY ELECTED OFFICIALS SINCE LAST MEETING.
7. APPROVE ORDERS DESIGNATING REGULAR TERMS FOR COUNTY COURT AT LAW AND JUSTICE COURTS FOR FY2026.
8. APPROVE ORDER ASSIGNING SPACE IN COUNTY OWNED BUILDINGS.
9. APPROVE REASSIGNMENT OF OFFICE SPACE IN COUNTY-OWNED BUILDINGS.
Social Services has moved from Offices 152 and 153 to Offices 114 and 118, placing these offices closer to Veterans Services.
Office 152 will remain as storage for social services until all the records stored there are digitized and destroyed.
Office 118, formerly occupied by IT, is now part of Social Services. IT has relocated to Office 140 (previously assigned to MET). With MET concluding its program in Polk County, Office 140 became available for reassignment.
Office 114, previously used for IT storage, has been reassigned to Social Services. IT storage has been moved to Office 153.
10. APPROVE INTERLOCAL AGREEMENTS BETWEEN POLK COUNTY AND THE DEMOCRATIC AND REPUBLICAN PARTIES FOR THE COUNTY'S PROVISION OF ELECTION EQUIPMENT AND SERVICES FOR THE MARCH 3, 2026 PRIMARY ELECTION AND (POSSIBLE) RUN-OFF ELECTION, AS RECOMMENDED BY THE COUNTY CLERK.
11. ACCEPT GRANT AWARDED TO THE POLK COUNTY SHERIFF'S OFFICE BY THE TEXAS SCHOOL SAFETY CENTER FOR TOBACCO ENFORCEMENT PROGRAM (TEP) AND APPROVE INTERLOCAL AGREEMENT REGULATING THE USE OF FUNDS.
The Sheriff's Office has been awarded \$12,500 to enforce Subchapter H, Chapter 161 Texas Health and Safety Code, §161.082 – Sale of Cigarettes, E-cigarettes, and Tobacco Products to persons younger than 18 years of age prohibited: Proof of age required.
12. ACCEPT GRANT AWARDED BY THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), IN THE AMOUNT OF \$53,047.22 FOR EVIDENCE/PROCUREMENT MANAGER POSITION.

13. APPROVE PURCHASE OF COMPUTERS IN THE AMOUNT OF \$37,032.43 FROM CDW, TO BE PAID FROM IT CAPITAL OUTLAY-TECH ROTATION (BUDGETED FUNDS).

Correcting the amount to \$31,840.58

New Business - Regular Agenda

14. DISCUSS AND CONSIDER APPROVAL OF PERSONNEL MATTERS, AS FOLLOWS:

- A. PERSONNEL ACTION FORM REQUESTS SUBMITTED BY DEPARTMENT HEADS SINCE LAST MEETING AND REVIEW OF ANY AUTHORIZED EMERGENCY HIRING. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, APPROVE INCLUDING ONE EMERGENCY HIRE FOR GRANTS/CONTRACT DEPT.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

- B. ANY AND ALL NECESSARY ACTION RELATED TO UPDATE OF PERSONNEL MANAGEMENT SYSTEM BOOK 1. MOTIONED BY MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, TO APPROVE JOB DESCRIPTION FOR BOND CONDITIONS SUPERVISOR AND RECLASSIFICATION OF BRITTANY BROOKS TO THE NEWLY ESTABLISHED POSITION, EFFECTIVE OCTOBER 6, 2025.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

- C. REQUEST FROM COUNTY CLERK SCHELANA HOCK FOR PAYMENT OF VACATION TIME ACCRUED BY HER CHIEF DEPUTY CLERK. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

- D. SELECT HUMAN RESOURCES ADVISORY COMMITTEE BY RANDOM DRAWING. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO SELECT BY RANDOM DRAWING THE FOLLOWING:

ADMIN - TATUM WHITE

JUDICIAL - TOM BROWN

LAW ENFORCEMENT - BYRON LYONS

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

15. CONSIDER REQUESTS FOR REVISIONS AND AMENDMENTS TO THE BUDGET, AS FOLLOWS:

- A. FY2025 AND FY2026 BUDGET REVISIONS AND AMENDMENTS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE; MOTIONED BY MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, TO APPROVE REVISIONS #2025-20 & 2026-03 AND AMENDMENTS #2025-20A & #2026-

03A.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

16. DISCUSS AND CONSIDER APPROVAL OF RESOLUTION AUTHORIZING PAYMENT OF CONTRACTUALLY OBLIGATED SUMS, CONTINGENT UPON THIRD-PARTY VERIFICATION OF COMPLETED WORK.

MOTIONED BY MILT PURVIS, SECONDED BY GUYLENE ROBERTSON, TO APPROVE RESOLUTION.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

17. CONSIDER ANY AND ALL NECESSARY ACTION FOR CAPITAL PURCHASES TO BE PAID FROM GENERAL FUND BALANCE AND INCLUDED ON THE FY2026 REIMBURSEMENT RESOLUTION FOR YEAR-END ISSUANCE OF LEGALLY AUTHORIZED DEBT, AS FOLLOWS;

- A. REACH IN REFRIGERATOR FOR THE POLK COUNTY JAIL, NOT TO EXCEED \$5,554.00.

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

- B. NETWORK EQUIPMENT FOR THE IT DEPARTMENT, TO BE PURCHASED FROM SOUTHERN COMPUTER WAREHOUSE IN THE AMOUNT OF \$58,506.71.

MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, TO APPROVE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

- C. AGREEMENT WITH TYLER TECHNOLOGIES FOR PROJECT ACCOUNTING AND CONTRACTS MANAGEMENT MODULES WITH ANNUAL SOFTWARE FEE IN THE AMOUNT OF \$4,202 TO BE PAID FROM IT CONTRACTS (BUDGETED FUNDS) AND ONE-TIME FEES IN THE AMOUNT OF \$5,470 TO BE INCLUDED ON THE REIMBURSEMENT RESOLUTION.

MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

18. CONSIDER APPROVAL OF AGREEMENT WITH MONTGOMERY TECHNOLOGY SOLUTIONS, LLC FOR JAIL TECHNOLOGY MAINTENANCE WITH AN ANNUAL FEE OF \$35,460 TO BE PAID FROM IT CONTRACTS (BUDGETED FUNDS).

MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, APPROVAL OF AGREEMENT.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

19. CONSIDER ANY AND ALL NECESSARY ACTION REGARDING BID #2026-11 FOR THE PURCHASE OF TWO NEW TRUCKS BY ROAD AND BRIDGE PRECINCT 2. MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO AWARD BID TO MARTIN CHEVROLET FOR TWO (2) 2026 CHEVROLET SILVERADO 1500 4WD CREW CAB 147" LT V8, IN THE AMOUNT OF 53,794.15 EACH.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

20. RATIFY APPROVAL TO ADVERTISE REQUEST FOR PROPOSALS #2026-12 FOR JAIL RESIDENT BANKING SOFTWARE AND COMMISSARY SERVICES. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO RATIFY APPROVAL.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

21. CONSIDER APPROVAL TO ADVERTISE BID #2026-13 FOR THE PURCHASE OF A MOTOR GRADER WITH TRADE IN OF ONE 12-HP VHP MOTOR GRADER, TO BE PAID FROM ROAD AND BRIDGE PRECINCT 4.

MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

22. CONSIDER APPROVAL TO PROCURE A GRANT ADMINISTRATOR AND PROFESSIONAL ENGINEER FOR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY LOCAL COMMUNITIES PROGRAM AND APPOINT A RATING COMMITTEE.

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, APPROVAL TO PROCURE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO APPOINT COMMITTEE AS FOLLOWS:

JESSICA HUTCHINS, GUYLENE ROBERTSON, DAVE SOTTOSANI AND COURTNEY COMSTOCK.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

23. RECEIVE DROUGHT STATUS UPDATE AND CONSIDER ANY NECESSARY ACTION REGARDING AN EXTENSION OF THE BURN BAN IN THE UNINCORPORATED AREAS OF THE COUNTY, IF RECOMMENDED.

MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO APPROVE 30-

DAY EXTENSION OF DISASTER DECLARATION ORDER AND BURN BAN.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

24. CONSIDER APPROVAL OF 2026 POLK COUNTY HOLIDAY SCHEDULE.
MOTIONED BY JERRY CASSITY, SECONDED BY MILT PURVIS, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
25. CONSIDER RESCHEDULING THE NOVEMBER 11TH COMMISSIONERS COURT MEETING WHICH FALLS ON VETERANS DAY (COUNTY HOLIDAY).
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY JERRY CASSITY, TO RESCHEDULE THE NOVEMBER 11 MEETING TO NOVEMBER 12 AT 10:00 AM.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
26. DISCUSS AND CONSIDER APPROVAL OF REVISED AGREEMENT WITH THE CITY OF CORRIGAN FOR ANIMAL CONTROL SERVICES PROVIDED BY THE SHERIFF'S OFFICE.
MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
27. DISCUSS AND CONSIDER APPROVAL OF SHERIFF'S OFFICE REQUEST FOR INTERLOCAL COOPERATION AGREEMENT WITH SAN JACINTO COUNTY FOR THE HOUSING OF POLK COUNTY INMATES, AND DETERMINE METHOD OF FUNDING.
MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO APPROVE AGREEMENT AND RESOLUTION TO UTILIZE GENERAL FUND RESERVES AS THE METHOD OF FUNDING.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
28. DISCUSS AND CONSIDER APPROVAL OF ANY AND ALL NECESSARY ACTION RELATED TO THE TEXAS INDIGENT DEFENSE COMMISSION PUBLIC DEFENDER'S OFFICE GRANT AWARD FOR FY2026.
 - A. ACCEPT THE FY2026 IMPROVEMENT GRANT, IN THE AMOUNT OF \$760,607, FOR THE ESTABLISHMENT OF A PUBLIC DEFENDER'S OFFICE.
MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO APPROVE RESOLUTION AUTHORIZING THE ACCEPTANCE AND FUNDING OF THE FY2026 IMPROVEMENT GRANT FOR THE ESTABLISHMENT OF A PUBLIC DEFENDER'S OFFICE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

- B. APPROVE JOB DESCRIPTION FOR CHIEF PUBLIC DEFENDER.
MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO
APPROVE PENDING APPROVAL OF THE DESCRIPTION FROM THE TEXAS
INDIGENT DEFENSE COMMISSION.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

29. DISCUSS AND CONSIDER CHANGES TO THE COUNTY PURCHASING POLICY.
MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO APPROVE
UPDATED PURCHASING POLICY WITH NO FURTHER CHANGES.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

Adjourn

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO ADJOURN AT 10:49
A.M.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

SYDNEY MURPHY, COUNTY JUDGE

ATTEST:

SCHELANA HOCK, COUNTY CLERK



Domestic Violence Awareness Month

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse including abuse of children and the elderly, and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial, and societal barriers, and are supported by societal indifferences, and

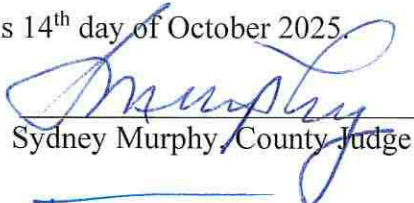
WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home,

NOW, THEREFORE, in recognition of the important work done by Domestic Violence Programs, we do hereby proclaim the month of October to be

Domestic Violence Awareness Month

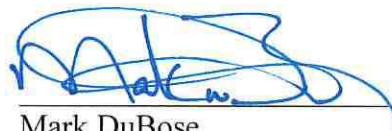
and urge all citizens to actively participate in the scheduled activities and programs to work toward eradicating domestic violence, improving victim safety, and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

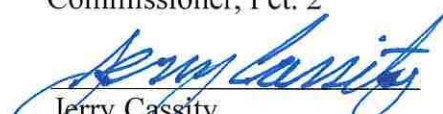
Proclaimed and signed this 14th day of October 2025.


Sydney Murphy, County Judge


Gylene Robertson
Commissioner, Pct. 1


Milt Purvis
Commissioner, Pct. 3


Mark DuBose
Commissioner, Pct. 2


Jerry Cassity
Commissioner, Pct. 4

STATE OF TEXAS §
COUNTY OF POLK §

DATE: September 23, 2025
REGULAR MEETING
ALL PRESENT

**COMMISSIONER'S COURT
AGENDA POSTING # 2025 - 038**

Call to Order. * Invocation * Pledges of Allegiance

Be it remembered on this the 23rd day of September 2025, the Honorable Commissioners Court met in "REGULAR" called meeting with the following officers and members present, to wit;

Honorable Sydney Murphy – County Judge presiding,
Guylene Robertson – Commissioner Pct #1,
Mark DuBose – Commissioner Pct #2,
Milton Purvis – Commissioner Pct #3,
Jerry Cassity - Commissioner Pct #4,
Wendy Timm – Deputy County Clerk and
Louis Ploth – County Auditor.

WELCOMED & CALLED TO ORDER AT 10:00 AM BY JUDGE SYDNEY MURPHY.

- INVOCATION LED BY CHRIS BORDEN OF LIVINGSTON ASSEMBLY OF GOD.
- PLEDGES TO U.S. & TEXAS FLAGS LED BY WENDY TIMM.

Public Comments

1. Billy Lambeth updated the Court about geese.
2. Barbara Justice of Workforce Solutions provided info on their services and upcoming events.

Informational Reports

Cecilia Flores, Alabama-Coushatta Tribal Council Chairwoman, reported to the Court that they have received authorization from the National Indian Gaming Commission, and they are moving forward with plans to develop the Naskila Casino Resort in Leggett.

1. POLK COUNTY HISTORICAL COMMISSION RECEIVES DISTINGUISHED SERVICE AWARD.
2. YEARLY INFORMATIONAL REPORT FROM POLK COUNTY MEMORIAL MUSEUM.

Old Business

3. CONSIDER APPROVAL OF PERSONNEL MATTERS, AS FOLLOWS:
 - A. UPDATE TO PERSONNEL MANAGEMENT SYSTEM BOOK 1 AND BOOK 2. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, APPROVAL OF THE POLICY UPDATE TO BOOK 2, AS PROVIDED, AND APPROVAL OF THE UPDATED JOB DESCRIPTIONS FOR PURCHASING & PROCUREMENT COORDINATOR, GRANTS & CONTRACTS COORDINATOR, AND VETERAN'S SERVICES OFFICER; NO CHANGES TO THE AGING SERVICES DIRECTOR, AND THE LIAISON FOR COMMUNICATIONS WITH AGING SERVICES ON BEHALF OF COMMISSIONERS COURT WILL TRANSITION FROM THE COUNTY JUDGE'S OFFICE TO ROAD & BRIDGE PRECINCT 2.

VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

New Business - Consent Agenda

THERE ARE ADDENDUMS TO ITEM 5 IN THE AMOUNTS OF \$644,502.95 AND \$730,584.56. MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE THE CONSENT AGENDA AS FOLLOWS: (ALL VOTING YES)

4. APPROVE MINUTES OF PREVIOUS MEETINGS: August 25, 2025 (Special Session), September 9, 2025 (Regular/Special Sessions), And September 15, 2025 (Special Session)

5. APPROVE SCHEDULES OF BILLS.

DATE	AMOUNT	FUND	CHECK #
9/5/2025	60,935.65	General	312426-312442
9/5/2025	314,758.99	Grants	ACH 083/599-600/ACH 010/312513-312525
9/11/2025	206,196.81	General	312528
9/12/2025	22,191.07	General	312529-312546
9/16/2025	336,584.60	ARPA	302-303
TOTAL:	940,667.12		
	Addendum #1	\$644,502.95 to appear on a future schedule	
	Addendum #2	\$730,584.56 to appear on a future schedule	

6. APPROVE ORDER DESIGNATING SURPLUS PROPERTY.
The Exhibit reflects various items no longer in use by Sheriffs Office.
7. RECEIVE AND RECORD PERSONNEL ACTION FORMS SUBMITTED BY ELECTED OFFICIALS SINCE LAST MEETING.
8. RECEIVE COUNTY AUDITOR'S MONTHLY REPORT, PURSUANT TO LOCAL GOVERNMENT CODE SEC. 114.025.
9. RECEIVE COUNTY TREASURER'S REPORT FOR AUGUST 2025.
10. APPROVE CONSTABLE PRECINCT 3, KEVIN BURMAN REQUEST TO REMOVE ANTHONY RAY MYERS AS RESERVE DEPUTY CONSTABLE.
11. APPROVE CONSTABLE PRECINCT 4, DARWON EVANS REQUEST TO REMOVE CALEB CLAYTON AS RESERVE DEPUTY CONSTABLE.
12. APPROVE RE-APPOINTMENT OF DR. RAY LUNA AS LOCAL HEALTH AUTHORITY, PURSUANT TO TEXAS HEALTH & SAFETY CODE SECTION 121.021, FOR TWO-YEAR TERM COMMENCING OCTOBER 1, 2025, TO INCLUDE APPOINTMENT AS

INFECTION CONTROL OFFICER AND NAMING OF DR. JEFFREY LUNA AS ALTERNATE INFECTION CONTROL OFFICER, PURSUANT TO HEALTH & SAFETY CODE CHAPTER 81 AS AMENDED BY S.B. 1574.

13. RATIFY CONTRACT RENEWAL WITH APPRISS, INC. FOR THE PROVISION OF A STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVN).
14. RATIFY APPROVAL OF SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT WITH BURKE CENTER TO RENEW THE MENTAL HEALTH DEPUTY GRANT AGREEMENT THROUGH AUGUST 31, 2026.
15. APPROVE AGREEMENT WITH CITY OF LIVINGSTON FOR (LVFD) FIREFIGHTING SERVICES.
16. APPROVE USE OF \$5,880 FROM INFORMATION TECHNOLOGY CAPITAL OUTLAY REPAIR/REPLACE IT EQUIPMENT (BUDGETED FUNDS) FOR DATA BACKUP SOLUTION FROM NINJA-ONE.
17. ACCEPT TOTAL LOSS OFFER FOR 2016 CHEVROLET SILVERADO.

New Business - Regular Agenda

18. CONSIDER APPROVAL OF PERSONNEL MATTERS, AS FOLLOWS:
 - A. PERSONNEL ACTION FORM REQUESTS SUBMITTED BY DEPARTMENT HEADS SINCE LAST MEETING AND REVIEW OF ANY AUTHORIZED EMERGENCY HIRING. JUDGE MURPHY NOTED THERE WERE NO EMERGENCY HIRES. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
 - B. ANY AND ALL NECESSARY ACTION RELATED TO REQUEST FROM SHERIFF LYONS TO PAY OUT ACCRUED STRAIGHT TIME, F.L.S.A. TIME, AND HOLIDAY TIME, AS PRESENTED.
MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, TO APPROVE REQUEST TO PAY ALL ACCRUED FLA AND STRAIGHT TIME FOR DEPUTIES AND ALL STRAIGHT, FLA, AND HOLIDAY TIME FOR JAIL STAFF, AS PRESENTED.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
 - C. PAY OUT OF ALL ACCRUED STRAIGHT TIME UPON THE DISCONTINUATION OF STRAIGHT-TIME LEAVE CODE.
MOTIONED BY MILT PURVIS, SECONDED BY GUYLENE ROBERTSON, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
19. CONSIDER REQUESTS FOR REVISIONS AND AMENDMENTS TO THE BUDGET, AS

FOLLOWS:

- A. FY2025 AND FY2026 BUDGET REVISIONS AND AMENDMENTS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE;
MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO APPROVE REVISIONS #2025-19 & #2026-2 AND AMENDMENTS #2025-19(A) & #2026-2(A).
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- 20. CONSIDER REQUESTS FOR CAPITAL PURCHASES TO BE PAID FROM GENERAL FUND BALANCE AND INCLUDED ON THE FY2026 REIMBURSEMENT RESOLUTION FOR YEAR-END ISSUANCE OF LEGALLY AUTHORIZED DEBT, AS FOLLOWS;
 - A. POLICE EQUIPMENT FOR CONSTABLE PRECINCT 3 IN THE AMOUNTS OF \$6,972 TO BE PURCHASED FROM STALKER RADAR AND \$5,965.20 TO BE PURCHASED FROM NKB CONCEPTS.
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- 21. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RE-BIDS, AS FOLLOWS:
 - A. RE-BID #2026-02.05 FOR LIMESTONE ROAD BASE
MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, TO ACCEPT ALL BIDS FROM CRUSHED STONE, HUGHES DOZER, AND TEXAS MATERIALS GROUP.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
 - B. RE-BID #2026-04.05 FOR LIMESTONE ROAD BASE
MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, TO ACCEPT ALL BIDS FROM CRUSHED STONE, HUGHES DOZER, AND TEXAS MATERIALS GROUP.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
 - C. RE-BID #2026-09 FOR MOTOR GRADER BLADES
MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO ACCEPT BID FROM MUSTANG CAT, IN LUFKIN.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- 22. CONSIDER APPROVAL TO AUTHORIZE GOODWIN, LASITER AND STRONG (GLS) TO ADVERTISE FOR ROAD IMPROVEMENT CONSTRUCTION BIDS FOR THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL MITIGATION PROJECTS, AS FOLLOWS:

- A. GENERAL LAND OFFICE CONTRACT NO. 24-065-044-E536.
MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, TO AUTHORIZE
ADVERTISEMENT OF BID PACKET.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- B. GENERAL LAND OFFICE CONTRACT NO. 24-065-044E537.
MOTIONED BY MILT PURVIS, SECONDED BY GUYLENE ROBERTSON, TO
DELETE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
23. CONSIDER APPROVAL OF THREE-YEAR AGREEMENT WITH EASTEX TELEPHONE
FOR VOICE OVER INTERNET PROTOCOL (VOIP) PHONE SERVICE.
MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
24. CONSIDER APPROVAL, APPROVAL UPON CONDITIONS MET, OR REJECTION OF
REPLAT OF CLEARWATER SPRINGS SUBDIVISION, APPLICATION, LOCATED IN
PRECINCT 2.
MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
25. CONSIDER ANY/ALL NECESSARY ACTION REGARDING PROPOSAL FROM THE
POLK CENTRAL APPRAISAL DISTRICT TO PURCHASE 202 MATHEWS STREET.
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MILT PURVIS, TO
APPROVE RESOLUTION AUTHORIZING THE PURCHASE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
26. APPROVE RESOLUTION IN SUPPORT OF OPERATION GREEN LIGHT FOR
VETERANS.
MOTIONED BY MILT PURVIS, SECONDED BY GUYLENE ROBERTSON, TO
APPROVE RESOLUTION.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

ADDENDUM

27. CONSIDER APPROVAL OF ORDER ADOPTING THE POLK COUNTY PUBLIC
INFORMATION ACT POLICY AND ESTABLISHING TIME LIMITS UNDER TEX.
GOV'T CODE SECTION 552.275.
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, TO

APPROVE ORDER.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

Adjourn

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO ADJOURN AT 10:52
A.M.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED



SYDNEY MURPHY, COUNTY JUDGE

ATTEST:



SCHELANA HOCK, COUNTY CLERK

BY: _____
WENDY TIMM, DEPUTY CLERK

STATE OF TEXAS §
COUNTY OF POLK §

DATE: September 9, 2025
REGULAR MEETING
ALL PRESENT

COMMISSIONER'S COURT
AGENDA POSTING # 2025 - 036

Call to Order. * Invocation * Pledges of Allegiance

Be it remembered on this the 9th day of September 2025, the Honorable Commissioners Court met in "REGULAR" called meeting with the following officers and members present, to wit;

Honorable Sydney Murphy – County Judge presiding,
Guylene Robertson – Commissioner Pct #1,
Mark DuBose – Commissioner Pct #2,
Milton Purvis – Commissioner Pct #3,
Jerry Cassity - Commissioner Pct #4,
Cassie Simmons – Deputy County Clerk and
Louis Ploth – County Auditor.

WELCOMED & CALLED TO ORDER AT 10:00 AM BY JUDGE SYDNEY MURPHY.

- INVOCATION LED BY LINDELL MITCHELL OF LIVINGSTON CHURCH OF CHRIST.
- PLEDGES TO U.S. & TEXAS FLAGS LED BY CASSIE SIMMONS.

Public Comments

Billy Lambeth provided an update on the goose report at lakeside village.

Informational Reports

1. PROCLAMATION RECOGNIZING SEPTEMBER 2025 AS SUICIDE PREVENTION AWARENESS MONTH.
2. UPDATE FROM THE POLK COUNTY WELLNESS COMMITTEE REGARDING MENTAL HEALTH WELLNESS WORKSHOP FOR COUNTY EMPLOYEES.
The Wellness Committee is hosting TAC for a Mental Health Awareness Workshop for county employees on September 25th. Presentations will be held at Dunbar, and all employees are invited to attend.
3. YEARLY REPORT FROM INFORMATION TECHNOLOGIES.

Old Business

4. CONSIDER ANY/ALL NECESSARY ACTION REGARDING ANNUAL BIDS FOR PURCHASE OF:
 - A. BID #2026-01.08, #2026-02.08, #2026-03.08, AND #2026-04.08
MOTIONED BY MILT PURVIS, SECONDED BY GUYLENE ROBERTSON, TO ACCEPT BID.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

New Business - Consent Agenda

MOTIONED BY GUYLENE ROBERTSON, SECONDED BY JERRY CASSITY, TO APPROVE THE CONSENT AGENDA AS FOLLOWS: (ALL VOTING YES)

5. APPROVE MINUTES OF PREVIOUS MEETING: August 26, 2025 (Regular Session)

6. APPROVE SCHEDULES OF BILLS.

DATE	AMOUNT	FUND	CHECK #
8/21/2025	152,832.00	Grants	ACH 035/1314/ACH 010/312219
8/22/2025	44,112.80	Grants	ACH 035/1315/ACH 010/312239-312248
8/27/2025	114,813.75	General	ACH 4736,4737,4738
8/27/2025	8,000.00	Historical Commission	1670
8/28/2025	14.77	General	312293
8/29/2025	155,500.71	General	ACH 4728,4725,4726,4727, 4733,4734,4735,4729,4731, 4732
8/29/2025	7,654.73	General	312320-312324
9/1/2025	27,150.59	General	312327-312331
9/3/2025	369.95	Grants	ACH 035/1316
9/9/2025	410,023.93	General	312332-312408
TOTAL:	920,473.23		

7. APPROVE ORDER DESIGNATING SURPLUS PROPERTY.

The Exhibit reflects various items no longer in use by the Maintenance Department.

8. APPROVE ORDER DESIGNATING OUTDATED AND UNLOCATED ASSETS AS SURPLUS PROPERTY FOR THE PURPOSE OF INVENTORY RECONCILIATION.

The Exhibit reflects various items no longer in use by the Maintenance Department and General Operations.

9. RECEIVE AND RECORD PERSONNEL ACTION FORMS SUBMITTED BY ELECTED OFFICIALS SINCE LAST MEETING.

10. RECEIVE AND RECORD DISTRICT JUDGES' ORDER OF RE-APPOINTMENT AND OATH OF LOUIS PLOTH AS COUNTY AUDITOR FOR POLK COUNTY, EFFECTIVE SEPTEMBER 18, 2025.

11. APPROVE CONSTABLE PRECINCT 3, KEVIN BURMAN REQUEST TO REMOVE JEREMY ALLEN AS RESERVE DEPUTY CONSTABLE.

12. AUTHORIZE DISTRICT ATTORNEY SHELLY SITTON TO ENTER INTO A NON-TERMINAL AGREEMENT WITH THE CITY OF LIVINGSTON POLICE DEPARTMENT.
13. AUTHORIZE DISTRICT ATTORNEY SHELLY SITTON TO ENTER INTO A NON-TERMINAL AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY.
14. APPROVE JOINT CONTRACT FOR ELECTION SERVICES WITH CITY OF LIVINGSTON FOR THE COUNTY'S PROVISION OF ELECTION EQUIPMENT AND SERVICES FOR THE NOVEMBER 4, 2025 GENERAL ELECTION, AS RECOMMENDED BY THE COUNTY CLERK.
15. APPROVE RENEWAL AGREEMENT WITH INTEGRATED DATA SERVICES FOR COUNTY CLERK'S IMAGING SOFTWARE MAINTENANCE FOR FY2026.
16. APPROVE AGREEMENTS WITH THE POLK COUNTY CHAMBER OF COMMERCE, POLK COUNTY HIGHER EDUCATION AND TECHNOLOGY FOUNDATION, AND THE POLK COUNTY HISTORICAL COMMISSION FOR THE QUARTERLY DISTRIBUTION OF HOTEL OCCUPANCY TAX FUNDS, EFFECTIVE OCTOBER 1, 2025.
17. APPROVE A 12-MONTH RENEWAL OF THE PRE-POSITIONED CONTRACTS WITH KDF ENTERPRISES (PRIMARY) AND DRC EMERGENCY SERVICES (SECONDARY) FOR DISASTER DEBRIS REMOVAL, REDUCTION, DISPOSAL, AND OTHER DEBRIS-RELATED SERVICES, CONTINGENT UPON MUTUAL AGREEMENT IN ACCORDANCE WITH THE TERMS OF THE EXISTING CONTRACTS.
18. APPROVE ORDER SETTING JUROR REIMBURSEMENT FOR FY2026.
19. APPROVE PERMITS REQUEST FOR PETTY CASH IN THE AMOUNT OF \$150.
20. APPROVE USE OF \$29,106.69 FROM INFORMATION TECHNOLOGY CAPITAL OUTLAY REPAIR/REPLACE IT EQUIPMENT (BUDGETED FUNDS) FOR THE PURCHASE AND INSTALLATION OF SIX FIREWALLS.

New Business - Regular Agenda

21. CONSIDER RESOLUTION APPROVING ISSUANCE BY THE COLORADO HEALTH FACILITIES AUTHORITY (COHFA) OF TAX EXEMPT BONDS (THE COHFA BONDS) TO FINANCE AND REFINANCE CERTAIN PROJECTS FOR MEMORIAL HEALTH SYSTEM OF EAST TEXAS.
MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO APPROVE RESOLUTION.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
22. CONSIDER APPROVAL OF PERSONNEL MATTERS, AS FOLLOWS:
 - A. PERSONNEL ACTION FORM REQUESTS SUBMITTED BY DEPARTMENT HEADS SINCE LAST MEETING AND REVIEW OF ANY AUTHORIZED EMERGENCY HIRING. JUDGE MURPHY NOTED THERE WERE NO EMERGENCY HIRES. MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, TO APPROVE.

VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

B. UPDATE TO PERSONNEL MANAGEMENT SYSTEM BOOK 1 AND BOOK 2.

Judge Murphy discussed the proposed changes. The changes to Book 1 include establishing an HR Advisory Committee, Defining Clothing Allowance, revisions to the Work Schedule and Time Reporting section to eliminate "straight comp time" and establish "exempt credit hours" (non-compensable) and "law enforcement credit hours" (compensable), clarifying the Holidays Worked benefit, establishing disaster pay during emergency closings for essential employees, and establishing pay policy for those employees that are "engaged to wait" and "waiting to be engaged". The changes to Book 2 include updating the job descriptions for Purchasing & Procurement Coordinator, Aging Services Director, Veteran Services Director and Social Services Director, to consolidate those departments as discussed during FY2026 budget development.

Commissioner DuBose expressed that the county should not take away the benefit of paying out holiday pay upon separation. Judge Murphy clarified that the current policy and previous policy did not include payment of holiday time upon separation, and so that should never have been paid out to begin with. The intended benefit is to provide employees with the day off to celebrate the holiday with family members, and that the policy was previously updated to ensure that those employees that must work the holiday would be paid double for doing so. Those employees that accrue holiday hours have 12 months from the time it is accrued to take that time off.

Commissioner DuBose also expressed concern about the consolidation of Purchasing & Procurement with Grants & Contracts and the Veterans Services and Aging Services with Social Services.

MOTIONED BY GUYLENE ROBERTSON, SECONDED BY NONE, TO APPROVE.

VOTES NO: 0

VOTES YES: 0

VOTES RESULT: FAILED

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO TABLE.

VOTES NO: 1

VOTES YES: 4

VOTES RESULT: CARRIED

23. CONSIDER REQUESTS FOR REVISIONS AND AMENDMENTS TO THE BUDGET, AS FOLLOWS:

A. FY2025 BUDGET REVISIONS AND AMENDMENTS AND FY2026 AMENDMENTS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE;

MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, TO APPROVE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

24. CONSIDER REQUESTS FOR CAPITAL PURCHASES TO BE PAID FROM GENERAL FUND BALANCE AND INCLUDED ON THE FY2026 REIMBURSEMENT RESOLUTION FOR YEAR-END ISSUANCE OF LEGALLY AUTHORIZED DEBT, AS FOLLOWS;

- A. AFTER-MARKET EQUIPMENT INSTALLED BY TEXAS FLEET OUTFITTERS ON NINE LEASED VEHICLES FOR THE SHERIFF'S OFFICE, IN THE AMOUNT OF \$207,587.40.
MOTIONED BY MILT PURVIS, SECONDED BY GUYLENE ROBERTSON, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- B. AFTER-MARKET EQUIPMENT INSTALLED BY TEXAS FLEET OUTFITTERS ON LEASED VEHICLE FOR CONSTABLE PRECINCT 1, IN THE AMOUNT OF \$14,657.62.
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- C. CABINETS AND SHELVING FOR COUNTY CLERK LAND RECORDS PURCHASED FROM DATUM STORAGE SOLUTIONS IN THE AMOUNT OF \$69,516.02.
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
25. CONSIDER APPROVAL TO ADVERTISE BID #2026-11 FOR THE PURCHASE OF TWO (2) PICKUP TRUCKS FOR ROAD AND BRIDGE PRECINCT 2, TO BE PAID FROM ROAD AND BRIDGE PRECINCT 2 FY2026 BUDGET.
MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
26. CONSIDER NOMINATIONS, BY RESOLUTION, FOR POLK CENTRAL APPRAISAL DISTRICT BOARD MEMBERS FOR THE 2026/2027 TERM.
MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE RESOLUTION NOMINATING THE CURRENT MEMBERS, INCLUDING MIKE NETTLES, TOM CURRAN, DAN ELLIS, PAUL DAVID EVANS, AND STEVE HULLIHEN, TO CONTINUE TO SERVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
27. DISCUSS AND TAKE ANY/ALL NECESSARY ACTION ON CONSTRUCTION BIDS RECEIVED ON THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING AND URBAN DEVELOPMENT MOST IMPACTED AND DISTRESSED WATER INFRASTRUCTURE PROJECTS, AS FOLLOWS :
- A. GLO CONTRACT NO. 24-065-044-E536
This GLO Contract covers the water infrastructure upgrades for Leggett WSC, Shiloh Ridge WSC, and Soda WSC. As construction costs have increased since the funding was initially awarded, Shiloh Ridge WSC and Soda WSC have both opted to cut their original projects and

Leggett has declined to move forward with their project, thus reallocating funds to the other two projects.

MOTIONED BY GUYLENE ROBERTSON, SECONDED BY JERRY CASSITY, TO AWARD THE CONTRACT FOR PACKAGES "B" FOR SHILOH RIDGE WSC AND "C" FOR SODA WSC/WITH ADDITIVE ALTERNATE TO DUPLICHAIR CONTRACTORS IN THE AMOUNT OF \$560,600.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

B. GLO CONTRACT NO. 24-065-045-E537

This GLO Contract covers the water infrastructure upgrades for Dallardsville Segno WSC and Damascus-Stryker WSC. As construction costs have increased since the funding was initially awarded, Dallardsville Segno WSC has declined to move forward with their project, thus reallocating funds to Damascus-Stryker WSC.

MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO AWARD THE CONTRACT FOR PACKAGE "B" FOR DAMASCUS-STRYKER WSC (BASE BID ONLY) TO DUPLICHAIR CONTRACTORS IN THE AMOUNT OF \$403,500.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

28. DISCUSS SENATE BILL 1173, WHICH HAS LIFTED THE REQUIREMENT FOR COMPETITIVE BIDS FROM \$50,000 TO \$100,000, AND CONSIDER ANY/ALL NECESSARY ACTION RELATED TO THE POLK COUNTY PURCHASING POLICY. MOTIONED BY JERRY CASSITY, SECONDED BY MILT PURVIS, TO APPROVE A MODIFICATION OF POLICY TO INCREASE THE COMPETITIVE BID THRESHOLD TO \$100,000.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

29. DISCUSS AND CONSIDER ANY/ALL NECESSARY ACTION RELATING TO THE DISTRIBUTION OF DISCRETIONARY SALARY POOL FUNDS.

Judge Murphy notified the Court that the cost to increase each corrections officer (including direct supervisors) and telecommunications operator position by two steps as previously discussed is \$88,000. This is sufficient to allow all incoming hires in these positions to begin at step 3.

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE THE 2-STEP INCREASE FOR THESE POSITIONS, PROVIDE 25% OF THE REMAINING FUNDS TO EACH THE JAIL AND THE SHERIFF, AND TO SPLIT THE REMAINING 50% PROPORTIONATELY BETWEEN ALL OTHER DEPARTMENTS SUPPORTED BY THE GENERAL FUND.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

Adjourn

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO ADJOURN AT 11:20 AM.

VOTES NO: 0

VOTES YES: 5
VOTES RESULT: CARRIED



SYDNEY MURPHY, COUNTY JUDGE

ATTEST:



SCHELANA HOCK, COUNTY CLERK

BY: _____
CASSIE SIMMONS, DEPUTY CLERK

FY25



Polk County, TX

Check Register

Packet: APPKT07796 - GRANT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 19135	COMPLEX CONTRACTING, INC	10/03/2025	Regular	0.00	109,912.18	1321

Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	109,912.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	109,912.18

ACH # _____ - 035
CHECK #S 1321 - grants Bank

ACH # _____ - Main Bank
CHECK #S 312822 -

Check Register

Packet: APPKT07796-GRANT

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
19135	COMPLEX CONTRACTING, INC	10/03/2025	Regular	0.00	244,643.23	312822

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	244,643.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	244,643.23

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	354,555.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	354,555.41

Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	109,912.18
999	POOLED CASH - COUNTY FUNDS	10/2025	244,643.23
			354,555.41

FY25



Polk County, TX

Check Register

Packet: APPKT07798 - GRANT FY25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 724	SAM HOUSTON ELECTRIC COOP. INC	10/03/2025	Regular	0.00	364.87	1322

Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	364.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	364.87

ACH # _____ -035

CHECK #'S 1322 - grants Bank

Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	364.87
			364.87

FY25



Polk County, TX

Check Register

Packet: APPKT07773 - UTILITIES FY25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
11454	CENTERPOINT ENERGY ENTEX	10/03/2025	Regular	0.00	2,432.99	312824
125	CITY OF LIVINGSTON *	10/03/2025	Regular	0.00	45,179.49	312825
	Void	10/03/2025	Regular	0.00	0.00	312826
1225	L.L.W.S. AND S.S.C.	10/03/2025	Regular	0.00	95.90	312827
438	LEGGETT WATER SUPPLY CORP.	10/03/2025	Regular	0.00	50.25	312828
563	MOSCOW WATER SUPPLY CORP	10/03/2025	Regular	0.00	50.75	312829
13680	ONALASKA WATER SUPPLY CORP.	10/03/2025	Regular	0.00	97.42	312830
724	SAM HOUSTON ELECTRIC COOP. INC	10/03/2025	Regular	0.00	1,465.11	312831
15500	TYLER TECHNOLOGIES, INC	10/03/2025	Regular	0.00	2,700.00	312832

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	8	0.00	52,071.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	9	0.00	52,071.91

ACH # _____

CHECK #'S 312824 - 312832

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	52,071.91
			<u>52,071.91</u>

FY25



Polk County, TX

Check Register

Packet: APPKT07802 - ARPA FUND

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP 033 AMERICAN RES-AP 033 AMERICAN RESUE PLAN ACT						
15827	DUPLICHAIR CONTRACTORS, LLP	10/03/2025	Regular	0.00	13,110.00	304
15827	DUPLICHAIR CONTRACTORS, LLP	10/03/2025	Regular	0.00	53,712.50	305
15827	DUPLICHAIR CONTRACTORS, LLP	10/03/2025	Regular	0.00	15,912.40	306
6221	GOODWIN LASITER INC	10/03/2025	Regular	0.00	26,574.70	307
19495	PHOENIX FABRICATORS HOLDING, L	10/03/2025	Regular	0.00	33,617.25	308
19495	PHOENIX FABRICATORS HOLDING, L	10/03/2025	Regular	0.00	74,036.25	309

Bank Code AP 033 AMERICAN RES Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	216,963.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	6	6	0.00	216,963.10

ACH # _____ -033

CHECK #'S 304 - 309 ARPA Bank

Fund Summary

Fund	Name	Period	Amount
033	AMERICAN RESCUE PLAN ACT	10/2025	216,963.10
			<u>216,963.10</u>

Fy25



Polk County, TX

Check Register

Packet: APPKT07810 - fy25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035						
13713	COOK TIRE & SERVICE CENTER, INC	10/14/2025	Regular	0.00	4,537.68	1324
6221	GOODWIN LASITER INC	10/14/2025	Regular	0.00	27,507.26	1325

Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	2	0.00	32,044.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	2	0.00	32,044.94

ACH # _____ -035
 CHECK #'S 1324 - 1325 grants Bank

ACH # _____ -010
 CHECK #'S 312855 - 312995 main Bank

Check Register

Packet: APPKT07810-fy25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
13665	AINSWORTH, MICHAEL	10/14/2025	Regular	0.00	113.67	312855
16812	ALLEYTON RESOURCE, LLC	10/14/2025	Regular	0.00	20,829.98	312856
20232	ALYSSA MARSHALL ATTORNEY AT L	10/14/2025	Regular	0.00	450.00	312857
15166	AMERICAN FILTER SERVICE	10/14/2025	Regular	0.00	1,005.24	312858
14911	ANDREAS, DUSTIN	10/14/2025	Regular	0.00	1,350.00	312859
11399	ANGELINA COLLEGE POLICE ACADEM	10/14/2025	Regular	0.00	7,498.00	312860
700	ANGELINA DIAGNOSTIC RADIOLOGY	10/14/2025	Regular	0.00	224.27	312861
15027	APPRAISAL & COLLECTION TECHNOI	10/14/2025	Regular	0.00	879.00	312862
14148	AUTO-CHLOR SERVICES, LLC	10/14/2025	Regular	0.00	260.00	312863
800571	BARNES, CRAIG	10/14/2025	Regular	0.00	58.00	312864
19011	BATWING FIELD SERVICES, LLC	10/14/2025	Regular	0.00	1,700.31	312865
15967	BAYLOR ST. LUKE'S MEDICAL GROU	10/14/2025	Regular	0.00	335.84	312866
16669	BEN E. KEITH COMPANY	10/14/2025	Regular	0.00	11,916.04	312867
12141	BENITEZ, MARCO DR.	10/14/2025	Regular	0.00	95.36	312868
800570	BENNINGFIELD, DONALD	10/14/2025	Regular	0.00	58.00	312869
8594	BERG, CECIL E.	10/14/2025	Regular	0.00	6,472.50	312870
37	BROKEN ARROW PEST CONTROL LLC	10/14/2025	Regular	0.00	445.00	312871
800569	BUMPUS, CHERYL	10/14/2025	Regular	0.00	58.00	312872
18760	C.T. JONES INSURANCE AGENCY, INC	10/14/2025	Regular	0.00	681.00	312873
13901	CASA OF THE PINES	10/14/2025	Regular	0.00	589.84	312874
13607	CCC BLACKTOPPING, LLC	10/14/2025	Regular	0.00	26,170.00	312875
8102	CDW GOVERNMENT	10/14/2025	Regular	0.00	36,744.72	312876
13450	CHILDRENZ HAVEN	10/14/2025	Regular	0.00	589.84	312877
19917	CINTAS CORPORATION NO.2	10/14/2025	Regular	0.00	401.27	312878
19499	CIVICPLUS, LLC	10/14/2025	Regular	0.00	2,500.00	312879
30288	CLEMENT, JOSEPH H.	10/14/2025	Regular	0.00	58.00	312880
800568	COCHRAN, JUDY	10/14/2025	Regular	0.00	58.00	312881
8182	COLVIN, ANTHONY L	10/14/2025	Regular	0.00	346.28	312882
13713	COOK TIRE & SERVICE CENTER, INC	10/14/2025	Regular	0.00	3,594.83	312883
14039	COOK, TESHA	10/14/2025	Regular	0.00	75.00	312884
19864	COOPER, LAURA BETH	10/14/2025	Regular	0.00	400.00	312885
800567	CROSSLEY, TAMYRA	10/14/2025	Regular	0.00	58.00	312886
12037	DAVIS, MICHAEL L	10/14/2025	Regular	0.00	180.00	312887
19682	DICKENS, ZACHARY	10/14/2025	Regular	0.00	180.00	312888
19417	DILORIO, AARON MATTHEW	10/14/2025	Regular	0.00	180.00	312889
14853	DIRECT SOLUTIONS	10/14/2025	Regular	0.00	3,206.61	312890
8791	DOUBLE S WELDING SUPPLY LLC	10/14/2025	Regular	0.00	185.62	312891
11089	EAST TEXAS MACK SALES, L.P.	10/14/2025	Regular	0.00	2,886.64	312892
14394	EAST TEXAS T-SHIRTS	10/14/2025	Regular	0.00	393.65	312893
19392	EASTEX FLEET SOLUTIONS LLC	10/14/2025	Regular	0.00	12,810.07	312894
18713	E-NOTICE, INC	10/14/2025	Regular	0.00	118.90	312895
12455	EVANS, SETH E	10/14/2025	Regular	0.00	850.00	312896
19959	EWALD II LLC	10/14/2025	Regular	0.00	1,265.88	312897
676	FAIR ICE SERVICE	10/14/2025	Regular	0.00	49.50	312898
12342	FEDEX	10/14/2025	Regular	0.00	37.85	312899
15542	FIRST COMMUNITY FINANCIAL GRO	10/14/2025	Regular	0.00	50.00	312900
11370	FLOWERS BAKING COMPANY	10/14/2025	Regular	0.00	30.66	312901
16747	FOOT AND ANKLE CENTER OF NORT	10/14/2025	Regular	0.00	1,175.34	312902
16243	FORENSIC MEDICAL MANAGEMENT	10/14/2025	Regular	0.00	2,475.00	312903
14366	FRERS, MICHAEL	10/14/2025	Regular	0.00	2,080.00	312904
13522	GALLS PARENT HOLDINGS, LLC	10/14/2025	Regular	0.00	3,300.03	312905
13982	GARDNER OIL INC	10/14/2025	Regular	0.00	16,826.50	312906
16556	GAYLORD BROS. INC.	10/14/2025	Regular	0.00	69.73	312907
6221	GOODWIN LASITER INC	10/14/2025	Regular	0.00	185.00	312908
19872	GREG HENDRIX	10/14/2025	Regular	0.00	35.00	312909
14153	HAMRICK, JULIE MAYES	10/14/2025	Regular	0.00	4,132.00	312910
13434	HANCOCK-JONES, CHRISTIE LEE	10/14/2025	Regular	0.00	2,125.00	312911
15167	HARRIS LOCAL GOVERNMENT SOL, I	10/14/2025	Regular	0.00	6,297.25	312912
13940	HARRISON BODY & PAINT SHOP LTD	10/14/2025	Regular	0.00	2,682.09	312913
10813	HENDRIX, GREG	10/14/2025	Regular	0.00	59.38	312914

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Packet: APPKT07810-fy25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20022	HERRERA, RAFAEL	10/14/2025	Regular	0.00	360.00	312915
9563	HOCK, SCHELANA	10/14/2025	Regular	0.00	40.00	312916
20127	HOLT TRUCK CENTERS, LLC	10/14/2025	Regular	0.00	2,708.34	312917
15180	INDEPENDENT HEALTH SERVICES	10/14/2025	Regular	0.00	6,037.06	312918
260	INDIAN SPRINGS FIRE DEPT.	10/14/2025	Regular	0.00	4,774.56	312919
16585	INDIGENT HEALTHCARE SOLUTIONS	10/14/2025	Regular	0.00	1,865.00	312920
18791	INTEGRATED PRESCRIPTION MANAGE	10/14/2025	Regular	0.00	392.72	312921
18580	INTEGRATIVE EMERGENCY SERVICE	10/14/2025	Regular	0.00	415.07	312922
19040	JACKSON, BREVIN	10/14/2025	Regular	0.00	900.00	312923
19653	JEFFERIES, BENJAMIN ALAN	10/14/2025	Regular	0.00	2,600.33	312924
14161	KNIGHTON, MEGAN	10/14/2025	Regular	0.00	180.00	312925
19074	KR TX CHEV, LLC	10/14/2025	Regular	0.00	264.86	312926
12708	LANGE DISTRIBUTING CO INC	10/14/2025	Regular	0.00	116.99	312927
12773	LEXIS NEXIS RISK SOLUTIONS	10/14/2025	Regular	0.00	102.34	312928
1805	LIVINGSTON LAWN & GARDEN, LLC	10/14/2025	Regular	0.00	388.13	312929
15488	LONESTAR AMBULANCE 1, LLC	10/14/2025	Regular	0.00	297.06	312930
18756	LONG, JOSHUA	10/14/2025	Regular	0.00	3,526.38	312931
20106	LUFKIN ENT AND ALLERGY PLLC	10/14/2025	Regular	0.00	55.52	312932
15442	MEMORIAL HOSPITAL OF POLK COU	10/14/2025	Regular	0.00	9,113.20	312933
19003	MIDDLETON, LEON	10/14/2025	Regular	0.00	180.00	312934
16039	MINGER, RODNEY	10/14/2025	Regular	0.00	870.00	312935
85020	MONTGOMERY COUNTY CLERK	10/14/2025	Regular	0.00	425.00	312936
19348	MOTTU, GREGORY	10/14/2025	Regular	0.00	360.00	312937
1578	MUSIC MOUNTAIN WATER CO. LLC	10/14/2025	Regular	0.00	75.81	312938
500	MUSTANG MACHINERY COMPANY,	10/14/2025	Regular	0.00	3,879.56	312939
6837	NATIONAL ASSOCIATION OF COUNT	10/14/2025	Regular	0.00	1,002.00	312940
20098	NATION'S BEST FIRE PROTECTION, L	10/14/2025	Regular	0.00	3,577.95	312941
371	NETTLES, JAMES M.	10/14/2025	Regular	0.00	400.00	312942
16401	NEXTONER, LLC	10/14/2025	Regular	0.00	1,423.34	312943
20271	NORTH AMERICAN RESCUE HOLDIN	10/14/2025	Regular	0.00	2,651.00	312944
10664	NORTHERN SAFETY CO., INC.	10/14/2025	Regular	0.00	2,351.36	312945
15521	OFFICE DEPOT*	10/14/2025	Regular	0.00	265.53	312946
9802	O'REILLY AUTO ENTERPRISES, LLC	10/14/2025	Regular	0.00	1,589.17	312947
19497	PARKER, CHRISTA N	10/14/2025	Regular	0.00	12,605.00	312948
800565	PARRISH, MICHAEL	10/14/2025	Regular	0.00	58.00	312949
800564	PHILLIPS, RHONDA LEE	10/14/2025	Regular	0.00	58.00	312950
10331	POLK COUNTY CHILD WELFARE BOA	10/14/2025	Regular	0.00	589.84	312951
6567	POLK COUNTY TAX OFFICE	10/14/2025	Regular	0.00	1,047.63	312952
8535	POLK COUNTY TRACTOR SUPPLY CO	10/14/2025	Regular	0.00	538.21	312953
18783	PREMIER TIRE	10/14/2025	Regular	0.00	704.50	312954
15749	PRESCOTT, BRANDON	10/14/2025	Regular	0.00	425.00	312955
19721	READING ENCOURAGES ADVANCED	10/14/2025	Regular	0.00	589.84	312956
9706	RELIABLE AUTO PARTS CO.	10/14/2025	Regular	0.00	600.40	312957
13370	RELX INC.	10/14/2025	Regular	0.00	1,487.07	312958
18808	RICHARDS, ROCKY	10/14/2025	Regular	0.00	7,625.61	312959
15553	RICHARDSON CONSTRUCTION LLC	10/14/2025	Regular	0.00	3,640.00	312960
19290	RICHEY, JODIE	10/14/2025	Regular	0.00	309.87	312961
6028	ROMCO INC.	10/14/2025	Regular	0.00	895.37	312962
1475	ROTH, JOE D.	10/14/2025	Regular	0.00	4,309.28	312963
13850	RURAL PIPE & SUPPLY, INC	10/14/2025	Regular	0.00	362.62	312964
18777	SAPP, RICHARD L.	10/14/2025	Regular	0.00	6,103.48	312965
270	SCENIC LOOP FIRE DEPT.	10/14/2025	Regular	0.00	8,502.31	312966
16154	SHADWICK, LANA	10/14/2025	Regular	0.00	2,100.00	312967
19234	SHUKAN, LENOR EDITH	10/14/2025	Regular	0.00	4,702.50	312968
800605	SILVA, EDWARD	10/14/2025	Regular	0.00	58.00	312969
11938	SLACK, JESSICA	10/14/2025	Regular	0.00	195.00	312970
30397	SMITH, HOWARD A	10/14/2025	Regular	0.00	58.00	312971
19289	SMITH, KATHERINE MACKENZIE	10/14/2025	Regular	0.00	180.00	312972
256	SOUTH POLK CO FIRE DEPT INC	10/14/2025	Regular	0.00	19,005.96	312973
14102	SOUTHERN SOFTWARE, INC.	10/14/2025	Regular	0.00	23,158.00	312974
11480	SPRAYBERRY, SHERRY	10/14/2025	Regular	0.00	215.00	312975

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Packet: APPKT07810-fy25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14211	STAPLES CONTRACT & COMMERCIAL	10/14/2025	Regular	0.00	180.91	312976
20019	STRICKLAND PLUMBING, HVAC & ELEC	10/14/2025	Regular	0.00	3,195.72	312977
20279	SYN-TECH SYSTEMS, INC	10/14/2025	Regular	0.00	5,830.00	312978
11716	TAKKT AMERICA HOLDING, INC	10/14/2025	Regular	0.00	1,846.86	312979
14637	TEXAS ASSOCIATION OF COUNTIES	10/14/2025	Regular	0.00	2,641.47	312980
10247	TEXAS JUSTICE COURT TRAINING CE	10/14/2025	Regular	0.00	450.00	312981
18900	TEXAS MATERIALS GROUP, INC	10/14/2025	Regular	0.00	30,878.11	312982
16373	TEXAS SPECIALIST CENTER, PLLC	10/14/2025	Regular	0.00	28.07	312983
15088	TRANSUNION RISK AND ALTERNATI	10/14/2025	Regular	0.00	75.00	312984
19184	TURNER, MARY ANN	10/14/2025	Regular	0.00	226.80	312985
15500	TYLER TECHNOLOGIES, INC	10/14/2025	Regular	0.00	1,575.00	312986
16811	USFAT LLC	10/14/2025	Regular	0.00	5,066.85	312987
19983	WALKER, LINDSAY	10/14/2025	Regular	0.00	787.50	312988
16614	WALLER COUNTY ASPHALT, INC.	10/14/2025	Regular	0.00	5,529.70	312989
10721	WELLS FARGO VENDOR FINANCIAL S	10/14/2025	Regular	0.00	2,871.08	312990
19979	WHITENER ENTERPRISES, INC.	10/14/2025	Regular	0.00	8,329.41	312991
2152	WILLIAM GEORGE COMPANY INC	10/14/2025	Regular	0.00	779.80	312992
16497	WILLIAMS, JAMES DAVID	10/14/2025	Regular	0.00	789.00	312993
14285	WILLIAMS, TERRI	10/14/2025	Regular	0.00	804.36	312994
19437	ZORO TOOLS, INC	10/14/2025	Regular	0.00	1,961.59	312995

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	300	141	0.00	417,043.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	300	141	0.00	417,043.69

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	305	143	0.00	449,088.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	305	143	0.00	449,088.63

Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	32,044.94
999	POOLED CASH - COUNTY FUNDS	10/2025	417,043.69
			449,088.63



Polk County, TX

Check Register

Packet: APPKT07775 - cdcac

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
15301	CDCAT-REGION VII	09/30/2025	Regular	0.00	50.00	312820

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	50.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	50.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	50.00
			<u>50.00</u>



Polk County, TX

Payment Register

APPKT07768 - PYPKT06411 - FLSA/STRT COMP PAYOUT FY25

01 - Vendor Set 01

Bank: AP Main 999 - AP Bank Code Old (999)

Vendor Number	Vendor Name	Total Vendor Amount			
<u>16447</u>	IRS FED INCOME TAX	3,487.22			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>DFT0004796</u>	09/30/2025	1,158.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INV0032134</u>	FED INCOME TAX WITHHOLDING	09/26/2025	09/30/2025	0.00	1,158.98
Bank Draft	<u>DFT0004797</u>	09/30/2025			1,886.92
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INV0032135</u>	IRS SOC SEC	09/26/2025	09/30/2025	0.00	1,886.92
Bank Draft	<u>DFT0004798</u>	09/30/2025			441.32
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INV0032136</u>	IRS MEDICARE	09/26/2025	09/30/2025	0.00	441.32

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Payment Register

APPKT07768 - PYPKT06411 - FLSA/STRT COMP PAYOUT FY25

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Main 999	Manual Bank Draft	3	3	0.00	3,487.22
Packet Totals:		3	3	0.00	3,487.22

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH - COUNTY FUNDS	-3,487.22
Packet Totals:		-3,487.22



Polk County, TX

Check Register

Packet: APPKT07765 - PAYROLL DEDUCTION

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
12068	TMPA TRAINING	09/25/2025	Regular	0.00	14.77	312819

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	14.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	14.77

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	<u>14.77</u>
			14.77



Polk County, TX

Payment Register

APPKT07756 - PYPKT06405 - 9/8/25-9/21/25 CH

01 - Vendor Set 01

Bank: AP Main 999 - AP Bank Code Old (999)

Vendor Number	Vendor Name					Total Vendor Amount
8930	CAPITAL BANK & TRUST CO.					1,072.24
Payment Type	Payment Number				Payment Date	Payment Amount
Bank Draft	DFT0004775				09/26/2025	1,072.24
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032096	American Funds	09/26/2025	09/26/2025	0.00	1,072.24	
Vendor Number	Vendor Name					Total Vendor Amount
16447	IRS FED INCOME TAX					215,713.27
Payment Type	Payment Number				Payment Date	Payment Amount
Bank Draft	DFT0004770				09/30/2025	2,550.51
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032090	FED INCOME TAX WITHHOLDING	09/26/2025	09/30/2025	0.00	2,550.51	
Bank Draft	DFT0004771				09/30/2025	3,162.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032091	IRS SOC SEC	09/26/2025	09/30/2025	0.00	3,162.00	
Bank Draft	DFT0004772				09/30/2025	739.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032092	IRS MEDICARE	09/26/2025	09/30/2025	0.00	739.50	
Bank Draft	DFT0004784				09/30/2025	46,151.56
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032118	FED INCOME TAX WITHHOLDING	09/26/2025	09/30/2025	0.00	46,151.56	
Bank Draft	DFT0004785				09/30/2025	77,554.84
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032119	IRS SOC SEC	09/26/2025	09/30/2025	0.00	77,554.84	
Bank Draft	DFT0004786				09/30/2025	18,137.64
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032120	IRS MEDICARE	09/26/2025	09/30/2025	0.00	18,137.64	
Bank Draft	DFT0004788				09/30/2025	30,880.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032123	FED INCOME TAX WITHHOLDING	09/26/2025	09/30/2025	0.00	30,880.85	
Bank Draft	DFT0004789				09/30/2025	29,262.36
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032124	IRS SOC SEC	09/26/2025	09/30/2025	0.00	29,262.36	
Bank Draft	DFT0004790				09/30/2025	6,843.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032125	IRS MEDICARE	09/26/2025	09/30/2025	0.00	6,843.52	
Bank Draft	DFT0004792				09/30/2025	207.17
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032128	FED INCOME TAX WITHHOLDING	09/26/2025	09/30/2025	0.00	207.17	
Bank Draft	DFT0004793				09/30/2025	181.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032129	IRS SOC SEC	09/26/2025	09/30/2025	0.00	181.00	
Bank Draft	DFT0004794				09/30/2025	42.32
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032130	IRS MEDICARE	09/26/2025	09/30/2025	0.00	42.32	

ACH # 4775, 4770, 4771, 4772, 4784, 4785, 4786, 4788, 4789, 4790, 4792, 4793, 4794, 4780, 4782, 4783

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Payment Register

APPKT07756 - PYPKT06405 - 9/8/25-9/21/25 CH

Vendor Number	Vendor Name					Total Vendor Amount
<u>558</u>	NATIONWIDE RETIREMENT SOLUTIONS					1,158.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Bank Draft	<u>DFT0004780</u>	09/26/2025	1,158.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0032110</u>	NATIONWIDE RETIREMENT	09/26/2025	09/26/2025	0.00	1,158.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>11380</u>	TEXAS CHILD SUPPORT DIVISION					3,072.24
Payment Type	Payment Number	Payment Date	Payment Amount			
Bank Draft	<u>DFT0004782</u>	09/26/2025	149.08			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0032113</u>	TEXAS CHILD SUPPORT DIVISION	09/26/2025	09/26/2025	0.00	149.08	
Bank Draft	<u>DFT0004783</u>	09/26/2025	2,923.16			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0032114</u>	TEXAS CHILD SUPPORT DIVISION	09/26/2025	09/26/2025	0.00	2,923.16	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Main 999	Manual Bank Draft	16	16	0.00	221,015.75
Packet Totals:		16	16	0.00	221,015.75

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH - COUNTY FUNDS	-221,015.75
	Packet Totals:	-221,015.75



Polk County, TX

Check Register

Packet: APPKT07754 - UTILITIES

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
13744	DIRECTV, INC	09/26/2025	Regular	0.00	84.99	312803
7949	ENTERGY TEXAS, INC	09/26/2025	Regular	0.00	2,148.69	312804
16207	MCKESSON MEDICAL-SURGICAL INC	09/26/2025	Regular	0.00	1,682.16	312805
9648	TEXAS DOCUMENT SOLUTIONS	09/26/2025	Regular	0.00	5,297.02	312806
10737	WAL MART COMMUNITY BRC	09/26/2025	Regular	0.00	93.10	312807
10736	WAL MART COMMUNITY BRC *	09/26/2025	Regular	0.00	1,888.00	312808

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	6	0.00	11,193.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	23	6	0.00	11,193.96

ACH # _____

CHECK #'S 312803 - 312808

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	11,193.96
			<u>11,193.96</u>



Polk County, TX

Check Register

Packet: APPKT07757 - TERRI

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999) 12060	POLK COUNTY TREASURER	09/24/2025	Regular	0.00	1,720.00	312797

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,720.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	1,720.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	1,720.00
			<u>1,720.00</u>



Polk County, TX

Check Register

Packet: APPKT07755 - CITIBANK

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
16669	BEN E. KEITH COMPANY	09/24/2025	Regular	0.00	13,437.94	312787
13953	CITIBANK	09/24/2025	Regular	0.00	39,172.59	312788
	Void	09/24/2025	Regular	0.00	0.00	312789
	Void	09/24/2025	Regular	0.00	0.00	312790
	Void	09/24/2025	Regular	0.00	0.00	312791
	Void	09/24/2025	Regular	0.00	0.00	312792
	Void	09/24/2025	Regular	0.00	0.00	312793
	Void	09/24/2025	Regular	0.00	0.00	312794
	Void	09/24/2025	Regular	0.00	0.00	312795
	Void	09/24/2025	Regular	0.00	0.00	312796

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	2	0.00	52,610.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	4	10	0.00	52,610.53

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CHECK #S 312787 - 312796

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	52,610.53
			<u>52,610.53</u>



Polk County, TX

Payment Register

APPKT07704 - PYPKT06355 - PP 8/25-9/7/25

01 - Vendor Set 01

Bank: AP Main 999 - AP Bank Code Old (999)

Vendor Number	Vendor Name					Total Vendor Amount
8930	CAPITAL BANK & TRUST CO.					1,072.24
Payment Type	Payment Number			Payment Date	Payment Amount	
Bank Draft	DFT0004749			09/12/2025	1,072.24	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031893	American Funds	09/12/2025	09/12/2025	0.00	1,072.24	

Vendor Number	Vendor Name					Total Vendor Amount
16447	IRS FED INCOME TAX					148,491.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Bank Draft	DFT0004742			07/31/2025	-1.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CM0000991	FED INCOME TAX WITHHOLDING	07/03/2025	07/31/2025	0.00	-1.66	
Bank Draft	DFT0004743			07/31/2025	-27.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CM0000992	IRS SOC SEC	07/03/2025	07/31/2025	0.00	-27.32	
Bank Draft	DFT0004744			07/31/2025	-6.38	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CM0000993	IRS MEDICARE	07/03/2025	07/31/2025	0.00	-6.38	
Bank Draft	DFT0004746			09/30/2025	1,122.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031889	FED INCOME TAX WITHHOLDING	09/12/2025	09/30/2025	0.00	1,122.84	
Bank Draft	DFT0004747			09/30/2025	2,782.54	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031890	IRS SOC SEC	09/12/2025	09/30/2025	0.00	2,782.54	
Bank Draft	DFT0004748			09/30/2025	650.76	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031891	IRS MEDICARE	09/12/2025	09/30/2025	0.00	650.76	
Bank Draft	DFT0004758			09/30/2025	46,853.47	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031915	FED INCOME TAX WITHHOLDING	09/12/2025	09/30/2025	0.00	46,853.47	
Bank Draft	DFT0004759			09/30/2025	78,623.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031916	IRS SOC SEC	09/12/2025	09/30/2025	0.00	78,623.98	
Bank Draft	DFT0004760			09/30/2025	18,387.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031917	IRS MEDICARE	09/12/2025	09/30/2025	0.00	18,387.66	
Bank Draft	DFT0004763			09/30/2025	37.09	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031921	FED INCOME TAX WITHHOLDING	09/12/2025	09/30/2025	0.00	37.09	
Bank Draft	DFT0004764			09/30/2025	38.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031922	IRS SOC SEC	09/12/2025	09/30/2025	0.00	38.98	
Bank Draft	DFT0004765			09/30/2025	9.12	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0031923	IRS MEDICARE	09/12/2025	09/30/2025	0.00	9.12	
Bank Draft	DFT0004767			09/30/2025	16.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0032041	IRS SOC SEC	09/19/2025	09/30/2025	0.00	16.66	

ACH # 4749, 4742, 4743, 4744, 4746, 4747, 4748, 4758, 4759, 4760, 4763, 4764, 4765,
4767, 4768, 4754, 4756, 4757

9/22/2025 12:37:08 PM

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CHECK #'S _____

Payment Register

APPKT07704 - PYPKT06355 - PP 8/25-9/7/25

Bank Draft	<u>DFT0004768</u>				09/30/2025	3.90	
Payable Number		Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0032042</u>		IRS MEDICARE	09/19/2025	09/30/2025	0.00	3.90	
Vendor Number	Vendor Name					Total Vendor Amount	
<u>558</u>	NATIONWIDE RETIREMENT SOLUTIONS					1,158.00	
Payment Type	Payment Number				Payment Date	Payment Amount	
Bank Draft	<u>DFT0004754</u>				09/12/2025	1,158.00	
Payable Number		Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0031907</u>		NATIONWIDE RETIREMENT	09/12/2025	09/12/2025	0.00	1,158.00	
Vendor Number	Vendor Name					Total Vendor Amount	
<u>11380</u>	TEXAS CHILD SUPPORT DIVISION					3,072.24	
Payment Type	Payment Number				Payment Date	Payment Amount	
Bank Draft	<u>DFT0004756</u>				09/12/2025	149.08	
Payable Number		Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0031910</u>		TEXAS CHILD SUPPORT DIVISION	09/12/2025	09/12/2025	0.00	149.08	
Bank Draft	<u>DFT0004757</u>				09/12/2025	2,923.16	
Payable Number		Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0031911</u>		TEXAS CHILD SUPPORT DIVISION	09/12/2025	09/12/2025	0.00	2,923.16	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Main 999	Manual Bank Draft	18	18	0.00	153,794.12
Packet Totals:		18	18	0.00	153,794.12

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH - COUNTY FUNDS	-153,794.12
	Packet Totals:	-153,794.12



Polk County, TX

Check Register

Packet: APPKT07750 - PAYROLL DEDUCTIONS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
12068	TMPA TRAINING	09/22/2025	Regular	0.00	14.77	312786

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	14.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	14.77

ACH # _____

CHECK #'S 312786 - _____

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	14.77
			14.77



Polk County, TX

Check Register

Packet: APPKT07736 - appriss

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 16511	APPRISS INC.	09/19/2025	Regular	0.00	4,642.81	1319

Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	4,642.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	4,642.81

ACH # _____ -035
CHECK #'S 1319 - _____ Grants Bank

Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	9/2025	4,642.81
			<u>4,642.81</u>



Polk County, TX

Check Register

Packet: APPKT07712 - UTILITIES 9/19

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
15147	AT & T	09/19/2025	Regular	0.00	11.77	312689
770010	CONSOLIDATED COMMUNICATIONS	09/19/2025	Regular	0.00	1,049.05	312690
7949	ENTERGY TEXAS, INC	09/19/2025	Regular	0.00	105.75	312691
16819	ENTERPRISE FM TRUST	09/19/2025	Regular	0.00	60,540.55	312692
724	SAM HOUSTON ELECTRIC COOP. INC	09/19/2025	Regular	0.00	721.26	312693
15186	TEXAS DOCUMENT SOLUTIONS INC	09/19/2025	Regular	0.00	98.58	312694
442	THE LIVINGSTON TELEPHONE COMP	09/19/2025	Regular	0.00	2,775.52	312695
9423	VERIZON WIRELESS	09/19/2025	Regular	0.00	7,920.77	312696
	Void	09/19/2025	Regular	0.00	0.00	312697
9423	VERIZON WIRELESS	09/19/2025	Regular	0.00	3,322.03	312698

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	9	0.00	76,545.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	10	10	0.00	76,545.28

ACH # _____

CHECK #'S 312689 - 312698

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	76,545.28
			<u>76,545.28</u>



Polk County, TX

Check Register

Packet: APPKT07734 - LOUIS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP CDBG 037 BUYOUT-AP CDBG 037 BUYOUT GRANT						
6567	POLK COUNTY TAX OFFICE	09/18/2025	Regular	0.00	3,355.49	20

Bank Code AP CDBG 037 BUYOUT Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	1	0.00	3,355.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	1	0.00	3,355.49

ACH # _____ - 037

CHECK #'S 20 - _____ CDBG Buyout

Fund Summary

Fund	Name	Period	Amount
037	CDBG BUYOUT	9/2025	3,355.49
			<u>3,355.49</u>



Polk County, TX

Check Register

Packet: APPKT07733 - TAC

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
6567	POLK COUNTY TAX OFFICE	09/18/2025	Regular	0.00	176.00	312680

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	1	0.00	176.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	8	1	0.00	176.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	176.00
			176.00



Polk County, TX

Check Register

Packet: APPKT07730 - GRANT CHECKS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP CDBG 037 BUYOUT-AP CDBG 037 BUYOUT GRANT						
19999	JAMES W. TURNER CONSTRUCTION,	09/17/2025	Regular	0.00	16,475.00	17
19998	R & L GLOBAL	09/17/2025	Regular	0.00	10,605.00	18
19998	R & L GLOBAL	09/17/2025	Regular	0.00	39,905.00	19

Bank Code AP CDBG 037 BUYOUT Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	66,985.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	3	0.00	66,985.00

ACH # _____

CHECK #'S 17 - 19

Fund Summary

Fund	Name	Period	Amount
037	CDBG BUYOUT	9/2025	66,985.00
			<u>66,985.00</u>



Polk County, TX

Check Register

Packet: APPKT07729 - FVA GRANT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035						
7949	ENTERGY TEXAS, INC	09/17/2025	Regular	0.00	280.93	1318

Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	280.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	280.93

ACH # _____

CHECK #'S 1318 - _____

Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	9/2025	280.93
			<u>280.93</u>



Polk County, TX

Check Register

Packet: APPKT07728 - CDW

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
8102	CDW GOVERNMENT	09/16/2025	Regular	0.00	8,971.56	312679

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	8,971.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	8,971.56

ACH # _____

CHECK #'S 312 679 - _____

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	8,971.56
			<u>8,971.56</u>



Polk County, TX

Check Register

Packet: APPKT07725 - R*B PCT 3

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
16292	MARTIN CHEVROLET BUICK, INC	09/16/2025	Regular	0.00	116,179.79	312678

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	116,179.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	1	0.00	116,179.79

ACH # _____

CHECK #S 312678 - _____

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	116,179.79
			<u>116,179.79</u>



Polk County, TX

Check Register

Packet: APPKT07701 - IN & OUTS 9/12

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
95073	ALABAMA COUSHATTA TRIBE OF TE	09/11/2025	Regular	0.00	25.18	312547
18572	GRAVES, HUMPHRIES, STAHL, LIMIT	09/11/2025	Regular	0.00	3,011.81	312548
15874	HARRIS COUNTY CONSTABLE PCT 4	09/11/2025	Regular	0.00	75.00	312549
7359	LINEBARGER GOGGAN BLAIR & SAM	09/11/2025	Regular	0.00	551.25	312550
12089	MONTGOMERY COUNTY CONSTABL	09/11/2025	Regular	0.00	75.00	312551
839	MONTGOMERY COUNTY CONSTABL	09/11/2025	Regular	0.00	75.00	312552
12826	NINTH COURT OF APPEALS	09/11/2025	Regular	0.00	583.20	312553
12060	POLK COUNTY TREASURER	09/11/2025	Regular	0.00	3,720.00	312554
7169	TEXAS PARKS & WILDLIFE	09/11/2025	Regular	0.00	90.10	312555
8302	TX DEPARTMENT OF STATE HEALTH	09/11/2025	Regular	0.00	287.31	312556

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	10	0.00	8,493.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	14	10	0.00	8,493.85

ACH # 9/11/25
CHECK #S 312547 - 312556

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	9/2025	8,493.85
			<u>8,493.85</u>

File



Polk County, TX

Check Register

Packet: APPKT07760 - reoccurring

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
618	LUNA, DR RAYMOND M.D.	10/01/2025	Regular	0.00	11,700.00	312798
16337	POLK COUNTY HIGHER EDUCATION	10/01/2025	Regular	0.00	1,100.00	312799
16506	ROSARIO, MARCELO	10/01/2025	Regular	0.00	5,350.59	312800
16784	SERENITY HOUSE COUNSELING, PLLC	10/01/2025	Regular	0.00	6,000.00	312801
16786	WINSTON, ANN L.	10/01/2025	Regular	0.00	3,000.00	312802

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	27,150.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	5	0.00	27,150.59

ACH # _____

CHECK #'S 312798 - 312802

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	27,150.59
			<u>27,150.59</u>

Fixe



Polk County, TX

Check Register

Packet: APPKT07791 - TOTAL ENERGY

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
20188	TOTAL ENERGY SOLUTIONS, LLC	10/02/2025	Regular	0.00	352,199.06	312821

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	352,199.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	352,199.06

ACH # _____

CHECK #'S 312821 - _____

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	352,199.06
			<u>352,199.06</u>

File



Polk County, TX

Check Register

Packet: APPKT07785 - UTILITIES FY26

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
226	EASTEX TELEPHONE COOPERATIVE,	10/03/2025	Regular	0.00	896.08	312823

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	1	0.00	896.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	8	1	0.00	896.08

ACH # _____

CHECK #'S 312823 - _____

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	896.08
			<u>896.08</u>

FY26



Polk County, TX

Check Register

Packet: APPKT07799 - GRANT FY26

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 20283	LAKE LIVINGSTON TELEPHONE COM	10/03/2025	Regular	0.00	87.55	1323

Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	87.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	87.55

ACH # _____ -035

CHECK #'S 1323 grants Bank

Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	87.55
			87.55

FY20



Polk County, TX

Check Register

Packet: APPKT07801 - pueblo

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
13603	PUEBLO VIEJO	10/03/2025	Regular	0.00	7,239.61	312854

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	7,239.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	7,239.61

ACH # _____

CHECK #S 312854 - _____



Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	7,239.61
			<u>7,239.61</u>

Fyne



Polk County, TX

Check Register

Packet: APPKT07811 - fy26

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
20274	AMERICAN ASSOCIATION FOR STATI	10/14/2025	Regular	0.00	94.40	312996
16008	ARENA VETERINARY CLINIC	10/14/2025	Regular	0.00	329.00	312997
14148	AUTO-CHLOR SERVICES, LLC	10/14/2025	Regular	0.00	8,160.00	312998
19652	BERGMAN, JULLIE	10/14/2025	Regular	0.00	1,980.00	312999
14785	BOOT BARN HOLDINGS	10/14/2025	Regular	0.00	283.37	313000
19838	CARLTON, BEN & CARLTON, COREY	10/14/2025	Regular	0.00	1,152.28	313001
13759	CELLEBRITE INC.	10/14/2025	Regular	0.00	10,240.00	313002
14363	DISTRICT 5 TCAAA	10/14/2025	Regular	0.00	200.00	313003
11370	FLOWERS BAKING COMPANY	10/14/2025	Regular	0.00	470.12	313004
19756	GENASYS, INC	10/14/2025	Regular	0.00	3,060.00	313005
9927	HALL SIGNS INC	10/14/2025	Regular	0.00	294.87	313006
14618	JOHNSON CONTROLS INC FIRE PROT	10/14/2025	Regular	0.00	9,041.19	313007
9802	O'REILLY AUTO ENTERPRISES, LLC	10/14/2025	Regular	0.00	74.32	313008
18783	PREMIER TIRE	10/14/2025	Regular	0.00	160.00	313009
9706	RELIABLE AUTO PARTS CO.	10/14/2025	Regular	0.00	123.63	313010
15597	SEGURA, JAVIER	10/14/2025	Regular	0.00	299.65	313011
10247	TEXAS JUSTICE COURT TRAINING CE	10/14/2025	Regular	0.00	450.00	313012
15088	TRANSUNION RISK AND ALTERNATI	10/14/2025	Regular	0.00	1,847.50	313013
15463	TXFACT, LLC	10/14/2025	Regular	0.00	695.00	313014
19189	VERBATIM REPORTING AND TRANS	10/14/2025	Regular	0.00	8,942.83	313015

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	20	0.00	47,898.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	23	20	0.00	47,898.16

ACH # _____

CHECK #'S 312996 - 313015

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	47,898.16
			<u>47,898.16</u>



Polk County, Texas

ORDER

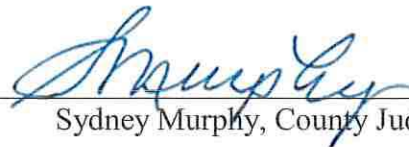
OF THE POLK COUNTY COMMISSIONERS COURT

Designating Surplus/Salvage Property and Disposition thereof

WHEREAS, in a regular meeting of the Polk County Commissioners Court held October 14, 2025 certain item/s as listed on Asset Management Forms attached hereto as Exhibit "A" were determined to be surplus/salvage property as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.151;

THEREFORE, the aforementioned item/s listed on Exhibit "A" of this Order are hereby designated as Surplus/Salvage Property of the County and shall be disposed of in a Public Auction to be held online by the County's contracted auctioneer and administered by the County Auditor;

BE IT FURTHER ORDERED, that any or all of the property listed on Exhibit "A" of this Order may be destroyed as worthless if the County undertakes to sell that property (by public auction) and is unable to do so because no bids are made or the property is unclaimed by a successful bidder for a period of thirty (30) days following the close of the auction. In this instance, the Auditor shall properly note such disposition for each item so destroyed.



Sydney Murphy, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on October 14, 2025.

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court.



Schelana Hock, County Clerk
Polk County, Texas

(Seal)

Polk County Asset Management Form

Type of Transaction (check one)

Transfer
Surplus/Salvage
Waste

x

Date of Transaction

10/1/2025

Inventory Items

Description of Equipment	Serial Number
HP keyboard	BAUHP0MVB2QNZP
Lenovov keyboard	8SSD5OL80031AVLC24KOS4F

Transferring/Selling Dept.

County Judge

Dept. Head Signature



Receiving Department

electronics recycling

Dept. Head Signature

NA

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

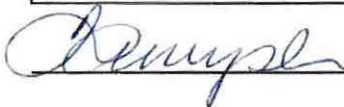
Polk County Asset Management Form

Type of Transaction (check one)	Transfer	
	Surplus/Salvage	X
	Waste	

Date of Transaction

Inventory Items	Description of Equipment	Serial Number	Property Number
	2 X ROLLING FILE CART		
	LOGITECH KEYBOARD	2201	
	LOGITECH KEYBOARD & MOUSE	5769	
	CANON ADDING MACHINE	D2004510	
	COMPUTER TOWER	MXL4382K2Z	
	COMPUTER TOWER	MXL3101ZS5	
	SPEAKER	877279	DOESN'T WORK
	ELECTRIC PUNCH STAPLER	VG02105H	
	BOSTITCH ELECTRIC STAPLER		
	SMALL PAPER SHREDDER		DOESN'T WORK

Transferring/Selling Dept.

Dept. Head Signature 

Receiving Department

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

Copy to Transferring Dept., Receiving Dept., Maintenance Engineering and County Auditor

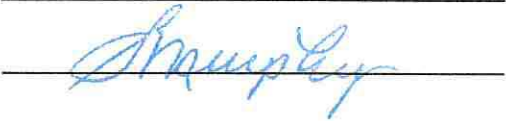
Polk County
Asset Management Form

Type of Transaction (check one)	Transfer	☒
	Surplus/Salvage	☐
	Waste	☐

Date of Transaction

Inventory Items	Description of Equipment	Serial Number	Property Number
	Insignia 2.0 extension cable	19D16H	N/A

Transferring/Selling Dept.

Dept. Head Signature 

Receiving Department

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

Polk County Asset Management Form

Type of Transaction (check one)

Transfer
Surplus/Salvage
Waste

x

Date of Transaction

Inventory
Items

Description of Equipment	Serial Number	Property Number
Scotch Tape	N/A	N/A
Smart Printink 67XL	N/A	N/A
Ankink 63XL	N/A	N/A
File Folders	N/A	N/A
File Jackets	N/A	N/A
Rubber Bands	N/A	N/A
Pen refills	N/A	N/A

Transferring/Selling Dept.

County Judge

Dept. Head Signature



Receiving Department

Supply Closet

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

Copy to Transferring Dept., Receiving Dept., Maintenance Engineering and County Auditor

Polk County Asset Management Form

Type of Transaction (check one)	Transfer	☐
	Surplus/Salvage	☒
	Waste	☐

Date of Transaction 9-18-2025

Inventory Items	Description of Equipment	Serial Number	Property Number
	2013 E350 VAN White FORD	Van # 26 LP# 112-6079	IFB553 BLZDDA 77421 VIN#

Transferring/Selling Dept. Polk Co Aging

Dept. Head Signature Dee Couch

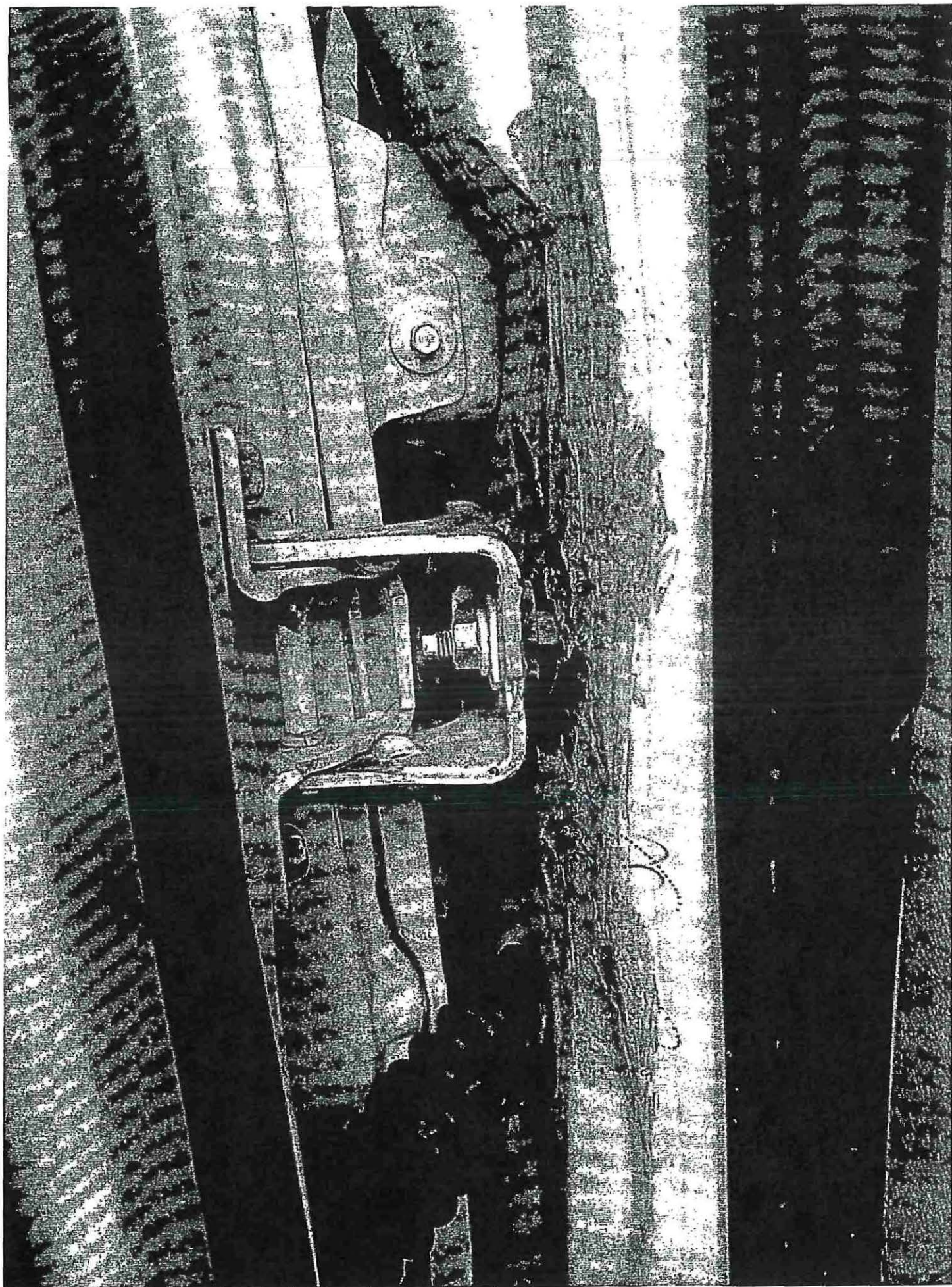
Receiving Department

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

Drivers Door is tearing off from frame @ hinge
A/c Blower motor is out. Maint Attached pictures
not safe door could fall off.

Copy to Transferring Dept., Receiving Dept., Maintenance Engineering and County Auditor



Polk County Asset Management Form

Type of Transaction (check one)

Transfer
Surplus/Salvage
Waste

☒
☐
☐

Date of Transaction

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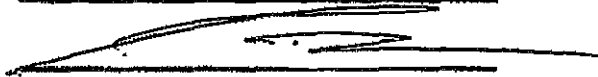
Inventory Items

Description of Equipment	Serial Number
Desk	N/A
Cabinet	N/A

Transferring/Selling Dept.

Maintenance

Dept. Head Signature



Receiving Department

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

--

Polk County Asset Management Form

Type of Transaction (check one)

Transfer
Surplus/Salvage
Waste

☒
☐
☐

Date of Transaction

10-24-25

Inventory Items

Description of Equipment	Serial Number
desk chair	N/A

Transferring/Selling Dept.

Maintenance

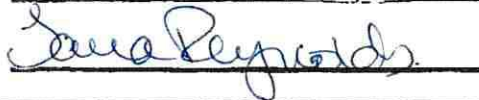
Dept. Head Signature



Receiving Department

Permits

Dept. Head Signature



DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

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Polk County Asset Management Form

Type of Transaction (check one)

Transfer
Surplus/Salvage
Waste

☒
☐
☐

Date of Transaction

10-24-25

Inventory Items

Description of Equipment	Serial Number
desk	N/A

Transferring/Selling Dept.

Maintenance

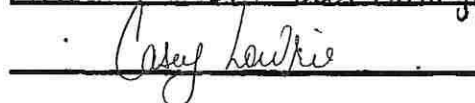
Dept. Head Signature



Receiving Department

Information Technology

Dept. Head Signature



DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

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Polk County Asset Management Form

Type of Transaction (check one):

Transfer
Surplus/Salvage
Waste

✓

Inventory Items	Description of Equipment	Serial Numbers
	White and Grey Office Task Chair	N/A

Transferring/Selling Dept.

Emergency Management

Dept. Head Signature

C. Bonstock

Receiving Department

Treasurer's Office

Dept. Head Signature

Terri Williams

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

Polk County Asset Management Form

Type of Transaction (check one)

Transfer
Surplus/Salvage
Waste

X

Date of Transaction

9-16-2025

Inventory
Items

Description of Equipment	Serial Number	Property Number
IBM	KCN82LT	N/A
2 Outdoor Dome Cameras	XFA03339 XFA03336	N/A
HP Compact Pro	MYL2462PBL	N/A
X4 DSC Panic alarm Panels	N/A	N/A
Fujitsu 5750C Scanner	006386	021399
Set of Speakers	N/A	N/A
HP Laptop	CNDT1766R	N/A
Net Gear Switch	70222C5MA06A1	N/A

Transferring/Selling Dept.

Information Technology

Dept. Head Signature

Cathy Hawrie

Receiving Department

--

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

--

Copy to Transferring Dept., Receiving Dept., Maintenance Engineering and County Auditor

Polk County Asset Management Form

Type of Transaction (check one)

Transfer
Surplus/Salvage
Waste

x

Date of Transaction

10/2/2025

Inventory
Items

Description of Equipment	Serial Number	Property Number
HP Laptop - screen went out	8CG8368DGF	100168

Transferring/Selling Dept.

District Attorney's Office

Dept. Head Signature



Receiving Department

Electronics Recycling

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

The screen on the lap top no longer works. Please dispose.

Copy to Transferring Dept., Receiving Dept., Maintenance Engineering and County Auditor

SEPTEMBER 24, 2025 to OCTOBER 14, 2025

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	MARIO	ROAD & BRIDGE	115	REGULAR	117/10	DISCRETIONARY INCREASE TO 117/11 \$64,774
	FISCAL	PRECINCT 2	FOREMAN	FULL-TIME	\$63,335.00	EFFECTIVE 10/20/2025
(2)	THERON	ROAD & BRIDGE	108	REGULAR	112/1	NEW HIRE
	HARRISON	PRECINCT 2	HEAVY EQUIPMENT OPERATOR	FULL-TIME	\$41,941.00	EFFECTIVE 10/20/2025
(3)	AARON	DISTRICT	1122	REGULAR	UNCLASSIFIED	RESIGNATION
	DILORIO	ATTORNEY	MISDEMEANOR PROSECUTOR	FULL-TIME	\$91,400.00	EFFECTIVE 10/3/2025
(4)	MICHELLE	TREASURER	104	REGULAR	114/5	DISCRETIONARY INCREASE TO 114/6, \$50,853
	LAIRD		CHIEF DEPUTY CLERK	FULL-TIME	\$49,755.00	EFFECTIVE 10/20/2025
(5)	DANNETTTE	AUDITOR	302	REGULAR	UNCLASSIFIED	DISCRETIONARY INCREASE TO \$35,548.65
	ADAMS		ASSISSTANT COUNTY AUDITOR	FULL-TIME	\$33,948.65	EFFECTIVE 10/6/2025
(6)	STEPHANIE	AUDITOR	302	REGULAR	UNCLASSIFIED	DISCRETIONARY INCREASE TO \$71,677.22
	DALE		ASSISSTANT COUNTY AUDITOR	FULL-TIME	\$71,072.22	EFFECTIVE 10/6/2025
(7)	SHANA	AUDITOR	302	REGULAR	UNCLASSIFIED	DISCRETIONARY INCREASE TO \$49,854.19
	JACKSON		ASSISSTANT COUNTY AUDITOR	FULL-TIME	\$49,249.19	EFFECTIVE 10/6/2025
(8)	CHARLINE	AUDITOR	303	REGULAR	UNCLASSIFIED	DISCRETIONARY INCREASE TO \$45,298.92
	COLEMAN		ASSISSTANT COUNTY AUDITOR II	FULL-TIME	\$44,693.92	EFFECTIVE 10/6/2025
(9)	SHARON	AUDITOR	302	REGULAR	UNCLASSIFIED	DISCRETIONARY INCREASE TO \$38,684.19
	SUMMERS		ASSISSTANT COUNTY AUDITOR	FULL-TIME	\$37,084.19	EFFECTIVE 10/6/2025
(10)	TRACY	JAIL	1055	REGULAR	211/1	PROMOTION TO 213/2, \$46,485
	BROWN		CORRECTIONS OFFICER	FULL-TIME	\$44,430.00	EFFECTIVE 10/6/2025
(11)	TRACY	JAIL	1057	REGULAR	213/2	DISCRETIONARY INCREASE TO 213/3, \$47,456
	BROWN		CORPORAL	FULL-TIME	\$46,485.00	EFFECTIVE 10/20/2025
(12)	BAYLEIGH	JAIL	1055	REGULAR	211/5	PROMOTION TO 213/6, \$50,517
	MANESS		CORRECTIONS OFFICER	FULL-TIME	\$44,997.00	EFFECTIVE 10/3/2025
(13)	ENIYAH	JAIL	1055	REGULAR	211/1	TRANSFER TO PART TIME, 211/(1)\$21.36/HR
	BEATTY		CORRECTIONS OFFICER	FULL-TIME	\$44,430.00	EFFECTIVE 10/3/2025
(14)	JACQUELIN	JAIL	1055	REGULAR	211/6	DISCRETIONARY INCREASE TO 211/8, \$50,915
	MCGOWAN		CORRECTIONS OFFICER	FULL-TIME	\$48,946.00	EFFECTIVE 10/20/2025
(15)	MATTHEW	JAIL	1055	REGULAR	211/8	DISCRETIONARY INCREASE TO 211/10, \$52,985
	BROWN		CORRECTIONS OFFICER	FULL-TIME	\$50,915.00	EFFECTIVE 10/20/2025
(16)	MASON	JAIL	1055	REGULAR	211/4	DISCRETIONARY INCREASE TO 211/5, \$47,997
	DUNAWAY		CORRECTIONS OFFICER	FULL-TIME	\$47,072.00	EFFECTIVE 10/20/2025
(17)	RINESHIA	JAIL	1055	REGULAR	211/4	DISCRETIONARY INCREASE TO 211/6, \$48,946
	HADNOT		CORRECTIONS OFFICER	FULL-TIME	\$47,072.00	EFFECTIVE 9/22/2025
(18)	KRISTA	JAIL	1055	REGULAR	211/3	DISCRETIONARY INCREASE TO 211/5, \$47,997
	LAWSON		CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/20/2025
(19)	ANN-LANETT	JAIL	1055	REGULAR	211/3	DISCRETIONARY INCREASE TO 211/5, \$47,997
	NOLES		CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/20/2025
(20)	JOEL	JAIL	1055	REGULAR	211/5	DISCRETIONARY INCREASE TO 211/6, \$48,946
	FAULKNER		CORRECTIONS OFFICER	FULL-TIME	\$47,997.00	EFFECTIVE 10/20/2025
(21)	ANGELA	JAIL	1055	REGULAR	211/3	DISCRETIONARY INCREASE TO 211/5, \$47,997
	WILLIAMS		CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 9/22/2025
(22)	JEREMY	JAIL	1055	REGULAR	211/4	DISCRETIONARY INCREASE TO 211/5, \$47,997
	PATE		CORRECTIONS OFFICER	FULL-TIME	\$47,072.00	EFFECTIVE 10/20/2025
(23)	CAMILLA	JAIL	1053	REGULAR	215/8	DISCRETIONARY INCREASE TO 215/9, \$58,531
	FISCAL		CORRECTIONS OFFICER SUPERVISOR	FULL-TIME	\$57,289.00	EFFECTIVE 10/20/2025
(24)	BILLY	JAIL	1055	REGULAR	211/3	DISCRETIONARY INCREASE TO 211/5, \$47,997

	SHULTS		CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/20/2025
(25)	BOBBI SONGER	JAIL	1055	REGULAR	211/6	DISCRETIONARY INCREASE TO 211/8, \$50,915
			CORRECTIONS OFFICER	FULL-TIME	\$48,946.00	EFFECTIVE 10/20/2025
(26)	CHRISTOPHER EVANS	JAIL	1055	REGULAR	211/5	DISCRETIONARY INCREASE TO 211/6, \$48,946
			CORRECTIONS OFFICER	PART-TIME	\$47,997.00	EFFECTIVE 10/20/2025
(27)	GINGER SHULTS	JAIL	1058	REGULAR	216/7	DISCRETIONARY INCREASE TO 216/9, \$61,068
			JAIL NURSE	FULL-TIME	\$58,491.00	EFFECTIVE 10/20/2025
(28)	AURORA OROSCO	JAIL	1058	REGULAR	216/10	DISCRETIONARY INCREASE TO 216/11, \$63,776
			JAIL NURSE	FULL-TIME	\$62,405.00	EFFECTIVE 10/20/2025
(29)	LISA THOMURE	JAIL	1055	REGULAR	211/8	DISCRETIONARY INCREASE TO 211/10, \$52,985
			CORRECTIONS OFFICER	FULL-TIME	\$50,915.00	EFFECTIVE 10/20/2025
(30)	PAMELA RING	JAIL	1055	REGULAR	211/8	DISCRETIONARY INCREASE TO 211/10, \$52,985
			CORRECTIONS OFFICER	FULL-TIME	\$50,915.00	EFFECTIVE 10/20/2025
(31)	TIREE JONES	JAIL	1055	REGULAR	211/7	DISCRETIONARY INCREASE TO 211/9, \$51,937
			CORRECTIONS OFFICER	FULL-TIME	\$49,918.00	EFFECTIVE 10/20/2025
(32)	LARRY SMITH	JAIL	1055	REGULAR	211/4	DISCRETIONARY INCREASE TO 211/6, \$48,946
			CORRECTIONS OFFICER	FULL-TIME	\$47,072.00	EFFECTIVE 10/20/2025
(33)	HANNAH VICKERS	JAIL	1055	REGULAR	211/4	DISCRETIONARY INCREASE TO 211/6, \$48,946
			CORRECTIONS OFFICER	FULL-TIME	\$47,072.00	EFFECTIVE 10/20/2025
(34)	CHLOE MASTALEZ	JAIL	1055	REGULAR	211/6	DISCRETIONARY INCREASE TO 211/8, \$50,915
			CORRECTIONS OFFICER	FULL-TIME	\$48,946.00	EFFECTIVE 10/20/2025
(35)	LISA DODSON	JAIL	1055	REGULAR	211/3	DISCRETIONARY INCREASE TO 211/4, \$47,072
			CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/20/2025
(36)	JOHN SALINAS	JAIL	1055	REGULAR	211/3	DISCRETIONARY INCREASE TO 211/4, \$47,072
			CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/20/2025
(37)	MICHAEL DUDLEY	JAIL	1055	REGULAR	211/3	DISCRETIONARY INCREASE TO 211/4, \$47,072
			CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/20/2025
(38)	DARRELL NEWMAN	JAIL	1057	REGULAR	213/4	DISCRETIONARY INCREASE TO 213/5, \$49,471
			CORPORAL	FULL-TIME	\$48,451.00	EFFECTIVE 10/20/2025
(39)	LAWRENCE DAWSON	JAIL	1051	REGULAR	221/7	DISCRETIONARY INCREASE TO 221/8, \$74,120
			JAIL ADMINISTRATOR	FULL-TIME	\$72,497.00	EFFECTIVE 10/20/2025
(40)	PAUL TOLLY	JAIL	1059	REGULAR	219/5	DISCRETIONARY INCREASE TO 219/6, \$65,045
			ASST JAIL ADMINISTRATOR	FULL-TIME	\$63,644.00	EFFECTIVE 10/20/2025
(41)	SAMANTHA LOVE	JAIL	1038	REGULAR	215/1	DISCRETIONARY INCREASE TO 215/3, \$51,521
			DEPUTY TRANSPORT	FULL-TIME	\$49,406.00	EFFECTIVE 9/22/2025
(42)	DEVON FREEMAN	JAIL	1036	REGULAR	217/2	DISCRETIONARY INCREASE TO 217/4, \$57,212
			SERGEANT	FULL-TIME	\$54,822.00	EFFECTIVE 10/20/2025
(43)	WENDY GUEST	JAIL	1053	REGULAR	215/6	DISCRETIONARY INCREASE TO 215/8, \$57,289
			CORRECTIONS SUPERVISOR	FULL-TIME	\$54,896.00	EFFECTIVE 10/20/2025
(44)	SARA VEGA	JAIL	902	REGULAR	112/3	NEW HIRE
			OFFICE MANAGER	FULL-TIME	\$43,768.00	EFFECTIVE 10/3/2025
(45)	LACY SIMERLY	JAIL	1055	REGULAR	211/3	NEW HIRE
			CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/14/2025
(46)	LONNIE BAXTER	JAIL	1055	REGULAR	211/3	NEW HIRE
			CORRECTIONS OFFICER	FULL-TIME	\$46,169.00	EFFECTIVE 10/14/2025
(47)	CARMEN CHRISTIE	JAIL	1055	REGULAR	211/3	NEW HIRE
			CORRECTONS	FULL-TIME	\$46,169.00	EFFECTIVE 10/14/2025
(48)	DENISE ROSS	SHERIFF	1043	REGULAR	111/4	NEW HIRE
			TELECOMMUNICATIONS	FULL-TIME	\$42,872.00	EFFECTIVE 10/6/2025
(49)	BRITTANY PRINCE	SHERIFF	1043	REGULAR	111/4	NEW HIRE
			TELECOMMUNICATIONS	FULL-TIME	\$42,872.00	EFFECTIVE 10/6/2025

(50)	JESSICA SLACK	SHERIFF	1060 EVIDENCE PROCUREMENT	REGULAR FULL-TIME	112/1 \$41,941.00	DISCRETIONARY INCREASE TO 112/3, \$43,768 EFFECTIVE 10/20/2025
(51)	SHERRY SPRAYBERRY	SHERIFF	1047 ADMISTRATIVE ASSISTANT	REGULAR FULL-TIME	113/7 \$49,789.00	DISCRETIONARY INCREASE TO 113/9, \$52,015 EFFECTIVE 10/20/2025
(52)	CHRISTINA WHITE	SHERIFF	1029 KENNEL ATTENDANT	REGULAR FULL-TIME	211/1 \$44,430.00	DISCRETIONARY INCREASE TO 211/3, \$46,169 EFFECTIVE 10/20/2025
(53)	JOHN WALKER	SHERIFF	1030 ANIMAL CONTROL	REGULAR FULL-TIME	211/3 \$46,169.00	DISCRETIONARY INCREASE TO 211/5, \$47,997 EFFECTIVE 10/20/2025
(54)	MATTHEW SANDERS	SHERIFF	1030 ANIMAL CONTROL	REGULAR FULL-TIME	211/3 \$46,169.00	DISCRETIONARY INCREASE TO 211/5, \$47,997 EFFECTIVE 10/20/2025
(55)	DAWN LIBY	SHERIFF	1045 COMPUTER RECORDS SPECIALIST	REGULAR FULL-TIME	112/3 \$43,768.00	DISCRETIONARY INCREASE TO 112/5, \$45,687 EFFECTIVE 10/20/2025
(56)	VICTORIA FINDLEY	SHERIFF	102 SECRETARY	REGULAR FULL-TIME	107/2 \$34,868.00	DISCRETIONARY INCREASE TO 107/4, \$36,335 EFFECTIVE 10/20/2025
(57)	KANDYCE JONES	SHERIFF	1042 TELECOMMUNICATIONS SUPERVISOR	REGULAR FULL-TIME	114/8 \$53,132.00	DISCRETIONARY INCREASE TO 114/10, \$55,528 EFFECTIVE 10/20/2025
(58)	JENNIFER NORRIS	SHERIFF	1044 TELECOMMUNICATIONS	REGULAR FULL-TIME	112/8 \$48,751.00	DISCRETIONARY INCREASE TO 112/10, \$50,924 EFFECTIVE 10/20/2025
(59)	TAMMY BARKER	SHERIFF	1049 WARRANT CLERK	REGULAR FULL-TIME	111/9 \$47,737.00	DISCRETIONARY INCREASE TO 111/11, \$49,859 EFFECTIVE 10/20/2025
(60)	KRYSTAL WELLS	SHERIFF	1043 TELECOMMUNICATIONS	REGULAR FULL-TIME	111/9 \$47,737.00	DISCRETIONARY INCREASE TO 111/10, \$48,785 EFFECTIVE 10/20/2025
(61)	HOLLY HUNT	SHERIFF	1043 TELECOMMUNICATIONS	REGULAR FULL-TIME	111/4 \$42,872.00	DISCRETIONARY INCREASE TO 111/5, \$43,797 EFFECTIVE 10/20/2025
(62)	ALAN LEBLANC	SECURITY	1063 COURTHOUSE SECURITY	REGULAR FULL-TIME	215/1 \$49,406.00	DISCRETIONARY INCREASE TO 215/3, \$51,521 EFFECTIVE 10/20/2025
(63)	CRAIG FINEGAN	SHERIFF	1033 CAPTAIN	REGULAR FULL-TIME	221/1 \$63,557.00	DISCRETIONARY INCREASE 221/3, \$66,390 EFFECTIVE 10/20/2025
(64)	KAYLA HEMPERLY	SHERIFF	1036 SERGEANT	REGULAR FULL-TIME	217/5 \$58,452.00	DISCRETIONARY INCREASE TO 217/7, \$61,026 EFFECTIVE 10/20/2025
(65)	RONALD GOERTZ	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	216/6 \$57,250.00	DISCRETIONARY INCREASE TO 216/8, \$59,764 EFFECTIVE 10/20/2025
(66)	FRANCISCO SEGURA	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	216/8 \$59,764.00	DISCRETIONARY INCREASE TO 216/10, \$62,405 EFFECTIVE 10/20/2025
(67)	ADRIAN ONTIVEROS	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	216/6 \$57,250.00	DISCRETIONARY INCREASE TO 216/7, \$58,491 EFFECTIVE 10/20/2025
(68)	JESSICA STANTON	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	216/6 \$57,250.00	DISCRETIONARY INCREASE TO 216/8, \$59,764 EFFECTIVE 10/20/2025
(69)	DAVID SOTTOSANTI	SHERIFF	1033 CAPTAIN	REGULAR FULL-TIME	221/5 \$69,368.00	DISCRETIONARY INCREASE TO 221/6, \$70,913 EFFECTIVE 10/20/2025
(70)	JASON PASKE	SHERIFF	1039 LIEUTENANT	REGULAR FULL-TIME	219/8 \$67,954.00	DISCRETIONARY INCREASE TO 219/9, \$69,464 EFFECTIVE 10/20/2025
(71)	TEDDY SMITH	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/4 \$52,618.00	DISCRETIONARY INCREASE TO 215/5, \$53,743 EFFECTIVE 10/20/2025
(72)	GARY WRIGHT	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/9 \$58,531.00	DISCRETIONARY INCREASE TO 215/10, \$59,805 EFFECTIVE 10/20/2025
(73)	DYLAN DICKERSON	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/2 \$50,450.00	DISCRETIONARY INCREASE TO 215/4, \$52,618 EFFECTIVE 10/20/2025
(74)	DEVON FRANZ	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/2 \$50,450.00	DISCRETIONARY INCREASE TO 215/3, \$51,521 EFFECTIVE 10/20/2025
(75)	RAFEAL	SHERIFF	1037	REGULAR	215/2	DISCRETIONARY INCREASE TO 215/4, \$52,618

	HERRERA JR		DEPUTY SHERIFF PATROL	FULL-TIME	\$50,450.00	EFFECTIVE 10/20/2025
(76)	DEREK FOSTER	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/1 \$49,406.00	DISCRETIONARY INCREASE TO 215/2, \$50,450 EFFECTIVE 10/20/2025
(77)	GREGORY MOTTU	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/2 \$50,450.00	DISCRETIONARY INCREASE TO 215/4, \$52,618 EFFECTIVE 10/20/2025
(78)	NICHOLAS TENNY	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/2 \$50,450.00	DISCRETIONARY INCREASE TO 215/4, \$52,618 EFFECTIVE 10/20/2025
(79)	VANCE BERRY	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/7 \$56,078.00	DISCRETIONARY INCREASE TO 215/8, \$57,289 EFFECTIVE 10/20/2025
(80)	TRENT JONES	SHERIFF	1036 SERGEANT	REGULAR FULL-TIME	217/1 \$53,671.00	DISCRETIONARY INCREASE TO 217/3, \$56,002 EFFECTIVE 10/20/2025
(81)	GLEN EDWARDS	SHERIFF	1041 CORPORAL	REGULAR FULL-TIME	216/3 \$53,707.00	DISCRETIONARY INCREASE TO 216/5, \$56,040 EFFECTIVE 10/20/2025
(82)	ADAM MCDOWELL	SHERIFF	1036 SERGEANT	REGULAR FULL-TIME	217/3 \$56,002.00	DISCRETIONARY INCREASE TO 217/4, \$57,212 EFFECTIVE 10/20/2025
(83)	ROBERT LAWSON	SHERIFF	1041 CORPORAL	REGULAR FULL-TIME	216/4 \$54,859.00	PROMOTION TO #1036, 217/3, \$56,002 EFFECTIVE 10/20/2025
(84)	ALBERT RICHARDS	SHERIFF	1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	215/4 \$52,618.00	PROMOTION TO #1041, 216/3, \$53,707 EFFECTIVE 10/20/2025
(85)	CHRISTOPER SMITH	SHERIFF	1023 DEPUTY SHERIFF CADET	REGULAR FULL-TIME	111/1 \$40,230.00	NEW HIRE EFFECTIVE 10/9/2025
(86)	JENNIFER THOMPSON	COUNTY JUDGE	104 CHIEF DEPUTY CLERK	REGULAR FULL-TIME	114/5 \$49,755.00	DISCRETIONARY INCREASE TO 114/6, \$50,853 EFFECTIVE 10/6/2025
(87)	KARI MILLER	COUNTY JUDGE	1055 ASSISTANT TO THE COUNTY JUDGE	REGULAR FULL-TIME	118/7 61887.00	INCREASE TO 118/9, FOR ADA & TITLE VI, \$64,728 EFFECTIVE 10/6/2025
(88)	BETSY DEITERMAN	MUSEUM	1282 MUSEUM CURATOR	REGULAR FULL-TIME	114/4 \$48,684.00	DISCRETIONARY INCREASE TO 114/5, \$49,755 EFFECTIVE 10/6/2025
(89)	REBECCA MARSH	COMMISSIONERS COURT	1057 ASSITANT TO COMMISSIONERS COURT	REGULAR FULL-TIME	115/5 \$51,943.00	DISCRETIONARY INCREASE TO 115/7, \$54,278 EFFECTIVE 10/6/2025
(90)	CASSANDRA LOWRIE	INFORMATION TECHNOLOGY	710 IT DIRECTOR	REGULAR FULL-TIME	120/6 \$66,107.00	DISCRETIONARY INCREASE TO 120/7, \$67,616 EFFECTIVE 10/6/2025
(91)	COURTNEY COMSTOCK	EMERGENCY MANAGEMENT	1231 EMERGENCY MANAGEMENT COORDINATOR	REGULAR FULL-TIME	117/9 \$61,931.00	DISCRETIONARY INCREASE TO 117/10, \$63,335 EFFECTIVE 10/6/2025
(92)	JONATHAN BARBARA	DISTRICT ATTORNEY	1122 ASSISTANT DISTRICT ATTORNEY	REGULAR FULL-TIME	UNCLASSIFIED 38.50/HR	PROMOTION TO \$88,000 EFFECTIVE 10/6/2025
(93)	SANDRA FAILS	JUSTICE OF THE PEACE PRECINCT 3	1145 CHIEF COURT CLERK	REGULAR FULL-TIME	114/5 \$49,755.00	DISCRETIONARY INCREASE TO 114/6, \$50,853 EFFECTIVE 10/6/2025

STATE OF TEXAS

COUNTY OF POLK

**Order Setting Terms of the (Statutory Probate) County Court at Law of
Polk County, Texas**

The Commissioners Court of Polk County, Texas, pursuant to its authority under Government Code Section 25.0035, hereby sets the terms of the (Statutory Probate Court) County Court at Law of Polk County, Texas as follows;

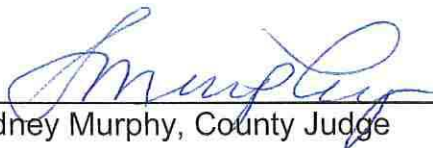
There shall be two (2) terms each year; and

The first term shall begin on the first day of February and end on the last day of July; and

The second term shall begin on the first day of August and end on the last day of January.

The aforementioned terms may not be changed until the expiration of one year from the date of this Order and said term/s shall remain in effect until otherwise ordered by the Commissioners Court.

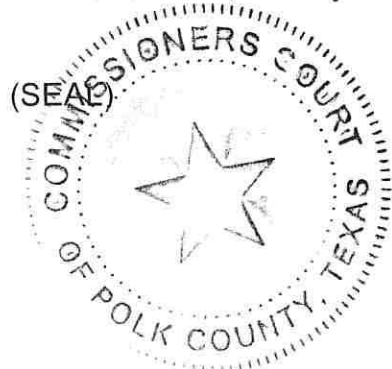
ADOPTED by the Commissioners Court of Polk County, Texas
this the 14th day of October, 2025.



Sydney Murphy, County Judge

Attest:


Schelana Hock, County Clerk



STATE OF TEXAS

COUNTY OF POLK

Order Setting Terms of the Justice Courts of Polk County, Texas

The Commissioners Court of Polk County, Texas, pursuant to its authority under Government Code Section 27.051, hereby sets the regular terms of the Justice Courts of Polk County, Texas as follows;

Terms shall be held monthly during normal business hours in the Justice's office/courtroom beginning on the first day of February and ending on the last day of January.

The aforementioned terms may not be changed until the expiration of one year from the date of this Order and said term/s shall remain in effect until otherwise ordered by the Commissioners Court.

ADOPTED by the Commissioners Court of Polk County, Texas
this the 14th day of October, 2025.



Sydney Murphy, County Judge

Attest;



Schelana Hock, County Clerk





Polk County, Texas

ORDER

Authorizing and Assigning space in County-owned Buildings

WHEREAS, Counties are permitted and encouraged to provide space in county-owned buildings to private and other entities which serve as agents of the public and which promote or carry out a county purpose; and,

WHEREAS, such entities have requested office space which is available within certain county-owned buildings and this Court finds that the provision of space to the requesting entities will serve a county purpose;

NOW, THEREFORE BE IT RESOLVED THAT:

That the Commissioners Court of Polk County, Texas hereby authorizes and assigns the use of space located in the county-owned building referenced herein to the following entities:

Main Courthouse – 101 W. Church - Livingston, Texas

Polk County Office Annex – 602 E. Church – Livingston, Texas;
Texas Agri-Life Extension

Polk County Law Enforcement Center – 1733 N. Washington – Livingston, Texas
Texas Department of Public Safety, Texas Parks & Wildlife (Game Wardens), Texas Ranger

Onalaska Sub-Courthouse – 501 E Hwy 190 Onalaska, Texas
Allegiance Ambulance

Precinct 3 (LeBlanc Building) – 912 S. Home Corrigan, Texas
Corrigan Christian Resource Center (Food Distribution)

James J. "Buddy" Purvis Health & Human Services Building – Corrigan, Texas
Corrigan Heritage Society (storage)

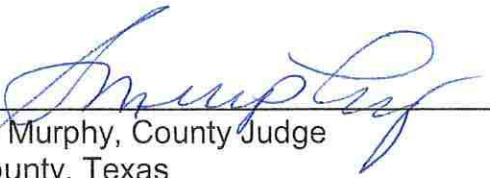
Dunbar Complex – 1112 Dogwood Livingston, Texas
SAAFE House, Texas Department of Emergency Management – County Liaison Officer

321 N. Beatty
Habitat for Humanity

BE IT FURTHER ORDERED that the County shall not charge a fee to the listed entities for the use of said space/s.

APPROVED and ORDERED on this the 14th day of October, 2025.

This Order replaces any previous Order approved by Polk County for the purpose stated.



Sydney Murphy, County Judge
Polk County, Texas

ATTEST: 

County Clerk

**JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,
COUNTY OF _____ POLK**

THIS CONTRACT is made and entered into this 17 day of September, 2025, by and between the Polk County Democratic Party, acting by and through the Chair of its County Executive Committee, _____ (***name***), hereinafter referred to as "Party," and Ann Turney (***name***), County Election Officer of Polk County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Polk County Joint Primary Election on March 3, 2025 (hereinafter referred to as the "election"), and the Polk County Joint Runoff Primary Election, if necessary, on May 26, 2026 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Polk County Commissioners Court on _____, 20____, Polk County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Polk County Republican Party and Polk County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

- 1. Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (***strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code***) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
 - 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
 - 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
 - 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
 - 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
 - 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
 - 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
 - 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 2. Duties and Services of the Party.** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
 - 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
 - 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the

ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.

3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.

3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the

Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Hart Verity Duo
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
7. **General Provisions.**
- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Schelana Hock
Mailing Address: 101 West Mill St, Suite 265, Livingston, Tx77351
Phone #: 936-327-6805
Fax: 936-327-6855
Email: shock@co.polk.tx.us

For the Party:

Name: Ann Turney
Mailing Address: P.O. Box106, Livingston, TX 77351
Phone #: 713-907-0874
Fax: n/a
Email: polkctytxdem@gmail.com

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer

By: <i>Sydney Murphy</i>
Title: Polk County Judge, Sydney Murphy
Date: October 14, 2025

The Party

By: <i>Ann Turney</i>
Title: Polk County Democratic Party Chair
Date: <i>September 17, 2025</i>



By: *Satozh* 10:32 Am

**JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,
COUNTY OF POLK**

THIS CONTRACT is made and entered into this _____ day of October, 20 25, by and between the _____ Polk _____ County _____ Republican _____ Party, acting by and through the Chair of its County Executive Committee, Paul Lavery (*name*), hereinafter referred to as "Party," and Schelana Hock (*name*), County Election Officer of _____ Polk _____ County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the _____ Polk _____ County Joint Primary Election on March 3, 20 26 (hereinafter referred to as the "election"), and the _____ Polk _____ County Joint Runoff Primary Election, if necessary, on May 26, 20 26 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by _____ Polk _____ County Commissioners Court on _____, 20____, _____ County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the _____ Polk _____ County Republican Party and _____ Polk _____ County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

- 1. Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in

accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. *Duties and Services of the Party.* The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the

ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the

Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Hart Verity
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
7. **General Provisions.**
 - 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
 - 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
 - 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

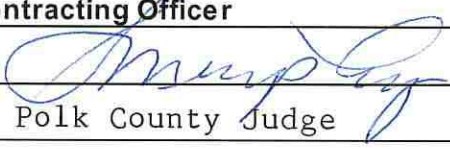
Name:
Mailing Address:
Phone #:
Fax:
Email:

For the Party:

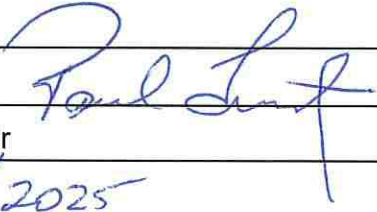
Name: Paul H Lavery
Mailing Address: 287 Arrowhead DR
Phone #: 7135572094
Fax:
Email: plavery@lavertyclan.com

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer

By: 
Title: Polk County Judge
Date: October 14, 2025

The Party

By: Paul Lavery 
Title: County Chair
Date: 10/06/2025

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

*Texas School Safety Center
601 University Dr.
San Marcos, Texas 78666*

The Performing Party: **Polk County Sheriff's Office** a local government of the State of Texas

*Polk County
602 E Church Street Ste 101
Livingston, TX 77351-6040*

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **100** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid \$125.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) **(for a maximum of 100 Controlled Buy/Stings and Follow-ups x \$125.00 each for a total of \$12,500.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

IV. Contract Amount

The total amount of this Contract shall not exceed TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 CENTS (\$12,500.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2026**.

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

IX. Other Provisions

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

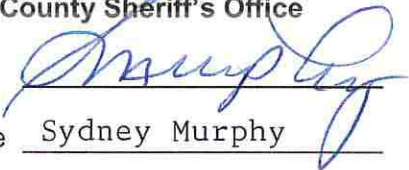
Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Certification. The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

PERFORMING PARTY
Polk County Sheriff's Office

By 
Name Sydney Murphy
Title Polk County Judge
Date October 14, 2025

By 
Name Byron Lyons
Title Polk County Sheriff
Date October 14, 2025

RECEIVING PARTY
Texas State University

By _____
Name _____
Title _____
Date _____

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using youth as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to youth and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female youth ages **16 –20** in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to youth. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to youth, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within seven to fourteen (7-14) days of original controlled buy/sting.

2. Training Activities

The Performing Party shall:

- a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities. Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) shall be signed by the designated authorized official.
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 9/2025)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) shall be submitted to the Texas School Safety Center on the **first** day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: beapyle@txstate.edu or phone: 512-408-0405.

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and youth decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to youth.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

EXHIBIT B PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
 - a. Total number of controlled buy/stings and follow-ups using youth as decoys: **100**
 - i. In at least 50% of all controlled buy/stings conducted, the youth must attempt to purchase an e-cigarette, component, part, or accessory.
 - ii. Minimum number of e-cigarette attempts: **50**
 - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 9/2025)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 9/2025)) outlines monthly goals to follow from **September 2025 to August 2026**.
 - a. Deviation from the pre-established Contractor's Program Work Plan requires **prior** approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-408-0405.
 - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 9/2025)) may result in payment being withheld until completion or submission.

EXHIBIT C
PAYMENT FOR SERVICES

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2023)) as confirmation of services rendered.
2. Be paid \$125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2023)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 9/2025)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$12,500.00** without prior written approval from the Texas School Safety Center at Texas State University.



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in cursive script that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4437904	Award Amount:	\$53,047.22
Date Awarded:	9/29/2025	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2025 - 06/30/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	09/28/2026	Grantee GPI:	\$0.00
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program	Total Project Cost:	\$53,047.22
Grantee Name:	Polk County		
Project Title:	Evidence/Procurement Manager		
Grant Manager:	Magda Torres		
Unique Entity Identifier (UEI):	XNQMWLVQZNM3		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	9/25/2023
Federal/State Award ID Number:	15PBJA-23-GG-03034-JAGX
Total Federal Award/State Funds Appropriated:	\$16,452,044.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No

Federal/State Award Description:

The purpose of this program is to reduce crime and improve the criminal justice system.



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QUOTE CONFIRMATION

CASEY LOWRIE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PPNK456	9/11/2025	LENOVO DESKTOPS	6188837	\$31,840.58

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre M70s Gen 5 - SFF Core i5 i5-14400 2.5 GHz - 16 GB - SSD	38	7935102	\$837.91	\$31,840.58
Mfg. Part#: 12U3000UUS				
Contract: MARKET				

SUBTOTAL	\$31,840.58
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$31,840.58

PURCHASER BILLING INFO	DELIVER TO
Billing Address: POLK COUNTY AUDITOR ACCTS PAYABLE 602 E CHURCH ST. STE 137 LIVINGSTON, TX 77351 Phone: (936) 327-6808 Payment Terms: NET 30-VERBAL	Shipping Address: POLK COUNTY SHERIFF CASEY LOWRIE 1733 N WASHINGTON AVE LIVINGSTON, TX 77351-2199 Shipping Method: TForce Freight, Dock to Dock
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Eddie Forsythe | (877) 501-2975 | eddie.forsythe@cdwg.com

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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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SEPTEMBER 10, 2025 TO SEPTEMBER 23, 2025

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	JUSTIN FAULKNER	MAINTENANCE	805 MAINTENANCE TECHNICIAN	REGULAR FULL-TIME	113/3 \$46,656.00	DISCRETIONARY INCREASE TO 113/5, \$47,671 EFFECTIVE 10/20/2025
(2)	HELEN FISCHER	MAINTENANCE	902 OFFICE MANAGER	REGULAR FULL-TIME	112/7 \$47,704.00	DISCRETIONARY INCREASE TO 112/9, \$49,823 EFFECTIVE 10/20/2025
(3)	VICTORIA GUAJARDO	MAINTENANCE	801 CUSTODIAL COORDINATOR	REGULAR FULL-TIME	110/5 \$41,997.00	DISCRETIONARY INCREASE TO 110/6, \$42,901 EFFECTIVE 10/20/2025
(4)	JAMES KNOWLTON	MAINTENANCE	802 MAINTENANCE TECHNICIAN LEAD	REGULAR FULL-TIME	114/4 \$48,684.00	DISCRETIONARY INCREASE TO 114/5, \$49,755 EFFECTIVE 10/20/2025
(5)	BRITTANY LANGLEY	MAINTENANCE	803 CUSTODIAL MAINTENANCE WORKER	REGULAR FULL-TIME	106/1 \$32,820.00	DISCRETIONARY INCREASE TO 106/3, \$34,183 EFFECTIVE 10/20/2025
(6)	BRADLY WYLIE	MAINTENANCE	112 EQUIPMENT MECHANIC	REGULAR FULL-TIME	113/3 \$45,656.00	DISCRETIONARY INCREASE TO 113/4, \$46,651 EFFECTIVE 10/20/2025
(7)	LORI WEISS	DPS	902 OFFICE MANAGER	REGULAR FULL-TIME	112/10 \$50,924.00	DISCRETIONARY INCREASE TO 112/11, \$52,052 EFFECTIVE 10/6/2025
(8)	COURTNEY FARMER	GRANTS & CONTRACTS	103 SECRETARY	REGULAR FULL-TIME	109/1 \$37,047.00	REHIRE EFFECTIVE 10/6/2025
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						

Job Description: BOND CONDITIONS SUPERVISOR

CLASS NO. 1067

EEOC CATEGORY: Administrative Support

PAY GROUP: 114

FLSA: Non-exempt

SUMMARY OF POSITION:

The Bond Conditions Supervisor is responsible for overseeing individuals released under court-ordered bond conditions, ensuring compliance, and reporting any violations to the appropriate court. This role involves direct supervision of participants, coordination of drug and alcohol testing, and timely communication with the courts and program participants. The responsibilities of the Bond Conditions Supervisor are to monitor and supervise individuals placed under bond conditions set by the Magistrate to ensure compliance with court mandates until the case is filed with the Polk County Court at Law / Polk County District Court(s): report status updates and any violations of bond conditions to the court in a timely and accurate manner. Administer drug and alcohol testing to participants at the Supervisor's discretion and in accordance with program guidelines. Notify participants of first appearance date with the Courts, prepare and submit case updates and compliance reports to Judges as requested, maintain accurate case records through timely data entry and updates within the bond supervision database, respond to telephone inquiries, greet and assist visitors, and provide general front office support, process and receipt payments, compile daily financial deposits, and maintain associated records, perform additional duties as assigned by supervisor(s).

ORGANIZATIONAL RELATIONSHIPS:

1. Reports to: The Board of Judges (with supervision provided by Justice of the Peace, Precinct Two, as Administrative Judge)
2. Directs: This is a non-supervisory position.
3. Other: Works closely with the staff from the Court(s), District Attorney's office and Jail. This position requires contact with offenders and the general public.

EXAMPLES OF WORK:

Essential Duties*

Supervise a case load of Bond Conditions requirements.

Report violation(s) to the appropriate Court(s).

Entering basic information regarding courtesy supervisions, bonds and processing other data entries.

**for the purpose of compliance with the Americans With Disabilities Act (ADA)
This job description does not take into account potential reasonable accommodations.*

CLASS NO. 1067 (Continued)

Receiving and receipting payments from clients; prepare daily deposits.

Other Important Duties*

Performs such other duties as may be assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

<i>Knowledge of:</i>	Office procedures and equipment, including Microsoft Word and Excel.
<i>Skill to:</i>	Type and enter data with appropriate speed and efficiency. Must have outstanding organizational skills and be able to perform duties with minimal supervision.
<i>Ability to:</i>	Work with staff, other departments, and the public in an effective, courteous, professional, and positive manner, on the phone and in person. Maintain confidentiality with respect to sensitive and confidential information.

ACCEPTABLE EXPERIENCE AND TRAINING:

High school graduation, or its equivalent and experience in related or similar capacity is preferred.

or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

CERTIFICATES AND LICENSES REQUIRED:

Valid Texas Drivers License



Polk County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15834 - K25A20/K25R20

Adjustment Number	Budget Code	Description	Adjustment Date
K25A20	FY2025 General Budget	K25A20 BUDGET AMENDMENTS	9/30/2025

Summary Description: K25A20 FY2025 BUDGET AMENDMENTS FOR COMMISSIONERS COURT APPROVAL

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>010-2475-3300</u>	FURNISHED TRANSPORTATION	DA INS CLAIM NISSAN ROGUE APD20253939-	16,332.95	1,682.09	18,015.04
September: 1,682.09					
<u>010-342-4600</u>	INSURANCE CLAIMS	DA INS CLAIM NISSAN ROGUE APD20253939-	-45,795.17	-1,682.09	-47,477.26
September: -1,682.09					
<u>023-342-4600</u>	INSURANCE CLAIMS	RB3 INS CLAIM 2020 JD TRACTOR PR2025342	-12,429.33	-3,677.47	-16,106.80
September: -3,677.47					
<u>023-6623-4560</u>	PARTS & REPAIRS	RB2 INS CLAIM 2020 JD TRACTOR PR2025342	150,000.00	3,677.47	153,677.47
September: 3,677.47					

Adjustment Number	Budget Code	Description	Adjustment Date
K25R20	FY2025 General Budget	K25R20 BUDGET REVISIONS	9/30/2025

Summary Description: K25R20 FY2025 BUDGET REVISIONS FOR COMMISSIONERS COURT APPROVAL

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>010-1695-4910</u>	LONG TERM RECOVERY	K25R20 BUDGET REVISIONS	5,000.00	-1,935.18	3,064.82
September: -1,935.18					
<u>010-2466-3150</u>	OFFICE SUPPLIES	K25R20 BUDGET REVISIONS	2,500.00	1,540.59	4,040.59
September: 1,540.59					
<u>010-2466-4270</u>	TRAVEL TRAINING	K25R20 BUDGET REVISIONS	2,500.00	-1,540.59	959.41
September: -1,540.59					
<u>054-1694-4916</u>	LONG TERM RECOVERY EXP	K25R20 BUDGET REVISIONS	0.00	1,935.18	1,935.18
September: 1,935.18					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
FY2025 General	FY2025 General Budget	<u>010-1695-4910</u>	LONG TERM RECOVERY	5,000.00	-1,935.18	3,064.82
		<u>010-2466-3150</u>	OFFICE SUPPLIES	2,500.00	1,540.59	4,040.59
		<u>010-2466-4270</u>	TRAVEL TRAINING	2,500.00	-1,540.59	959.41
		<u>010-2475-3300</u>	FURNISHED TRANSPORTATION	16,332.95	1,682.09	18,015.04
		<u>010-342-4600</u>	INSURANCE CLAIMS	-45,795.17	-1,682.09	-47,477.26
		<u>023-342-4600</u>	INSURANCE CLAIMS	-12,429.33	-3,677.47	-16,106.80
		<u>023-6623-4560</u>	PARTS & REPAIRS	150,000.00	3,677.47	153,677.47
		<u>054-1694-4916</u>	LONG TERM RECOVERY EXP	0.00	1,935.18	1,935.18
		FY2025 General Total:			118,108.45	0.00
Grand Total:			118,108.45	0.00	118,108.45	

Fund Summary

Fund	Before	Adjustment	After
Budget Code: FY2025 General - FY2025 General Budget Fiscal: 2024-2025			
010	-19,462.22	-1,935.18	-21,397.40
023	137,570.67	0.00	137,570.67
054	0.00	1,935.18	1,935.18
Budget Code FY2025 General Total:	118,108.45	0.00	118,108.45
Grand Total:	118,108.45	0.00	118,108.45



Polk County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15835 - K26A03/K26R03

Adjustment Number	Budget Code	Description	Adjustment Date
K26A03	FY2026 General Budget	K26A03 BUDGET AMENDMENTS	10/14/2025

Summary Description: K26A03 FY2026 BUDGET AMENDMENTS FOR COMMISSIONERS COURT APPROVAL

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>010-2512-5640</u>	SCAAP EXPENSES	FY2025 SCAAP BALANCE REMAINING	0.00	1,970.95	1,970.95
October:	1,970.95				

Adjustment Number	Budget Code	Description	Adjustment Date
K26R03	FY2026 General Budget	K26R03 BUDGET REVISIONS	10/14/2025

Summary Description: K26R03 FY2026 BUDGET REVISIONS FOR COMMISSIONERS COURT APPROVAL

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>010-1401-1055</u>	DISCRETIONARY SALARY	K26R03 BUDGET REVISIONS	8,816.00	1,003.00	9,819.00
October:	1,003.00				
<u>010-1401-3520</u>	CONTINGENCIES	K26R03 BUDGET REVISIONS	151,467.32	-8,269.85	143,197.47
October:	-8,269.85				
<u>010-2456-1050</u>	SALARIES	K26R03 BUDGET REVISIONS	128,400.00	6,755.00	135,155.00
October:	6,755.00				
<u>010-2456-2010</u>	SOCIAL SECURITY	K26R03 BUDGET REVISIONS	15,354.71	516.75	15,871.46
October:	516.75				
<u>010-2456-2030</u>	RETIREMENT	K26R03 BUDGET REVISIONS	29,183.98	982.17	30,166.15
October:	982.17				
<u>010-2456-2040</u>	WORKERS COMPENSATION	K26R03 BUDGET REVISIONS	333.19	11.21	344.40
October:	11.21				
<u>010-2456-2060</u>	UNEMPLOYMENT INSURANCE	K26R03 BUDGET REVISIONS	105.12	4.72	109.84
October:	4.72				
<u>010-3645-1055</u>	DISCRETIONARY SALARY	K26R03 BUDGET REVISIONS	6,451.00	-4,012.00	2,439.00
October:	-4,012.00				
<u>051-7845-1055</u>	DISCRETIONARY SALARY	K26R03 BUDGET REVISIONS	1,210.00	3,009.00	4,219.00
October:	3,009.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
FY2026 General	FY2026 General Budget	<u>010-1401-1055</u>	DISCRETIONARY SALARY	8,816.00	1,003.00	9,819.00
		<u>010-1401-3520</u>	CONTINGENCIES	151,467.32	-8,269.85	143,197.47
		<u>010-2456-1050</u>	SALARIES	128,400.00	6,755.00	135,155.00
		<u>010-2456-2010</u>	SOCIAL SECURITY	15,354.71	516.75	15,871.46
		<u>010-2456-2030</u>	RETIREMENT	29,183.98	982.17	30,166.15
		<u>010-2456-2040</u>	WORKERS COMPENSATION	333.19	11.21	344.40
		<u>010-2456-2060</u>	UNEMPLOYMENT INSURANCE	105.12	4.72	109.84
		<u>010-2512-5640</u>	SCAAP EXPENSES	0.00	1,970.95	1,970.95
		<u>010-3645-1055</u>	DISCRETIONARY SALARY	6,451.00	-4,012.00	2,439.00
		<u>051-7845-1055</u>	DISCRETIONARY SALARY	1,210.00	3,009.00	4,219.00
			FY2026 General Total:	341,321.32	1,970.95	343,292.27
			Grand Total:	341,321.32	1,970.95	343,292.27

Fund Summary

Fund	Before	Adjustment	After
Budget Code: FY2026 General - FY2026 General Budget Fiscal: 2025-2026			
010	340,111.32	-1,038.05	339,073.27
051	1,210.00	3,009.00	4,219.00
Budget Code FY2026 General Total:	341,321.32	1,970.95	343,292.27
Grand Total:	341,321.32	1,970.95	343,292.27

STATE OF TEXAS §
COUNTY OF §



**A RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS,
AUTHORIZING PAYMENT OF CONTRACTUALLY OBLIGATED SUMS
UPON THIRD-PARTY VERIFICATION OF COMPLETED WORK**

WHEREAS, Polk County (the “County”) routinely enters into contracts for goods, services, and projects that require progress payments, milestone payments, or final payments; and

WHEREAS, many such contracts are administered under grants, architectural/engineering services, or other professional arrangements that require **third-party verification** of the completion of work, services rendered, or goods delivered before payment is released; and

WHEREAS, it is the intent of the Commissioners Court to establish a standing authorization ensuring that all contractually obligated payments may be made timely when accompanied by such independent verification, while preserving fiscal accountability and compliance with applicable laws and policies.

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

1. **Authorization to Pay.** The County authorizes the payment of all contractually obligated invoices, applications for payment, or requisitions when accompanied by written verification from a third-party professional designated in the contract or funding source, such as an architect, engineer, grant administrator, or other authorized representative.
2. **Verification Required.** Verification shall consist of a signed certification, approval stamp, or equivalent documentation from the responsible professional confirming that the goods, services, or work performed conform to the terms of the contract and are eligible for payment.
3. **Conditions Precedent.** Payments authorized under this Resolution remain subject to:
 - a. Verification by the County Auditor of mathematical accuracy, documentation, and budget availability;
 - b. Compliance with all applicable procurement laws, funding source requirements, and County policies; and
 - c. Required retainage, lien releases, or closeout documentation as applicable
4. **Scope.** This Resolution applies to progress payments, milestone payments, and final payments on all contracts where independent third-party verification is a contractual or funding requirement.
5. **Authority to Process.** The County Auditor is authorized to process, and the County Treasurer is authorized to issue, payments consistent with this Resolution once all required conditions are met. The County Judge (or designee) shall sign any administrative approvals necessary to effectuate such payments.
6. **Budget Control.** Payments may not exceed the total contract amount as amended by duly approved change orders and must be charged to the accounts and funds appropriated by the Commissioners Court.

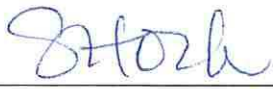
7. **No Waiver of Rights.** Approval of payments under this Resolution shall not constitute a waiver of the County's rights to enforce contract provisions, pursue remedies for non-compliance, or require correction of defective or non-conforming work.
8. **Effective Date.** This Resolution is effective immediately upon adoption and shall remain in force unless rescinded or superseded by further action of the Commissioners Court.

PASSED AND APPROVED THIS 14th day of October 2025.



Sydney Murphy
County Judge
Polk County, Texas

Attest:



Schelana Hock, County Clerk

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Traulsen G10011 30" G Series Reach-In Refrigerator with Left-Hinged Solid Door

Item #: 882G10011 MFR #: G10011

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#	Image	Description	Part #	List Price	% off List	Qty	Unit Price	Total
1		NETGEAR - NETGEAR M4350-48G4XF Switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ - front to back airflow - rack-mountable - PoE+ (1440 W)	GSM4352-100NES	\$5,147.77	44.41%	8 (Avail. 0)	\$2,861.48	\$22,891.84
Contract								
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser								
2		NETGEAR - NETGEAR Power supply (plug-in module) - AC 110-240 V - 2000 Watt	APS2000W-100NES	\$1,169.94	44.41%	16 (Avail. 5)	\$650.33	\$10,405.28
Note: _ For 48 port switch to allow max power, 30 watts per port, qty 2 PSU each switch.								
Contract								
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser								
3		NETGEAR - NETGEAR M4300-52G-PoE+ Switch - L3 - managed - 2 x 10/100/1000/10000 + 2 x 10 Gigabit SFP+ + 48 x 10/100/1000 (PoE+) - front to back airflow - rack-mountable - PoE+ (860 W)	GSM4352PB-100NES	\$4,617.39	44.41%	6 (Avail. 0)	\$2,566.65	\$15,399.90
Contract								
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser								
4		NETGEAR - NETGEAR APS1000W Power supply - hot-plug / redundant (plug-in module) - AC 110-240 V - 1000 Watt - Europe, Americas - for NETGEAR M4300-52G-PoE+ (1000 Watt)	APS1000W-100NES	\$1,078.80	44.41%	6 (Avail. 0)	\$599.67	\$3,598.02
Note: _ For 24 port switch GSM4352PB-100NES								
Contract								
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser								
5		NETGEAR - NETGEAR ProSafe AXM761 SFP+ transceiver module - 10GbE - 10GBase-SR - up to 984 ft - for NETGEAR M4300-28G-PoE+	AXM761-10000S	\$500.00	44.41%	14 (Avail. 18)	\$277.93	\$3,891.02
Note: _ 50 micron, usually aqua/blue cables SFP+ Transceiver, 10GBase-SR for multimode 50/125µm OM3 or OM4 fiber								
Contract								
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser								

Note: _
U6-LR-US is end of life.

Contract
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

Subtotal:

\$58,506.71

Tax (.0000%):

\$0.00

Shipping:

\$0.00

Total:

\$58,506.71

(List Price:

\$103,463.34)



Sales Quotation For:
Polk County
COUNTY AUDITOR
LIVINGSTON TX 77351

Shipping Address
Polk County
101 W Church St
Livingston TX 77351

Quoted BY	DK Robertson
Quote Expiration	12/1/25
Quote Name	Contracts and Project Accounting

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Contracts Management	\$ 0
Project Accounting	\$ 4,202
TOTAL:	
	\$ 4,202

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	36	\$ 5,220
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 5,470

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 4,202
Total Tyler Services	\$ 5,470	
Summary Total	\$ 5,470	\$ 4,202

Comments

Do Not Invoice Prior to 10/1/25

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

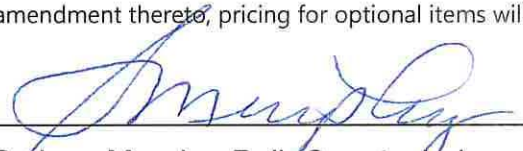
- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

ny SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:


 Sydney Murphy, Polk County Judge

Date:

October 14, 2025

Print Name:

P.O.#:



Montgomery Technology
Systems, LLC

Sensible, Reliable Installations & Service

October 2, 2025

Extended Service Contract Agreement

Monthly Coverage

The cost of this contract covers labor/parts provided by Montgomery Technology Systems, LLC (hereafter "MTS"). This labor is to be provided in one (1) 8-hour on-site visit every month. Warranty of stated equipment is provided in this contract. All monthly trips will be scheduled with the facility two weeks in advance. This contract excludes computers and servers over 5 years old.

For each visit, the MTS representative will perform the following tasks:

- **Preventive Monthly Maintenance**
 - Checking the electronics for ground faults, loose connectors, power supply voltages, and wear and tear.
- **Corrective Monthly Maintenance**
 - The service representative will correct any problems related to the performance of the equipment covered under this contract. All parts/equipment warranted by this contract will be replaced as needed at no additional cost.
- **Preventive Yearly Maintenance (Once a Year)**
 - Cleaning of the air filters for all actively cooled equipment related to the equipment covered in the contract.
 - Cleaning of the internal components of computers and video visitation units related to the equipment covered in the contract.
 - Cleaning of this equipment will be done either on the first monthly trip or last monthly trip depending on the initial first month equipment evaluation.

A parts allowance of **\$5000** has been included as part of this contract. A parts quote will be provided for any part needed and that total will be deducted from this allowance. No reimbursement will be issued in the event that parts are not needed during the contract period.

Two (2) additional emergency service trips are included as part of this contract. These trips can be used at any point during the life of the contract. No reimbursement will be issued for unused emergency trips. Any service trips requested by the customer outside of the provided trips stated in this contract will be billed at a discounted rate of \$130.00 per hour plus travel time, mileage and expenses.

MTS provides free phone technical support during normal business hours to all customers for equipment provided and installed by MTS. After hours technical support is provided at no charge to customers who have systems provided and installed by MTS under warranty or who have a service contract with MTS. When calling in for after-hours technical support, the MTS technician will request the job number from the caller before providing technical support.

The job number for this project is: **MTS49600**

T | 800.392.8292
O | 334.382.7441

Alabama Office (HQ)
23 Old Stage Road
Greenville, AL 36037

Mississippi Office
707-A Azalea Dr.
Waynesboro, MS 39367

Texas Office
1045 E. Nakoma Dr. • Suite 102
San Antonio, TX 78216

www.montgomerytechnology.com



Montgomery Technology
Systems, LLC

Sensible, Reliable Installations & Service

This service contract excludes remedy for damage or defect caused by abuse, acts of God, modifications not executed by MTS, software changes or upgrades not required to address issues being experienced at this site, improper or insufficient maintenance, or improper operation.

Payments

Payments will be made at regular intervals as given in the "Payment Terms" section of the above estimate. MTS will invoice the customer according to these terms, and the customer will be given thirty (30) days to complete payment for this amount. If payment is delinquent beyond thirty (30) days, the customer will be charged a 2% finance charge, due upon receipt of charge. If the customer is delinquent in paying beyond 60 days, the customer will be put on credit hold, at which point all work for the customer will cease. At that point the customer will not be able to order parts, request service, or call in for technical support until the outstanding invoice is paid.

Terms

This Standard Service Contract is in affect for the period listed in the "Payment Terms" section. MTS agrees to provide the services listed above in a timely, ethical, and professional manner. MTS also agrees to abide by the laws and regulations of the state in which the service is performed.

Both parties reserve the right to revoke this contract at any time, but the contract cannot be revoked without proper notification. The revoking party must give the other party thirty (30) days' notice of plans to revoke the contract via written letter. In this time, the revoking party must also give the other party an opportunity to resolve any differences or discrepancies that lead to the desire to revoke the contract. If no satisfaction is made for these differences at the end of the thirty-day grace period, the contract will be officially revoked.

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Montgomery Technology
Systems, LLC

Sensible, Reliable Installations & Service

Customer Information

Customer Name: Polk County Jail

Location: Livingston, TX

Customer Contact: Casey Lowrie

Customer Email: clowrie@polkcountytso.net

Payment Terms

Contract Term Length: 12 Months

Contract Pay Period: Monthly

Number of Payments: 12

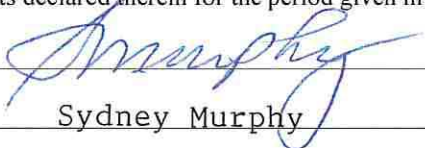
Amount Per Payment: \$2,955

Contract Total: \$35,460

Contract Type: Ext. Monthly

Agreement

I, Sydney Murphy, hereby agree to the terms of this contract and do intend to meet all monetary and ethical requirements declared therein for the period given in the "Payment Terms" section of the contract estimate.

Signed:  Date: 10/14/2025

Printed: Sydney Murphy

Position: Polk County Judge

MTS Rep.: _____ Date: _____

Printed: _____

Position: _____

T | 800.392.8292
O | 334.382.7441

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www.montgomerytechnology.com

Polk County

RFP 2026-11 Trucks for Precinct 2

Proposed:	Truck 1 Proposal Amount	Truck 2 Proposal Amount
Martin Chevrolet Jim Potter 420 Wet Southline Cleveland, Texas 77327 (281) 593-1195	\$53,794.15 2026 Silverado HD 1500 Crew Cab	\$53,794.15 2026 Silverado 1500 HD Crew Cab
Caldwell Country Chevrolet Karen Cole 800 E. Highway 21 Caldwell, Texas 77836 (979) 429-8844	\$55,975.00 2026Chevrolet Silverado 2500 HD 4WD Crew Cab	\$55,975.00 2026 Chevrolet Silverado 2500 HD 4 WD Crew Cab
Sames Laredo Chevrolet Ben Laureano 3701 E. Saunders Street Laredo, Texas 78041 (956) 606-6096	\$57,118.05 \$325 Freight \$57,443.00 2026 Chevrolet Silverado 2500 HD 4WD Crew Cab	\$57,118.05 \$325 Freight \$57,443.00 2026 Chevrolet Silverado 2500 HD 4 WD Crew Cab
Amaru Motors 3 LLC dba Charlie Clark Nissan Ray K. Locklin 6451 S. Desert Blvd El Paso, Texas 79935 (575) 652-1077	\$61,410.00 \$3,500 Freight \$64,910.00 2025 Chevrolet Silverado 1500 LT 4WD Crew Cab	\$61,410.00 \$3500 Freight \$64,910.00 2026 Chevrolet Silverado 1500 LT 4WD Crew Cab

RFP 2026-12
Request for Proposal for
Resident Banking Software and Commissary
Services

Polk County Jail

Proposal Release Date:
September 30, 2025

Proposal Due Date and Time:
October 22, 2025, at 1:30 p.m.

Issued by:

Sheriff Byron Lyons

LEGAL NOTICE

Notice is hereby given that sealed proposals will be accepted by the Polk County Purchasing and Procurement Office on October 22, 2025, until 1:30 PM. Sealed proposals will be opened and publicly read on October 22, 2025, at 2:00 PM at the Polk County Purchasing and Procurement Office. The subject proposals are scheduled to be awarded in the Commissioners Court session to be held on Tuesday, October 28, 2025, at 10:00 AM.

Proposals Requested:

RFP 2026-12 – PROVIDE RESIDENT BANKING SOFTWARE AND COMMISSARY SERVICES FOR THE POLK COUNTY JAIL STATED IN THE RFP SPECIFICATIONS

Proposals must be enclosed in a SEALED PACKAGE, bearing the NAME AND ADDRESS OF THE BIDDER AND “RFP 2026-12” ON THE OUTSIDE OF THE ENVELOPE.

Proposals may be hand-delivered to 602 E. Church Street, Suite 120, Livingston, TX, on or before the hour named. The County will not assume responsibility for proposals forwarded by mail and no proposal will be accepted after the time specified.

Bidders are required to comply with all requirements of applicable laws of the State of Texas and be authorized to conduct business in the State.

Polk County reserves the right to reject any or all proposals, to waive any informality in proposals and to accept the proposal that, in the opinion of Polk County, is in the County’s best interest. The award will not necessarily go to the Proposal with the lowest price, but to the Proposal that best demonstrates the ability to fulfill the requirements of the Request for Proposal and Specifications.

PART I GENERAL INFORMATION

I-1 Purpose

Polk County is requesting proposals from qualified firms to provide Resident Banking Software and Commissary Services.

1-2 Agency Description

The Polk County Jail has a capacity of 311 inmates. It currently operates with an average daily population of 250 inmates. Currently, inmates receive commissary two (2) days per week, per inmate.

1-3 Issuing Office

This RFP is issued by Polk County. Nacole Reeks, Polk County Purchasing and Procurement Coordinator, is the point of contact in the county for purposes of contract administration.

1-4 Contract Award

Contract negotiations will be undertaken with the firm whose proposal, as to software and other factors, shows them to be qualified, responsible, and capable of providing the necessary services to the County.

The contract that may be entered into will be that which is most advantageous to the County's needs and other factors considered. The County reserves the right to consider proposals or modifications received at any time before award is made, if such action is in the best interest of the County. The award will be for five (5) years. Contract must begin on November 1, 2025, without delay in commissary services.

1-5 Rejection of Proposals

The County reserves the right to reject any and all proposals received as a result of the RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the County. The County does not intend to award a contract solely on the basis of any response made to the request or otherwise pay for the information solicited or obtained.

1-6 Incurring Costs

Polk County is not liable for any cost incurred by the firm prior to the issuance of a contract.

1-7 Inquiries

Questions concerning this RFP may be directed in writing to Nacole Reeks, Purchasing and Procurement Coordinator, by email at purchasing@co.polk.tx.us. Questions must be submitted by no later than **Tuesday, October 14, 2025, by 12:00 noon**. Responses to the questions will be made via email no later than **Wednesday October 15, 2025, at 3:00 p.m.**

1-8 Addendum to the RFP

In the event it becomes necessary to revise any part of this RFP, an addendum will be provided to all firms that received the basic RFP.

1-9 Response Date:

To be considered, proposals must be submitted to:

Commissary Proposal
Polk County Purchasing/Procurement Office
602 E. Church St. Suite 120
Livingston, TX 77351
Attn: Nacole Reeks

Proposals must be received on or before **October 22, 2025 at 1:30 PM**. Firms mailing proposals should allow normal delivery time to ensure timely receipt of their proposals. **Proposals will be opened at 2:00 PM, October 22, 2025, at the Polk County Purchasing & Procurement Office.** Proposals received after the due date will be unopened and returned to the vendor and will **not** be considered for this project.

1-10 Proposals

To be considered, firms must submit a complete response to this RFP, using the proposal format outlined. Proposals must be signed by an official authorized to bind the firm to its provisions. For this RFP, the proposal must remain valid for at least 90 days.

1-11 Acceptance of Proposal Content

The contents of the proposal of the successful bidder, as mutually modified, amended or supplemented, shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

1-12 Interview/Oral Presentation

The County may request an interview and/or oral presentation of any firms who submit a proposal. These meetings provide opportunity for the County to ask questions and for the vendor to clarify their proposal or demonstrate their product. The Jail Administrator will schedule these presentations, if requested.

1-13 Prime Contractor Responsibilities

The selected firm will be required to assume responsibility for all services offered in their proposal, whether or not they possess them within their organization. Further, the County will consider the selected firm to be the sole point of contact with regard to contractual matters, including equipment, software, product, and payment of any and all charges/revenues resulting from the contract.

1-14 Termination of Contract

Termination for Cause: Polk County may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

1-15 Other Terms

Other terms may be added to the contract, but they will not conflict with anything in the proposal, nor will they alter what is included in the proposal.

PART II PROPOSAL

All proposals should be presented in the following format.

1. Cover Letter — introducing the firm and providing a brief synopsis of their experience in providing the services being requested in the RFP.
2. Executive Summary — briefly outlining the firm's response to the RFP, their qualifications and other pertinent information which might assist the evaluation team in evaluating the firm's proposal.
3. Letter of Transmittal — containing the following information:
 - Company which will be providing the services required in the RFP and identifying any subcontractors which will be used.
 - Point of contact for RFP clarification or additional information.
 - Person authorized to legally obligate the vendor.
 - Contact information to include name, address, phone, fax and/or email.
4. Vendor's Experience — Given the project objectives, the firm should demonstrate an established competence with respect to providing Resident Banking Software and Commissary Services at Correctional Facilities. The firm should list at least **three (3) references**.

Proposals should include in this section a listing of qualifying experience, including the **name of the facility** and the **number of years** of providing service to the facility. Additionally, include the **name, address, and phone number of the responsible official** of the client organization who may be contacted.

5. Support of Services — the firm shall include how the services (commissary and software) will be maintained and serviced. The proposal shall indicate who (name) will be involved in the implementation and continued maintenance and service of the system, including software. **Software technical support must be explained and identified.**
6. Software Capabilities — the firm shall indicate the specific capabilities of their proposed software for the Resident Banking Software.
 - The software should provide for an accurate accounting of all inmate monies, expenses, purchases, and pay-for-stay.
 - Shall have offsite ability to access banking software (ex. From Finance Department) in order to view reports for bank reconciliation.
 - Shall be able to provide an audit trail for all transactions, including voided ones or altered transactions.
 - Must have the ability to invoice receivables, specifically housing fees.
 - Must have the ability to separate Inmate Phone Time into increments of \$5, \$10, \$20 and list it as a Commissary purchase through the Commissary Menu. (denominations negotiable)

The firm shall indicate the **number of years** they have used their software and the number of **current clients** using the proposed software.

7. Automated Services — the firm should indicate what (if any) automated services and options are available and detail any costs that are associated with this service. The firm

shall identify any such services in detail. The firm shall also indicate at least three (3) references where these options are currently installed in a correctional setting. The references shall indicate the name, address, and phone number of the responsible official of the client organization who may be contacted.

8. Financial Qualifications — the firm shall provide information concerning their corporate credit and financial references to include at least two bank references. The firm shall provide a "Certificate of Insurance".
9. Hardware Requirements — the firm shall indicate what hardware will be provided to implement the project.
10. Commissary Operating Plan — the firm must provide information with regard to their commissary services. The plan must adhere to the following requirements:
 - Next day service (if required).
 - One time per week ordering and delivery.
 - Provide for a "back-up" plan. (describe in detail)
 - Order packaging procedures/order filling procedures. Orders must be prepared off-site, not at the jail.
 - Include service levels, delivery of products, and inventory levels.
 - Market pricing for products for Polk County area.
 - Order delivery procedures.
 - Complaint rectification process.
 - Any additional revenue capabilities for Polk County.
11. Products:
 - Products should be suitable for correctional facility.
 - It is preferred that products have clear packaging, if possible, are re-sealable and packaged in pouches if possible.
 - No metal, glass or alcohol should be used in any products.
 - Should be a large selection of brand name products and/or private products, if applicable.
12. Commissary Financial information — firm shall provide detailed information concerning financial transactions including at least the following:
 - Details of billing and payment arrangements.
 - Commission rate applicability net sales and profit calculations.
 - Projected revenue for Polk County.
13. Debit cards/checks at time of Release
 - The system shall be capable of releasing funds to an inmate upon release by debit card.
 - Vendor shall fully describe the debit card process and operational details (ex., ordering, loading, verifying card amount, lost cards, voiding cards, etc).

14. Proposed Contract

- The Vendor shall submit a copy of its proposed contract with the proposal. The Vendor must also acknowledge its willingness to negotiate contract terms and execute the final agreement upon award.

Polk County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Part III

Proposals shall be evaluated upon the following criteria and weighted according to the chart below:

20%	<u>Experience</u> • Experience providing next day commissary services in a correctional environment. • Consider references / comments and evaluation of services. (Commissary & banking).
25%	<u>Software Capabilities</u> • Evaluation of the firm's financial software and its provision of solutions to the financial tracking of inmate monies in the Washington County Jail. • Consider ability to interface with our JMS • Evaluation of software's ability to identify problems, search for data, and provide meaningful reporting. • Consider technical support.
20%	<u>Operation</u> • Consider software ease of operation & user friendliness. • Consider how line staff will interact with the software on a daily basis.
15%	<u>Operating Plan</u> • Consider implementation plan and schedule. • Consider how the commissary will be ordered, filled, and delivered. • Consider the quality of the product sold to inmates, variety of products, and cost. • Consider process to reconcile errors in orders or inmate complaints.
15%	<u>Commission</u> • Consider commission to Polk County.
5%	<u>Response to the RFP</u> • Consider responsiveness to the RFP. • Consider presentation of materials. (organized, professional, easy to follow)



POLK COUNTY, TEXAS

NOTICE OF BID #2026-13

The Polk County Commissioners Court is requesting sealed Bids **“PURCHASE OF ONE MOTOR GRADER FOR ROAD & BRIDGE PRECINCT 4”**. Eligible bids must be sealed, identified on the exterior of the envelope as “BID #2025-23” and submitted to Nacole Reeks, Purchasing / Procurement Coordinator – 602 E. Church St. Suite 120, Livingston, Texas 77351 prior to 1:30 p.m. on Tuesday, November 4, 2025. No facsimile transmittal of Bids will be accepted. Bids will be opened and publicly read in the Polk County Purchasing Office at 2:00 p.m. on the deadline date. A copy of the Bid Packet may be obtained by contacting the Polk County Purchasing Office at (936)327-6849, option 2, or from the “Bid Notices & Proposals” tab of the County’s website – www.polktx.gov. Proposals will be reviewed by the Polk County Commissioners Court and considered in a regular session to be held on Tuesday, November 11, 2025, at 10:00 a.m., at 410 East Church Street, Livingston, TX 77351. The Polk County Commissioners Court reserves the right to reject in whole or in part any or all proposals, or to accept the proposal deemed to serve the best interest of the County and reserves the right to negotiate any final contract which may result from a successful proposal.



POLK COUNTY, TEXAS

Request for Bids

MUST BE SIGNED AND SUBMITTED AS A BID COVER SHEET

BID# **2026-13:** **Purchase of One Motor Grader for Precinct 4 Road & Bridge.**

POLK COUNTY IS REQUESTING COMPETITIVE BIDS PER THE ATTACHED SPECIFICATIONS.

NAME OF BIDDER: _____

Address: _____

Phone: _____ Fax: _____

HEREBY SUBMITS THE FOLLOWING BID:

Vehicle No. 1: \$ _____

Freight: \$ _____

Trade in value: \$ _____

TOTAL Vehicle 1

(After trade) : \$ _____

Comments: _____

"IN SUBMITTING THIS PROPOSAL TO POLK COUNTY, THE UNDERSIGNED BIDDER HEREBY AGREES TO CONFORM TO ALL BID REQUIREMENTS AND SPECIFICATIONS SET OUT BY POLK COUNTY."

Authorized Signature of Bidder: _____

(Printed Name) _____

(Title) _____

(Date) _____



Request for Bids

Purchase of One Motor Grader for Road and Bridge Precinct 4

DATE: October 14, 2025
DEADLINE: November 4, 2025 @1:30 P.M.
CONTACT NAME: Nacole Reeks
CONTACT INFO: purchasing@co.polk.tx.us 936-327-6849 x2
SUBJECT: Purchase of One Motor Grader for Road and Bridge Precinct 4

INTENT:

Polk County is seeking bids from a qualified dealer to purchase one (1) motor grader for Road and Bridge Precinct 4 with the trade in of 1- 12 HP VHP Motor Grader

SCOPE:

Provide competitive pricing for sourcing, providing and delivering vehicle that fits the specifications listed.

MINIMUM SPECIFICATIONS:

- 2018 or newer
- 5000 hours of use or less
- 36,000 lbs. Operating Weight
- 185-200 Variable SAE Net HP
- Equipped with Cab A/C and Heater
- Air Suspension Seat
- AM/FM Stereo
- 12-Volt Power Port
- 2-way radio ready with 24V/12V Converter
- Cab Lights
- Amber warning lights, flashers, and signals
- Front Push Block
- Rear-mounted rippers
- 14-foot Moldboard

REQUIREMENTS:

Warranty information must be included in bid packets submitted.

Respondents must submit a full and complete proposal by DEADLINE noted above. Proposals may be submitted prior to the stated deadline but will not be considered after 1:30 PM of the stated deadline date. Questions regarding this request may be directed to the contact noted above. Any proposals submitted in response to this request must be valid for 45 days from the deadline noted above.

Upon award contractor agrees to submit IRS form W-9.

**STANDARD TERMS AND CONDITIONS
FOR Bid Invitations/RFP'S
Polk County, Texas**

Please read carefully

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

SELECTION CRITERIA

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best, evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as specified below: (Note that scoring matrix below is only effective for bids in which the Commissioners Court of Polk County has chosen a scoring committee):

A. Cost (25 pts):

- 1) Initial project cost
- 2) Expansion cost to reach total capacity
- 3) Recurring costs

B. Responsiveness (25 pts):

- 1) Completeness of bid response to requests for information, pricing, references, etc...
- 2) Suitability of response to advertised specifications
- 3) Demonstrated understanding of requirements

C. Vendor Qualifications (25 pts):

- 1) Experience with similar projects similar in scope
- 2) Prior experience with the County
- 3) Years in business providing the requested service type.
- 4) Favorable references from clients on projects similar in size and scope.

D. Delivery (25 pts):

- 1) Historical evidence on time delivery
- 2) Evidence of sufficient personnel to complete work in a timely manner

TIE PROPOSALS: Award will be made by drawing of lots. Consistent and continued tie proposals could cause rejection of Proposals by Polk County and/or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Polk County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Polk County to enforce any provision at any time in accordance with its terms.

PAYMENT: Vendor shall send an original copy of invoices. Payment shall be made by Polk County in thirty (30) days from the day the invoice was received in the County Auditor's Office. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Polk County. Acceptance by Vendor of final payment shall be deemed a release of Polk County for all claims and liabilities of Polk County to Vendor. No payment, however, final or otherwise, shall operate to release Vendor from any obligation arising under the Order.

SALES TAX: Polk County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Polk County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Polk County Auditor.

ORAL STATEMENTS: Polk County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Polk County Purchasing Department.

INDEMNITY: Vendor shall indemnify and hold Polk County, its officers and employees harmless from all claims involving infringement of patents or copyrights.

REMEDIES: If Vendor breaches any term of a contract, Polk County shall have all the rights available in law and equity, including the right to rescind or cancel this contract. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Polk County, Vendor's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Polk County may treat such act as a breach hereof. Polk County may assign or delegate all or any part of its right and duties hereunder.

APPLICABLE LAWS: Vendor must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Vendor breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Polk County. The goods may be returned or held for the account of Vendor, all at Vendor's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Polk County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

AUTHORIZED PERSONNEL: County employees, other than those designated by the Commissioners Court are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Polk County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this Request for Proposal will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the Proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications. Polk County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Polk County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Polk County reserves the right to accept or reject all or any part of any Proposal and make award that best serves the interests of Polk County.



2024 Disasters

SUMMARY ONE-PAGER

(Published May 16, 2025)

The U.S. Department of Housing and Urban Development (HUD) announced the State of Texas will be receiving \$555,687,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to support eligible events in declared areas from the Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding (DR-4781), which have an incident period from April 26 to June 5, 2024 and Hurricane Beryl (DR-4798), which has an incident period from July 5 to July 9, 2024.

HUD granted allocations to Harris County (\$67,326,000) and the City of Houston (\$314,645,000) for the 2024 Disasters and each entity will be responsible for developing an action plan and administering the funding directly.

PROPOSED PROGRAMS:

Homeowner Assistance Program (HAP) – \$244,100,000

Rehabilitation and reconstruction of owner-occupied single family homes in HUD MID counties damaged by the 2024 Disasters.

Homeowner Reimbursement Program (HRP) – \$43,100,000

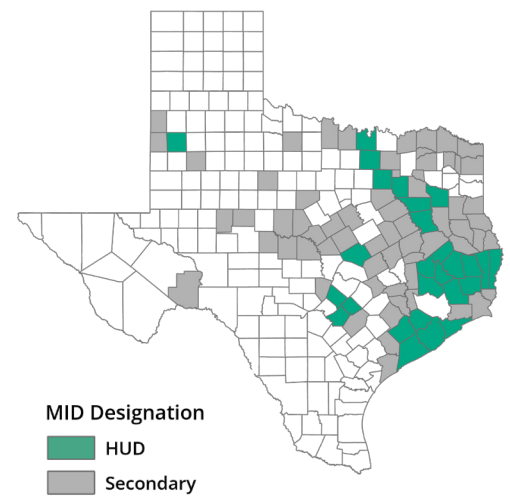
Reimbursement up to \$75,000 per household of eligible expenses incurred by homeowners for repairs made prior to application to a primary residence in a HUD MID county.

Affordable Rental Program (ARP) – \$88,100,000

Rehabilitation, reconstruction, and new construction of affordable multifamily housing projects in HUD MID counties. Maximum award is \$7.5 million per development.

Local Communities Program (LCP) – \$97,033,950

Funding for disaster relief, long-term recovery, and restoration of infrastructure or economic revitalization for local communities in all eligible counties impacted by the 2024 Disasters. Units of local government and Indian tribes may submit up to two projects between \$500,000 and \$5,000,000 each.



HUD MID COUNTIES (27):						
Anderson	Bell	Brazoria	Caldwell	Cooke	Dallas	Denton
Fort Bend	Galveston	Guadalupe	Hardin	Hays	Henderson	Hockley
Jasper	Kaufman	Liberty	Matagorda	Montgomery	Newton	Polk
San Jacinto	Smith	Trinity	Tyler	Walker	Wharton	

SECONDARY MID COUNTIES (65):						
Angelina	Chambers	Delta	Houston	Madison	Rains	Terrell
Austin	Cherokee	Eastland	Jackson	McCulloch	Red River	Titus
Bailey	Clay	Ellis	Jefferson	Milam	Robertson	Van Zandt
Baylor	Cochran	Falls	Jones	Mills	Rusk	Waller
Blanco	Coke	Fannin	Lamar	Montague	Rockwall	Washington
Bosque	Coleman	Freestone	Lampasas	Morris	Sabine	
Bowie	Collin	Gonzales	Lee	Nacogdoches	San Augustine	
Brown	Colorado	Grimes	Leon	Navarro	San Saba	
Calhoun	Concho	Hamilton	Limestone	Orange	Shelby	
Cass	Coryell	Hopkins	Lynn	Panola	Sterling	

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services - Cover Letter

October 15, 2025

Re: Texas General Land Office ("GLO") 2024 CDBG-DR Local Communities Program (LCP)

Dear Engineering Service Providers:

Attached is a copy of the Polk County, Texas, Request for Qualifications for engineering services. These services are being solicited to assist the County in its application(s) and project implementation of one or more contracts, if awarded, from the GLO's 2024 CDBG-DR Local Communities Program (LCP). The County is considering applying for such funding for construction and engineering support as indicated in the attached scope of work.

Engineering Service Providers may submit proposals for any and all activities listed in the attached scope of work. Multiple contracts may be awarded as a result of this solicitation. The County will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Please submit a thumb drive and four (4) copies of statement of qualifications to:

Nacole Reeks, Purchasing and Procurement Coordinator
Polk County, Texas
602 E. Church St. Ste. 120,, Livingston, Texas 77351

Attn: Requests for Qualifications
Engineering Services
TxCDBG Local Communities Program

The deadline for submission of proposals is Tuesday, November 4, 2025 at 11 AM. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The County reserves the right to negotiate with any and all persons or firms submitting proposals.

The County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

Sydney Murphy
Polk County Judge

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services

Polk County, Texas, is seeking to enter into an [engineering/architectural/surveying] services contract with a state registered [engineer/architect/surveyor]. The following outlines this request for qualifications.

- I. Scope of Work - A sample detailed Scope of Work provided by GLO is enclosed. The [engineering/architectural/surveying] contract will encompass all application and project related [engineering/architectural/surveying] services to the County under its 2024 CDBG-DR Local Communities Program (LCP) project(s), including but not limited to the following:

Pre-Funding Services*

Assist with the development of grant applications, as necessary.

Post-Funding Services

Initial Engineering and Design Support
Engineering and Final Design Support
Bid and Award Support
Contract Management and Construction Oversight
Specialized Services

Specify actual tasks to be performed under each of these categories in your response.

**Pre-funding services are not eligible for CDBG-DR LCP*

- II. Statement of Qualifications - The County is seeking to contract with a competent engineering/architectural/surveying firm, registered to practice in the State of Texas.
- Public works construction including but not limited to mitigation projects;
 - Federally funded construction projects; and
 - Projects located in this general region of the state
 - **Transmittal letter including:**
 - Brief statement of the firm's understanding of the scope of the work to be performed;
 - Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas
 - Confirmation that the firm has not had a record of substandard work within the last five years;
 - Confirmation that the firm has not engaged in any unethical practices within the last five years;
 - Any other information that the firm feels appropriate to support their understanding;
 - **Company Profile**
 - **Experience and Qualifications.** Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
 - Experience with public works construction including but not limited to mitigation projects;
 - Experience with federally funded construction projects;
 - A list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering/architectural/surveying services contract award.
 - **SAM.gov Registration.** Firms must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your Statement of Qualifications.
 - **References.** Each firm must furnish a minimum of five (5) references.

III. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	50
Work Performance	25
Capacity County to Perform	25
Total	100

IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- **Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.**

V. Submission Requirements

- A copy of your current **certificate of insurance** for professional liability.
- **A statement of conflicts** (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
- **System for Award Management.** Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying**, enclosed in this packet. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the County Council/Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

VI. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. – Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>

Email: wbcdfw@liftfund.com

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>

Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:

<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

- VII. **Deadline for Submission** – Proposals must be received no later than **Tuesday, November 4, 2025 at 11 AM**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Complete the instructions for the Public Notice - Please **submit 1 thumb drive and 4 hard copies** of your proposal of services and a statement of qualifications for the proposed services to the following address: **602 E. Church St. Suite 120 Livingston, Texas 77351**. 8* Proposals must be received by the County no later than **11 AM on November 4, 2025** to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to purchasing@co.polk.tx.us at least 3 business days prior to the deadline. County will post all questions and responses on <https://www.polktx.gov/page/polk.Bid.Notices>.

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal DR statutory responsibilities related to recovery in connection with any federally declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of 2024 CDBG-DR Local Communities Programs (LCP). Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of grant applications, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- b) Provide all project information necessary to ensure timely execution of the environmental review.
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits

- x. Quantities
- xi. Estimate of construction costs to within +/- 25%
- xii. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.
- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the County to facilitate the project, preparing right-of-way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design.

Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final “as built” report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which

may or may not fall during normal business hours.

- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.
- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h) Provide Phase I and Phase II environmental site assessments as requested.

Engineering/Professional Services Rating Sheet

Grant Recipient _____

CDBG-LCP

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Experience -- Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	15	_____
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	_____
4. References from current/past clients	15	_____
Subtotal, Experience	50	_____

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Manages projects within budgetary constraints	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
Subtotal, Performance	25	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the CDBG-DR LCP Project	10	_____
Subtotal, Capacity to Perform	25	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	50	_____
☐ Work Performance	25	_____
☐ Capacity to Perform	25	_____
Total Score	100	_____

Insert Certificate of Insurance

**Insert System for Award Management (SAM) record
search for company name and company principal**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, County, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, County, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, County, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th rowspan="2" style="width: 35%; padding: 5px; text-align: center;">Name of Interested Party</th><th rowspan="2" style="width: 25%; padding: 5px; text-align: center;">City, State, Country (place of business)</th><th colspan="2" style="width: 40%; padding: 5px; text-align: center;">Nature of Interest (check applicable)</th></tr><tr><th style="width: 50%; padding: 5px; text-align: center;">Controlling</th><th style="width: 50%; padding: 5px; text-align: center;">Intermediary</th></tr></thead><tbody><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr><tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr></tbody></table>				Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
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5 Check only if there is NO Interested Party. ☐																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.	Texas Government Code 2270.002
None	Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.	Texas Government Code 2252.152
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-MIT funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	
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	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
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THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

Request for Proposal (RFP) for Administration Professional Services - Cover Letter

Date: *October 15, 2025*

Re: Proposed Contract Funding for 2024 CDBG-DR Local Communities Program (LCP) - Texas General Land Office (GLO)

Dear Service Providers:

Attached is a copy of Polk County's Request for Proposals ("RFP") for professional administration services.

These services are being solicited to assist the County in its application(s) for and implementation of one or more contracts, if awarded, from the Texas General Land Office's (GLO's) 2024 CDBG-DR Local Communities Program (LCP). Polk, County, Texas, is considering applying for such funding to support eligible activities related to disaster relief, long-term recovery, and restoration of infrastructure or economic revitalization resulting from the 2024 Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding (DR-4781) and Hurricane Beryl (DR-4798).

The 2024 CDBG-DR Local Communities Program (LCP) provides funding for disaster relief, long-term recovery, and restoration of infrastructure or economic revitalization for local communities in all eligible counties impacted by the 2024 Disasters. Units of local government and Indian tribes may submit up to two projects between \$500,000 and \$5,000,000 each.

Service providers may submit proposals for any or all activities listed in the attached Scope of Work. Multiple contracts may be awarded as a result of this solicitation. The County/County will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to:

*Nacole Reeks, Purchasing and Procurement Coordinator
Polk County, Texas
602 E. Church St. Ste. 120,, Livingston, Texas 77351*

***Attn: Requests for Proposals
Administrative Services
TxCDBG Local Communities Program***

The deadline for submission of proposals is Monday, November 3, 2025 at 11 AM. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The County/County of reserves the right to negotiate with any and all service providers submitting timely proposals.

The County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Request for Proposal (RFP) for Administration Professional Services

Polk County, Texas, is seeking well-qualified administration/project delivery service provider(s) to assist the County in preparing application(s) for and in the overall administration or implementation of proposed for 2024 CDBG-DR Local Communities Program (LCP) project(s), if funded, by the Texas General Land Office (GLO). The following outlines the RFP:

1. Scope of Work

Administration Services

A sample detailed Scope of Work ("SOW") for CDBG-DR administration services provided by the GLO is enclosed in this packet (see pages 6-9). The administration service provider to be hired will provide contract-related management services, including but not limited to the following areas:

Pre-Funding Services

Provider will assist in developing project scope(s) and complete for 2024 CDBG-DR Local Communities Program (LCP) application(s). The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete for 2024 CDBG-DR Local Communities Program (LCP) applications and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Provider will administer and provide project delivery of infrastructure, utilities, housing and eligible projects approved for 2024 CDBG-DR Local Communities Program (LCP) funding. The selected service provider must follow all requirements as established by the GLO.

General Administration Services

- Administrative Duties
- Construction Management
- Acquisition Duties (as necessary)
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

**Pre-funding services are not eligible for CDBG-DR reimbursement and must be paid with local or other non-CDBG-DR funds.*

2. Statement of Qualifications

The County is seeking qualified professional administration service providers experienced in grant application preparation, and administration/project delivery. Please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;

- A description of work performance and experience with CDBG, CDBG Disaster Recovery, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Describe which specific parts of the Scope of Work the service provider proposes to perform;
- Describe the CapaCounty to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

3. Proposed Cost of Services

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost Proposal page(s) included in this packet. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The local government will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. The local government reserves the right to negotiated pricing.

Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

4. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	25
CapaCounty to Perform	30
Affirmative Action	5
Proposed Cost	10
Total	100

5. Submission Requirements

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov).

Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's Proposal.

- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response. **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) Please choose the MBDA Center that is in closest proximity to your community. Email your RFP to the appropriate center.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>
Email: wbcdfw@liftfund.com

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. **Deadline for Submission** – Proposals must be received no later than **Monday, November 3, 2025 at 11 AM**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Complete the instructions for the Public Notice - Please **submit 1 thumb drive and 4 hard copies** of your proposal of services the following address: **602 E. Church St. Suite 120 Livingston, Texas 77351**. . Proposals must be received by the County no later than **11 AM on November 3, 2025** to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to purchasing@co.polk.tx.us at least 3 business days prior to the deadline. County will post all questions and responses on <https://www.polktx.gov/page/polk.Bid.Notices>.

SCOPE OF WORK

Administration Services

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the Texas General Land Office (GLO) fulfill State and Federal for 2024 CDBG-DR Local Communities Program (LCP) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of 2024 CDBG-DR Local Communities Program (LCP) projects. Respondents may be qualified to provide Grant Administration services for one or more programs or services (environmental, acquisition, general administration, etc.). Grant administrative services must be in compliance with the U.S. Department of Housing and Urban Development (HUD) and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish post-funding grant administrative services to complete the 2024 CDBG-DR Local Communities Program (LCP) projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete 2024 CDBG-DR Local Communities Program (LCP) application(s). The provider will work with the subrecipient and engineer, if applicable, to provide the concise information needed for submission of complete 2024 CDBG-DR Local Communities Program (LCP) funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will provide Grant Administration Services required to complete infrastructure, acquisition, housing and other eligible projects approved for 2024 CDBG-DR Local Communities Program (LCP) funding. The selected service provider must follow all requirements of the program as established by the GLO.

Grant Administration Services

- a) General Administrative Duties:
 - i. Ensure program compliance including all 2024 CDBG-DR Local Communities Program (LCP) requirements and all parts therein, current Federal Register, etc.
 - ii. Assist subrecipient in establishing and maintaining financial processes.
 - iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
 - iv. Establish and maintain record keeping systems.
 - v. Assist subrecipient with resolving monitoring and audit findings.
 - vi. Serve as monitoring liaison.
 - vii. Assist subrecipient with resolving third party claims.
 - viii. Report suspected fraud to the GLO.
 - ix. Submit timely responses to the GLO requests for additional information.
 - x. Complete draw request forms and supporting documents.
 - xi. Facilitate outreach efforts, application intake, and eligibility review.
 - xii. Utilize and assist with the GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.

- xiii. Submit change requests and all required documentation related to any change requests.
- xiv. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e., Engineer, Environmental, etc.), contractor, subcontractor and the GLO to effectuate the services requested.
- xv. May assist in public hearings.
- xvi. Will work with the GLO's system of record.
- xvii. Provide monthly project status updates.
- xviii. Funding release will be based on deliverables identified in the contract.
- xix. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.
- xx. Financial duties:
 - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for program funds.
 - d. Implementation and coordination of Affirmatively Furthering Fair Housing (AFFH) requirements as directed by HUD and the GLO.
 - e. Implementation and coordination of Section 504 requirements.
 - f. Program compliance.
 - g. Ensure that fraud prevention and abuse practices are in place and being implemented.
 - h. Prepare and submit all closeout documents.
 - i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
 - j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.
- xxi. Perform any other administrative duty required to deliver the project.

b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
- vii. Reassignment scope alignment (if necessary).

- c) Acquisition Duties:
 - i. Submit acquisition reports and related documents.
 - ii. Establish acquisition files (if necessary).
 - iii. Complete acquisition activities (if necessary).
- d) Environmental Services
 - i. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - ii. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
 - i. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - ii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - iii. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - iv. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - v. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - vi. Complete and submit the environmental review into GLO's system of record;
 - vii. At least one site visit to project location and completion of a field observation report;
 - viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
 - ix. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
 - x. Process environmental review and clearance in accordance with NEPA;
 - xi. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
 - xii. Prepare and submit Monthly Status Report; and
 - xiii. Participate in regularly scheduled progress meetings.

For 2024 CDBG-DR Local Communities Program (LCP)
Grant Administration Services – Cost Proposal

	Total Award Amount			
	\$500,000 - \$749,999	\$750,000 - \$999,999.99	\$1 million – \$2.5 million	\$2.6 million – 5 million
Proposed Cost to Provide All Grant Administration Services General Admin, Environmental, Construction Mgt, related Acquisition Duties				

**Administration Professional Services Rating Sheet
GLO CDBG-DR LCP**

Rate the Firm's Proposal in the following areas:

A. Experience and Qualifications	Points Possible	Points Awarded
1. Experience with application grant writing and project delivery services for State and Federally funded projects.	15	
2. Experience working with the Cities and Counties	15	
<i>SUBTOTAL</i>	<i>30</i>	

B. Work Performance (references and prior experience with firm)	Points Possible	Points Awarded
1. Work product is consistently of high quality	5	
2. Facilitates completion of project activities on schedule	5	
3. Understands the approach for project implementation	5	
4. References from current/past clients	10	
<i>SUBTOTAL</i>	<i>25</i>	

C. Capa County to Perform	Points Possible	Points Awarded
1. Staffing level/experience, special skills	15	
2. Understanding of CDBG-DR-MIT-MOD	15	
<i>SUBTOTAL</i>	<i>30</i>	
D. Affirmation Action	Points Possible	Points Awarded
1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal)	5	
<i>SUBTOTAL</i>	<i>5</i>	

E. Proposed Fee	Points Possible	Points Awarded
1. Price is reasonable considering the firm's experience and qualifications	10	
<i>SUBTOTAL</i>	<i>10</i>	

Scoring Summary:	Points Possible	Points Awarded
A. Experience of firm	30	
B. Work performance/program implementation	25	
C. Capa County to perform	30	
D. Affirmation Action	5	
E. Proposed Fee	10	
<i>TOTAL SCORE</i>	<i>100</i>	

Insert Certificate of Insurance

Insert HUB Certificate

**Insert System for Award Management (SAM) record search for
company name and company principal**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, County, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, County, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, County, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award		Report Type: _____ a. initial filing b. material change	
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:			If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
Congressional District, if known:			Congressional District, if known:		
Federal Department/Agency: 			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. ☐			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address _____ (street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
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	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give	2 CFR 200 APPENDIX II (D)

	up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

	Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Government Code 2271

	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201



DECLARATION OF DISASTER AND ORDER PROHIBITING OUTDOOR BURNING IN POLK COUNTY, TEXAS

WHEREAS, Polk County has not had significant rainfall for an extended period and weather forecasters offer little promise of a change in the dry conditions in the near future; and

WHEREAS, these dry conditions pose the threat of large, dangerous and fast-moving wildfires; and,

WHEREAS, such fires have the potential of endangering lives and damaging property to a large scale; and

WHEREAS, the Texas Disaster Act of 1975 authorized declaration of a state of disaster "if the threat of disaster is imminent" and

WHEREAS, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitute an imminent threat of disaster; and

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of fires; and

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fire;

NOW, THEREFORE, IN ACCORDANCE WITH THE AUTHORITY VESTED IN THE POLK COUNTY JUDGE BY SECTION 418.108 OF THE TEXAS GOVERNMENT CODE, I SYDNEY MURPHY, COUNTY JUDGE OF POLK COUNTY, TEXAS DO HEREBY DELCARE A STATE OF DISASTER BASED ON THE THREAT OF LARGE WILDFIRES IN POLK COUNTY, TEXAS; AND DIRECT THAT ALL NECESSARY MEASURES BOTH PUBLIC AND PRIVATE AS AUTHORIZED BY THE LAWS OF THE STATE OF TEXAS BE IMPLEMENTED TO MEET THAT DISASTER;

BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above statute and order, but in no instance will this declaration continue for more than seven days without authorization by the Polk County Commissioners Court;

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during the current dry weather conditions;

BE IT ALSO ORDERED THAT the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of such fires:

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for all unincorporated areas of Polk County, Texas for the duration of the above-mentioned declaration;

1. Actions Prohibited:

A person violates this order if he or she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.

2. Enforcement:

- A. Upon notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- B. As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- C. If in the opinion of the officer at the scene and/or the fire chief, the goal of the order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, an entry of the notification shall be made into the dispatcher's log containing the time, date, and place of the warning, and the name of the person receiving the warning.

3. At the discretion of the peace officer or the fire chief, second or flagrant violations of this order may be prosecuted in accordance with the statutes and procedures governing misdemeanors.

BE IT ALSO ORDERED that this order may be enforced by any duly-commissioned peace officer and that the venue for prosecution of this order will be the Justice of the Peace.

IN WITNESS WHEREOF, I affix my signature this 7th day of October, 2025.

Sydney Murphy, County Judge
Polk County, Texas.

Filed with the County Clerk of Polk County, Texas
On October 7, 2025

ATTEST:

Schelana Hock, Polk County Clerk

STATE OF TEXAS §

COUNTY OF POLK §

CONTINUATION OF DECLARATION OF DISASTER

WHEREAS, the Polk County Commissioners Court met in a duly posted Regular Session on October 14, 2025 at 10 a.m.; and

WHEREAS, Polk County has not had significant rainfall for an extended period and weather forecasters offer little promise of a change in the dry conditions in the near future; and

WHEREAS, these dry conditions pose the threat of large, dangerous and fast-moving wildfires; and

WHEREAS, such fires have the potential of endangering lives and damaging property to a large scale; and

WHEREAS, the County Judge of Polk County issued a Local Declaration of Disaster and Order Prohibiting Outdoor Burning on October 7, 2025 due to the threat of wildfire; and

WHEREAS, the Commissioners Court of Polk County, Texas has determined that extraordinary measures are necessary and must be taken to protect and/or rehabilitate property and are hereby ordered.

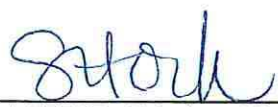
NOW, THEREFORE, BE IT PROCLAIMED BY THE COMMISSIONERS COURT OF POLK COUNTY:

- I. That a local state of disaster was declared by the County Judge of Polk County, Texas on October 7, 2025, pursuant to Section 418.108 of the Texas Government Code, and will expire on October 14, 2025 (7 days) unless continued or renewed by the Commissioners Court.
- II. Pursuant to Section 418.108 of the Texas Government Code, the Commissioners Court of Polk County, Texas has determined that the Declaration and state of disaster shall continue for a period of thirty (30) days from this date unless further continued or renewed by the Commissioners Court of Polk County, Texas.
- III. Pursuant to Section 418.108(c) of the Texas Government Code, this declaration of a local disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
- IV. Pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the county/city Emergency Management Plan.

ORDERED By the Commissioners Court of Polk County, Texas on this the 14th day of October 2025.


Sydney Murphy, County Judge
Polk County, Texas




ATTEST: Schelana Hock
County Clerk
(Seal)



**ORDER OF THE COMMISSIONERS COURT
PROHIBITING OUTDOOR BURNING
AND PRESCRIBING AUTHORIZED BURN CRITERIA**

WHEREAS, Section 352.081 of the Local Government Code provides that the Commissioners Court of a county, by order, may prohibit outdoor burning in the unincorporated area of the county if the Commissioners Court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and

WHEREAS, the Polk County Commissioners Court does hereby find that circumstances present in the unincorporated area of Polk County, Texas create a public safety hazard that would be exacerbated by certain outdoor burning; and

WHEREAS, Section 352.081 of the Local Government Code provides for exemptions from county burn bans for certified and insured prescribed burn managers meeting the requirements of Natural Resources Code, Chapter 153 and the Polk County Commissioners Court believes that additional exceptions are warranted to reduce the likelihood of dangerous and uncontrolled wildfire.

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for the unincorporated areas of Polk County, Texas not subject to public ownership or stewardship for the above mentioned declaration:

(1) Actions Prohibited:

Except as described hereinafter, a person violates this order if he/she ignites, causes to ignite or allows ignition of any combustible or vegetative material. Outdoor burning in an enclosure is also prohibited, unless properly supervised and sufficiently covered to prevent sparks or wind-blown debris.

(2) Enforcement:

- (a) Under notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and to extinguish the fire.
- (b) If requested by a fire official, a duly-commissioned peace officer, when available, shall be sent to the scene to investigate the nature of the fire.
- (c) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (d) If the responding peace officer finds that the person responsible for the fire is in violation of (1) above, a citation shall be issued for: Violation of Burn Ban Order.

(3) Exceptions:

- (a) **Welding.** This order shall not apply to the outdoor burning of vegetative material caused by welding or by other causes relating to the act of welding, if such burning is not malicious or intentional.
- (b) **Authorized by Texas Commission on Environmental Quality (TCEQ).** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline, or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a certified and insured prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) **Food Preparation.** Food cooking using enclosed, above-ground grills in a safe area clear of debris.
- (d) **Air Curtain Incinerator.** Operator must obtain Air Curtain Incinerator General Operating Permit from Texas Commission on Environmental Quality (TCEQ). A copy of the Permit must be submitted to the Polk County Fire Marshal by email at firemarshal@co.polk.tx.us prior to burning.

Be it also **ORDERED** that the purpose of this order is the mitigation of the public safety hazard posed by wildfires during the current dry weather period, by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This extension of the order prohibiting outdoor burning is effective as of **11 a.m. ON October 14, 2025** and shall remain in effect for a period of **thirty (30) days** and shall expire at the end of said period or upon the date the Polk County Commissioners Court, by order, determines that the circumstances present in the unincorporated area of Polk County no longer creates a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED BY THE POLK COUNTY COMMISSIONERS COURT

IN AN EMERGENCY MEETING

HELD THIS 14TH DAY OF OCTOBER, 2025.

Signed and entered on OCTOBER 14, 2025


Sydney Murphy
County Judge

Attest:


Schelana Hock, County Clerk

By: _____
Deputy Clerk



FILED FOR RECORD
2025 OCT 14 AM 11:44

SHELANA HOCK
POLK COUNTY CLERK



POLK COUNTY, TEXAS HOLIDAY SCHEDULE 2026

New Year's Day Thursday, January 1, 2026
(approved in 2025 Schedule)

Martin Luther King, Jr. Day..... Monday, January 19, 2026

President's Day Monday, February 16, 2026

Easter (Good Friday) Friday, April 3, 2026

Memorial Day Monday, May 25, 2026

JuneteenthFriday, June 19, 2026

Independence Day Holiday Friday, July 3, 2026

Labor Day Monday, September 7, 2026

Columbus/Indigenous Peoples' Day.....Monday, October 12, 2026

Veterans Day Wednesday, November 11, 2026

Thanksgiving..... Thursday, November 26, 2026
..... and Friday, November 27, 2026

Christmas Eve Thursday, December 24, 2026
and Christmas Day.....Friday, December 25, 2026

New Year's Day Friday, January 1, 2027

Approved by the Polk County Commissioners Court
In a Regular Session held October 14, 2025



SHERIFF BYRON LYONS

1733 N. Washington
Livingston, Texas 77351
(936) 327-6810

ANTHONY LOWRIE
Chief Deputy

SHERRY SPRAYBERRY
Administrative Assistant

INTERLOCAL COOPERATIVE AGREEMENT

By and Between
THE CITY OF CORRIGAN, TEXAS
And
POLK COUNTY, TEXAS

Pursuant to the provisions of section 791.001, Et. Seq., of Title 7 of the Texas Government Code, this agreement is entered into between The City of Corrigan [hereinafter referred to as "City"] and The County of Polk [hereinafter referred to as "County"].

The purpose of this agreement is for the County, by and through its Sheriff's Office, to assist the City to provisions of services for stray animal control and disposal. This agreement contemplates that the City, by and through its Police Department, or other designated agent agreed upon by the Sheriff's Office designee, will transport those animals to an impoundment facility maintained by the Polk County Sheriff's Office.

1.

The County will, therefore, provide food and care of animals surrendered to the County by the City at a cost of \$15.00 per day; said care is limited to a period of three [3] days for each animal so surrendered, unless other arrangements are agreed to between the City and County in writing. The County will also provide food and care of livestock surrendered to the County by the City at a cost of \$20.00 per day; said care to be limited to a period of three [3] days for each animal so surrendered, unless other arrangements are agreed to between the City and County in writing. The County will euthanize those animals specified by the City in writing, and the City will pay an additional \$20.00 for each such service provided, plus any cost increase from a veterinarian. The City will be responsible for the transportation of each animal surrendered by the City and for the payment of Veterinary costs for treatment of any injured animal surrendered by the City. The City and County will each keep an ongoing log of activity and the City will pay as billed monthly by the County.

County shall submit an itemized invoice for the services provided each month to the City. The City shall make payment to the County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Polk County, Texas and shall be remitted to:

**Louis Ploth
County Auditor
Polk County Annex
602 E. Church St. Suite 102
Livingston, Texas 77351**

The County shall only accept animals from the City when the County has sufficient space, staffing, and resources to provide appropriate care and housing. The determination of capacity shall be made solely by the County, and the County shall notify the City promptly if it is unable to accept animals due to lack of resources or space.

2.

The administrative units responsible for supervision of this contract shall be the Corrigan Police Department, under the control of the Chief of Police on behalf of the City, and the Polk County Sheriff, or his designated agent on behalf of the County, with required notices to be directed to the City in care of the Chief of Police, 203 North Collins, Corrigan, Texas 75939, and the County in care of the Polk County Sheriff, 1733 N Washington, Livingston, Tx., 77351.

3.

This agreement shall continue on a year-to-year basis and may be amended in writing subject to the prior agreement of both parties and may be terminated by either party on thirty [30] days' written notice.

4.

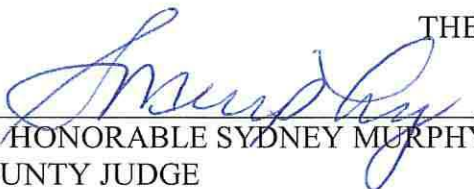
If any clause or provision of this agreement is declared illegal, invalid, or unenforceable during the term of this agreement, it is the intention of the parties that validity and enforceability of the remaining provisions of this agreement shall not be affected. It is also the intention of the parties that in lieu of each clause or provision of this agreement that is illegal, or unenforceable, there shall be added a new clause to this agreement by means of negotiation between the parties to this agreement, as similar in terms to such unenforceable clause or provision as any be possible and yet be legal, valid and enforceable.

5.

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

This agreement is authorized by the governing bodies of each of the signatories to this contract, as attested by the signatures affixed hereto.

THE COUNTY OF POLK


BY: HONORABLE SYDNEY MURPHY
COUNTY JUDGE

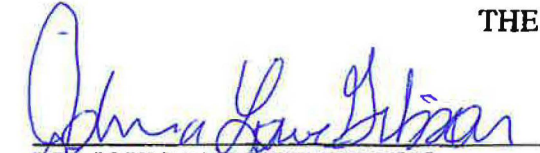
The foregoing contract was approved by the Commissioners Court of Polk County at its duly announced public meeting held the 14 day of 2025

ATTEST:



SCHELANA HOCK
COUNTY CLERK

THE CITY OF CORRIGAN


BY: JOHNNA LOWE GIBSON
MAYOR

The foregoing contract was approved by the Commissioners Court of Polk County at its duly
announced public meeting held the 10/14 day of 2025

ATTEST: 
CORRIGAN CITY SECRETARY

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This Interlocal Cooperation Agreement for Jail Services ("Agreement") is entered into and between the County of San Jacinto, Texas herein after called ("Contractor") and Polk County, herein after called ("County").

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the Contractor are local government as defined in the Texas Government code, Section 791.003(4), and has the authority to enter into this agreement, and each party has entered into this agreement by the action of its governing body in the appropriate manner prescribed by the appropriate governing law; and

WHEREAS, the Contractor and the County specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and the terms provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT

**ARTICLE I
TERM AND EFFECTIVE DATE**

1.01 TERM: This Agreement shall be effective on the date the last party executes this document and shall be effective for one (1) year thereafter.

1.02 RENEWAL: This Agreement may be renewed every one (1) year by mutual agreement of the parties in writing. In the event the parties seek to renew this Agreement at the end of any term, the per diem rate for the detention services shall be negotiated by the parties. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.

1.03 TERMINATION: This Agreement may be terminated without cause, prior to the expiration of the term herein, at the option of either Contractor or County upon giving sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

1.04 IMPOSSIBILITY: This Agreement is subject to termination upon the happening of an

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

event that renders performance hereunder by the Contractor impracticability or impossible, such as severe damage or destruction of the Contractor's facility or actions by the governmental or judicial entities which create a legal barrier to the acceptance of the County's inmates.

ARTICLE II DETENTION SERVICES

For the purpose and consideration herein stated and contemplated. Contractor shall provide the following necessary and appropriate services for the County to the maximum extent authorized by the Agreement, without regard to race, religion, color, age, sex, and national origin:

2.01 PURPOSE: Contractor warrants that the services and the facilities provided for detention of inmates meets the requirements of the Texas Commission of Jail Standards and other applicable Texas State and Federal laws as applicable to prison facilities.

2.02 HOUSING AND CARE OF INMATES: Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in the Agreement. Contractor will provide, as set forth herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates that the judgments and orders of the County are faithfully executed. County inmates shall be housed in accordance with Texas Commission on Jail Standards, unless specified by the County.

2.03 MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical. The per-day rate does not cover medical/health/dental/psychological/psychiatric services provided outside of the Contractor's facility or by those other than facility staff, prescription drugs and treatment, or surgical, optic, dental or mental health care and does not include the cost associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for such services, other than routine medical services included in the per-day rate.

2.04 OFF-SITE SERVICES: The County Sheriff or designee shall be informed of any inmate(s) receiving emergency medical care, including but not limited to hospitalizations, that result in off-site services, as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist the County to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.

2.05 DIRECT BILLING: Contractor has the authority to arrange for the off-site provider to bill the County for the costs of hospitalization, medical care and other off-site treatment. In the event direct billing is not available, County shall reimburse Contractor in accordance with the terms of the Agreement.

2.06 MEDICAL RECORDS: County agrees to provide Contractor with a copy of each inmate's medical, dental, and mental health records, for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time of each inmate is returned.

2.07 MEDICAL INVOICES: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

2.08 INMATE MEDICAL REPORTS: Contractor will provide an inmate report of health care provided whenever off-site services are utilized. With respect to all inmates, Contractor will provide an inmate report of health care upon request from County.

2.09 FACILITY INSPECTION: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state and federal inspections of the facilities will be provided to County upon request.

2.10 TRANSPORTATION AND OFF-SITE SECURITY: County is solely responsible for the transportation of inmates between the County and Contractor facility. Contractor agrees to provide ambulance and other transportation for inmates, in emergency situations only, and County will assume custody of the inmate as soon as possible. When medical transportation is not emergent, Contractor will arrange transport with the County.

2.11 COURT APPEARANCES: County shall be responsible for the transportation of County inmates to and from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings in the Polk County Courts. The County shall be responsible for the supervision of inmates during court appearances.

2.12 GUARD SERVICES: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$50.00 per hour/per guard.

2.13 SPECIAL PROGRAMS: The per day rate set out in the Agreement covers basic custodial care and supervision of special educational, vocational or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement for the provision of special programs.

2.14 LOCATION AND OPERATION OF FACILITY: Contractor shall provide the detention services described herein at the San Jacinto Detention Center, Coldspring, Texas.

2.15 ADMITTING AND RELEASING: Contractor shall be responsible for the admitting and releasing of County inmates placed in Contractor's facility upon the direction of the County. Contractor will maintain records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.

2.16 RETURN OF INMATES TO COUNTY: Upon demand by County, Contractor will relinquish to County physical custody of any County inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 5 calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III FINANCIAL PROVISIONS

3.01 PER DIEM RATE: The per diem rate for detention services under this Agreement is \$65.00 per man-day. This rate covers one inmate per day. A portion of any day will count as one man-day under this Agreement.

3.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to County. Such invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of San Jacinto County,

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

Texas and will be remitted to:

San Jacinto County Sheriff's
Office 75 West Cedar Ave.
Coldspring, Texas 77331

**ARTICLE IV
ACCEPTANCE OF INMATES**

4.01 COMPLIANCE WITH LAW: Nothing herein will create an obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population or the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT THE FACILITY: The only inmates of the County eligible for incarceration at the facility under this Agreement are non-high-risk inmates eligible for incarceration in accordance with the state standards under both the Jail Commission approved custody assessment in place at Contractor's facility.

4.03 CLASSIFICATION REVIEW: All inmates proposed by the County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirements set forth above. Contractor reserves the right to accept any inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor has the right to have the County remove said inmate.

4.04 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designee to review the background of all inmates sought to be transferred to Contractor's facility, and the County shall cooperate with and provide information requested regarding an inmate by Contractor's Sheriff. Contractor reserves the right to reasonably refuse acceptance of any inmate of the County. Likewise, if an inmate's behavior, medical, or psychological, condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor facility when their classification changes for any purpose, including long-term medical segregation.

4.05 INMATE SENTENCES: Contractor will not be in charge or responsible for the computation or processing on inmates' time of confinement, including but not limited to, computation of good time awards/credits and discharge duties. Contractor will provide information that may be required regarding the inmate's behavior and performance; however, all such computations and record keeping will continue to be the responsibility of the County. To the extent practical, it will be the responsibility of the County to notify Contractor of any discharge date for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of the County only when such release is specifically requested in writing by designated the County. However, it is agreed that the preferred and usual course of dealing between parties shall be for the County to retake custody of the inmate discharge from the Contractor's facility. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by laws, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising therefrom.

**ARTICLE V
MISCELLANEOUS**

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

5.01 BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives

5.02 NOTICES: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: San Jacinto County Sheriff's Office
75 West Cedar Avenue
Coldspring, Texas 77331

To County: Polk County Sheriff's Office
1733 North Washington Ave.
Livingston, Texas 77351

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

5.03 AMENDMENTS: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Court of the respective parties hereto.

5.04 PRIOR AGREEMENTS: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any manner mentioned herein. No prior agreement or understanding pertaining to any such after shall be effective.

5.05 REPRESENTATION: Contractor understands and agrees that San Jacinto County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Polk County Sheriff's Office.

5.06 INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing herein contained shall be construed as creating the relationship of employer and employee between parties.

5.07 SEVERABILITY: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected.

5.08 LIABILITY: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This agreement is not intended to create any cause of action for the benefit of third parties.

5.09 CHOICE OF LAW AND VENUE: As such, nothing in this agreement nor any provisions arising therefore can be construed to waive the sovereign immunity of the County. Any legal proceeding regarding this Agreement shall be brought in the State of Texas, San Jacinto County. This is not a waiver of immunity by either party.

5.10 APPROVALS: This agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.

5.11 INSURANCE: Contractor shall maintain general liability, public officials and law enforcement liability insurance, or maintain a comparable self-insurance program. Contractor shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the County. Contractor shall be responsible for complying with the Texas Workers' Compensation Act, as well as Texas motor vehicle financial responsibility laws.

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

5.12 Waiver Contractor and County waive claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer, employee, or agent of the other party.

(Signature page follows)

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

**ARTICLE VI
EXECUTION**

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

SAN JACINTO COUNTY

County Judge Fritz Faulkner

Date

ATTEST:

County Clerk Dawn Wright

Date

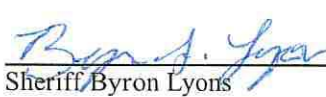
APPROVED:

Sheriff Sam Houston

Date

POLK COUNTY

ATTEST:

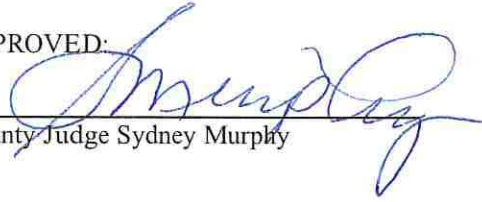


Sheriff Byron Lyons

10/14/2025

Date

APPROVED:



County Judge Sydney Murphy

10/14/2025

Date

STATE OF TEXAS
COUNTY OF

§
§



**A RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS,
AUTHORIZING FUNDING FOR AGREEMENTS TO
HOUSE INMATES IN OTHER COUNTY JAILS**

WHEREAS, the Polk County Jail is currently experiencing inmate populations in excess of its operational capacity, creating the need to enter into agreements with other counties for the housing of Polk County inmates; and

WHEREAS, the FY2026 Polk County Budget did not include a specific appropriation for the cost of housing inmates in other county jails; and

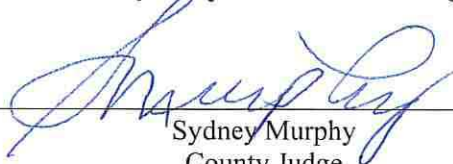
WHEREAS, the Commissioners Court recognizes the urgent necessity of funding these agreements in order to ensure compliance with state jail standards, maintain the safety and security of inmates and staff, and protect the County from liability; and

WHEREAS, the Polk County General Fund maintains a sufficient fund balance to provide interim funding until a longer-term funding mechanism can be identified or considered later in the fiscal year;

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

1. The Court hereby authorizes the County Judge to execute agreements with other counties as necessary to provide housing for Polk County inmates when the Polk County Jail population exceeds capacity.
2. The costs of such agreements shall be funded from the Polk County General Fund balance.
3. The Auditor is directed to transfer funds from the General Fund balance as needed to pay invoices under these agreements.
4. The Commissioners Court will review the ongoing need for and cost of housing inmates in other counties and may, at a later date, designate additional or alternative funding sources within the FY2026 Budget.
5. The Commissioners Court further intends to evaluate and consider alternative solutions to address jail population levels.

PASSED AND APPROVED THIS 14th day of October 2025.



Sydney Murphy
County Judge
Polk County, Texas

Attest:



Schelana Hock, County Clerk



TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2026 Improvement Grant

Grant Number: 212-26-C17
Grantee: Polk County
Program: Public Defenders' Office
Grant Period: 10/1/2025-9/30/2026
Grant Award: **\$760,607**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Polk County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs: 6)	\$590,454
2) Fringe Benefits	\$157,190
3) Travel and Training	\$7,500
4) Equipment	\$93,165
5) Supplies	\$29,700
6) Contract Services	\$65,750
7) Indirect Costs	\$7,000
Total Approved Budget	\$950,759
Less Cash from Other Sources- County Match	\$190,152
Total Amount Funded by Commission	\$760,607

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in February 2025, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Grant Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award as necessary and submit it to the Commission by November 1, 2024.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

A handwritten signature in blue ink, appearing to read "Sydney Murphy", is written over a horizontal line.

Signature of Authorized Official

Sydney Murphy, County Judge

Name & Title (must print or type)

A handwritten date "10.17.2025" in blue ink is written over a horizontal line.

Date

STATE OF TEXAS
COUNTY OF

§
§



**A RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS,
AUTHORIZING ACCEPTANCE AND FUNDING OF THE FY2026 IMPROVEMENT
GRANT FOR THE ESTABLISHMENT OF A PUBLIC DEFENDER'S OFFICE**

WHEREAS, the Texas Indigent Defense Commission has awarded Polk County an Improvement Grant in the amount of \$760,607 for the establishment of a Public Defender's Office; and

WHEREAS, acceptance of this grant requires a 20% county match of \$190,152, which was not included in the FY2026 Budget; and

WHEREAS, Polk County has committed an additional \$455,000 in previously budgeted indigent defense attorney fees to support the operations of the Public Defender's Office; and

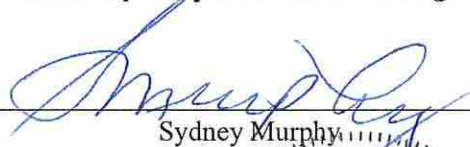
WHEREAS, Polk County maintains a healthy General Fund balance sufficient to provide the required matching funds without negatively impacting county operations; and

WHEREAS, it is in the best interest of Polk County taxpayers to establish a Public Defender's Office to provide improved indigent defense services and ensure long-term savings, with the understanding that regional collaboration with neighboring counties is being pursued to secure continued grant funding at favorable levels;

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

1. Polk County hereby accepts the FY2026 Improvement Grant award in the amount of \$760,607 for the establishment of a Public Defender's Office.
2. The required county match of \$190,152 shall be appropriated from the General Fund balance.
3. The Court hereby establishes a new Public Defender Fund, into which the required county match and the previously budgeted \$455,000 indigent defense attorney fees shall be transferred, ensuring that funds committed to indigent defense remain dedicated for that purpose.
4. The County Judge is authorized to execute all documents necessary to accept the grant award and implement the Public Defender's Office in accordance with the grant terms.

PASSED AND APPROVED THIS 14th day of October 2025.



Sydney Murphy,
County Judge,
Polk County, Texas

Attest:



Schelana Hock, County Clerk

Sydney Murphy
County Judge
Polk County, Texas



Job Description: CHIEF PUBLIC DEFENDER

CLASS NO. 1150

EEOC CATEGORY: Professionals

PAY GROUP: Unclassified

FLSA: Exempt

SUMMARY OF POSITION:

The Piney Woods Regional Public Defender Office (RPDO) will provide quality legal defense to persons who cannot afford counsel in felony and misdemeanor cases in Polk County and partnering counties.

The Chief Public Defender will lead an office of approximately three attorneys and two staff. The Chief will be a full-time employee of Polk County. Outside legal work is prohibited.

This is an opportunity to help create a holistic, client-centered public defender office from the ground up.

ORGANIZATIONAL RELATIONSHIPS:

1. Reports to: Piney Woods RPDO Oversight Board and Polk County Commissioners Court
2. Directs: Professional and support personnel
3. Other: Works closely with other departmental employees, the staff from the Court(s), District Attorney's office and Jail. This position requires contact with defendants and the general public.

EXAMPLES OF WORK:

Essential Duties*

Ensures that the office provides quality criminal defense representation that complies with federal and state constitutions, state statutes, ethical rules, and state and national best practices.

Oversees and provides representation of defendants as needed.

Ensure that all attorneys and staff are trained to comply with state and federal constitutions, state and federal laws, ethical rules, and best practices, including holistic, client-centered representation.

Allocates resources for services, equipment, facilities, and finances planning and advocating for future services and budgetary needs of the office.

Hires, evaluates, disciplines, and dismisses attorneys and staff.

Supervises planning, development, preparation, and monitoring of annual budget, grant funding, and statistical reports.

**for the purpose of compliance with the Americans With Disabilities Act (ADA)
This job description does not take into account potential reasonable accommodations.*

CLASS NO. 1150 (Continued)

Directs staff on legal issues, case dispositions, and advocacy.

Other Important Duties*

Represents the public defense function in criminal justice coordinating meetings with clients, judges, prosecutors, commissioners, and others.

Presents to social and civic groups, incarcerated persons, and other organizations to explain, publicize, and promote the public defender program and defendants' rights.

Represents the Public Defender Office in appropriate public and professional meetings and conferences; in interactions with state, county, and municipal officials; county and state bar associations; and citizen groups.

Reports regularly to the Piney Woods RPDO Oversight Board and Polk County Commissioners Court.

Performs such other duties as may be assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

<i>Knowledge of:</i>	Advanced knowledge of the rules of evidence, case law, Penal Code, Code of Criminal Procedure.
<i>Skill to:</i>	Perform advanced research, writing, and advocacy. Leadership, supervision, management, budgeting, and organizational.
<i>Ability to:</i>	Motivate, train, supervise, and develop attorneys and support staff. Work with staff, other departments, and the public in an effective, courteous, professional, and positive manner, on the phone and in person. Maintain confidentiality with respect to sensitive and confidential information.

ACCEPTABLE EXPERIENCE AND TRAINING:

Candidates for Chief Public Defender should possess leadership, litigation, public defense, supervision, management, and budgeting skills:

- Has led a legal organization as chief, director, or deputy chief for at least 5 years.
- Has litigated criminal cases for at least 7 years. Has tried at least 15 cases to verdict.
- Has worked as a lawyer in a public defender office for at least 5 years.
- Has supervised at least 5 attorneys and staff. Has served as a supervisor for at least 4 years.
- Has managed daily operations for a legal organization for at least 4 years.
- Has helped create or oversee an organizational budget.

CLASS NO. 1150 (Continued)

CERTIFICATES AND LICENSES REQUIRED:

- Juris Doctor
- Texas bar license or the ability to obtain Texas bar license within four months

Polk County Purchasing Policy & Procedures

Effective Date: October 1, 2025

Purpose

The purchasing policy for Polk County aims to:

1. Obtain goods and services that benefit county residents as economically as possible.
2. Acquire goods and services best suited to the particular needs of County departments.
3. Ensure timely delivery of goods and services to avoid interruption of governmental operations.
4. Ensure that purchasing procedures conform to Federal, State, and local laws, County policies, and are budget compliant.

The **County Auditor** is responsible for ensuring all purchases are made in accordance with Federal, State, and local laws and verifying that each purchase aligns with the approved and adopted Polk County Budget. Each department head is responsible for maintaining the integrity of their department budget and planning the day-to-day affairs of the department. One of the most important functions of the department head is to maintain adequate supplies and materials for the efficient operation of the department (LGC 112.001 & 112.006).

Only those purchases that are necessary for department operations are allowed. County funds are not intended for personal use items, gifts/office parties, or any expenditures that do not serve a legitimate public purpose or align with County operations and policies. Purchases must prioritize cost-effective options and adhere strictly to what is necessary for maintaining efficient and productive operations. Departments should consolidate orders where feasible to reduce costs and avoid wasteful spending. Misuse of County funds for unauthorized purchases may result in disciplinary action, reimbursement of funds, and potential legal consequences under the Texas Penal Code.

Purchases for personal use or benefit utilizing Polk County assets or resources are strictly prohibited and such misuse is a prosecutable offense under the Texas Penal Code.

Scope

This policy provides guidance for all County elected officials and internal offices governed by the Commissioners' Court of Polk County, including any departments for which the County holds fiduciary responsibility.

Definitions

Blanket Requisition: A simplified method of filing anticipated repetitive needs for supplies or services to be paid for on a monthly basis.

Bonds: Surety or fidelity bonds required by law or policy to ensure financial accountability, performance, or compliance for certain County offices and personnel.

Commodity: A product distinguished from a service.

County Auditor: The official responsible for ensuring all purchases comply with Federal, State, and local laws and verifying that each purchase aligns with the approved and adopted Polk County Budget.

Dues: Membership fees to professional organizations or associations directly tied to the statutory duties of an elected official or department.

Emergency Purchase: A purchase necessary only to keep buildings and machinery in operating condition when their idleness would result in expense to the County, or for extreme emergency cases involving public health and welfare.

Fixed Assets: Any asset leased, purchased, or owned by the County that has an operating value of at least \$5,000 or is considered a high-risk item. (See Fixed Asset Purchases/Disposals/Inventory)

Formal Bid: Bids for purchases made according to Chapter 262 of the Local Government Code requiring consideration by the Commissioners' Court, advertisement for bids, and formal specifications. (See Purchasing Guidelines)

Furnished Transportation: Funds allocated for the operational costs of County vehicles, including fuel, routine maintenance, and necessary repairs to ensure safe and efficient transportation for County operations.

Invoice: Itemized list or receipt of merchandise or services provided from a vendor for payment.

Line Item: The budget category for a specified class of goods or services, such as Office Supplies, Travel Training, or Furnished Transportation.

Purchasing/Procurement Coordinator: The individual responsible for processing Requisition Requests, issuing Requisitions, and coordinating with departments and vendors.

Office Supplies: Items essential for the day-to-day administrative operations of a department, limited to basic tools and consumables required to perform standard office tasks. This includes, but is not limited to, paper, pens, pencils, notepads, folders, printer ink or toner, staplers, staples, and other necessary items directly supporting operational needs.

Regular Employee: A full or part-time employee (not labor pool) who is not an elected official.

Requisition: A document and first official offer issued by the County to a seller, indicating types, quantities, and agreed prices for products or services.

Requisition Request: A request used to indicate the need for goods or services.

Requestor: Elected official, department head, or employee who is authorized to make purchases.

Travel Training: Funds allocated for training registration fees and associated necessary travel expenses required for County employees or officials to fulfill statutory duties, enhance professional knowledge, or maintain compliance with regulatory standards. All travel and training expenses must be pre-approved following County policies.

Uniforms: Clothing and related items required for County employees to perform their official duties, as specified by their department's operational needs. All uniforms purchased with County funds remain the property of Polk County and must be returned to the department upon separation or when they are no longer serviceable.

Requisition

The purpose of a Requisition is to indicate the needs of the requesting department, to correctly identify the goods or services requested and will serve as the **approval** for the purchase of those goods or services. A Requisition is the seller's authorization to invoice and ship the specified goods or services. The invoice will be checked against the Requisition by the Purchasing/Procurement Coordinator.

If a Requisition is not obtained prior to a purchase, the County will assume no responsibility unless other arrangements have been made

- A Requisition for purchases of \$500.00 or greater will be issued only by the Purchasing/Procurement Coordinator. Department heads and elected officials may generate their own Requisitions for purchases below \$500.00. Road and Bridge Commissioners may generate their own Requisitions for all purchases.
- Requisitions created by the Purchasing/Procurement Coordinator will be forwarded to the Requestor for their records.
- The Requestor should submit the Requisition to the Vendor when placing the order.

Requisition Exemptions

Exempt Purchases:

The following types of goods and services will not require a Requisition:

- Fuel
- Contracted Services
- County-Wide Bids
- Court Ordered Vouchers
- Conference Registrations
- Hotel Reservations
- Inmate Medical Expenses
- Repair and Maintenance for vehicles, buildings and IT equipment
- Utility Bills (to include Telephone)
- Bonds
- Monthly Leases
- Travel Reimbursements
- Membership Dues
- Subscriptions
- Insurance Premiums
- Legal Notices

Purchasing Guidelines

All invoiced purchases must be made as follows unless an emergency situation exists (outlined below).

- **\$5.00 – \$4,999.99:** Requires a Requisition.
- **\$5,000–\$19,999.99:** Requires quotations from at least three (3) vendors, if possible, or an eligible proposal from a qualified purchasing cooperative member, and a Requisition.
- **\$20,000–\$99,999.99:** Requires quotations from at least three (3) vendors, if possible, or an eligible proposal from a qualified purchasing cooperative member, Commissioners' Court approval, and a Requisition.
- **\$100,000 and over:** Requires formal sealed competitive bids or an eligible proposal from a qualified purchasing cooperative member as specified by Chapter 262 of the Texas Local Government Code, Commissioners' Court approval, and a Requisition. Bid specifications must be approved by Commissioners Court prior to bid advertisement.

Use of Credit Cards:

Credit card transactions are strictly limited to situations where:

1. The purchase cannot reasonably be made through standard procurement methods, such as invoiced purchases or requisition orders.
2. Time-sensitive, essential purchases are required to maintain County operations.
3. The vendor does not accept requisition orders or invoices.

This may include authorized travel expenditures that cannot be paid in advance.

All credit card transactions must adhere to County budgetary constraints and purchasing guidelines. Detailed receipts and a clear explanation of the necessity for using the credit card must be provided with the transaction documentation. Misuse of credit cards, including circumvention of standard procurement methods, is prohibited and may result in disciplinary action.

Additional Guidelines:

All purchases and/or services must be routed through the County Auditor's Office. Local Government Code 113.901 requires all counties to use a purchase order/requisitioning system.

Before a purchase is made or services are performed, the county official or representative requesting the purchase must provide a Requisition order number to each vendor. The Requisition order number must appear legibly on all vendor invoices and/or statements.

Emphasis: The Requisition process must be completed **prior to any order or commitment** on behalf of the County. Items received without prior approval may not be approved, and the department head/elected official could be responsible for payment.

Purchases made through cooperative purchasing agreements are governed by these policies and procedures, except that formal sealed competitive bids as specified by Chapter 262 of the Local Government Code do not apply.

Certain purchases that would not typically be authorized, such as employee meals, may be authorized by the County Judge or their designee during a Disaster Declaration to support emergency operations.

Annual Contracts:

The County will contract annually for supplies and materials exceeding \$100,000 per year. These purchases and contracts, approved by Commissioners' Court, are exempt from requiring a Requisition. The Purchasing/Procurement Coordinator will maintain copies of all annual bid contracts and make them available upon request.

The Purchase Request

The purpose of a Requisition is to indicate the needs of the requesting department, correctly identify the goods or services requested, and serve as approval for the purchase of those goods or services in the amount of \$5.00 or more.

Procedure:

1. **Initiate Request:** The Requestor should prepare and email a Requisition Request to the Purchasing/Procurement Coordinator at purchasing@co.polk.tx.us for purchases that will exceed the \$500 limit.

2. **Advance Notice:** The Requisition Request should be received far enough in advance to allow for proper review and preparation.
3. **Vendor Information:** Provide the vendor's name. If the vendor is not on the approved list, a W-9 will be required and eligibility will need to be verified by the Auditor's Office.
4. **Detailed Description:** Include detailed item descriptions—size, color, type, grade, etc.
5. **Pricing:** Provide exact pricing or an estimated unit price and calculate a grand total.
6. **Budget Account Code:** Indicate the appropriate budget account code for each item.
7. **Approval:** Submission of a Requisition Request is considered the department head's approval for the purchase.
8. **Budget Verification:** The Purchasing/Procurement Coordinator will verify funds are available in the budget. If not, the Requisition Request will be returned with possible options.
9. **Budget Balance:** Requisition Orders will not be issued for goods/services without sufficient budget balance. If funds are not available, a budget amendment must be completed and approved by the Commissioners' Court.

A receipt or invoice for all purchases must be emailed to purchasing@co.polk.tx.us and cc.auditors.office@co.polk.tx.us with a payment voucher by the end of the following business day in which it is received. Payment will not be made until the receipt/invoice with completed payment voucher is received.

Emergency Purchases

Emergency Purchases should be limited by anticipating needs in advance. They are allowed only to:

1. Keep buildings, machinery and vehicles in proper and safe operating condition when their idleness would result in expense or injury to the County.
2. Address extreme emergency cases involving public health and welfare.
3. These purchases are subject to approval by Commissioners Court (LGC 111.070).

Emergency Purchase Procedures:

Emergency During Business Hours:

- Contact the Purchasing/Procurement Coordinator, explain the emergency, and request a Requisition number.
- Provide the Requisition number to the Vendor and secure a sales ticket or receipt.

Emergency Outside Normal Business Hours:

- Departments must take necessary action to obtain needed goods or services.

- For expenditures of \$5,000 or more, make a reasonable effort to contact the County Judge or designated representative.
- Limited to Road and Bridge Departments, Maintenance Department, Sheriff's Department, Jail, Information Technologies, and Emergency Management.

In either case, the Requestor must submit the sales ticket or receipt to the Purchasing/Procurement Coordinator by the end of the following business day.

Note: Emergency Purchases are subject to approval by Commissioners' Court (Texas LGC 111.070). Efforts should be made to obtain the best possible price when making an emergency purchase and when possible, purchased from a vendor who has previously supplied the same or similar goods or services.

Inspecting & Receiving

The receiving department will:

- Inspect and count the merchandise to ensure it meets quantity, quality, and specifications.
- Confirm receipt by replying to the purchasing@co.polk.tx.us email where the Requisition was received.
- If merchandise does not meet specifications and cannot be resolved, contact the Purchasing/Procurement Coordinator immediately. The Purchasing / Procurement Coordinator will take action to compel replacement by the Vendor or cancel the order.

Polk County does not pay for invoiced items not received. For partial shipments, attempt to contact the Vendor to receive the remaining items before submitting the invoice for payment. If contact with the Vendor is unsuccessful, the receiving department should then contact the Purchasing / Procurement Coordinator for resolution with the Vendor.

Fixed Asset Purchases/Disposals/Inventory

The County will maintain an inventory of all fixed assets in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) Pronouncement Number 34.

Definition: Fixed assets are tangible items with a cost of \$5,000 or more (including all related expenditures, such as shipping/freight and installation) or that are considered high risk. High risk items may include, but not limited to, weapons, electronics, tools, and computer peripherals.

Labeling: Such items will be labeled with a County Property tag including a sequential number.

Responsibility: Each elected official or department head must ensure assets are tracked and secured in a manner that is most likely to prevent theft, loss, damage, and misuse of assets.

Lost or Stolen Property: Must be reported immediately to the County Auditor's Office by the department head or elected official responsible for the inventory.

Major Repairs:

Repairs may be added to the original asset cost if the total cost exceeds 20% of the original acquisition cost, is not due to accidental damage, and extends the asset's life (e.g., motor overhaul).

Trade-Ins:

- Approval from Commissioners' Court is required prior to trade-ins.
- Copies of trade-in agreements must be submitted to the County Auditor's Office, along with the trade-ins' county identification number.

Lease/Purchase Agreements:

- All lease/purchase agreements must be approved by Commissioners' Court and signed by the County Judge unless otherwise authorized.
- Agreements must contain a "government clause" for return of equipment if funds are not appropriated in future years.
- Failure to comply with this provision will result in the department head or elected official becoming liable for any losses sustained by Polk County.

Change in Elected Official or Department Head:

- Upon notice of separation, arrangements must be made with the County Auditor to perform an inventory of the elected official or department head's assigned assets prior to the separation date.
- The Auditor will provide a full report to the Commissioners Court, noting any discrepancies between property actually located and property listed on the inventory.
- Per Local Government Code Section 130.908, if an incumbent county or precinct officer is not renominated or reelected to the county or precinct office of a county, during the time following the date the results of the official canvass of the preliminary election returns are announced, the commissioners court must approve any expenditure by the incumbent county or precinct officer who was not renominated or reelected that is over an amount set by the commissioners court.

Receipt of Donated Property:

- All assets, services, or materials received via donation or contribution (excluding meals and allowable gifts), regardless of source, must be evaluated and approved by the Commissioners' Court. Upon receipt, these items must be reported immediately to the Purchasing/Procurement Coordinator to adjust the assets on record as necessary.
- Proper recording of donated assets received is essential because some contributed items—such as those received from the Federal Government—require tracking at multiple levels. Improper disposition of these assets could result in penalties or negatively impact the County's ability to participate in certain programs.

Disposal of salvage or surplus property (LGC 263.151 subchapter D):

- Must be approved by Commissioners' Court prior to disposal.
- Submit a complete fixed assets disposal form to the Purchasing/Procurement Coordinator.
- Authorized methods of disposal include auctions or recycling/trashing. Theft is unauthorized.
- When possible, prior to disposing of assets, decals and other identifiers that identify the asset as part of Polk County must be removed.

Employee Purchases:

- County employees may not use county accounts, government discounts, or the county's sales tax exempt status for personal purchases.

Payment Procedures

Polk County pays bills after Commissioners' Court approval at regular meetings on the second and fourth Tuesday of each month. Bills must be received in the County Auditor's Office before noon the Wednesday prior to ensure they will be considered.

Exceptions:

1. Recurring expenses pre-approved by Commissioners' Court Order.
2. Payments established on a recurring basis as required by an approved contract.

Polk County Debarment Policy

Polk County Departments/Offices must comply with this Debarment Policy to ensure compliance with (a) Federal Executive Order 12549, 44 CFR §13.35, and the Texas Uniform Grant Management System (UGMS), and (b) with the Texas Department of Public Safety/Homeland Security-State Administrative Agency.

Polk County shall award all contracts and purchases through procurement processes or through non-procurement processes to responsible vendors that have not been excluded under the Excluded Parties Listing System (EPLS).

Responsibility:

Vendor Verification: All departments/offices must verify a vendor's debarment status using the EPLS at <https://www.sam.gov> before procuring or entering into contracts. The EPLS is an electronic database of parties excluded from federal procurement and non-procurement programs.

Documentation: Retain records of the verification process in accordance with the County's Retention Policy.

Frequency: Verification should be performed before issuing new requisitions, blanket orders, contracts, or single-time purchases. If verification has been performed prior to entering into annual contracts, verification is not required prior to making each payment to the vendor. However, verification should be performed prior to extending or renegotiating a contract.

Verification Process:

1. **Access EPLS:** Go to <https://www.sam.gov>.
2. **Create Account:** Government employees must create a SAM user account with their government email.
3. **Search Records:** Enter the vendor's DUNS number, CAGE code, or business name. Users can also enter exclusion search terms for exclusion records. Once a search has returned results, use the filters provided to narrow results. If the vendor is confirmed to be debarred, the County is prohibited from conducting business with that vendor.
4. **Documentation:**
 - a. If the vendor is not listed as debarred, a screen print confirming the vendor's eligibility at the time of procurement must be saved and included with the purchase documentation. This record should be retained with the procurement files for audit and monitoring purposes.
 - b. If the search returns a potential match, further investigation is required to determine if it is a "false hit." Consider the following:
 - Does the name match exactly?

- Is the name very similar but not identical?
- Is the vendor located in the same general area as the entity listed in the search results?

If the match appears to be valid, print the page as documentation.

Emergency Purchases:

In emergencies (e.g., disaster declarations), the debarment policy may be suspended for up to 60 days.

FEMA may honor this suspension; other federal agencies may not.

Consequences:

Failure to comply may result in all county departments/offices being disallowed of any future federal funding. Implementation of this Debarment Policy is Countywide.

If needed, a department or office may notify the Purchasing & Procurement Office to conduct the search before placing the order.

Purchasing & Procurement for Community Development

A. Polk County is responsible for administering and implementing the Community Development Block Grant Program.

B. Grants associated with this program must be approved by Commissioners' Court and adhere to Polk County's Purchasing Policy and Procedures. The County Judge must approve any activity regarding Community Development Block Grant funds.

C. In addition to following Polk County and Texas Local Government Code guidelines, all projects through the Community Development Block Grant Program must follow federal procurement standards in 2 CFR 200.317 to 200.326 and include Environmental Reviews and Davis-Bacon Wage Requirements.