

STATE OF TEXAS §
COUNTY OF POLK §

DATE: June 23, 2026
REGULAR MEETING
ALL PRESENT

**COMMISSIONER'S COURT
AGENDA POSTING # 2026 - 018**

Call to Order. * Invocation * Pledges of Allegiance

Be it remembered on this the 23rd day of June 2023, 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 ROBERT MURPHY OF FIRST BAPTIST CHURCH OF PROVIDENCE.
- PLEDGES TO U.S. & TEXAS FLAGS LED BY SCHELANA HOCK.

PUBLIC HEARING.

1. CONDUCT PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON REQUEST TO REPLAT OF INDIAN HILLS ESTATE SECTION 1 BLOCK 2 LOT3-6 AS LOTS 3-6A AND 3-6 B.
Began at 10:01 A.M. No comments were received.
The property owners have satisfied all notice requirements, including posting of required signage and written notification to adjacent property owners. The replat divides an existing lot between the two adjoining landowners.
2. CLOSE PUBLIC HEARING.
CLOSED AT 10:02 A.M.
3. CONSIDER REQUEST TO REPLAT INDIAN HILLS ESTATE SECTION 1 BLOCK 2 LOTS 3-6 LOCATED IN PRECINCT 1 AS LOTS 3-6A AND 3-6B.
CORRECTION: THIS REPLAT IS LOCATED IN PRECINCT 2.
MOTIONED BY MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

Public Comments

None.

Informational Reports

4. PRESENT PROCLAMATION IN RECOGNITION OF ELDER ABUSE PREVENTION MONTH.

June is nationally recognized as Elder Abuse Prevention Month, with June 11th designated as World Elder Abuse Awareness Day. This observance raises awareness about the abuse, neglect, and exploitation of older adults and encourages communities to take action to protect vulnerable elders.

5. RECEIVE PRESENTATION FROM TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM REPRESENTATIVE.

Richard Ashcraft, Account Manager with the Texas County & District Retirement System, presented to Commissioners Court regarding Polk County's current retirement plan and potential plan modifications under consideration for Plan Year 2027. Specifically, he provided an analysis prepared by TCDRS showing the projected impact on employee retirement benefits at various tenure levels if the county match were reduced from the current 250% to 200%.

New Business - Consent Agenda

JUDGE MURPHY NOTED 8 ADDENDUMS TO ITEM 7 IN THE AMOUNTS OF \$63,693.17, \$28,570.04, \$3,196.24, \$929,447.16, \$37,910.63, \$152.77, \$175,222.28 AND \$464,272.43. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE THE CONSENT AGENDA AS FOLLOWS: (ALL VOTING YES)

6. APPROVE MINUTES OF PREVIOUS MEETING: June 9, 2026 (Regular Session)

7. APPROVE SCHEDULES OF BILLS.

DATE	AMOUNT	FUND	CHECK #
5/22/2026	311,638.22	General	ACH 5254,5261,5265,5274, 5280
6/8/2026	351,635.25	Retiree Health Trust	ACH 083/650-651/ACH 010/316683-316689
6/9/2026	360.00	General	316692
6/12/2026	114,976.45	General	316705-316715
6/12/2026	2,620.00	General	316716
6/16/2026	203,564.25	Grants	ACH 035/1532-1533
6/23/2026	461,035.11	Grants	ACH 035/1539/ACH 010/316717-316815
TOTAL:	1,445,829.28		

8. APPROVE ORDER DESIGNATING SURPLUS PROPERTY.

The Exhibit reflects various items no longer in use by the Justice of the Peace, Precinct 1 and Maintenance.

9. RECEIVE COUNTY AUDITOR'S MONTHLY REPORT, PURSUANT TO LOCAL GOVERNMENT CODE SEC. 114.025.

10. RECEIVE COUNTY TREASURER'S REPORT FOR MAY 2026.

11. RECEIVE AND RECORD PERSONNEL ACTION FORMS SUBMITTED BY ELECTED OFFICIALS SINCE LAST MEETING.
12. APPROVE CONSTABLE PRECINCT 3 KEVIN BURMAN'S REQUEST TO APPOINT SHAWN SMITH AND PAUL BENFER TO RESERVE DEPUTY CONSTABLES.
13. ACCEPT DONATION FROM POLK COUNTY HIGHER EDUCATION & TECHNOLOGY FOUNDATION EQUIVALENT TO POLK COUNTY COMMERCE CENTER PROPERTY INSURANCE RENEWAL.

New Business - Regular Agenda

14. 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 MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, TO APPROVE. (NO EMERGENCY HIRES)
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
 - B. PAYMENT OF FLSA TIME ACCRUED BY TELECOMMUNICATIONS OPERATOR JENNIFER NORRIS.
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE PAYMENT AS REQUESTED.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
 - C. UPDATE TO PERSONNEL MANAGEMENT SYSTEM BOOK 2 TO REPLACE SECTION 11.07 WITH A COMPUTER AND INFORMATION SECURITY POLICY.
MOTIONED BY MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, APPROVAL OF UPDATE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
15. CONSIDER REQUESTS FOR REVISIONS AND AMENDMENTS TO THE BUDGET, AS FOLLOWS:
 - A. FY2026 BUDGET REVISIONS AND AMENDMENTS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE;
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MILT PURVIS, APPROVE REVISIONS #2026-20 & AMENDMENTS #2026-20(A).
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
16. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES, AS FOLLOWS:

- A. LOTS 243 & 244, SECTION 22, BIG THICKET LAKE ESTATES, CAUSE #T25-0039, LOCATED IN PRECINCT 4.
MOTIONED BY JERRY CASSITY, SECONDED BY MILT PURVIS, TO ACCEPT OFFER.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- 17. CONSIDER APPOINTMENT OF THREE (3) POLK COUNTY ELECTED OFFICIALS TO SERVE ON THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG) BOARD OF DIRECTORS FOR THE 2026-2027 TERM.
MOTIONED BY MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, APPROVE APPOINTMENT OF COMMISSIONERS GUYLENE ROBERTSON, MILTON PURVIS, AND JERRY CASSITY.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- 18. REVIEW AND CONSIDER ANY AND ALL NECESSARY ACTION REGARDING RESULTS FOR RE-BID OF CRACKED FUEL PRODUCTS, AS FOLLOWS:
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, TO TABLE FOR CLARIFICATION.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- A. PRECINCT 1 RE-BID #2026.01.02.2
- B. PRECINCT 2 RE-BID #2026.02.02.2
- C. PRECINCT 3 RE-BID #2026.03.02.2
- D. PRECINCT 4 RE-BID #2026.04.02.2
- 19. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO EXPENDITURES FROM MAINTENANCE CAPITAL OUTLAY BUILDINGS (BUDGETED FUNDS), AS FOLLOWS:
 - A. DP FLOOR CARE & INTERIOR PROPOSAL TO REPAIR DRAINAGE AT POLK COUNTY MEMORIAL MUSEUM IN THE AMOUNT OF \$9,650 .
MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO DELETE (PER GRADY WOODS' REQUEST).
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
 - B. REPLACEMENT OF AIR CONDITIONING UNIT AT ANNEX BUILDING, NOT TO EXCEED \$11,990.00.
MOTIONED BY JERRY CASSITY, SECONDED BY MILT PURVIS, APPROVE PROPOSAL FROM FERRARA'S HEATING & A/C IN THE AMOUNT OF \$11,606.
VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

20. CONSIDER ANY AND ALL NECESSARY ACTION RELATED TO PURCHASE OF EVENTIDE 9-1-1 VOICE RECORDER SYSTEM FOR THE SHERIFF'S OFFICE, TO INCLUDE METHOD OF FUNDING.

MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, APPROVAL OF PURCHASE TO BE FUNDED FROM GENERAL FUND BALANCE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

21. CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH TEXAS LEGAL SERVICES CENTER FOR TEXAS LAW HELP KIOSK, TO BE LOCATED AT THE POLK COUNTY JUDICIAL CENTER.

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

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

22. CONSIDER APPROVAL OF FIVE-YEAR AGREEMENT WITH NEOGOV FOR APPLICANT INSIGHT AND ONBOARD MODULES.

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE, EFFECTIVE JULY 1, 2026 THROUGH SEPTEMBER 30, 2030, WITH A TOTAL CONTRACT AMOUNT OF \$112,386.45, TO BE PAID FROM INFORMATION TECHNOLOGY CONTRACTS LINE ITEM.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

BUDGET WORKSHOP:

23. CONSIDER ANY AND ALL NECESSARY ACTION RELATED TO EMPLOYEE HEALTH COVERAGE - MAJOR MEDICAL.

MOTIONED BY JERRY CASSITY, SECONDED BY MILT PURVIS, TO PREPARE TO SELECT A BROKER IN NOVEMBER TO SHOP THE HEALTHCARE MARKET FOR FY2028 GROUP HEALTH INSURANCE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO RENEW THE CURRENT PLAN WITH TEXAS ASSOCIATION OF COUNTIES FOR FY2027 GROUP HEALTH INSURANCE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

24. DISCUSS AND CONSIDER CHANGES TO THE 2027 PLAN OPTIONS AND CONTRIBUTION RATE FOR TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM.

DISCUSSION ONLY. NO ACTION TAKEN.

25. DISCUSS FY2027 BUDGET DEVELOPMENT.
26. DISCUSS AND CONSIDER NEW STAFFING REQUESTS TO BE INCLUDED IN THE FY2027 PROPOSED BUDGET.
DISCUSSION ONLY. NO ACTION TAKEN.
27. DISCUSS SALARIES, EXPENSES AND ALLOWANCES OF ELECTED OFFICIALS FOR FY2027.
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, APPROVE JUDGE MUPRHY'S RECOMMENDATION FOR NO CHANGES TO EXISTING COMPENSATION SCHEDULE FOR ELECTED OFFICIALS.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

Adjourn

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, ADJOURN AT 10:58 A.M.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED

SYDNEY MURPHY, COUNTY JUDGE

ATTEST:

SCHELANA HOCK, COUNTY CLERK

GRANT



- 5/8" IRON ROD FOUND FOR CORNER
 - ▲ 5/8" IRON ROD WITH YELLOW CAP STAMPED "COOK SURVEY RPLS 5388" SET FOR CORNER
 - 5/8" IRON ROD WITH BLUE CAP STAMPED "RPLS 5388 REF. POINT" SET FOR REFERENCE
- NOTE: BEARINGS SHOWN HEREIN ARE BASED UPON DEED CALLS FOR SAID 0.309 ACRE TRACT.



SCALE: 1" = 30'

RE-PLAT OF LOTS 3-6, BLOCK 2 OF
INDIAN HILL ESTATES, SECTION 1

PLAT OF A 0.16 ACRE TRACT AND A 0.15 ACRE TRACT IN THE THOMAS BARRIS SURVEY, A-10, POLK COUNTY, TEXAS AND BEING THE DIVISION OF A 0.309 ACRE TRACT CONVEYED BY JOEL TORNA AND WIFE, MICHELLE TORNA TO JAMES A. ZARZOUR, AMANDA K. ZARZOUR, AND TODD B. KINLOCH BY DEED DATED APRIL 6, 2028 AND RECORDED IN VOLUME 2058, PAGE 308 OF THE POLK COUNTY OFFICIAL RECORDS AND ALSO BEING PART OF LOTS 3-6, BLOCK 2, SECTION 1 OF INDIAN HILL ESTATES SUBDIVISION AS SHOWN ON A PLAT RECORDED IN VOLUME 1, PAGE 132 OF THE POLK COUNTY PLAT RECORDS.

I, ALAN COOK, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5308, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE UPON THE GROUND OF THE LAND SHOWN HEREON, THAT SAID SURVEY WAS MADE UNDER MY SUPERVISION, THAT SAID LAND HAS ACCESS TO AND FROM A PUBLIC HIGHWAY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLETES WITH THE URBAN PROFESSIONAL AND TECHNICAL STANDARDS FOR LAND SURVEYS ESTABLISHED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

SURVEYED: JUNE 15, 21 & 27, 2018 AND APRIL 8 & 10, 2028

Alan Cook
ALAN COOK, RPLS NO. 5308
COOK LAND SURVEYING INT., LLC
110 EAST ARROYO ST.
LAWRENCE, TX 77351
(504) 357-8164
COOKLANDSURVEY@GMAIL.COM
FIRM CERTIFICATION NO. 10000000



THIS REVISION OF PART OF LOTS 3-6, BLOCK 2, SECTION 1 OF INDIAN HILL ESTATES SUBDIVISION AS SHOWN ON A PLAT RECORDED IN VOLUME 1, PAGE 132 OF THE POLK COUNTY PLAT RECORDS AND THE DIVISION OF A 0.309 ACRE TRACT OWNED BY JAMES A. ZARZOUR, AMANDA K. ZARZOUR, AND TODD B. KINLOCH BY DEED DATED APRIL 6, 2028 AND RECORDED IN VOLUME 2058, PAGE 308 OF THE POLK COUNTY OFFICIAL RECORDS.

James A. Zarzour
James A. Zarzour
PRINTED NAME
Amanda K. Zarzour
Amanda K. Zarzour
PRINTED NAME
Todd B. Kinloch
Todd B. Kinloch
PRINTED NAME

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES A. ZARZOUR, AMANDA K. ZARZOUR, AND TODD B. KINLOCH KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF , A.D., 2028

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

APPROVED BY COMMISSIONERS COURT ON THE DAY OF , 2028.

POLK COUNTY JUDGE

ATTEST:
POLK COUNTY CLERK
STATE OF TEXAS
COUNTY OF POLK

I, SHELBAH MOORE, COUNTY CLERK OF POLK COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF , 2028, AT O'CLOCK , A.M., AND DULY RECORDED ON THE DAY OF , 2028, AT O'CLOCK , A.M., IN VOLUME , PAGE OF THE POLK COUNTY PLAT RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE THIS DAY OF , A.D., 2028.

COUNTY CLERK
POLK COUNTY, TEXAS

CURVE	BEARING	ARC LENGTH	CENTRAL ANGLE	CHORD	CHORD BEARING
C1	S30°30'00"E	44.82'	11°10'57"	44.82'	S87°47'31"W
C2	S45°00'00"E	44.82'	11°10'57"	44.82'	N08°57'31"E
DISTANCE					
H1	S87°47'31"W	11.58'			
H2	S45°00'00"E	11.58'			
H3	S30°30'00"E	11.58'			

FIELDNOTES OF 0.19 ACRE IN THE THOMAS BARRIS SURVEY, A-10, POLK COUNTY, TEXAS AND BEING PART OF A 0.309 ACRE TRACT CONVEYED BY JOEL TORNA AND WIFE, MICHELLE TORNA TO JAMES A. ZARZOUR, AMANDA K. ZARZOUR, AND TODD B. KINLOCH BY DEED DATED APRIL 6, 2028 AND RECORDED IN VOLUME 2058, PAGE 308 OF THE POLK COUNTY OFFICIAL RECORDS AND ALSO BEING PART OF LOTS 3-6, BLOCK 2, SECTION 1 OF INDIAN HILL ESTATES SUBDIVISION AS SHOWN ON A PLAT RECORDED IN VOLUME 1, PAGE 132 OF THE POLK COUNTY PLAT RECORDS. SAID 0.19 ACRE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID 0.309 ACRE TRACT AND THE NORTHWEST CORNER OF A 0.346 ACRE TRACT CONVEYED TO JAMES A. ZARZOUR AND WIFE, AMANDA K. ZARZOUR BY DEED RECORDED IN VOLUME 2058, PAGE 308 OF SAID OFFICIAL RECORDS, A POINT FOR CORNER IN THE NORTHWEST LINE OF SAID LOT 3 AND A SOUTHWEST LINE OF A 537.24 ACRE TRACT, TRACT E-4, CONVEYED TO TRINITY RIVER AUTHORITY OF TEXAS BY DEED RECORDED IN VOLUME 221, PAGE 573 OF THE POLK COUNTY DEED RECORDS AND ALSO BEING IN LINE LIVINGSTON.

THENCE WITH THE NORTHWEST LINE OF SAID LOTS 3-4 AND A SOUTHWEST LINE OF SAID 537.24 ACRE TRACT, S87°37'11"E, 30.53 FEET TO A POINT FOR CORNER.

THENCE ACROSS AND SENSING SAID 0.309 ACRE TRACT, S31°20'00"W, AT 18.32 FEET SET A 5/8" IRON ROD SET FOR REFERENCE AND CONTINUE ON SAME COURSE A TOTAL DISTANCE OF 20.05 FEET TO A 5/8" IRON ROD SET FOR CORNER.

THENCE S04°48'31"E, AT 31.80 FEET CROSSING THE COMMON LINE BETWEEN SAID LOTS 4 AND 5 AND CONTINUE ON THE SAME COURSE A TOTAL DISTANCE OF 191.04 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE SOUTH LINE OF SAID LOT 5 AND THE NORTH RIGHT OF WAY OF INDIAN HILLS BOULEVARD.

THENCE WITH THE SOUTH LINE OF SAID LOT 5 AND SAID NORTH RIGHT OF WAY IN A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°10'57", A RADIUS OF 230.00 FEET, A CHORD OF 187°57'42"W, 44.82 FEET, AND AN ARC LENGTH OF 44.82 FEET TO THE SOUTHWEST CORNER OF SAID 0.309 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 0.346 ACRE TRACT, FOUND A 5/8" IRON ROD FOR CORNER.

THENCE WITH THE WEST LINE OF SAID 0.309 ACRE TRACT AND THE EAST LINE OF SAID 0.346 ACRE TRACT, N07°27'41"E, AT 45.20 FEET CROSS THE COMMON LINE BETWEEN SAID LOTS 4 AND 5, AT 182.37 FEET CROSS THE COMMON LINE BETWEEN SAID LOTS 3 AND 4 AND CONTINUE ON THE SAME COURSE A TOTAL DISTANCE OF 213.17 FEET TO AN ANGLE CORNER OF SAID 0.309 ACRE TRACT AND SAID 0.346 ACRE TRACT, FOUND A 5/8" IRON ROD FOR CORNER.

THENCE CONTINUING WITH THE WEST LINE OF SAID 0.309 ACRE TRACT AND THE EAST LINE OF SAID 0.346 ACRE TRACT, N37°44'02"E, AT 84.40 FEET SET A 5/8" IRON ROD FOR REFERENCE AND CONTINUE ON THE SAME COURSE A TOTAL DISTANCE OF 11.58 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.16 ACRE OF LAND.

FIELDNOTES OF 0.15 ACRE IN THE THOMAS BARRIS SURVEY, A-10, POLK COUNTY, TEXAS AND BEING PART OF A 0.309 ACRE TRACT CONVEYED BY JOEL TORNA AND WIFE, MICHELLE TORNA TO JAMES A. ZARZOUR, AMANDA K. ZARZOUR, AND TODD B. KINLOCH BY DEED DATED APRIL 6, 2028 AND RECORDED IN VOLUME 2058, PAGE 308 OF THE POLK COUNTY OFFICIAL RECORDS AND ALSO BEING PART OF LOTS 3-6, BLOCK 2, SECTION 1 OF INDIAN HILL ESTATES SUBDIVISION AS SHOWN ON A PLAT RECORDED IN VOLUME 1, PAGE 132 OF THE POLK COUNTY PLAT RECORDS. SAID 0.15 ACRE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID 0.309 ACRE TRACT AND THE NORTHWEST CORNER OF THE RESERVE OF SAID LOTS 5 & 6 CONVEYED TO TODD B. KINLOCH BY DEED RECORDED IN VOLUME 2387, PAGE 808 OF SAID OFFICIAL RECORDS, A POINT FOR CORNER IN THE NORTHWEST LINE OF SAID LOT 6 AND A SOUTHWEST LINE OF A 537.24 ACRE TRACT, TRACT E-4, CONVEYED TO TRINITY RIVER AUTHORITY OF TEXAS BY DEED RECORDED IN VOLUME 221, PAGE 573 OF THE POLK COUNTY DEED RECORDS.

THENCE WITH THE EAST LINE OF SAID 0.309 ACRE TRACT AND THE WEST LINE OF THE RESERVE OF SAID LOTS 5 AND 6, S38°31'51"W, AT 3.57 FEET CROSS THE COMMON LINE BETWEEN SAID LOTS 5 AND 6, AT 8.00 FEET PASS A 5/8" IRON ROD FOUND FOR REFERENCE AND CONTINUE ON THE SAME COURSE A TOTAL DISTANCE OF 18.53 FEET TO AN ANGLE CORNER OF SAID 0.309 ACRE TRACT AND THE RESERVE OF SAID LOT 5, FOUND A 5/8" IRON ROD FOR CORNER.

THENCE CONTINUING WITH THE EAST LINE OF SAID 0.309 ACRE TRACT AND THE WEST LINE OF THE RESERVE OF SAID LOT 5, S14°25'44"E, 171.88 FEET TO THE SOUTHWEST CORNER OF SAID 0.309 ACRE TRACT, THE SOUTHWEST CORNER OF SAID LOT 6, AND THE SOUTHWEST CORNER OF SAID LOT 8, FOUND A 5/8" IRON ROD FOR CORNER IN THE NORTH RIGHT OF WAY OF INDIAN HILLS BOULEVARD.

THENCE WITH THE SOUTH LINE OF SAID LOT 5 AND SAID NORTH RIGHT OF WAY IN A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°10'57", A RADIUS OF 230.00 FEET, A CHORD OF S87°45'21"W, 44.82 FEET, AND AN ARC LENGTH OF 44.82 FEET TO A 5/8" IRON ROD SET FOR CORNER.

THENCE ACROSS AND SENSING SAID 0.309 ACRE TRACT, N08°47'31"E, AT 158.30 FEET CROSS THE COMMON LINE BETWEEN SAID LOTS 4 AND 5 AND CONTINUE ON THE SAME COURSE A TOTAL DISTANCE OF 191.04 FEET TO A 5/8" IRON ROD SET FOR CORNER.

THENCE N31°20'00"W, AT 13.82 FEET SET A 5/8" IRON ROD FOR REFERENCE AND CONTINUE ON THE SAME COURSE A TOTAL DISTANCE OF 20.05 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF SAID 0.309 ACRE TRACT, THE NORTHWEST LINE OF SAID LOT 4, AND THE SOUTHWEST LINE OF SAID 537.24 ACRE TRACT.

THENCE WITH THE NORTH LINE OF SAID 0.309 ACRE TRACT, THE NORTHWEST LINE OF SAID LOTS 4-6, AND A SOUTHWEST LINE OF SAID 537.24 ACRE TRACT, S07°37'11"E, 32.31 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.15 ACRE OF LAND.

INDIAN HILLS BOULEVARD

COUNTY CLERK
POLK COUNTY, TEXAS

GRANT



**2026 PROCLAMATION DECLARING
JUNE AS ELDER ABUSE PREVENTION AWARENESS MONTH**

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this city by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a widespread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, there were 123,852 reports of abuse older adults and people with disabilities in Texas in 2024; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, elder abuse is everyone's business, it's important to strengthen our efforts to prevent, report and address elder abuse.

NOW, THEREFORE, I Judge Sydney Murphy, Polk County Judge do hereby proclaim the month of June 2026 to be Elder Abuse Prevention Month in Polk County and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Dated this 23rd of June, 2026



Sydney Murphy, Polk County Judge



Polk County, Texas

ORDER

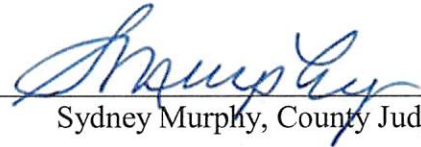
OF THE POLK COUNTY COMMISSIONERS COURT

Designating Surplus/Salvage Property and Disposition thereof

WHEREAS, in a regular meeting of the Polk County Commissioners Court held June 23, 2026 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 June 23, 2026.

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

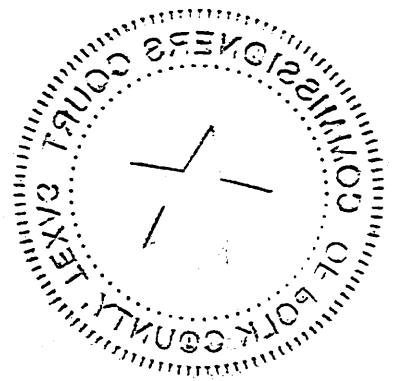


Schelana Hock, County Clerk
Polk County, Texas



[Faint, illegible text covering the majority of the page, likely bleed-through from the reverse side.]

1851



Polk County Asset Management Form

Type of Request (check one):

Transfer
Surplus/Salvage
Waste ☒

Date of Request:

6-3-26

Inventory Items	Description of Equipment	Serial Number/VIN	County Asset Number
	Vinyl Plotter	B17060226	N/A

Transferring/Selling Dept:

Maintenance

Dept Head Signature:



Receiving Department:

Dept Head Signature:

Notes:

Polk County Asset Management Form

Type of Transaction (check one)

Transfer ☒
Surplus/Salvage ☐
Waste ☐

X

Date of Transaction

6/15/2026

Inventory
Items

Description of Equipment	Serial Number	Property Number
5 OFFICE CHAIRS		

Transferring/Selling Dept.

JUSTICE OF THE PEACE PCT 1

Dept. Head Signature

Low L. May Jr.

Receiving Department

SHERIFF'S DEPARTMENT PATROL/DETECTIVE DIVISION

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

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

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BALANCE	INVESTMENT BAL	END BALANCE
GENERAL	2,490,090.43	2,101,365.69	3,146,931.02	1,444,526.10	22,683,777.49	24,129,303.59
HOTEL TAX	166,184.51	6,899.79	17,630.68	155,453.62	-	155,453.62
JCTF	9,669.55	61.08	-	9,730.63	-	9,730.63
CO CHILD ABUSE PREV	2,764.66	3.68	-	2,768.34	-	2,768.34
ROAD & BRIDGE LEASE	(111,991.78)	-	-	(111,991.78)	-	(111,991.78)
FIRE MARSHAL	21,523.04	2,258.50	-	23,781.54	39,900.69	63,682.23
ENERGY SAVINGS PROGRAM	-	-	-	-	-	-
GUARDIANSHIP FUND	43,207.21	630.00	-	43,837.21	-	43,837.21
COURT FACILITY FEE FUND	93,633.39	1,785.60	-	95,423.99	-	95,423.99
ROAD & BRIDGE PCT 1	2,378,126.94	72,410.17	159,058.79	2,291,478.32	408,874.62	2,700,352.94
ROAD & BRIDGE PCT 2	1,978,746.55	79,870.30	156,666.18	1,901,950.68	24,761.44	1,926,712.12
ROAD & BRIDGE PCT 3	2,255,275.26	180,504.50	183,849.32	2,251,930.44	779,729.03	3,031,659.47
ROAD & BRIDGE PCT 4	1,587,095.61	94,560.59	162,670.79	1,518,985.41	397,011.01	1,915,996.42
LATERAL ROAD PCT 1	-	-	-	-	133,674.42	133,674.42
LATERAL ROAD PCT 2	-	-	-	-	119,591.59	119,591.59
LATERAL ROAD PCT 3	-	-	-	-	198,205.52	198,205.52
LATERAL ROAD PCT 4	-	-	-	-	62,490.20	62,490.20
COUNTY SPECIALTY COURT	4,502.59	-	-	4,502.59	-	4,502.59
JP SECURITY	43,562.16	14.26	-	43,576.42	-	43,576.42
SECURITY	(10,487.01)	5,170.96	25,655.57	(30,971.62)	-	(30,971.62)
COURT REPORTER SERV	2,477.03	28.54	0.72	2,504.85	-	2,504.85
LOCAL TRUANCY PRE	-	-	-	-	-	-
ENV SERVICE	675,231.30	-	120.00	675,111.30	-	675,111.30
DISASTER REIMB	-	-	-	-	-	-
LANGUAGE ACCESS FUND	13,622.88	267.84	-	13,890.72	-	13,890.72
LAW LIBRARY	215,725.36	3,124.80	515.00	218,335.16	-	218,335.16
OPIOID ABATEMENT TRUST	278,187.20	-	-	278,187.20	-	278,187.20
SALARY GRANTS	223,426.17	18,596.61	22,335.14	219,687.64	-	219,687.64
JURY DONATION-VETERANS	1,216.00	-	-	1,216.00	-	1,216.00
RESTORATION PROJECTS	(1,366,768.39)	-	221,825.66	(1,588,594.05)	6,322,050.10	4,733,456.05
SB22 SALARY ASST GRANT	717,494.47	630.21	17,252.23	700,872.45	-	700,872.45
PRE TRIAL INTERVENTION	189,848.79	4,948.25	4,338.32	190,460.72	-	190,460.72
D A SPECIAL	2,764.84	-	-	2,764.84	-	2,764.84
D A HOT CHECK	25,318.65	-	-	25,318.65	-	25,318.65
TRUANCY COURT COST	13,943.35	500.00	-	14,443.35	-	14,443.35
AGING	199,535.36	42,714.30	48,917.25	193,332.41	54,806.66	248,139.07
MUSEUM FUND	-	-	-	-	-	-
LONG TERM RECOVERY	5,470.69	-	113.56	5,357.13	-	5,357.13
SHERIFF COMMISSARY	288,127.74	8,606.90	-	296,734.64	-	296,734.64
DEBT SERVICE	1,264,325.84	66,453.58	-	1,330,779.42	1,838.59	1,332,618.01
DEBT SVC-ENV SVC	-	-	-	-	959,485.99	959,485.99
IAH CIVIGENICS-ICE DISBUR	-	214,076.29	214,076.29	-	-	-
JUDICIARY	113,648.52	61,234.01	1,067.45	173,815.08	-	173,815.08
SHERIFF DEPT ASSET FOR	(5,001.81)	-	-	(5,001.81)	76,357.26	71,355.45
DA CONTRABAND	14,960.54	-	-	14,960.54	141,417.06	156,377.60
CONSTABLE 1 CONTRA	1,529.59	-	77.19	1,452.40	-	1,452.40
DRG SEIZURE PEND	1,587.09	7,255.00	7,255.00	1,587.09	265,192.84	266,779.93
CO CLERK RECORDS MGMT	370,297.01	22,456.00	1,983.00	390,770.01	377,587.88	768,357.89
CO RECORDS MGMT FUND	24,046.32	266.46	-	24,312.78	-	24,312.78
DC RECORDS MGMT	149,749.89	2,536.70	-	152,286.59	-	152,286.59
CO & DIST CT TECH	6,501.19	92.21	-	6,593.40	-	6,593.40
PROBATION	61,793.63	9,581.80	189,004.04	(117,636.35)	-	(117,636.35)
TOTAL	14,440,967.37	3,008,905.62	4,581,341.20	12,868,524.05	33,046,752.39	45,915,276.44
CREDIT CARDS	-	147,940.81	147,835.81	105.00	-	105.00
CC COUNTY CLERK	-	129.00	129.00	-	-	-
JP#3	-	5,868.00	4,512.00	1,356.00	-	1,356.00
HISTORICAL COMMISSION	130,055.89	391.45	10,650.00	119,797.34	-	119,797.34
AMERICAN RESCUE PLAN	701,055.47	2,133.81	24,000.00	679,189.28	664,798.95	1,343,988.23
GRANT FUNDS	551,045.27	743,729.91	570,854.30	723,820.88	-	723,820.88
CDBG BUYOUT	-	-	-	-	-	-
LOCAL ASSIST&TRIBAL CON	139,680.50	431.82	-	140,112.32	-	140,112.32
D A CHECK RESTITUTION	213.26	-	-	213.26	-	213.26
RETIREE HEALTH INS	5,148,309.05	39,462.98	51,983.47	5,135,788.56	-	5,135,788.56
CDNST PCT 1 FED REV	-	-	-	-	-	-
PAYROLL	-	1,078,458.53	1,078,459.79	(1.26)	-	(1.26)
PERMANENT SCHOOL	17,231.70	53.13	46.50	17,238.33	538,222.09	555,460.42
AVAILABLE SCHOOL	94,282.66	338.12	-	94,620.78	235,630.10	330,250.88
FED EQUITABLE SHARE	50,320.02	-	-	50,320.02	-	50,320.02
GRAND TOTAL	21,273,161.19	5,027,843.18	6,469,912.07	19,831,084.56	34,485,403.53	54,316,488.09

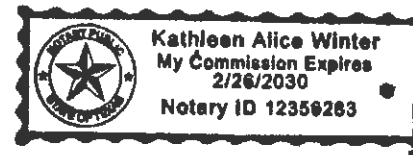
I HEREBY CERTIFY THAT THE FOREGOING
REPORT IS TRUE AND CORRECT

Terri Williams
COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12TH DAY OF MAY, 2026

Kathleen Alice Winter



MAY 27, 2026 THROUGH JUNE 9, 2026

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	BOWMAN REYNOLDS	ROAD & BRIDGE PRECINCT 1	108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	112/1 \$41,941.00	RESIGNATION EFFECTIVE 6/11/2026
(2)	MACI MCDANIEL	DISTRICT CLERK	106 DEPUTY CLERK	REGULAR FULL-TIME	108/1 \$35,569.00	RESIGNATION EFFECTIVE 6/10/2026
(3)	BRYON MILLER	SHERIFF	215 INMATE WORK CREW SUPERVISOR	REGULAR FULL-TIME	214/3 \$49,439.00	DISCRETIONARY INCREASE TO 214/4, \$50,484 EFFECTIVE 6/15/2026
(4)	REBECCA MARSH	COMMISSIONERS COURT	1046 ASSISTANT TO COMMISSIONER	REGULAR FULL-TIME	115/7 \$54,278.00	RECLASSIFICATION TO 212, 115/7, \$54,278 EFFECTIVE 6/29/2026
(5)	LINDA SLOAN	EMERGENCY MANAGEMENT	1045 COMPUTER RECORDS SPECIALIST	REGULAR FULL-TIME	1045 \$47,707.00	RECLASSIFICATION TO 1237, 113/6, \$48,717 EFFECTIVE 6/29/2026
(6)	JOHN FUGATE	FIRE MARSHAL	911 COUNTY FIRE MARSHAL/ FIRE INVESTIGATO	REGULAR FULL-TIME	117/3 \$51,202.00	RECLASSIFICATION TO 912, 117/3, \$51,202 EFFECTIVE 6/29/2026
(7)	TAMMY PLATTENBURG	SOCIAL SERVICES	1271 SOCIAL SERVICES DIRECTOR	REGULAR FULL-TIME	117/2 \$50,022.00	RECLASSIFICATION TO 1271, 117/2, \$50,022 EFFECTIVE 6/29/2026
(8)						
(9)						
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(22)						
(23)						
(24)						
(25)						
(26)						

JUNE 10, 2026 THROUGH JUNE 23, 2026

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	ALYSON EDWARDS	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL	107/1 16.42/HR	RESIGNATION EFFECTIVE 6/11/2026
(2)	SARAH CRANE	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL	107/1 16.42/HR	NEW HIRE EFFECTIVE 6/29/2026
(3)	MAKAYLA WILLIFORD	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL	107/1 16.42/HR	NEW HIRE EFFECTIVE 6/29/2026
(4)	CANDRA MINATREA	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL	107/1 16.42/HR	NEW HIRE EFFECTIVE 6/29/2026
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						

Polk County



BYRON LYONS

Sheriff

1733 N. Washington
Livingston, Texas 77351
(936) 327-6810

ANTHONY LOWRIE
Chief Deputy

SHERRY SPRAYBERRY
Adm. Assistant

Honorable Sydney Murphy and Commissioner's

Jennifer Norris currently has 93 hours of FLSA on the books, she is requesting to be paid 73 hours at \$24.48 an hour equaling \$1,787.04. This money can be taken out of unpaid salaries for this expense.

A handwritten signature in black ink that reads "Byron A. Lyons".

Sheriff Byron Lyons

A handwritten signature in blue ink, appearing to be "A. Lowrie", with the number "802" written below it.

Chief Deputy A Lowrie

Polk County Computer & Information Security Policy

(To replace 11.07)

PURPOSE:

This policy establishes a comprehensive framework for the protection, management, and appropriate use of Polk County's information technology systems, networks, and data. Its purpose is to safeguard county resources, ensure compliance with applicable state and federal laws, and minimize the risk of unauthorized access, data loss, or service disruption. County IT resources are intended for official business use and must be used in accordance with accepted business practices, applicable laws, and the Texas Public Information Act.

OBJECTIVE:

The objective of this policy is to ensure the availability, integrity, and accountability of Polk County's information systems and the data they process.

DEFINITIONS:

For the purpose of this policy the following definitions shall apply:

- a. *Information Systems* shall mean all county-administered devices including computers, servers, networks, peripherals, and related equipment.
- b. *Networks* shall mean all voice, video, and data systems, including routers and storage devices.
- c. *Chief Information Security Officer(CISO)* shall mean the individual appointed by Commissioners Court with authority over county information systems and resources.

PROCEDURES:

Polk County establishes the following standards:

(1) General

- 1.1. Unauthorized use, alteration, destruction, or disclosure of information system assets is a computer-related crime, punishable under Texas statutes and federal laws.
- 1.2. Attempting to circumvent security or administrative access controls for Information Resources is a violation of this policy.
- 1.3. Assisting someone else or requesting someone else to circumvent security or administrative access controls is a violation of this policy.
- 1.4. Persons violating the Computer Security policy will be subject to appropriate administrative and criminal sanctions.
- 1.5. All user passwords for Information Systems Users will be prompted periodically by systems to change their password according

to the password policy. The county uses basic password standards as stated in CJIS policy v5.9.5.

- a. (Please refer to the CJIS Password Policy – v5.9.5 for instruction and information pertaining to the creation and security of passwords)

- 1.6. The employee is responsible for all actions and functions performed by their user name and/or password.
- 1.7. When an employee terminates employment, their access to Information Resources will be terminated.
- 1.8. All computers must have virus protection software installed determined by the IT department.
- 1.9. Access to the internet and network is controlled by the Information Technology Department, and approved by the Polk County Commissioners' Court.
- 1.10. Unauthorized access to information systems is prohibited. No one should use the ID or password of another; nor should anyone provide their ID or password to another. Security misconfigurations should be reported to your supervisor.
- 1.11. No software or hardware will be loaded or installed onto county information resources without the *permission* of the Information Technology Department in order to maintain compliance and integrity. This includes but is not limited to, computers, printers, network hardware, wireless access points, wireless network cards, or any other wireless devices as well as any software upgrades available on the internet.
- 1.12. Any hard drive removed from a workstation or server is destroyed via an approved method by the IT department and not sold.
- 1.13. No non-county cell phone, tablet, or handheld device should be connected to a county device at any time.
- 1.14. The Chief Information Security Officer is authorized to limit or revoke network access for individuals not in compliance with all information Security policies and related procedures. In the cases where Polk County Resources are actively threatened, the Chief Information Security Officer should act in the best interest of Polk County. Urgent situations require immediate action and the Chief Information Security Officer is authorized to disconnect affected individuals or departments from the network. In case of

noncompliance with this policy, Polk County may apply appropriate employee sanctions or administrative actions, in accordance with the relevant Polk County Policy.

- 1.15. It is the responsibility of the Information Technology Department to maintain the integrity of the county network and protect it from threats. In accordance with this, the Information Technology Department has a web filtering system in place. Any act to circumvent this system without proper approval to bypass the block will result in disciplinary action.

(2) System Requests

- 2.1. Only users with approval from their respective Elected Official or Department Head and IT will be granted access to our internal network via VPN. (Disclosure of VPN credentials or allowing VPN access is prohibited for non-authorized users)
- 2.2. Security camera footage for internal purposes only must be requested in writing and submitted to either the IT Department or the Sheriff's Office, as the administrators of the system. All others must go through a public records request.
- 2.3. Employees requiring IT assistance with their computer systems must submit a work order through the Polk County website information technology page prior to service being performed unless it is an emergency. Emergency situations should be followed up with a work order within one (1) business day.

(3) Responsibility

- 3.1. Every elected official, department head and supervisor is responsible for the security of information systems and information resources in all offices under their jurisdiction and responsibility.
- 3.2. All requests and deviations of this policy must be made in writing to the Chief Information Security Officer by the elected official or department head, and will be reviewed based on the amount of risk to Polk County.
- 3.3. No personal or non-county owned computers shall be connected to Polk County's internal network at any time.

- 3.4. Polk County will not be responsible and/or liable for any employees personal computer, mobile devices, and/or peripherals that they have taken upon themselves to utilize in county owned spaces.
- 3.5. If an Elected Official, Department Head, or Supervisor has approved for a county employee to purchase with county funds a wireless mouse or keyboard then that department and employees are responsible for any issues that arise from those devices to include batteries, as the IT Department provides a wired mouse and keyboard for standard official use.
- 3.6. The Chief Information Security Officer may delegate their responsibilities in the event that he\she will be unavailable. The Chief Information Security Officer may designate an Information Security Officer to aid with the duties and responsibilities. The Information Security Officer will also be responsible for taking on the role of Chief Information Security Officer in the event the sitting Chief Information Security Officer is unable to perform their duties.
- 3.7. It is the responsibility of the Information Technology Department to facilitate the required annual Cyber Security and AI Awareness Training and report to the state upon completion. All county employees who use a computer for at least 25% of their job duties are required to complete these trainings annually, as mandated by the State of Texas.
- 3.8. All employees must promptly, and no later than one (1) hour following discovery, report suspected or confirmed security incidents, including phishing emails, unauthorized access, lost devices, or data breaches, to the Information Technology Department. Failure to report incidents may result in disciplinary action.
- 3.9. All county information systems are subject to monitoring, logging, and auditing. Users should have no expectation of privacy when using county systems. Activity may be reviewed for security, compliance, and operational purposes.
- 3.10. County email systems shall not be used to open suspicious attachments, click unknown links, or transmit sensitive information without proper safeguards. Users must exercise caution to prevent phishing and social engineering attacks.
- 3.11. Confidential, sensitive, or law enforcement data must be stored,

transmitted, and accessed only in accordance with applicable state and federal regulations, including CJIS requirements where applicable.

- 3.12. It is the responsibility of all employees to not log into personal email accounts on county computers or to transmit any CJI/PII/HIPAA data through personal email accounts. This is a direct violation as they are not controlled environments maintained by the county and therefore cannot meet the policy requirements for protecting the data.

(4) Privacy

- 4.1. User Privacy Not Guaranteed. Users should be aware, however, that no information system is completely secure. Individuals within and outside of the county may find ways to access files. **Accordingly, Polk County cannot and does not guarantee user privacy** and all users should be continuously aware of this fact.
- 4.2. Repair and Maintenance of Equipment. Users should be aware that on occasion, duly authorized county information technology personnel have authority to access individual user files or data in the process of performing repair or maintenance. This is to ensure adequate storage capacity and performance for county needs. Information Technology personnel performing repair or maintenance are prohibited by law from exceeding their authority of access for repair and maintenance purposes or from using individual user files or data for any purpose other than repair or maintenance services performed by them.
- 4.3. Any TLETS (Texas Law Enforcement Telecommunications System) workstations visible to the public must be equipped with a screen protector to prevent unauthorized viewing.

(5) Penalties

- 5.1. If unauthorized software, hardware or configuration changes are found on any county owned equipment, a written warning will be placed in the employee's file.
- 5.2. Upon the first violation of the Computer Security policy, a written warning will be placed in the employee's personnel file. Further disregard of the policy will result in removal of the user's access rights to all computers and the system. Be also advised that continued violation of the Policy will result in punitive action against the employee and may result in referral for criminal prosecution.

(6) **Policy Review**

- 6.1. This policy shall be reviewed no less than annually by the Chief Information Security Officer and updated as needed.



Polk County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT17373 - K26A20/K26R20

Adjustment Number	Budget Code	Description	Adjustment Date
K26A20	FY2026 General Budget	K26A20 BUDGET AMENDMENTS	6/23/2026

Summary Description: K26A20 BUDGET AMENDMENTS FOR COMMISSIONERS COURT APPROVAL

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>020-340-2900</u>	COURT FACILITY FEE	CERTIFY REVENUE	0.00	-2,057.00	-2,057.00
June:	-2,057.00				
<u>020-5600-4501</u>	COURT FACILITY EXPENSES	CERTIFY REVENUES	0.00	2,057.00	2,057.00
June:	2,057.00				
<u>021-342-4600</u>	INSURANCE CLAIMS	TAC INS CLAIM REV Q TOLAR	0.00	-7,897.93	-7,897.93
June:	-7,897.93				
<u>021-6621-4560</u>	PARTS & REPAIRS	TAC INS CLAIM REV Q TOLAR	98,500.00	7,897.93	106,397.93
June:	7,897.93				
<u>023-6623-3390</u>	ROAD MATERIALS	FROM 023 FUND BALANCE	983,450.76	568,930.00	1,552,380.76
June:	568,930.00				

Adjustment Number	Budget Code	Description	Adjustment Date
K26R20	FY2026 General Budget	K26R20 BUDGET REVISIONS	6/23/2026

Summary Description: K26R20 BUDGET REVISIONS FOR COMMISSIONERS COURT APPROVAL

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>021-6621-3150</u>	OFFICE SUPPLIES	K26R20 BUDGET REVISIONS	300.00	300.00	600.00
June:	300.00				
<u>021-6621-3300</u>	FURNISHED TRANSPORTATION	K26R20 BUDGET REVISIONS	50,000.00	5,400.00	55,400.00
June:	5,400.00				
<u>021-6621-3380</u>	CULVERTS	K26R20 BUDGET REVISIONS	18,500.00	5,000.00	23,500.00
June:	5,000.00				
<u>021-6621-3540</u>	TIRES	K26R20 BUDGET REVISIONS	10,000.00	5,500.00	15,500.00
June:	5,500.00				
<u>021-6621-4270</u>	TRAVEL TRAINING	K26R20 BUDGET REVISIONS	5,700.00	750.00	6,450.00
June:	750.00				
<u>021-6621-4900</u>	MISCELLANEOUS	K26R20 BUDGET REVISIONS	196,360.77	-16,950.00	179,410.77
June:	-16,950.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
FY2026 General	FY2026 General Budget	<u>020-340-2900</u>	COURT FACILITY FEE	0.00	-2,057.00	-2,057.00
		<u>020-5600-4501</u>	COURT FACILITY EXPENSES	0.00	2,057.00	2,057.00
		<u>021-342-4600</u>	INSURANCE CLAIMS	0.00	-7,897.93	-7,897.93
		<u>021-6621-3150</u>	OFFICE SUPPLIES	300.00	300.00	600.00
		<u>021-6621-3300</u>	FURNISHED TRANSPORTATION	50,000.00	5,400.00	55,400.00
		<u>021-6621-3380</u>	CULVERTS	18,500.00	5,000.00	23,500.00
		<u>021-6621-3540</u>	TIRES	10,000.00	5,500.00	15,500.00
		<u>021-6621-4270</u>	TRAVEL TRAINING	5,700.00	750.00	6,450.00
		<u>021-6621-4560</u>	PARTS & REPAIRS	98,500.00	7,897.93	106,397.93
		<u>021-6621-4900</u>	MISCELLANEOUS	196,360.77	-16,950.00	179,410.77
		<u>023-6623-3390</u>	ROAD MATERIALS	983,450.76	568,930.00	1,552,380.76
			FY2026 General Total:	1,362,811.53	568,930.00	1,931,741.53
			Grand Total:	1,362,811.53	568,930.00	1,931,741.53

Fund Summary

Fund	Before	Adjustment	After
Budget Code: FY2026 General - FY2026 General Budget Fiscal: 2025-2026			
020	0.00	0.00	0.00
021	379,360.77	0.00	379,360.77
023	983,450.76	568,930.00	1,552,380.76
Budget Code FY2026 General Total:	1,362,811.53	568,930.00	1,931,741.53
Grand Total:	1,362,811.53	568,930.00	1,931,741.53

Re-Bid Number: 2026-01.02.2

Description: Pct 1 Cracked Fuel

Item	Bidder:	Ergon Asphate & Emulsions
Bid price per ton		\$691.00
Demurrage Fee		\$0.00
Restocking Fee		None
Unloading & Spreading Fee		\$0.00
Delivery Time Minimum / Maximum hours		24 / 48
Delivery Amt Minimum / Maximum tons		10 / 25
road oil will be refined & supplied by:		Ergon Asphate & Emulsions

Notes:

Re-Bid Number: 2026-02.02.2

Description: Pct 2 Cracked Fuel

Item	Bi	Ergon Asphate & Emulsions
Bid price per barrel		\$691.00
Demurrage Fee		\$0.00
Restocking Fee		None
Unloading & Spreading Fee		\$0.00
Delivery Time Minimum / Maximum hours		24 / 48
Delivery Amt Minimum / Maximum barrels		10 / 25
road oil will be refined & supplied by:		Ergon Asphate & Emulsions
Notes:		

Re-Bid Number: 2026-03.02.2

Description: Pct 3 Cracked Fuel

Item	Bi	Ergon Asphate & Emulsions
Bid price per barrel		\$691.00
Demurrage Fee		\$0.00
Restocking Fee		None
Unloading & Spreading Fee		\$0.00
Delivery Time Minimum / Maximum hours		24 / 48
Delivery Amt Minimum / Maximum barrels		10 / 25
road oil will be refined & supplied by:		Ergon Asphate & Emulsions
Notes:		

Re-Bid Number: 2026-04.02.2

Description: Pct 4 Cracked Fuel

Item	Bi	Ergon Asphate & Emulsions
Bid price per barrel		\$691.00
Demurrage Fee		\$0.00
Restocking Fee		None
Unloading & Spreading Fee		\$0.00
Delivery Time Minimum / Maximum hours		24 / 48
Delivery Amt Minimum / Maximum barrels		10 / 25
road oil will be refined & supplied by:		Ergon Asphate & Emulsions
Notes:		



Ferrara's Heating and Air Conditioning, Inc.

Phone 936-639-5259

P.O. Box 154107 Lufkin, TX 75915

www.ferrarashvac.com

TACLA26820C

Commercial Office

1810 W. Frank Ave.
Lufkin, TX 75904

Residential Office

1810 N. Timberland Dr.
Lufkin, TX 75901

Nacogdoches Office

3415 NW Stallings Dr.
Nacogdoches, TX 75964

PROPOSAL

Polk County Annex	Date 6-16-26
Livingston TX.	

We are pleased to submit our proposal/estimate for the HVAC system upgrades outlined below. Proposal specifically includes the following:

SCOPE OF WORK

1. To remove existing Trane 5-ton Gas / Electric roof top unit.
2. Install new Trane 5-ton Gas / Electric roof top unit on existing curb.
3. Connect new unit back to existing electrical gas line and drain line.
4. Start unit and check operation.
5. All work is based on regular working hours M-F 7:30 AM to 4:30 PM

Note: Estimated lead time 3 to 5 days from acceptance.

Equipment: Trane 5-ton Gas Package Unit

Total \$ 11,606.00

Proposal scope specifically excludes the following:

- Cutting, framing, and patching of holes in roof, walls, ceilings, or floors
- Any work with voltages greater than 50 volts, AC or DC
- Electrical disconnects are not integral to the HVAC equipment being installed.
- Connections, interlock, sensors, detectors, or wiring associated with any life safety equipment.

Thank you for the opportunity to present this proposal.

ALL WORK SHALL BE COMPLETED IN A WORKMAN-LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.

Submitted by:

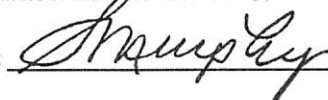
JOHN MARSHALL

COMMERCIAL SERVICE

JMARSHALL@FERRARASHVAC.COM

Acceptance of Proposal

THIS PROPOSAL AND THE TERMS CONSTITUTE THE ENTIRE AGREEMENT. THIS PROPOSAL BECOMES A CONTRACT UPON WRITTEN APPROVAL BY AUTHORIZED REPRESENTATIVE AND IF ACCEPTED IN WRITING BY THE CUSTOMER WITHIN 30 DAYS OF SUBMISSION DATE.

SIGNATURE:  DATE: 6/23/2026



Deep East Texas Council of Governments & Economic Development District

1405 Kurth Drive, Lufkin, Texas 75904
(936) 634-2247 Fax: (936) 639-2700

June 5, 2026

Sheriff Byron Lyons
Polk County Sheriff's Office
1733 N. Washington
Livingston, Texas 77351

REF: 9-1-1 Recorder Purchase Authorization

Sheriff Lyons,

Included in the DETCOG strategic plan for 9-1-1 service delivery for FY 2025, the Polk County Sheriff's Office was scheduled to replace its 9-1-1 voice recorder system. A request was made to solicit a quote for recorder replacement from a vendor of your choice.

DETCOG has reviewed the proposed system quote by VistaCom and finds the proposal consistent with the strategic plan and all applicable Commission on State Emergency Communications (CSEC) rules. DETCOG will reimburse Polk County, the maximum amount allowed by CSEC rules, **not to exceed \$30,000**. Costs above \$30,000 will be the responsibility of Polk County. The County's portion based on the quote is \$29,987.00

The County is authorized to issue the appropriate purchase order consistent with your county's procurement policies. DETCOG will **reimburse** the county up to **\$30,000 if all the criteria have been met, as follows:**

- **Complete installation** of the system by August 31, 2026,
- **submission of the invoice from the vendor**, and
- **a copy of the check** issued by the County to complete the payment for this transaction.

The reimbursement request should be submitted by, or no later than, September 30, 2026, with all supporting documentation to ensure timely processing of your request using FY 2025 funds.

You can contact me directly at 409-381-5252 with questions or further assistance.

Respectfully,

Charlesetta Malone, Director
DETCOG Regional 9-1-1 Network

Cc: Kandyce Jones, Communications Supervisor, Polk County Sheriff's Office
Lonnie Hunt, Executive Director/DETCOG
Honorable Sydney Murphy, Polk County Judge
Jeff Adams, 9-1-1 Senior Program Specialist



Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

Eventide Recorder Quote

Quote # HOU006293

Version 1

Polk County Sheriffs Department (TX)



Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Houston, TX
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www.vistacomtx.com

Remit, Sales and Support

Tuesday, June 02, 2026

Polk County Sheriffs Department (TX)
Casey Lowrie
1733 N Washington Ave
Livingston, TX 77351
cassandra.lowrie@co.polk.tx.us

Dear Casey,

Thank you for allowing Vista Com to prepare a quotation for your recording solution. Vista Com has over a 30 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to deliver the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find key areas that describe the solution.

- Hardware - this is the physical components to be installed at your site.
- Software - each solution requires software that is licensed to you for your recorder.
- Services - items that are one time charges and represent labor and support for your solution.

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

Important Note - the point at which the recorder equipment connects to the customer equipment is referred to as the demarcation point. The customer and/or its vendors are responsible for any required connections to this demarcation point such as cabling, equipment programming, or equipment relocation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,

Robin Clevenger
Regional Sales Manager
Vista Com

Disclosures

All order cancellations are subject to a 35% restocking charge once order has been placed. Your solution is custom built for your environment. Vista Com will make every attempt to modify changes once purchase has been placed however the customer is ultimately responsible for any financial implications for order changes after the order is placed.

Solution Design - we make every attempt to ensure the attached quote is exact and matches your requirements. Please pay special attention to our description of goods and services to ensure it matches your requests. If Vista Com inspects your site location and determines that our solution does not match your communicated requirement, we will promptly revise this quote.

Customer Demarcations - The point at which the recording equipment is connected to the customer equipment is termed "demarcation point". The demarcation point can be a physical cable connection to a demarcation block or it can be a network cable connected to a customer network switch. Due to vendor and customer liabilities it is accepted that Vista Com is responsible for cabling and recorder connection from the demarcation point and the customer is responsible for all cabling, configuration, and coordination for recorded devices to the demarcation block.

Install Guide - Vista Com requires information about your network and user environment before installation of the recording solution. This information includes necessary information proprietary to the customer such as network addresses, user names/passwords, channel assignments and user rights. It is understood that the customer will answer this proprietary information to Vista Com prior to installation in order for the services to be conducted quickly and efficiently.

By acceptance of this offer you accept the disclosures above as part of this agreement.

Eventide Recorder Quote



Robin Clevenger

Prepared by:

Vista Com
Robin Clevenger
281-516-9800 ext 201
Fax (281) 518-7056
robin@vistacomtx.com

Prepared for:

Polk County Sheriffs Department (TX)
1733 N Washington Ave
Livingston, TX 77351
Casey Lowrie
cassandra.lowrie@co.polk.tx.us
(936) 327-6888

Quote Information:

Quote #: HOU006293
Version: 1
Delivery Date: 06/02/2026
Expiration Date: 06/30/2026

Part Number	Hardware	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
IMPORTANT NOTE This quotation does not include potential tariff costs, which may be applicable based on the importing country's trade policies and the value of the goods or services. These costs may increase the final price, and we will notify you of any such increases before the final.						
NexLog 740DX Hardware Bundle	NexLog 740DX Hardware Bundle NexLog 740DX Base Hardware Configuration	1	\$19,295.00	\$19,295.00	\$16,158.00	\$16,158.00
	NexLog 740 DX-Series Base System NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1				
	Integrated 7" Color LCD Touch Screen Display for NexLog 740 Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1				



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	Upgrade NexLog 740 DX-Series to 2x4TB HotSwap MegaRAID1=4TB Upgrade NexLog 740 DX-Series (at time of order) to 2x4TB HotSwap MegaRAID1=4TB storage	1				
NexLog 740DX Channel Bundle	NexLog 740DX Channel Bundle Eventide User Channel Activation Bundle Provides TDM, VoIP, RoIP Licensing for Playback	1	\$34,500.00	\$34,500.00	\$28,891.00	\$28,891.00
	8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses 8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	1				
	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses	10				
Nexlog Storage & Power Bundle	Nexlog Storage & Power Bundle Eventide User Storage & Power Bundle	1	\$2,405.00	\$2,405.00	\$2,405.00	\$2,405.00
	NAS Rackmountable Appliance Based 1U NAS Rackmount Network Attached Storage Appliance (Linux Technology) With 2 2Tb Hard Drives	1				
	TRIPP LITE UPS 1500VA Rackmount TRIPP LITE UPS Smart 1500VA 900W Rackmount TowerLCD AVR	1				

Part Number	Software	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
NexLog 740DX Software Bundle	NexLog 740DX Software Bundle Eventide User Software Bundle and Licensing	1	\$13,285.00	\$13,285.00	\$11,126.00	\$11,126.00
	Enhanced Reports Engine Enhanced Reports Engine	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				



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	NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration SMDR	1				

Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof Serv Install Bundle	Prof Service Installations Bundle Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre- Configuration, Onsite Installation, System Integrations, and De-trash	1	\$7,432.00	\$7,432.00	\$7,432.00	\$7,432.00
Prof Service Training Bundle	Prof Service Training Bundle Professional Services, Training Programs Designed To Your Solution. Includes Materials, Training Class, and Follow Up Support	1	\$500.00	\$500.00	\$500.00	\$500.00
					\$7,932.00	\$7,932.00

Part Number	Discount	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Vista Com	Discount Discount and recorder trade-in	1	(\$6,525.00)	(\$6,525.00)	(\$6,525.00)	(\$6,525.00)
					(\$6,525.00)	(\$6,525.00)

Quote Summary					Amount
Hardware					\$47,454.00
Software					\$11,126.00
Services					\$7,932.00
Discount					(\$6,525.00)
Total					\$59,987.00

Payment Terms			No. of Payments		Amount
Net 30			1	None	\$59,987.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



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A handwritten signature in blue ink, appearing to read "Murphy", written over a horizontal line.

Signature

June 23, 2026

Date

Eventide®

NexLog™

**DX
SERIES**

**Advanced Recording Solutions
for Mission-Critical Communications**



Recording Systems • Software Solutions • Edge Capture Devices

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



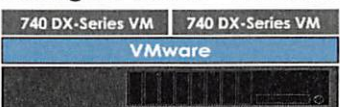
Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 4U Rack-Mountable

Smart Edge Capture Device™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

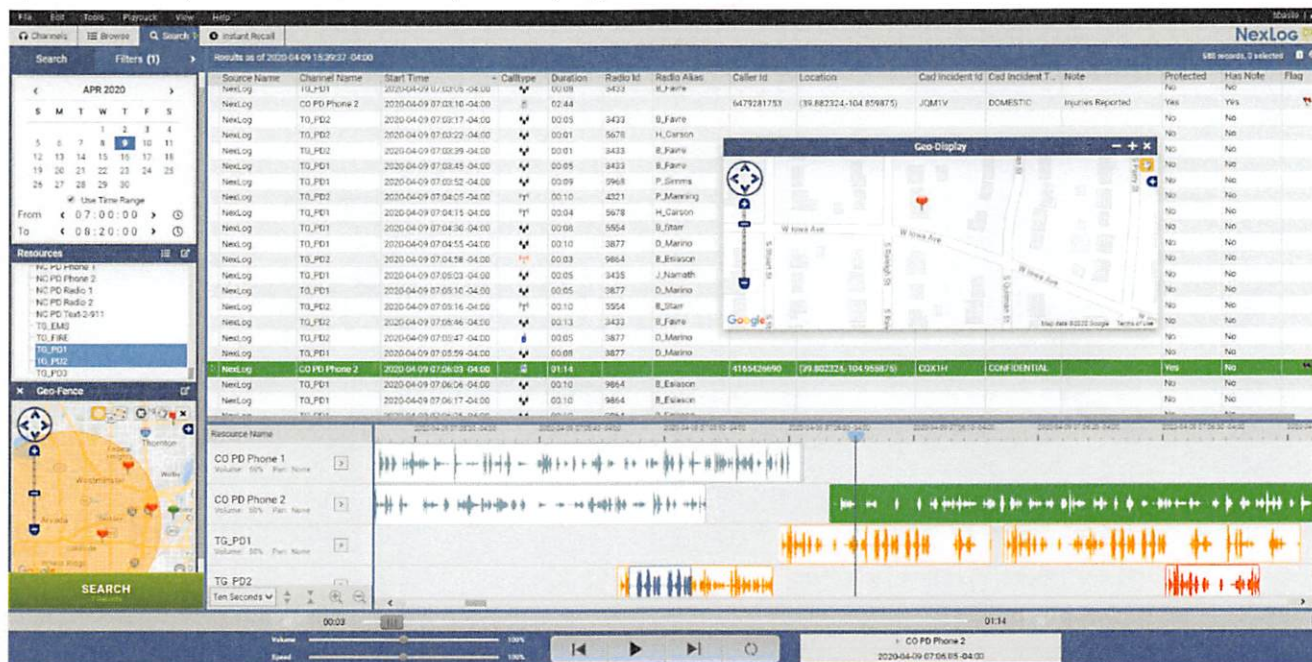
NexLog DX-Series™ Virtual Recording Software Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with ESXi

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.

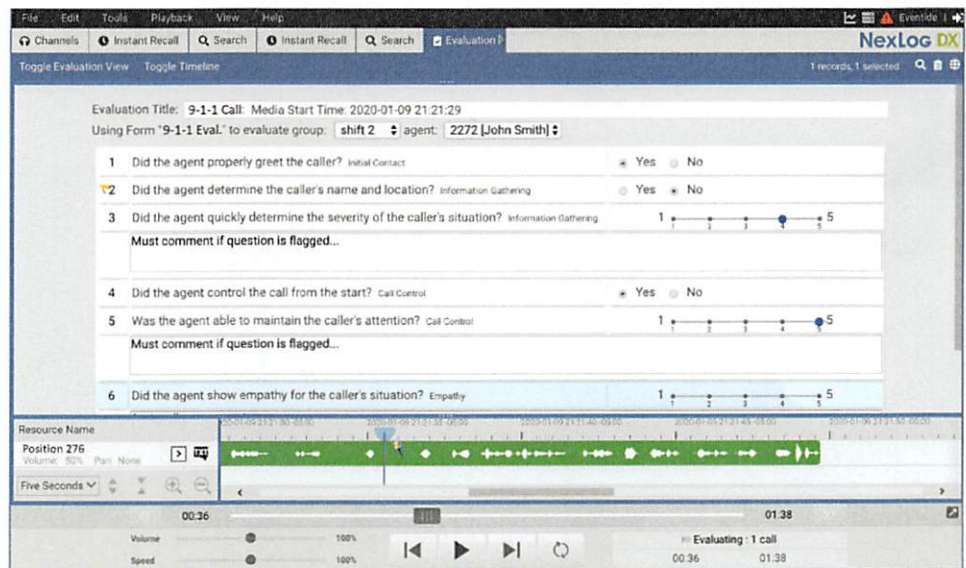


Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback • Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings • Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** • Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support • Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing • Upload videos and images to an incident for storage and replay***

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

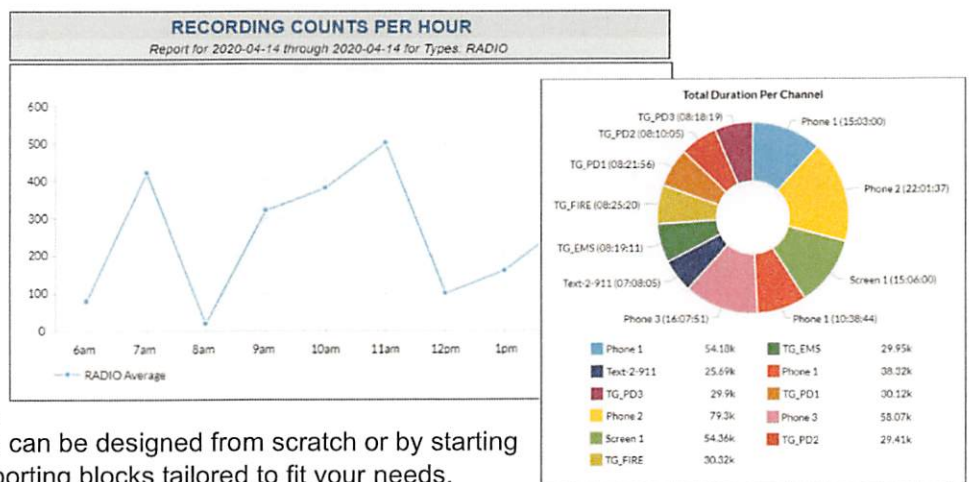
Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

► **NexLog DX-Series Software Update Subscription (DXSUS)**

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

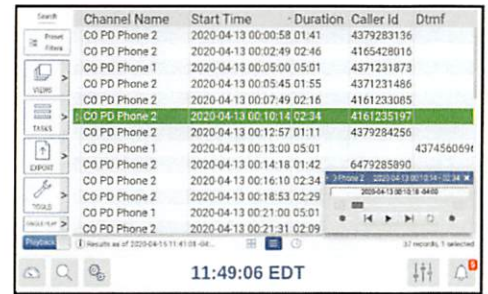
The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, DX-Series virtual recording solution or Smart Edge Capture Device. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fylde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Geoconex
RapidDeploy
Central Square: Inform,
Zuercher & Sungard

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Omnitronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IPConsole
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
iNEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
InduStronic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.

VistaCOM

For more information please contact Us:

Vista Com

9824 Whithorn Drive, Houston, Texas 77095 USA Tel: +281-516-9800

www.vistacomtx.com

Email: Sales@vistacomtx.com

142339-14

VistaCOM



About Us

Vista Com is an authorized distributor, dealer, and service provider for industry leading operational recording solutions. We specialize in providing consultation, installation, and support. We are authorized dealers of Eventide, Revcord, Verint, call recording solutions. Our technicians are factory trained and available to ensure your products work as intended for years of reliable service.

Our company employees pride themselves in customer service. From sales to service we understand our customers' needs first and strive to exceed expectations.

We stay abreast of technology and incorporate the best the industry has to offer in your solution. Our technicians work closely with our partners to ensure we are providing the best service for your application.

Our Solutions

We provide solutions to analyze spoken and visual interaction within your environment. From contact center to public safety, we equip you with hardware and software then enable you to review and improve the customer experience and optimize your operation. Our engineers integrate recording hardware within your technology environment and provide you with intuitive software to review your recordings. Our solutions enable you to reconstruct events, analyze and then react to these events in a productive manner.

- **Contact Centers**
- **Court and Interrogation**
- **Compliance**
- **Service**

Our solutions are backed by industry leaders in voice recording and digital video. Vista Com provides expert consultation on the most economically productive solution that closely matches your business flow ensuring minimal disruption to your operations while improving your customer experience.

Our Process

Vista Com believes in providing a strong pre-sale experience to ensure your solution is designed to surpass your call recording requirements. The key to a good integration is to determine the need. Some customers want basic call recording that will enable



them to easily retrieve call interactions with their company. Others want to be able to query this call data by caller ID, length of call, key words, etc. Then others want to understand what their

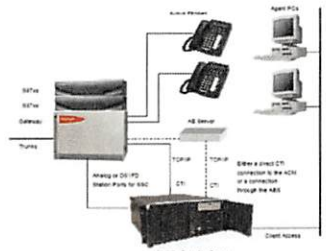
call center agents were viewing on their displays and software applications at the precise time a customer triggered some event. The key point is that a proper integration to accomplish the customer expectation must be met through a thorough understanding of how the solution will be used.

At Vista Com we employ a 5-step process that guides us through the customer solution. Each step is designed to interact with our customers to ensure the solution we are designing for you meets and exceeds your expectation. We wish for you to achieve the greatest value for your investment and not have to invest in a solution that you will not use or one that will under serve your organization.

System Design

Once the key inputs are gathered, we will begin designing a solution. Some examples of the key items we must know are:

- Type of phone trunks from your service provider to your PBX or phone system
- The type of PBX or phone system you have including the firmware revision level
- Where the system will be installed
- Archiving requirements, user access, security...



After we have the key inputs, we can then design a solution. If the particular application is complex or unique, we work very closely with our OEM's and alliances. There are literally 1000's of various scenarios that can be designed and by working as a team with our alliances we can quickly determine the best value for your application.

Support

Vista Com service personnel are employees of the company. This is important to us. We want to control the customer experience that you receive and put our service personnel through training de-signed to help us maintain the quality that you expect. Each service employee maintains the factory training required of our key alliances. This is often a yearly certification process. Call recording companies that rely upon outsourced service personnel may find it difficult to achieve the customer quality required and sometimes may be exposed to service personnel that may not be familiar with your solution or may not have the proper knowledge to quickly service the need.



What you can expect from Vista Com

- 24x7x365 toll free phone support—with warranty or maintenance plans, your solution will have access to our local service personnel any time.
- On-site service to fit your schedule
- Training programs specifically designed for your application and your personnel
- Extended maintenance programs—ensure you trouble free operation should you ever have an issue, need new training, or just desire a comfort knowing your system has factory coverage

Contact Us

Contact us and schedule a consultation. Vista Com sales personnel are trained to understand your recording needs and provide you with consultation and written quotes.

We often demonstrate the recording technology on-site at your locations. Give us a call to schedule a demo.



**Houston Office
(Headquarters)**
9824 Whithorn Drive
Houston, TX 77095

Oklahoma Office
4200 Perimeter Center Dr.
Suite 140
Oklahoma City, OK 73112

Web: www.vistacomtx.com

Phone: 281-516-9800

Toll-free: 800-708-6423

E-mail: sales@vistacomtx.com

Texas Legal Services Center

TexasLawHelp Kiosk – TAJF FUNDED

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between:

TLSC	Texas Legal Services Center (“TLSC”), 1901 E. Riverside Drive, Suite A-120, Number 501, Austin, Texas 78741
Community-Based Partner	Polk County, Texas _____, with an address of 101 W. Church Street, Livingston, TX 77351.

Background

TLSC operates a statewide network of TexasLawHelp Kiosks located in courts, agencies, nonprofit organizations, libraries, and other community sites. The TexasLawHelp Kiosk provides a public access point for online court participation, legal information, legal referrals, and related support services.

1. Term

This MOU becomes effective when signed by both parties and will remain in effect for at least one year, unless terminated earlier under Section 7.

After the initial one-year term, the parties may continue the arrangement by mutual agreement.

This MOU is contingent on TLSC’s continued funding for the TexasLawHelp Kiosk program. If funding is reduced or discontinued, TLSC will provide prompt written notice to the Community-Based Partner, and the parties will consult in good faith to determine whether to continue under modified terms or to wind down the arrangement in an orderly way.

The parties may review this MOU annually at the request of either party.

If kiosk use falls below 10 hours per month for 5 consecutive months, either party may request a review of the placement and discuss whether the kiosk should remain at the site. Before ending the placement for low usage, the parties will work together in good faith on outreach and other reasonable steps to improve public awareness and use.

2. TLSC Responsibilities

- Provide, at no cost to the Community-Based Partner, a computer setup suitable for video meetings, the kiosk interface, and access to TexasLawHelp.org.
- Provide additional equipment reasonably needed for an effective kiosk station, which may include a printer, scanner, desk, chair, headset, privacy panels, privacy screen, keyboard, mouse, and outreach materials.
- Provide technical support for the kiosk equipment after installation, including privacy protections between user sessions.
- Provide practical, non-legal assistance to help users access and use online meeting technology, including for remote court appearances.
- Provide brief legal information and referral support for qualifying kiosk users, including help locating legal information, legal aid, and forms on TexasLawHelp.org.
- Provide supplemental printed and outreach materials to support use of the kiosk.

TLSC Grant Based MOU

Page 1 of 4



- Designate a contact person for coordination with the Community-Based Partner and provide updated contact information within 15 business days of any change.
- Maintain reasonable communication with the Community-Based Partner regarding the kiosk and TLSC-provided services.

3. Community-Based Partner Responsibilities

- Provide adequate space, accessibility, power, and secure internet service for the kiosk equipment.
- Ensure the network can bypass a captive portal (a captive portal is a Wi-Fi login or splash page that appears before a device can access the internet) or firewall settings that block key kiosk functions and provide IT contact information needed for setup and support, including any required website whitelisting. (see attached addendum)
- If the site uses its own printer or scanner rather than TLSC-provided equipment, ensure the TLSC computer can access that equipment.
- Use the kiosk equipment only in support of the kiosk site and not as a general workstation for staff.
- Designate a contact person for coordination with TLSC and provide updated contact information within 15 business days of any change.
- Notify TLSC within 5 business days if the kiosk equipment is moved to a new address.
- Provide TLSC reasonable remote and in-person access to the kiosk equipment for support and maintenance.
- Monitor the kiosk's basic condition and notify TLSC when equipment problems require replacement or support beyond routine local troubleshooting.
- Place the kiosk in a visible and appropriate location to allow access to community patrons.
- Keep the kiosk equipment and surrounding area reasonably clean and professional.
- Take reasonable steps to protect the kiosk equipment from theft, loss, or damage.

4. Liability and Risk Allocation

Each party is responsible for its own acts and omissions, and for the acts and omissions of its employees and agents, to the extent allowed by law.

TLSC is responsible for the content and support services it provides through the TexasLawHelp Kiosk. TLSC is not responsible for the condition of, or injuries arising from, the premises where the kiosk is located, because TLSC does not own, control, or manage those premises.

The Community-Based Partner is not responsible for ordinary loss or damage to TLSC-owned equipment except to the extent caused by the Partner's failure to take reasonable protective steps described in this MOU.

All kiosk equipment remains the property of TLSC and is provided as-is, subject to TLSC's support and replacement obligations in this MOU.

5. Equipment; Theft or Damage

The Community-Based Partner will take reasonable steps to protect the kiosk equipment while it is located at the host site.

So long as TLSC continues to receive funding for the TexasLawHelp Kiosk program and has funds available, TLSC will replace stolen or damaged kiosk equipment at TLSC's expense.



List of equipment provided to the host site:

- Kiosk desk (48x24) with monitor, printer
- Printer/Scanner Combination
- Keyboard, Mouse, Headset, and Ring Light
- Electronic Desk with Privacy Panels
- Chair
-
-

6. Host Site

The Community-Based Partner agrees to host one TexasLawHelp Kiosk at the following physical address:

_____.

7. Termination

Either party may terminate this MOU by giving 15 days' written notice to the other party.

Within 15 days after termination, the Community-Based Partner will return all TLSC-owned kiosk equipment to TLSC, unless the parties agree in writing to another arrangement.

8. Signatures

TEXAS LEGAL SERVICES CENTER	COMMUNITY-BASED PARTNER
Mailing Address: 1901 E. Riverside Drive, Suite A-120, Number 501 Austin, Texas 78741	Organization Name: Polk County, Texas
Signer Name: Karen Miller Signer Title: Executive Director Signer E-Mail: kmiller@tlsc.org Signer Phone: 512-477-6000	Mailing Address: 101 W. Church Street Livingston, TX 77351
Signature: 	Signer Name: Sydney Murphy Signer Title: Polk County Judge Signer E-Mail: county.judge@co.polk.tx.us Signer Phone: 936-327-6813
Date: Jun 28, 2026	Signature:  Date: 6/23/2026



Tech Addendum

- Host sites are required to provide connections to power and internet 24/7. This is necessary to ensure that the Legal Kiosk receives the necessary software and security updates. Internet connection must be on a stable, unfiltered network WITHOUT a captive portal. A captive portal is a pop-up that comes up right after you connect to a Wifi network that either asks you to log in or click to agree to the end-user agreement for the WiFi. Legal Kiosks CANNOT be connected to a captive portal.
- Example of Captive Portal



- Host sites are also required to whitelist the following IP addresses and ports to allow for the Legal Kiosk to function properly. This allows the Legal Kiosk program to deliver on reporting needs.

Your server address and port

Your monitored computers need to be able to communicate with Teramind's server. Some companies have firewalls that prevent this from happening. If you're having trouble seeing your agents on the dashboard, ask your network administrator to configure your firewall to allow traffic to the host and port below.

Server IP	Port
129.159.72.20	10804
rt.teramind.co	443
www.teramind.co	443
130.162.220.151	443

Still can't connect? E-mail support@teramind.co and we'll be happy to help.



Document ub6wiNNvSL0xohBGhV4MmwiFWx-_H2t9hLGhazqamNk was completed with Countersign on June 28, 2026.

Document Verification is available. Compare the content of this PDF against a known cryptographic checksum to verify that the PDF has not been altered.

COMPLETED FOR

Candi
crivera@tlsc.org

COMPLETED BY

Karen Miller
kmiller@tlsc.org


Signed

June 28, 2026
18:15 PDT

Karen Miller
kmiller@tlsc.org
Austin, TX, USA
12.75.8.73


Sent

June 26, 2026
08:42 PDT

Candi
crivera@tlsc.org
Circle D-KC Estates, TX, USA
8.9.160.61

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-663858	Order #:	Q-480647
Customer:	Polk, County of (TX)	Valid Until:	6/30/2026
Effective Employee Count:	343		
Sales Rep:	Vincent VanAuker		

Customer Contact		Shipping Contact	
Billing Contact:	Polk, County of (TX) Casey Lowrie	Shipping Contact :	Polk, County of (TX) Casey Lowrie
Billing Address:	602 East Church, Suite 105 Livingston, TX 77351	Shipping Address:	602 East Church, Suite 105 Livingston, TX 77351
Billing Contact Email:	casey.lowrie@polktx.gov	Shipping Contact Email:	casey.lowrie@polktx.gov
Billing Phone:	9363276802	Shipping Phone:	9363276802

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Start Date	End Date	License Type	Total (USD)
Insight Subscription	Recurring	7/1/2026	9/30/2026	Employee Based	\$2,126.80
Insight Setup	Services			Employee Based	\$3,638.50
Onboard Subscription	Recurring	7/1/2026	9/30/2026	Employee Based	\$1,860.95
Onboard Setup	Services			Employee Based	\$2,183.00
Year 1 TOTAL:					\$9,809.25

Year 2

Item	Type	Start Date	End Date	License Type	Total (USD)
Onboard Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$9,734.20
Insight Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$11,124.80
Year 2 TOTAL:					\$20,859.00

Year 3

Item	Type	Start Date	End Date	License Type	Total (USD)
Onboard Subscription	Recurring	10/1/2027	9/30/2028	Employee Based	\$12,024.60
Insight Subscription	Recurring	10/1/2027	9/30/2028	Employee Based	\$13,742.40
Year 3 TOTAL:					\$25,767.00

Year 4

Item	Type	Start Date	End Date	License Type	Total (USD)
Onboard Subscription	Recurring	10/1/2028	9/30/2029	Employee Based	\$12,711.72
Insight Subscription	Recurring	10/1/2028	9/30/2029	Employee Based	\$14,527.68
Year 4 TOTAL:					\$27,239.40

Year 5

Item	Type	Start Date	End Date	License Type	Total (USD)
Onboard Subscription	Recurring	10/1/2029	9/30/2030	Employee Based	\$13,398.84
Insight Subscription	Recurring	10/1/2029	9/30/2030	Employee Based	\$15,312.96
Year 5 TOTAL:					\$28,711.80

Total: | \$112,386.45

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form and the services to be furnished pursuant to this Order Form are being procured through NEOGOV's Sourcwell contract #030425-PDMS and subject to the most recently published version of the NEOGOV Services Agreement set forth here: <https://www.neogov.com/service-specifications>. The services provided to Sourcwell member # 6592 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

Find a copy of our W-9 [here](#).

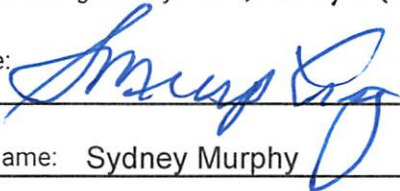
Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By: **Polk, County of (TX)**

Signature: _____



Printed Name: Sydney Murphy

Title: Polk County Judge

Date: 6/23/2026

Signed By NEOGOV:

Signature: _____

Signed by:



A4DZ736519A94EE...

Printed Name: Brian Gelston

Title: Revenue Accounting Manager

Date: 6/24/2026 | 6:59:40 AM PDT

SERVICES AGREEMENT

V052226

Customer agrees that by placing an order through a NEOGOV standard ordering document or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) the date of Customer signature on an applicable Order Form; or (ii) use of the Services commences for the Initial Term or Renewal Term, as applicable (the “Effective Date”).
2. SaaS Subscription. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application set forth on an Order Form and subsequently made available by NEOGOV to Customer. NEOGOV may make written service specifications or technical documentation available to Customer (“Service Specifications”). Service Specifications describe the SaaS Applications as a general matter, are provided for informational purposes only, do not constitute representations or warranties, and are not incorporated into this Agreement unless expressly attached as an exhibit and incorporated by reference herein. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder under the Order Form. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, Customer shall not access, and shall not permit any third party to access, the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Services in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Services to the Customer.
 - b) Managing Authorized Users.
 - i) Authorized Users. Customer is responsible for: (A) managing the Authorized Users on its account on the Services, and (B) each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. Customer is solely in control of the individual permissions on the Customer’s

account. Authorized Users may be designated by department, division, or business unit of Customer (each, a “Permitted Division”) on the applicable Order Form or in writing to NEOGOV, and in such case, Authorized Users shall access and use the Services solely for the benefit of their designated Permitted Division(s). Customer shall not reassign Authorized Users across Permitted Divisions, or permit Authorized Users to access Customer Data of any other division, department, or business unit, without NEOGOV’s prior written consent, and any such expansion may be subject to additional fees.

- ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User’s lawful use of Customer Data and the operation of the Services; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Services, or Customer’s failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services.

- a) Professional Services. “Professional Services” shall mean consulting, implementation and/or training services concerning the SaaS Applications as detailed in an Order Form or NEOGOV Scope of Work (“SOW”). Each Order Form or SOW will describe the work to be performed, fees, and any applicable milestones, dependencies, and technical specifications. Professional Services are subject to the Professional Services Addendum available on the NEOGOV Site and incorporated herein. Order Forms or SOWs must be signed by Customer before NEOGOV commences work. If Customer executes a separate SOW, this Agreement and its incorporated documents (including the Professional Services Addendum) will control in the event of any conflict. NEOGOV retains all right, title, and interest in and to any deliverables, tools, know-how, or other materials developed, created, or provided in connection with the Professional Services, excluding Customer Data.
- b) Implementation. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User administrators grasp the system. Implementation is conducted off-site unless otherwise agreed in the Order Form. The length of the implementation time is dependent on the type of Service and the Customer’s responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer’s delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- c) Product Documentation; Training Materials. “Product Documentation” means all user guides, training, implementation materials, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV grants Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute the Product Documentation internally via non-public platforms during the Term solely for Customer’s internal business purposes in connection with its use of the Services. Primary training is conducted by self-review of online materials. NEOGOV’s pre-built online training consists of tutorials introducing standard features and functions (the “Training Materials”), which may be used as reference material by Customer Personnel.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the

date of NEOGOV's invoice. Fees shall be invoiced annually in advance. For multi-year Terms, the fees for the first year shall be invoiced upon execution and the fees for future years shall be invoiced annually in advance of each subsequent 12 month period unless otherwise set forth on the Order Form, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order Form. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least sixty (60) days' notice prior to commencement of a Renewal Term. New pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Disputed Invoices. If Customer, in good faith, disputes any portion of an invoice, Customer shall notify NEOGOV in writing within ten (10) days after the invoice date, describing the nature of the dispute in reasonable detail; otherwise, the invoiced amounts shall be deemed accepted. Customer shall timely pay all undisputed portions of the invoice. The parties shall cooperate in good faith to promptly resolve any disputed amounts, and any amounts ultimately determined to be payable to NEOGOV shall be due within ten (10) days after resolution and may accrue late fees from the original due date.
 - d) Purchase Orders. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement. Failure by NEOGOV to reference a Customer purchase order number on an invoice shall not relieve Customer of its obligation to pay amounts due when invoiced, and issuance or acceptance of a purchase order is not a condition precedent to NEOGOV's right to payment.
6. Term and Termination. Either party may terminate this Agreement at any time when there is no Order Form then in effect by giving the other party thirty (30) days written notice.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of their respective obligations hereunder, unless it is terminated earlier in accordance with this Agreement. The initial term of the SaaS Subscriptions shall be as specified in the Order Form and shall remain in effect for the term specified therein (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Services is separate from any other order for any other Services. Customer may purchase certain Services independently of other Services. Customer's obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following the non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, or regulation. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other

NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. **Maintenance; Modifications; Support Services.**
 - a) **Maintenance, Updates, Upgrades.** NEOGOV manages the hardware and software infrastructure for the Services, which may be hosted or operated by third-party service providers. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to Customer.
 - b) **Support.** NEOGOV shall provide support for the Services in accordance with the Service Level Agreement made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement (the "SLA"). Support hours, response times, priority classifications, and escalation procedures are governed by the SLA. To the extent of any conflict between this Section and the SLA, the SLA shall control.
 - c) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation. NEOGOV has no obligation to maintain or support any beta, trial, proof of concept, or evaluation features or services, which are provided "as is" and may be modified or discontinued at any time.
9. **NEOGOV Intellectual Property.**
 - a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. All use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
 - b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). All Feedback shall be the sole and exclusive property of NEOGOV and may be used by NEOGOV in any way without restriction or obligation to Customer.
10. **Data Processing and Privacy.**
 - a) **Customer Data.** "Customer Data" shall mean all data provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a worldwide, limited, non-exclusive, royalty-free license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Upon notice to Customer, NEOGOV reserves the right to delete Customer Data stored, transmitted or published by Customer

using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

- b) Platform Data. “Platform Data” shall mean aggregated, anonymized, de-identified, or statistical data derived from the access to, use of, operation, or performance of the Services, including usage patterns, feature utilization, system interactions, performance metrics, analytics, trends, benchmarking data, and market or workforce insights. Platform Data does not identify Customer, any individual, or any user and cannot reasonably be used to do so. NEOGOV may use Platform Data for lawful business purposes, including to operate, support, improve, benchmark, and develop its products and services. NEOGOV will not attempt to re-identify Platform Data. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data.
- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data (as defined in the DPA). In the event of any conflict between this Agreement and the DPA with respect to the processing of Personal Data, the DPA will control.
- d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards, consistent with industry standards, for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures designed for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all Customer Data, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, disclosure and transfer of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing or described in the Product Documentation, Customer shall not maintain any financial, health, payment card, or other similar sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification. NEOGOV’s notice and any related communications are not an admission of fault or liability. Each party shall be responsible for its own obligations under applicable breach notification laws. If applicable law requires notice to affected individuals, regulators, or others, the Customer shall be responsible for notices relating to its relationship with such individuals unless otherwise required by law or finally determined to be the legal responsibility of NEOGOV.
- f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term using the existing features and functionality of the Services. If Customer cannot export or delete Customer Data using such features and functionality, NEOGOV will, upon Customer's written request, make the Customer Data available for export or destroy it. If Customer requires export in a format other than that provided by NEOGOV, such services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer is solely responsible for determining its data retention obligations under applicable law, and NEOGOV disclaims all liability in connection with such determination. To the extent Customer retains Customer Data on NEOGOV's systems beyond any applicable legally required retention period, NEOGOV disclaims all liability in connection therewith, including any claims related to loss or destruction of such data. Notwithstanding the foregoing, NEOGOV may retain copies of Customer Data in system backups to the extent

required by applicable legal or regulatory obligations or for the establishment, exercise, or defense of legal claims, provided that any such retained data remains subject to the confidentiality and security obligations set forth herein until deleted.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein and disclaims all liability in connection with the Third Party Services. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
 - a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without a duty of nondisclosure and without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors, and its professional advisors (including legal counsel and auditors), who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein, or are otherwise bound by statutory, regulatory, or professional obligations of confidentiality.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by court order or subpoena to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
 - d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. Representations, Warranties, and Disclaimers.
 - a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
 - b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (i) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Services without violating any third party's proprietary or privacy rights, including Intellectual Property rights; (ii) Customer Data does

not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (iii) Customer will use the Services in compliance with all laws, rules, regulations, and this Agreement.

- c) Service Performance. NEOGOV's service performance obligations are governed exclusively by the Service Level Agreement ("SLA") made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The SLA version in effect as of the Order Form execution date shall govern Customer's subscription for the applicable Term. The remedies set forth in the SLA constitute Customer's sole and exclusive remedy, and NEOGOV's entire liability, for any failure by NEOGOV to meet its service performance obligations. NEOGOV makes no representations or warranties regarding service performance beyond those expressly set forth in the SLA.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Internet and Cloud Service Providers. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OVER THE INTERNET OR THROUGH THIRD PARTY CLOUD, HOSTING, TELECOMMUNICATIONS, STORAGE, OR OTHER INFRASTRUCTURE PROVIDERS, INCLUDING PROVIDERS USED TO HOST, STORE, PROCESS, TRANSMIT, OR SUPPORT THE SERVICES (SUCH AS AWS OR SIMILAR PROVIDERS). SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE AND AVAILABILITY OF INTERNET CONNECTIVITY AND THIRD PARTY SYSTEMS AND SERVICES THAT ARE OUTSIDE NEOGOV'S CONTROL. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT CUSTOMER'S ACCESS TO OR USE OF THE SERVICES. ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS LIABILITY FOR ANY DELAYS, INTERRUPTIONS, OUTAGES, DATA TRANSMISSION FAILURES, STORAGE FAILURES, LOSS OF CONNECTIVITY, OR OTHER PERFORMANCE ISSUES CAUSED BY OR RESULTING FROM SUCH THIRD PARTY SERVICES OR INFRASTRUCTURE PROVIDERS.
- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.
- g) Artificial Intelligence and Machine Learning. Artificial Intelligence and Machine Learning. NEOGOV may incorporate artificial intelligence and machine learning features within the Services. AI features will be disclosed within the Services interface. Customer may enable, disable, or configure each AI feature within its subscription in accordance with the controls made available by NEOGOV, which may vary by feature. The parties' rights and obligations regarding AI features are governed by the AI Addendum made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The version of the AI Addendum in effect on the date Customer first activates any AI feature under this Agreement shall govern for the duration of the then-current Term, unless otherwise agreed in writing. NEOGOV shall retain the governing version of the AI Addendum on file and shall provide a copy to Customer upon written request.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, including laws providing for the sovereign immunity of government entities or limiting governmental liability, Customer will defend and indemnify NEOGOV from and against

any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO

BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall, to the extent permitted by applicable law, reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Notice may be provided via email to Customer's designated contact or via in-application notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service. NEOGOV's discontinuation of such Service shall not materially reduce the core functionality of the applicable Service during the notice period.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, citizen engagement or other human resource or public safety related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. Customer is solely responsible for obtaining all necessary consents from message recipients, providing legally required notices, honoring opt-out requests, and ensuring that any use of text messaging features complies with all applicable laws, rules, and industry standards (including, where applicable, the Telephone Consumer Protection Act).
19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as a customer of NEOGOV and use Customer's name, logo, and trademarks for identification, reference, and marketing purposes, including on NEOGOV's website, customer lists, sales materials, and promotional materials, subject to any reasonable trademark usage guidelines provided by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, (j) failures or delays of cloud hosting providers or telecommunications carriers; or (k) any other cause beyond the reasonable control of such party.
21. Independent Contractor; Service Providers; Subcontractors; Cloud Providers.
 - a) Independent Contractors. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

- b) Service Providers; Subcontractors. NEOGOV may use third parties, affiliates, contractors, and service providers in connection with the provision of the Services, including providers of hosting, cloud, infrastructure, security, software, staffing, development, maintenance, administrative, consulting, operational, or other general support services (“Service Providers”), and subcontractors specifically retained to perform customer-specific professional services under an applicable Statement of Work (“Subcontractors”). For purposes of this Agreement, a party shall not be deemed a Subcontractor unless expressly engaged to perform customer-specific services under a Statement of Work. NEOGOV may engage Service Providers without notice to or consent from Customer. Unless otherwise specified in this Agreement, NEOGOV remains responsible for the performance of the Services and will ensure that any Service Provider or Subcontractor with authorized access to Customer Data is bound by written confidentiality and data protection obligations materially no less protective than those set forth herein. Nothing herein limits NEOGOV’s obligations regarding subprocessors under the DPA.
 - c) Cloud Providers. NEOGOV may use cloud infrastructure providers and other subprocessors in connection with the Services, and Customer acknowledges that it is commercially reasonable for Customer to rely on the security processes and measures utilized by such providers.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If Customer subscribes to any product, module, functionality, or service that is subject to supplemental or product-specific terms, Customer agrees to the applicable addendum(s), policies, or supplemental terms made available on the NEOGOV Site, which are incorporated herein by reference.
23. General.
- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form, or to such other address as either party may designate by notice as provided herein.
 - d. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e. Electronic Delivery. The parties agree that signatures and records in electronic form are valid and enforceable. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing an original signature.

- f. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g. Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Headings are for convenience only and do not affect interpretation. As used herein, “including” means “including without limitation.”

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements to the extent permitted by the applicable Open Records laws.
5. **Sovereign Immunity.** Nothing in this Agreement is intended to waive, nor shall be construed as a waiver of, any immunities, defenses, privileges, or limitations of liability available to Customer under applicable law, including sovereign or governmental immunity.
6. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, and universities) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B

Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent either (a) Customer utilizes a system integration between the Services and an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”), or (b) Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. Customer will implement appropriate administrative, physical, and technical safeguards to protect the API and any credentials or secrets used to access it, including limiting access by least privilege, storing secrets securely, and using industry-standard transport encryption (e.g., TLS 1.2 or higher) for all integrations. Customer will ensure that any third-party vendors or developers involved with Customer Applications are bound by written obligations no less protective than those in this Agreement. Customer will promptly, and in no event later than seventy-two (72) hours after discovery, notify NEOGOV of any actual or suspected security incident involving the API, Customer Applications, or credentials that could affect the Services or Customer Data, and will cooperate with NEOGOV’s reasonable incident response and remediation efforts. Customer will maintain reasonable integration and access logs and make them available to NEOGOV upon reasonable request for the purpose of investigating security, performance, or abuse issues.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of

performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control. NEOGOV is not responsible for changes to or outages of third-party systems, networks, or services; Customer is responsible for making any changes to Customer Applications necessitated by such third-party changes.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services. API keys and other authentication credentials are NEOGOV Confidential Information. Customer must keep credentials secure, not share them outside of Authorized Users with a need to know, and store them using industry-standard secret management. Customer will rotate and/or regenerate credentials as reasonably required by NEOGOV security guidelines and will immediately notify NEOGOV of any actual or suspected compromise, cooperating in any investigation and remediation. Customer is responsible for all use of the Open API under its credentials.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate, suspend, throttle, or otherwise limit, in whole or in part, Customer access to Open APIs in NEOGOV's sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. For non-emergency termination or suspension unrelated to a breach, security, legal, or operational risk, NEOGOV will use reasonable efforts to provide advance notice. Termination or suspension of access to the Open API will not, by itself, terminate any paid Services under an Order Form, which will continue in accordance with their terms.



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2026 – 2027 Renewal Notice and Benefit Confirmation

Group: 36344 - Polk County Anniversary Date: 10/01/2026

Return to TAC by: 06/26/2026

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to meganw@county.org.

For any plan or funding changes other than those listed below, please contact Megan West at 800-456-5974.

MEDICAL

Medical: Plan 1400-NG \$35 Copay, \$2000 Ded, 80%, \$4000 OOP Max

RX Plan: 4A-NG \$10/25/40, \$0 Ded

Your % rate change is: 13.00%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2026	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$1,020.14	\$1,152.76	\$ 1,152.76	\$ 0.00	\$ 800.00	\$ 352.76
Employee & Spouse	\$1,866.58	\$2,109.24	\$ 1,152.76	\$ 956.48	\$ 800.00	\$ 1,309.24
Employee & Child(ren)	\$1,497.16	\$1,691.78	\$ 1,152.76	\$ 539.02	\$ 800.00	\$ 891.78
Employee & Family	\$2,192.12	\$2,477.10	\$ 1,152.76	\$ 1,324.34	\$ 800.00	\$ 1,677.10

Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Bas., 50% Major

Your % rate change is: 1.50%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2026	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$34.20	\$34.70	\$ 0.00	\$ 34.70	\$ 0.00	\$ 34.70
Employee & Spouse	\$70.04	\$71.08	\$ 0.00	\$ 71.08	\$ 0.00	\$ 71.08
Employee & Child(ren)	\$93.52	\$94.92	\$ 0.00	\$ 94.92	\$ 0.00	\$ 94.92
Employee & Family	\$129.38	\$131.32	\$ 0.00	\$ 131.32	\$ 0.00	\$ 131.32



Initial to accept Dental Plan and New Rates.

VISION

Vision: PREM-12/12/12, \$0 Exam Copay, \$10 Lenses Copay, \$180 Frame Allowance

Your % rate change is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2026	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$7.86	\$7.86	\$ 0.00	\$ 7.86	\$ 0.00	\$ 7.86
Employee & Spouse	\$14.98	\$14.98	\$ 0.00	\$ 14.98	\$ 0.00	\$ 14.98
Employee & Child(ren)	\$15.78	\$15.78	\$ 0.00	\$ 15.78	\$ 0.00	\$ 15.78
Employee & Family	\$23.22	\$23.22	\$ 0.00	\$ 23.22	\$ 0.00	\$ 23.22



Initial to accept Vision Plan and New Rates.

LIFE – VOLUNTARY (EMPLOYEE PAID)

Voluntary Life Products:
(Rates per thousand)

Voluntary Term Life

Min Age	Max Age	Current Rates	New Rates Effective 10/01/2026
0	24	\$0.11	\$0.11
25	29	\$0.11	\$0.11
30	34	\$0.13	\$0.13
35	39	\$0.15	\$0.15
40	44	\$0.20	\$0.20
45	49	\$0.29	\$0.29
50	54	\$0.44	\$0.44
55	59	\$0.66	\$0.66
60	64	\$0.98	\$0.98
65	69	\$1.63	\$1.63
70	74	\$3.05	\$3.05
75	99	\$3.05	\$3.05

_____ Initial to accept New Voluntary Term Life Rates.

Voluntary Spouse Life

Min Age	Max Age	Current Rates	New Rates Effective 10/01/2026
0	24	\$0.11	\$0.11
25	29	\$0.11	\$0.11
30	34	\$0.13	\$0.13
35	39	\$0.15	\$0.15
40	44	\$0.20	\$0.20
45	49	\$0.29	\$0.29
50	54	\$0.44	\$0.44
55	59	\$0.66	\$0.66
60	64	\$0.98	\$0.98
65	69	\$1.63	\$1.63
70	74	\$3.05	\$3.05
75	99	\$3.05	\$3.05

_____ Initial to accept New Voluntary Spouse Life Rates.

	Current Rates	New Rates Effective 10/01/2026
Voluntary Child Term Life	\$0.75	\$0.75

_____ Initial to accept New Voluntary Child Life Rates.



Polk County will be denying life coverage for the 2026-2027 renewal.

LIFE – BASIC (EMPLOYER PAID)

Basic Life Products:

Coverage volume per employee: \$15,000

(Rates per thousand)

Basic Life

Current Rates	New Rates Effective 10/01/2026	New Amount Employer Pays
\$0.20	\$0.20	\$0.20

Basic AD&D

Current Rates	New Rates Effective 10/01/2026	New Amount Employer Pays
\$0.03	\$0.03	\$0.03

_____ Initial to accept New Basic Life Rates.

	Current Rates	New Rates Effective 10/01/2026
Voluntary Retiree Life	\$0.18	\$0.18
Coverage Amount: \$7,000		

_____ **Initial to accept New Voluntary Retiree Life Rates.**

Disability

Voluntary STD

Min Age	Max Age	Current Rates	New Rates Effective 10/01/2026
0	24	\$0.56	\$0.56
25	29	\$0.56	\$0.56
30	34	\$0.73	\$0.73
35	39	\$0.61	\$0.61
40	44	\$0.39	\$0.39
45	49	\$0.37	\$0.37
50	54	\$0.44	\$0.44
55	59	\$0.50	\$0.50
60	64	\$0.75	\$0.75
65	69	\$0.75	\$0.75
70	74	\$0.75	\$0.75
75	99	\$0.75	\$0.75

 Initial to accept New Voluntary STD Rates.

EMPLOYEE SELF-SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: ☐ Allow election changes on the ESS ☒ Do not allow election changes on the ESS

 Initial to confirm ESS Elections.

RETIREE INFORMATION

Please indicate how your group manages retiree coverage.

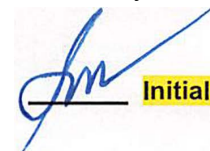
Your group allows retiree coverage for:

Medical: Pre-65 ☒ Post-65 ☐

Dental: Pre-65 ☐ Post-65 ☐

Vision: Pre-65 ☐ Post-65 ☐

Voluntary Retiree Life: Pre-65 ☐ Post-65 ☐

 Initial to confirm Retiree Eligibility.

WAITING PERIOD

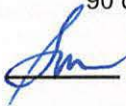
Waiting period applies to all benefits.

Employees

Elected Officials

90 days - Day following waiting period

Date of Hire



Initial to confirm Waiting Period.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☒ Group process COBRA on OASys

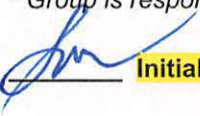
* Group is responsible for fulfilling COBRA notification process and requirements.

☐ BenefitConnect COBRA Department coordinates COBRA administration

* WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.

☐ Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

* Group is responsible for fulfilling COBRA notification process and requirements.



Initial to confirm COBRA Administration.

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

☐ Broker ☐ Consultant

Agency Name _____
Broker _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____

Agency Name _____
Consultant _____
Representative _____
Address _____

Phone _____
Fax _____
Email _____



Initial to confirm Broker or Consultant information

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address 602 E. Church St., Ste 105
Livingston, TX 77351



Initial to confirm Physical Mailing Address.

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name Sydney Murphy
Title County Judge
Address 410 E. Church Street
Livingston, TX 77351-3246
Phone 9363276813
Fax 9363276891
Email smurphy@co.polk.tx.us

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name James Mostek
Title HR Director
Address 602 East Church Street, Suite 105
Livingston, TX 77351
Phone 9363276802
Fax 9363276879
Email james.mostek@polktx.gov

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name Kathleen Winter
Title HR Office Manager
Address 602 East Church Street, Suite 105
Livingston, TX 77351
Phone 9363276802
Fax 9363276879
Email kathleen.winter@polktx.gov

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name James Mostek
Title HR Director
Address 602 E Church St Ste 120
Livingston, TX 77351-4231
Phone 9363276802
Fax
Email james.mostek@co.polk.tx.us

602 E. Church Street, Suite 105

James.Mostek@polktx.gov

Name Ashley Reeks
Title Purchasing/Procurement
Address 602 E Church St Ste 105
Livingston, TX 77351-4231
Phone 9363276849
Fax
Email purchasing@co.polk.tx.us

Kathleen Winter
HR Office Manager
602 E. Church Street, Suite 105
Livingston, TX 77351
936-327-6802
Kathleen.Winter@polktx.gov

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name Jessica Walding-Hutchins
Title Grant & Contract Coordinator
Address 410 E. Church Street
Livingston, TX 77351-4231
Phone 9363276849
Fax
Email grantsandcontracts@co.polk.tx.us

Tammy Plattenburg
Indigent Health Care Director
602 E. Church Street, Suite 118
Livingston, TX 77351
936-327-6830

Tammy.Plattenburg@polktx.gov

Name
Title
Address

Phone
Fax
Email

Melissa Gates
Veterans Services Officer
602 E. Church Street, Suite 119
Livingston, TX 77351
936-327-6838

Melissa.Gates@polktx.gov



Initial to confirm Member Contact Designations.

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

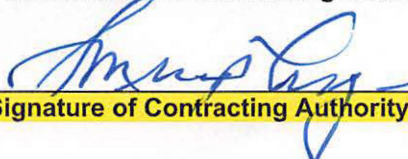
Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to as an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts 160 & 164 ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.
2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.
3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.
4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.
5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.
6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.
7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.
9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.
10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.
11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162, and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.
12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

Sydney Murphy
Printed Name of Contracting Authority


Signature of Contracting Authority

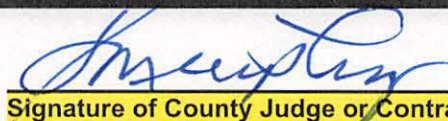
6/23/2026
Date

PLAN INFORMATION

- RNBC must be received by 06/26/2026 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical, dental, and vision as active employees regardless of age.
- If applicable, broker commissions are included in rates.

 Initial to confirm Plan Information.

RENEWAL CONFIRMATION SIGNATURE


Signature of County Judge or Contracting Authority

Date: 6/23/2026

Sydney Murphy
Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

Polk County

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or via mobile app.

Polk County's CSI

Our records indicate that Polk County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2027 plan year, or if you would like to make modifications to your current design. If you select "Yes," your TAC HEBP Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

Current CSI >

Annual Exam: Wellness Hours

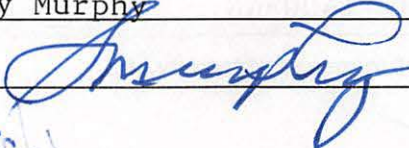
Please select one:

☒ Yes, we would like to continue with the same CSI program for the 2027 plan year.

☐ We are interested in making changes to our CSI program.

County Name: Polk County

Printed Name and Title: Sydney Murphy

Contracting Authority Signature: 

Date: June 23, 2026



2026 – 2027 Alternate Plan Proposal

Group: 36344 - Polk County

Effective Date: 10/01/2026

	Current Plan Year	Renewal Rates	Option 1	Option 2	Option 3
Plan:	Plan 1400-NG	Plan 1400-NG	Plan 1500-NG	Plan 1520-NG	Plan 1530-NG
Option:	RX-4A-NG	RX-4A-NG	RX-4A-NG	RX-4A-NG	RX-4A-NG

Rates

Employee Only	\$1,020.14	\$1,152.76	\$1,110.94	\$1,089.30	\$1,064.36
Employee & Spouse	\$1,866.58	\$2,109.24	\$2,032.16	\$1,992.24	\$1,946.28
Employee & Child(ren)	\$1,497.16	\$1,691.78	\$1,630.10	\$1,598.14	\$1,561.36
Employee & Family	\$2,192.12	\$2,477.10	\$2,386.46	\$2,339.52	\$2,285.46

Medical Plan

Deductible In/Out Network	\$2000/6000	\$2000/6000	\$2500/7500	\$3000/7500	\$3500/7500
Co-Insurance% In/Out	80/60	80/60	80/60	80/60	80/60
Co-Insurance Maximum	\$4000/8000	\$4000/8000	\$4350/8000	\$4150/8000	\$4650/8000
Office Visit	\$35	\$35	\$40	\$40	\$40
Specialist Visit					
Emergency Room Hospital	\$150	\$150	\$150	\$150	\$150

Prescription Plan

Prescription Card Co-Pay	\$10/25/40	\$10/25/40	\$10/25/40	\$10/25/40	\$10/25/40
Deductible	\$0	\$0	\$0	\$0	\$0

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 06/26/2026 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here Plan 1400-NG RX-4A-NG.

Fax the signed document to 512-481-8481 or email to meganw@county.org.

Signature

Date

6/23/2026

12-Month Medical Report

Post Date : Mar 2026

Metrics : (Average Members, Average Subscribers, Total Contribution, Medical Paid, Pharmacy Paid, Paid)

Rows : (Paid Date)

Columns : (Metrics)

Paid Date : Last 12 Months [Apr 2025 - Mar 2026]

Account : (000094500 - POOLED)

Coverage Type : (Medical)

Group : (036344 - POLK COUNTY)

Paid Date	Average Subscribers	Average Members	Total Contribution	Medical Paid	Pharmacy Paid	Paid
Apr 2025	286	372	\$289,761.58	\$355,633.11	\$63,021.52	\$418,654.63
May 2025	287	371	\$292,870.40	\$445,262.48	\$88,594.78	\$533,857.26
Jun 2025	288	372	\$295,698.92	\$452,797.00	\$66,430.18	\$519,227.18
Jul 2025	291	377	\$293,813.24	\$371,311.74	\$100,101.61	\$471,413.35
Aug 2025	292	379	\$298,466.32	\$256,387.51	\$53,556.41	\$309,943.92
Sep 2025	296	384	\$301,294.84	\$391,496.36	\$68,043.48	\$459,539.84
Oct 2025	296	382	\$322,264.46	\$242,998.44	\$86,066.53	\$329,064.97
Nov 2025	303	395	\$331,054.44	-\$40,433.09	\$59,902.94	\$19,469.85
Dec 2025	299	387	\$327,734.58	\$298,345.38	\$70,164.26	\$368,509.64
Jan 2026	305	395	\$338,173.20	\$546,075.09	\$63,013.51	\$609,088.60
Feb 2026	306	393	\$340,279.58	\$322,433.76	\$76,726.09	\$399,159.85
Mar 2026	307	393	\$339,433.14	\$207,008.68	\$87,863.31	\$294,871.99
Total: Selected Filter(s)	296	383	\$3,770,844.70	\$3,849,316.46	\$883,484.62	\$4,732,801.08



Polk County Dental Report

Post Date : Mar 2026

Metrics : (Average Subscribers, Average Members, Total Contribution, Dental Paid)

Rows : (Paid Date)

Columns : (Metrics)

Paid Date : (Oct 2025 - Mar 2026)

Coverage Type : (Dental)

Group : (036344 - POLK COUNTY)

Paid Date	Average Subscribers	Average Members	Total Contribution	Dental Paid
Oct 2025	175	288	\$9,224.04	\$3,215.43
Nov 2025	182	302	\$9,549.54	\$3,537.12
Dec 2025	181	299	\$9,524.42	\$2,923.02
Jan 2026	188	310	\$9,989.98	\$9,381.61
Feb 2026	187	309	\$10,024.18	\$8,685.59
Mar 2026	188	309	\$9,988.34	\$9,442.74
Total: Selected Filter(s)	184	303	\$58,300.50	\$37,185.51

HCC - No PHI

Post Date : Mar 2026

Service Category : Total (Inpatient Facility, Outpatient Facility, Pharmacy, Professional)

Metrics : (Paid)

Claim Type : (MEDICAL, PHARMACY)

Coverage Type : (Medical)

Group : (036344 - POLK COUNTY)

Paid Month : Last 12 Months [Apr 2025 - Mar 2026]

Paid greater or equal 10000.00

Paid : descending

Encrypted Member ID	Member	Status	Medical Paid	Pharmacy Paid	Paid
3040618706	Active		\$484,587.98	\$277.80	\$484,865.78
20020542361	Active		\$185,490.16	\$30,519.43	\$216,009.59
3058504916	Active		\$160,033.68	\$14,649.91	\$174,683.59
3040618769	Active		\$151,635.90	\$14,531.88	\$166,167.78
19720239451	Active		\$153,174.26	\$857.23	\$154,031.49
19880026383	Active		\$55,747.78	\$76,524.72	\$132,272.50
19920200929	Active		\$122,383.72	\$1,839.85	\$124,223.57
20650411520	Active		\$106,585.74	\$0.00	\$106,585.74
20270006640	Active		\$84,783.29	\$15,328.72	\$100,112.01
3058424489	Active		\$26,529.88	\$58,312.62	\$84,842.50
16941184671	Active		\$20,057.44	\$60,784.40	\$80,841.84
18960535601	Active		\$69,274.77	\$795.91	\$70,070.68
20080378732	Active		\$65,579.99	\$157.27	\$65,737.26
16030349615	Active		\$63,104.92	\$510.34	\$63,615.26
14390163286	Active		\$55,276.80	\$5,974.00	\$61,250.80
18240615749	Active		\$59,035.68	\$0.00	\$59,035.68
20690496650	Active		\$58,098.70	\$5.04	\$58,103.74
18240603779	Active		\$51,163.79	\$6,685.77	\$57,849.56
20790520093	Active		\$50,763.07	\$256.98	\$51,020.05
6380269376	Active		\$39,505.42	\$2,143.99	\$41,649.41
3040618845	Active		\$1,281.70	\$39,255.74	\$40,537.44
19670220873	Active		\$24,501.60	\$15,027.25	\$39,528.85
3061296042	Active		\$31,657.74	\$7,072.42	\$38,730.16



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

17030167425	Active	\$35,391.53	\$428.54	\$35,820.07
20360222000	Active	\$31,534.70	\$3,657.64	\$35,192.34
18830327100	Cobra	\$29,655.97	\$4,487.03	\$34,143.00
20420128151	Active	\$33,661.24	\$143.95	\$33,805.19
3040618681	Under 65 Retiree	\$32,695.47	\$926.67	\$33,622.14
21000459940	Active	\$27,235.27	\$4,661.95	\$31,897.22
16890235721	Active	\$21,587.09	\$9,468.50	\$31,055.59
20090414240	Active	\$29,657.51	\$93.72	\$29,751.23
17510440430	Active	\$28,635.83	\$422.83	\$29,058.66
5680196018	Active	\$28,771.63	\$69.77	\$28,841.40
20880482110	Active	\$28,337.84	\$65.00	\$28,402.84
20520930850	Active	\$28,273.99	\$64.08	\$28,338.07
20250693315	Active	\$27,988.00	\$0.00	\$27,988.00
3040618722	Active	\$4,103.30	\$23,385.98	\$27,489.28
19840037495	Active	\$26,987.97	\$141.33	\$27,129.30
20520026280	Active	\$23,971.69	\$380.96	\$24,352.65
18270630185	Active	\$23,360.78	\$0.00	\$23,360.78
3040618745	Under 65 Retiree	\$4,998.42	\$18,079.79	\$23,078.21
18240619639	Active	\$22,454.12	\$0.00	\$22,454.12
19890055333	Active	\$22,298.68	\$104.07	\$22,402.75
3040618825	Active	\$1,594.83	\$20,639.33	\$22,234.16
3046907758	Active	\$11,504.67	\$10,695.16	\$22,199.83
19890454640	Active	\$2,688.92	\$19,401.75	\$22,090.67
18370055481	Active	\$1,851.66	\$19,623.41	\$21,475.07
18240625853	Active	\$21,253.61	\$63.55	\$21,317.16
10910243337	Active	\$21,055.33	\$0.00	\$21,055.33
3470146463	Active	\$8,335.36	\$12,579.86	\$20,915.22
3070001899	Active	\$20,471.05	\$154.10	\$20,625.15
20270476927	Active	\$17,620.56	\$2,973.89	\$20,594.45
3040618835	Under 65 Retiree	\$19,946.39	\$415.22	\$20,361.61
3140171845	Active	\$1,421.03	\$18,917.16	\$20,338.19
14890109371	Active	\$19,853.24	\$0.00	\$19,853.24
20290425716	Active	\$13,246.12	\$5,978.51	\$19,224.63
20750460022	Active	\$18,830.44	\$165.87	\$18,996.31
18240577084	Active	\$8,715.68	\$9,566.95	\$18,282.63
16580207282	Active	\$8,629.56	\$9,628.95	\$18,258.51
17380259531	Active	\$17,894.20	\$3.22	\$17,897.42
20090131319	Active	\$17,701.48	\$168.73	\$17,870.21
18240662372	Active	\$17,811.09	\$0.00	\$17,811.09
19880058610	Active	\$336.70	\$17,464.94	\$17,801.64
10150322250	Active	\$4,652.26	\$12,929.67	\$17,581.93



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

20920014271	Active	\$16,994.22	\$543.69	\$17,537.91
3040618812	Under 65 Retiree	\$7,871.66	\$9,565.49	\$17,437.15
18100154987	Active	\$11,637.32	\$5,533.32	\$17,170.64
20110198006	Active	\$15,634.24	\$1,444.62	\$17,078.86
3040618704	Under 65 Retiree	\$15,704.33	\$1,281.84	\$16,986.17
20750460021	Active	\$16,741.35	\$54.73	\$16,796.08
20270231776	Active	\$16,385.47	\$357.08	\$16,742.55
3055195717	Active	\$16,508.06	\$0.00	\$16,508.06
20330486641	Active	\$3,313.11	\$12,787.48	\$16,100.59
12750149391	Active	\$10,629.80	\$5,308.85	\$15,938.65
3060749538	Active	\$8,480.29	\$6,397.55	\$14,877.84
17960060154	Active	\$14,841.90	\$0.00	\$14,841.90
16940752319	Active	\$13,050.23	\$1,401.36	\$14,451.59
17740312315	Active	\$13,676.47	\$724.47	\$14,400.94
20940463222	Active	\$13,749.83	\$46.35	\$13,796.18
20980268205	Active	\$13,583.57	\$0.00	\$13,583.57
18240730588	Active	\$13,577.40	\$0.00	\$13,577.40
19770459319	Active	\$13,491.08	\$14.18	\$13,505.26
18240802568	Active	\$13,063.77	\$265.34	\$13,329.11
3080274129	Active	\$941.14	\$12,205.09	\$13,146.23
18530407856	Active	\$7,684.40	\$5,223.71	\$12,908.11
3049334756	Active	\$4,278.32	\$8,482.20	\$12,760.52
6600130172	Active	\$553.81	\$12,060.51	\$12,614.32
17380503758	Active	\$12,598.04	\$0.00	\$12,598.04
18240565427	Active	\$12,400.49	\$0.00	\$12,400.49
20420501276	Active	\$12,327.78	\$0.80	\$12,328.58
17560160568	Under 65 Retiree	\$1,511.47	\$10,767.66	\$12,279.13
20980157217	Active	\$2,183.99	\$10,078.29	\$12,262.28
10150218568	Active	\$838.43	\$11,270.10	\$12,108.53
20980329965	Active	\$12,007.12	\$0.00	\$12,007.12
18450359680	Active	\$5,056.93	\$6,821.01	\$11,877.94
3040618862	Active	\$1,747.10	\$9,962.90	\$11,710.00
20860559658	Active	\$11,594.27	\$94.92	\$11,689.19
19980143417	Active	\$11,605.14	\$0.00	\$11,605.14
20020581379	Active	\$8,090.26	\$3,414.43	\$11,504.69
19540255279	Active	\$11,172.38	\$0.00	\$11,172.38
3055479737	Active	\$2,319.29	\$8,515.38	\$10,834.67
20310191380	Active	\$10,594.23	\$0.00	\$10,594.23
21061627290	Active	\$10,485.77	\$0.00	\$10,485.77
18270575164	Cobra	\$10,031.08	\$0.00	\$10,031.08
Query Total	104	\$3,286,224.76	\$724,086.70	\$4,010,311.46



Plan Assessment for Plan Year 2027
Polk County – 286
Participation Date – 1/1/1968

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

	2027 Plan
Basic Plan Options	
Employee Deposit Rate	7%
Employer Matching	250%
Retirement Eligibility	
Age 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service
Optional Benefits	
Partial Lump Sum	No
Group Term Life	None
Retirement Plan Funding	
Total Normal Cost Rate	15.23%
Employee Deposit Rate	<u>-7.00%</u>
Employer-Paid Normal Cost Rate	8.23%
UAAL / (OAAL) Rate	<u>4.33%</u>
Required Rate	12.56%
Elected Rate	14.54%
Contribution Rates	
Retirement Plan Rate	14.54%
(greater of required and elected rate)	
Group Term Life Rate	N/A
Valuation Results (Dec. 31, 2025)	
Actuarial Accrued Liability	\$100,840,030
Actuarial Value of Assets	<u>\$91,601,648</u>
Unfunded / (Overfunded) AAL	\$9,238,382
Funded Ratio	90.8%

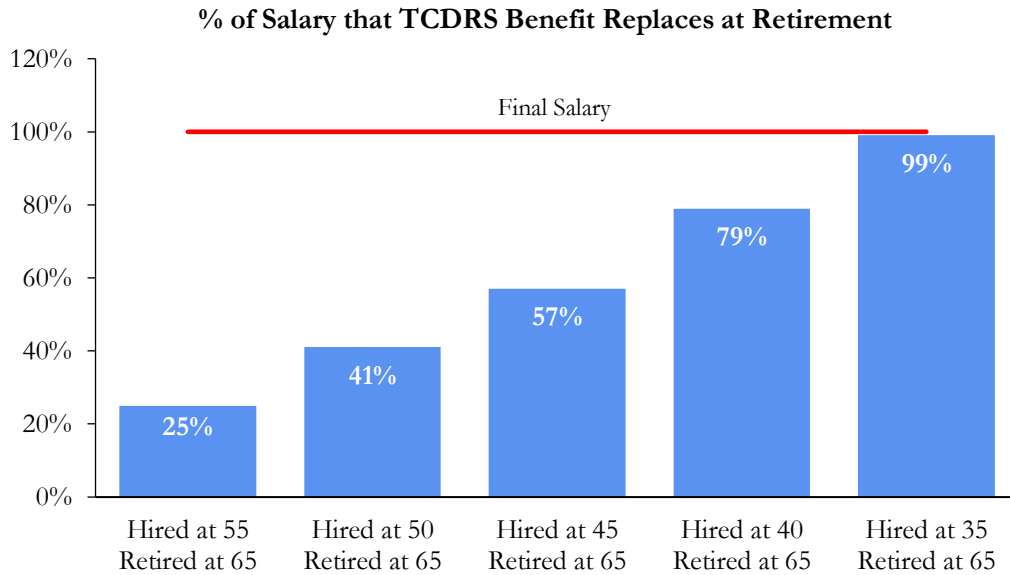
Notes:

Buyback adopted: 2005

Last COLA: 2024

What You Are Providing

The TCDRS benefit is based on employee deposits, which earn 7% compound interest each year, and employer matching at retirement. The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:

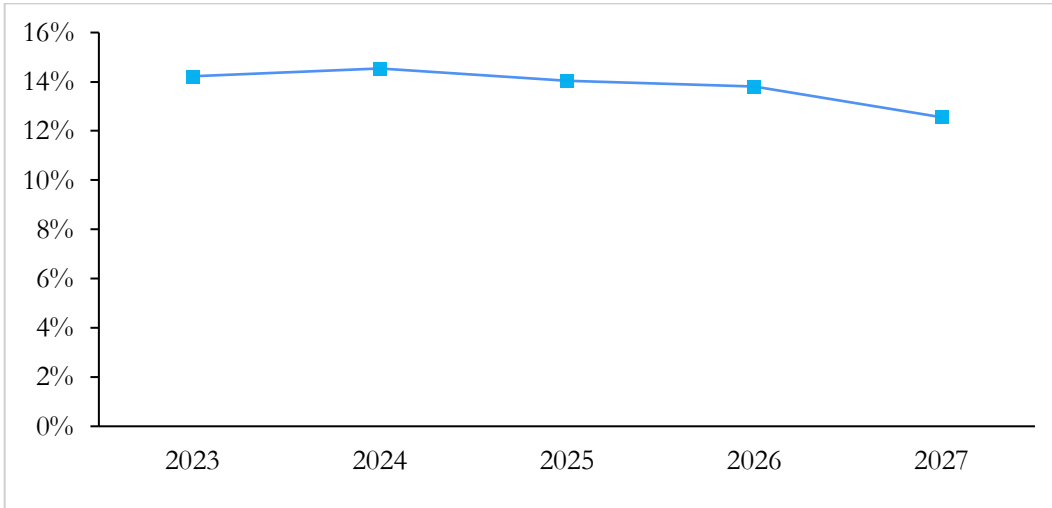


Assumptions

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through an employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at TCDRS.org/Employer).
- Based on Single Life benefit.

Reasons for Rate Change

Below is a record of your required rate history for your retirement plan over the last five years.



Reasons for Rate Change	2023-2024	2024-2025	2025-2026	2026-2027
Beginning Rate	14.22%	14.54%	14.05%	13.81%
Plan Changes Adopted	0.51%	0.00%	0.00%	N/A
Investment Return	0.32%	-0.01%	-0.11%	-0.20%
Elected Rate/Lump Sum	0.00%	0.00%	-0.05%	-0.07%
Demographic/Other Changes	-0.51%	-0.42%	-0.08%	-0.63%
Assumptions/Methods	<u>0.00%</u>	<u>-0.06%</u>	<u>0.00%</u>	<u>-0.35%</u>
Ending Rate	14.54%	14.05%	13.81%	12.56%
Valuation Year	2022	2023	2024	2025
Funded Ratio	89.1%	89.3%	90.2%	90.8%

Full details on the valuation calculations are included in the Dec. 31, 2025 Summary Valuation Report which will be available mid-May at TCDRS.org/Employer.

Next Steps

If you are interested in making plan changes, please contact your Account Manager at 800-651-3848. Your benefit selections are due by Dec. 15, 2026.

New Position Recommendations			
Job Title	Requested Wages	Taxes & Benefits	Total

County Treasurer New Position Requests

Office Manager - 112/1	\$41,941.00	\$24,655.78	\$66,596.78
Total County Treasurer	\$41,941.00	\$24,655.78	\$66,596.78

Justice of the Peace, Pct. 3 New Position Requests

Receptionist - 106/1	\$32,820.00	\$22,302.75	\$55,122.75
Total Justice of the Peace, Pct. 3	\$32,820.00	\$22,302.75	\$55,122.75

Justice of the Peace, Pct. 4 New Position Requests

Court Clerk - 110/1	\$38,600.00	\$23,793.87	\$62,393.87
Total Justice of the Peace, Pct. 4	\$38,600.00	\$23,793.87	\$62,393.87

General Fund Total - Recommended New Positions	\$113,361.00	\$70,752.40	\$184,113.40
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Aging New Position Requests - More Information Needed

NEW - Aging Services Worker - 107/1	\$34,161.00	\$22,678.70	\$56,839.70
NEW - Aging Secretary - 107/1	\$34,161.00	\$22,648.70	\$56,809.70
Total Aging Services	\$68,322.00	\$45,327.40	\$113,649.40