# POLK COUNTY COMMISSIONERS COURT

**February 13, 2024** — **Polk County Regional Health Building, Suite A**
**10:00 A.M.** — **Livingston, Texas**

2024-028

**NOTICE** Is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda Topics

**(Persons wishing to provide Public Comment must complete and submit a *Public Participation* Form to the County Clerk prior to the Call To Order).**

**** Please turn off (or mute) all cell phones and devices ****

1. CALL TO ORDER. * INVOCATION * PLEDGES OF ALLEGIANCE

2. PUBLIC COMMENTS
This item is included to allow public comments on topics relating to the business of the county. In accordance with law, this Court cannot discuss, deliberate or take action on any item or topic not listed on this agenda. Public comments requesting or requiring action or deliberation may be scheduled on a future agenda. Each public comment will be limited to a maximum of three (3) minutes, unless a member of the Court requests additional time for the presenter. Any handout materials must be reproduced prior to the meeting and furnished by the presenter. **After the close of this portion of the Agenda, public comment for the remainder of the Court session is no longer appropriate or accepted unless specifically requested by a Member of the Court.**

3. INFORMATIONAL REPORTS
This item is included on the Agenda to receive announcements from the Court members and/or other Elected Officials and Department Heads of Polk County.
A. 2024 WELLNESS COMMITTEE AWARD – HONORABLE MENTION

**NEW BUSINESS**

4. **CONSENT AGENDA** (The items listed within the Consent Agenda are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more items from the Consent Agenda and to have the item/s individually considered).
A. APPROVE MINUTES OF PREVIOUS MEETINGS: January 23 and February 6, 2024 (Regular/Special Sessions).
B. APPROVE SCHEDULES OF BILLS.
C. APPROVE ORDER DESIGNATING SURPLUS PROPERTY.
D. APPROVE AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES (TAC) FOR EMAIL, WEB HOSTING, AND CYBERSECURITY TRAINING.
E. APPROVE INTERLOCAL AGREEMENT BETWEEN POLK COUNTY AND CITY OF ONALASKA FOR THE COUNTY'S PROVISION OF ELECTION EQUIPMENT AND SERVICES FOR THE MAY 4, 2024 ELECTION, AS RECOMMENDED BY THE COUNTY CLERK.
F. APPROVE REPLACEMENT OF CAMERA SYSTEM AT PRECINCT 1, ROAD & BRIDGE OFFICE, IN THE AMOUNT OF $5,980 TO BE PAID FROM PRECINCT 1, AND AUTHORIZE INITIAL PAYMENT OF $3,580 FOR EQUIPMENT.
G. APPROVE "NO HARM" AGREEMENT BETWEEN POLK COUNTY AND BLANCHARD BAPTIST CHURCH (VOTING PRECINCT 17).
H. RATIFY AMENDMENT NO. 4 TO GENERAL LAND OFFICE (GLO) CONTRACT NO. 20-066-018-C125.

I. APPROVE AN INTERLOCAL COOPERATION CONTRACT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE DIVISION FOR THE FAILURE TO APPEAR PROGRAM.

J. APPROVE AMENDED ORDER AUTHORIZING THE CLOSURE OF FORMER ROAD KNOWN AS OLD SWARTWOUT ROAD.

5. **CONSIDER APPROVAL OF PERSONNEL MATTERS, AS FOLLOWS:**

A. DISCUSS AND CONSIDER APPROVAL OF PERSONNEL MANAGEMENT SYSTEM UPDATES.

B. REVIEW AND CONSIDERATION OF PERSONNEL ACTION FORM REQUESTS SUBMITTED SINCE LAST MEETING AND REVIEW OF ANY AUTHORIZED EMERGENCY HIRING.

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

A. FY2024 BUDGET REVISIONS AND AMENDMENTS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE;

7. **CONSIDER ORDER AUTHORIZING THE SALE OF FIREWORKS DURING THE TEXAS INDEPENDENCE DAY PERIOD OF FEBRUARY 25, 2024 THROUGH MIDNIGHT MARCH 2, 2024.**

8. **CONSIDER AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN POLK COUNTY AND LONE SPUR SOLAR ENERGY LLC.**

9. **CONSIDER RESOLUTIONS FOR TXDOT OFF-SYSTEM BRIDGE REPLACEMENT PROGRAM.**

10. **CONSIDER ANY/ALL NECESSARY ACTION REGARDING EXPENDITURES FROM THE MAINTENANCE CAPITAL OUTLAY BUILDINGS (BUDGETED FUNDS) FOR REPLACEMENT OF WATER CIRCULATING PUMP AT THE DUNBAR COMPLEX, NOT TO EXCEED $15,000.**

11. **CONSIDER ANY/ALL NECESSARY ACTION REGARDING FLOCK SYSTEM FOR SHERIFF'S OFFICE.**

12. **DISCUSS AND CONSIDER REQUEST FROM THE SHERIFF FOR TWO ZERO TURN LAWNMOWERS, TO INCLUDE METHOD OF FUNDING.**

13. **DISCUSS AND CONSIDER REQUEST FOR UP TO FOUR ADDITIONAL RESERVE DEPUTY CONSTABLE POSITIONS FOR PRECINCT 2.**

14. **DISCUSS AND CONSIDER ANY/ALL NECESSARY ACTION REGARDING UPDATE OF POLICIES, AS FOLLOWS:**

**A. GRANT POLICIES AND PROCEDURE MANUAL.**

**B. PURCHASING AND CREDIT CARD POLICY.**

**C. PERSONNEL MANAGEMENT SYSTEM.**

**ADJOURN**

By: Sydney Murphy, County Judge

**Posted: Thursday – February 8, 2024**

Murphy

I do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Thursday – February 8, 2024 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

SCHELANA HOCK, COUNTY CLERK

BY: Marjorie West (Deputy)

FILED FOR RECORD

2024 FEB -9 AM 8:54

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

# 2024 Most Improved Participation Award

# **Polk County**

*Group Size: Over 200 Lives*

February 8, 2024

Healthy County Together. Better. Stronger.

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Quincy Quinlan, Director
Health and Benefits Services Department
Texas Association of Counties

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

# 2024 Wellness Committee Award
# Honorable Mention

# **Polk County**

February 8, 2024

Healthy County
Together.
Better.
Stronger.

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Quincy Quinlan, Director
Health and Benefits Services Department
Texas Association of Counties

# Payment Register

Polk County, TX

Polk County, Texas

APPKT05721 - TCDRS - DECEMBER

01 - Vendor Set 01

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

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 778 | TEXAS CO. & DIST. RETIREMENT * | | | | | 245,392.73 |

| Payment Type | Payment Number | Payable Number | Description | Payable Date | Due Date | Payment Date / Discount Amount | Payment Amount / Payable Amount |
|---|---|---|---|---|---|---|---|
| Bank Draft | DFT0003354 | | | | | 12/08/2023 | 12,566.41 |
| | | INV0023027 | TCDRS | 12/08/2023 | 12/08/2023 | 0.00 | 12,566.41 |
| Bank Draft | DFT0003363 | | | | | 12/08/2023 | 111,942.25 |
| | | INV0023148 | TCDRS | 12/08/2023 | 12/08/2023 | 0.00 | 111,942.25 |
| Bank Draft | DFT0003369 | | | | | 12/07/2023 | 31.86 |
| | | INV0023157 | TCDRS | 12/07/2023 | 12/07/2023 | 0.00 | 31.86 |
| Bank Draft | DFT0003381 | | | | | 12/11/2023 | 25.34 |
| | | INV0023169 | TCDRS | 12/11/2023 | 12/11/2023 | 0.00 | 25.34 |
| Bank Draft | DFT0003385 | | | | | 12/11/2023 | 135.83 |
| | | INV0023174 | TCDRS | 12/11/2023 | 12/11/2023 | 0.00 | 135.83 |
| Bank Draft | DFT0003389 | | | | | 12/18/2023 | 458.22 |
| | | INV0023232 | TCDRS | 12/18/2023 | 12/18/2023 | 0.00 | 458.22 |
| Bank Draft | DFT0003393 | | | | | 12/19/2023 | -163.62 |
| | | CM0000651 | TCDRS | 12/19/2023 | 12/19/2023 | 0.00 | -163.62 |
| Bank Draft | DFT0003397 | | | | | 12/20/2023 | 291.88 |
| | | INV0023342 | TCDRS | 12/20/2023 | 12/20/2023 | 0.00 | 291.88 |
| Bank Draft | DFT0003402 | | | | | 12/20/2023 | 5.47 |
| | | INV0023346 | TCDRS | 12/20/2023 | 12/20/2023 | 0.00 | 5.47 |
| Bank Draft | DFT0003411 | | | | | 12/22/2023 | 114,895.28 |
| | | INV0023368 | TCDRS | 12/22/2023 | 12/22/2023 | 0.00 | 114,895.28 |
| Bank Draft | DFT0003417 | | | | | 12/22/2023 | 4,350.10 |
| | | INV0023377 | TCDRS | 12/22/2023 | 12/22/2023 | 0.00 | 4,350.10 |
| Bank Draft | DFT0003425 | | | | | 12/22/2023 | 9.34 |
| | | INV0023409 | TCDRS | 12/22/2023 | 12/22/2023 | 0.00 | 9.34 |
| Bank Draft | DFT0003429 | | | | | 12/22/2023 | 844.37 |
| | | INV0023414 | TCDRS | 12/22/2023 | 12/22/2023 | 0.00 | 844.37 |

ACH # 3354, 3363, 3369, 3381, 3385, 3389, 3393, 3397, 3402, 3411, 3417, 3425, 3429

CHECK #'S ____________ - ____________

## Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|
| AP Main 999 | Manual Bank Draft | 13 | 13 | 0.00 | 245,392.73 |
| | Packet Totals: | 13 | 13 | 0.00 | 245,392.73 |

## Cash Fund Summary

| Fund | Name | Amount |
| --- | --- | --- |
| 999 | POOLED CASH - COUNTY FUNDS | -245,392.73 |
| | Packet Totals: | -245,392.73 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05851 - UNEMPLOYMENT

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 6159 | TEXAS ASSOCIATION OF COUNTIES | 01/22/2024 | Regular | 0.00 | 2,512.65 | 303255 |
| | **Void** | 01/22/2024 | Regular | 0.00 | 0.00 | 303256 |
| | **Void** | 01/22/2024 | Regular | 0.00 | 0.00 | 303257 |
| | **Void** | 01/22/2024 | Regular | 0.00 | 0.00 | 303258 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 17 | 1 | 0.00 | 2,512.65 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 3 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 17 | 4 | 0.00 | 2,512.65 |

ACH # ____________________

CHECK #'S 303255 - ____________

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 2,512.65 |
| | | | 2,512.65 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05852 - UNEMPLOYMENT

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 6159 | TEXAS ASSOCIATION OF COUNTIES | 01/22/2024 | Regular | 0.00 | 2,150.52 | 303259 |
| | **Void** | 01/22/2024 | Regular | 0.00 | 0.00 | 303260 |
| | **Void** | 01/22/2024 | Regular | 0.00 | 0.00 | 303261 |
| | **Void** | 01/22/2024 | Regular | 0.00 | 0.00 | 303262 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 32 | 1 | 0.00 | 2,150.52 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 3 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 32 | 4 | 0.00 | 2,150.52 |

ACH # ______________________

CHECK #'S 303259 ______________________

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 2,150.52 |
| | | | 2,150.52 |

# Check Register

Polk County, TX

Polk County, Texas

Packet: APPKT05854 - CHECK 1/24

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 15138 | CHARM-TEX INC | 01/24/2024 | Regular | 0.00 | 219.06 | 303263 |

**Bank Code AP Main 999 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 1 | 1 | 0.00 | 219.06 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 1 | 1 | 0.00 | 219.06 |

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CHECK #'S 303263 - __________

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 219.06 |
| | | | 219.06 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05849 - UTILITIES

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 15147 | AT & T | 01/26/2024 | Regular | 0.00 | 11.70 | 303324 |
| 11454 | CENTERPOINT ENERGY ENTEX | 01/26/2024 | Regular | 0.00 | 7,704.17 | 303325 |
| 13744 | DIRECTV, INC | 01/26/2024 | Regular | 0.00 | 142.70 | 303326 |
| 7949 | ENTERGY TEXAS, INC | 01/26/2024 | Regular | 0.00 | 3,381.26 | 303327 |
| 9423 | VERIZON WIRELESS | 01/26/2024 | Regular | 0.00 | 9,984.57 | 303328 |
| | **Void** | 01/26/2024 | Regular | 0.00 | 0.00 | 303329 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 10 | 5 | 0.00 | 21,224.40 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 1 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 10 | 6 | 0.00 | 21,224.40 |

ACH # ____________

CK #'S 303324 - 303329

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 21,224.40 |
| | | | 21,224.40 |

ACH # ______________________

# Check Register

Polk County, TX

CHECK #'S 303264 - 303323

Packet: APPKT05848 - IN & OUTS

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 18719 | ANGELINA COUNTY SHERIFF'S DEPT | 01/26/2024 | Regular | 0.00 | 90.00 | 303264 |
| 18719 | ANGELINA COUNTY SHERIFF'S DEPT | 01/26/2024 | Regular | 0.00 | 180.00 | 303265 |
| 18719 | ANGELINA COUNTY SHERIFF'S DEPT | 01/26/2024 | Regular | 0.00 | 180.00 | 303266 |
| 18719 | ANGELINA COUNTY SHERIFF'S DEPT | 01/26/2024 | Regular | 0.00 | 90.00 | 303267 |
| 18719 | ANGELINA COUNTY SHERIFF'S DEPT | 01/26/2024 | Regular | 0.00 | 180.00 | 303268 |
| 16694 | ARANSAS PASS SHERIFF'S OFFICE | 01/26/2024 | Regular | 0.00 | 150.00 | 303269 |
| 18784 | AVPM TX 4 PLLC | 01/26/2024 | Regular | 0.00 | 100.00 | 303270 |
| 16566 | BELL COUNTY CONST. PCT4 | 01/26/2024 | Regular | 0.00 | 80.00 | 303271 |
| 8594 | BERG, CECIL E. | 01/26/2024 | Regular | 0.00 | 1,400.00 | 303272 |
| 15884 | BRAZORIA CO. CONSTABLE PCT 3 | 01/26/2024 | Regular | 0.00 | 75.00 | 303273 |
| 19425 | CLAY COUNTY CONSTABLE | 01/26/2024 | Regular | 0.00 | 110.00 | 303274 |
| 18831 | DENTON COUNTY CONSTABLE, PCT | 01/26/2024 | Regular | 0.00 | 75.00 | 303275 |
| 19426 | EL PASO COUNTY CONSTABLE, PCT : | 01/26/2024 | Regular | 0.00 | 210.00 | 303276 |
| 16321 | GALVESTON CO CONST PCT 1 | 01/26/2024 | Regular | 0.00 | 200.00 | 303277 |
| 16377 | GALVESTON COUNTY CONST PCT 4 | 01/26/2024 | Regular | 0.00 | 100.00 | 303278 |
| 19427 | GALVESTON COUNTY CONSTABLE, P | 01/26/2024 | Regular | 0.00 | 100.00 | 303279 |
| 19427 | GALVESTON COUNTY CONSTABLE, P | 01/26/2024 | Regular | 0.00 | 200.00 | 303280 |
| 16600 | GRIMES CO CONST PCT 2 | 01/26/2024 | Regular | 0.00 | 100.00 | 303281 |
| 14153 | HAMRICK, JULIE MAYES | 01/26/2024 | Regular | 0.00 | 1,400.00 | 303282 |
| 13434 | HANCOCK-JONES, CHRISTIE LEE | 01/26/2024 | Regular | 0.00 | 350.00 | 303283 |
| 15879 | HARRIS COUNTY CONSTABLE PCT 1 | 01/26/2024 | Regular | 0.00 | 75.00 | 303284 |
| 15879 | HARRIS COUNTY CONSTABLE PCT 1 | 01/26/2024 | Regular | 0.00 | 225.00 | 303285 |
| 15978 | HARRIS COUNTY CONSTABLE PCT 3 | 01/26/2024 | Regular | 0.00 | 75.00 | 303286 |
| 15874 | HARRIS COUNTY CONSTABLE PCT 4 | 01/26/2024 | Regular | 0.00 | 75.00 | 303287 |
| 9655 | HARRIS COUNTY CONSTABLE PCT 5 | 01/26/2024 | Regular | 0.00 | 150.00 | 303288 |
| 15979 | HARRIS COUNTY CONSTABLE PCT 8 | 01/26/2024 | Regular | 0.00 | 150.00 | 303289 |
| 15979 | HARRIS COUNTY CONSTABLE PCT 8 | 01/26/2024 | Regular | 0.00 | 150.00 | 303290 |
| 15979 | HARRIS COUNTY CONSTABLE PCT 8 | 01/26/2024 | Regular | 0.00 | 75.00 | 303291 |
| 15979 | HARRIS COUNTY CONSTABLE PCT 8 | 01/26/2024 | Regular | 0.00 | 75.00 | 303292 |
| 19428 | HARRISON COUNTY CONSTABLE, PC | 01/26/2024 | Regular | 0.00 | 170.00 | 303293 |
| 15408 | JEFFERSON CO CONSTABLE PCT 1 | 01/26/2024 | Regular | 0.00 | 75.00 | 303294 |
| 19027 | JOHNSON COUNTY CONSTABLE PCT | 01/26/2024 | Regular | 0.00 | 170.00 | 303295 |
| 18956 | LEON COUNTY CONSTABLE PCT 2 | 01/26/2024 | Regular | 0.00 | 100.00 | 303296 |
| 16444 | LIBERTY COUNTY CONSTABLE PCT 6 | 01/26/2024 | Regular | 0.00 | 100.00 | 303297 |
| 16444 | LIBERTY COUNTY CONSTABLE PCT 6 | 01/26/2024 | Regular | 0.00 | 75.00 | 303298 |
| 7359 | LINEBARGER GOGGAN BLAIR & SAM | 01/26/2024 | Regular | 0.00 | 8,600.00 | 303299 |
| | **Void** | 01/26/2024 | Regular | 0.00 | 0.00 | 303300 |
| ~~6525~~ | ~~LIVINGSTON JR HIGH~~ | ~~01/26/2024~~ | ~~Regular~~ | ~~0.00~~ | ~~50.00~~ | ~~303301~~ |
| 15538 | MCMAHON IV, JOSHUA | 01/26/2024 | Regular | 0.00 | 1,400.00 | 303302 |
| 15877 | MONTGOMERY COUNTY CONSTABL | 01/26/2024 | Regular | 0.00 | 75.00 | 303303 |
| 839 | MONTGOMERY COUNTY CONSTABL | 01/26/2024 | Regular | 0.00 | 150.00 | 303304 |
| 839 | MONTGOMERY COUNTY CONSTABL | 01/26/2024 | Regular | 0.00 | 75.00 | 303305 |
| 839 | MONTGOMERY COUNTY CONSTABL | 01/26/2024 | Regular | 0.00 | 225.00 | 303306 |
| 839 | MONTGOMERY COUNTY CONSTABL | 01/26/2024 | Regular | 0.00 | 150.00 | 303307 |
| 839 | MONTGOMERY COUNTY CONSTABL | 01/26/2024 | Regular | 0.00 | 75.00 | 303308 |
| 19138 | NACOGDOCHES COUNTY CONSTABL | 01/26/2024 | Regular | 0.00 | 180.00 | 303309 |
| 10092 | PANOLA CO. S.O. | 01/26/2024 | Regular | 0.00 | 150.00 | 303310 |
| 14837 | PHILLIPS, BOBBY | 01/26/2024 | Regular | 0.00 | 2,450.00 | 303311 |
| 483 | POLK COUNTY CRIME STOPPERS | 01/26/2024 | Regular | 0.00 | 252.17 | 303312 |
| 18593 | SAN JACINTO COUNTY CONSTABLE I | 01/26/2024 | Regular | 0.00 | 200.00 | 303313 |
| 16228 | SAN JACINTO COUNTY CONSTABLE I | 01/26/2024 | Regular | 0.00 | 200.00 | 303314 |
| ~~19430~~ | ~~SHELBY COUNTY CONSTABLE, PCT 2~~ | ~~01/26/2024~~ | ~~Regular~~ | ~~0.00~~ | ~~90.00~~ | ~~303315~~ |
| 19429 | SHELBY COUNTY CONSTABLE, PCT 3 | 01/26/2024 | Regular | 0.00 | 70.00 | 303316 |
| 10926 | TEXAS DEPARTMENT OF PUBLIC SAF | 01/26/2024 | Regular | 0.00 | 175.00 | 303317 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| 16656 | TEXAS PARKS & WILDLIFE | 01/26/2024 | Regular | 0.00 | 170.00 | 303318 |
| 15952 | TEXAS PARKS & WILDLIFE | 01/26/2024 | Regular | 0.00 | 64.60 | 303319 |
| 15647 | TEXAS PARKS & WILDLIFE | 01/26/2024 | Regular | 0.00 | 85.00 | 303320 |
| 14854 | THE WILLIAMS FIRM P.C. | 01/26/2024 | Regular | 0.00 | 700.00 | 303321 |
| 15737 | TRAVIS COUNTY CONSTABLE PCT 3 | 01/26/2024 | Regular | 0.00 | 80.00 | 303322 |
| 667 | WALKER COUNTY CONSTABLES | 01/26/2024 | Regular | 0.00 | 100.00 | 303323 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 112 | 59 | 0.00 | 22,876.77 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 1 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **112** | **60** | **0.00** | **22,876.77** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 22,876.77 |
| | | | 22,876.77 |

# Check Register

Polk County, TX

Packet: APPKT05857 - NATIONAL FAMILY NOV

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 544 | NATIONAL FAMILY CARE LIFE | 01/26/2024 | Regular | 0.00 | 22.50 | 303330 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 2 | 1 | 0.00 | 22.50 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 2 | 1 | 0.00 | 22.50 |

ACH # ____________

CHECK #'S 303330 - ________

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 22.50 |
| | | | 22.50 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05858 - NATIONAL FAMILY DEC

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: AP Main 999-AP Bank Code Old (999)** | | | | | | |
| 544 | NATIONAL FAMILY CARE LIFE | 01/26/2024 | Regular | 0.00 | 22.50 | 303331 |

**Bank Code AP Main 999 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 2 | 1 | 0.00 | 22.50 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **2** | **1** | **0.00** | **22.50** |

ACH # ____________________

CHECK #'S 303331 - __________

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 22.50 |
| | | | 22.50 |

# Check Register

Polk County, TX

Packet: APPKT05862 - EARLY CHECKS

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: AP Health Trst 083-AP Health Insurance Trust 083** | | | | | | |
| 16224 | AmWINS Group Benefits, Inc. | 01/29/2024 | Regular | 0.00 | 20,864.24 | 476 |
| | **Void** | 01/29/2024 | Regular | 0.00 | 0.00 | 477 |
| | **Void** | 01/29/2024 | Regular | 0.00 | 0.00 | 478 |
| | **Void** | 01/29/2024 | Regular | 0.00 | 0.00 | 479 |
| | **Void** | 01/29/2024 | Regular | 0.00 | 0.00 | 480 |
| | **Void** | 01/29/2024 | Regular | 0.00 | 0.00 | 481 |
| | **Void** | 01/29/2024 | Regular | 0.00 | 0.00 | 482 |

**Bank Code AP Health Trst 083 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 2 | 1 | 0.00 | 20,864.24 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 6 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 2 | 7 | 0.00 | 20,864.24 |

ACH # ____________ -083

CHECK #'S 476 - 482 Health Ins. Bank

ACH # ____________ - 010

CHECK #'S 303332 - 303335 Main Bank

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 14430 | COMPTROLLER OF PUBLIC ACCOUN | 01/29/2024 | Regular | 0.00 | 10.00 | 303332 |
| 16781 | MEDICAL AIR SERVICES ASSOCIATIO | 01/29/2024 | Regular | 0.00 | 280.00 | 303333 |
| 544 | NATIONAL FAMILY CARE LIFE | 01/29/2024 | Regular | 0.00 | 22.50 | 303334 |
| 18900 | TEXAS MATERIALS GROUP, INC | 01/29/2024 | Regular | 0.00 | 4,522.70 | 303335 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 9 | 4 | 0.00 | 4,835.20 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 9 | 4 | 0.00 | 4,835.20 |

# All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 11 | 5 | 0.00 | 25,699.44 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 6 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 11 | 11 | 0.00 | 25,699.44 |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 083 | RETIREE HEALTH BENEFITS TRUST | 1/2024 | 20,864.24 |
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 4,835.20 |
| | | | 25,699.44 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05872 - TERRI

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 12060 | POLK COUNTY TREASURER | 01/31/2024 | Regular | 0.00 | 5,260.00 | 303337 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 1 | 1 | 0.00 | 5,260.00 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 1 | 1 | 0.00 | 5,260.00 |

ACH # ______________________

CHECK #'S 303337 - __________

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 5,260.00 |
| | | | 5,260.00 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05878 - PAYROLL DEDUCTIONS

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 558 | NATIONWIDE RETIREMENT SOLUTIC | 01/31/2024 | Regular | 0.00 | 1,058.00 | 303342 |
| 12068 | TMPA TRAINING | 01/31/2024 | Regular | 0.00 | 12.92 | 303343 |

**Bank Code AP Main 999 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 2 | 2 | 0.00 | 1,070.92 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 2 | 2 | 0.00 | 1,070.92 |

ACH # __________________

CHECK #'S 303342 - 303343

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 1/2024 | 1,070.92 |
| | | | 1,070.92 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05873 - REOCCURING

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 618 | LUNA, DR RAYMOND M.D. | 02/01/2024 | Regular | 0.00 | 11,700.00 | 303338 |
| 16506 | ROSARIO, MARCELO | 02/01/2024 | Regular | 0.00 | 5,350.59 | 303339 |
| 16784 | SERENITY HOUSE COUNSELING, PLL( | 02/01/2024 | Regular | 0.00 | 4,000.00 | 303340 |
| 16786 | WINSTON, ANN L. | 02/01/2024 | Regular | 0.00 | 3,000.00 | 303341 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 4 | 4 | 0.00 | 24,050.59 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 4 | 4 | 0.00 | 24,050.59 |

ACH # ____________________

CHECK #'S 303338 - 303341

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 2/2024 | 24,050.59 |
| | | | 24,050.59 |

# Payment Register

Polk County, TX

Polk County, Texas

APPKT05853 - PYPKT04590 - GATES, BCBS CORRECTIONS

01 - Vendor Set 01

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

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 8930 | CAPITAL BANK & TRUST CO. | | | | | 1,321.12 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0003480 | | | | 01/30/2024 | 123.17 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023762 | American Funds | | 01/30/2024 | 01/30/2024 | 0.00 | 123.17 |
| Bank Draft | DFT0003489 | | | | 02/02/2024 | 1,197.95 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023766 | American Funds | | 02/02/2024 | 02/02/2024 | 0.00 | 1,197.95 |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 16447 | IRS FED INCOME TAX | | | | | 119,715.25 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0003475 | | | | 01/31/2024 | 5.05 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023759 | FED INCOME TAX WITHHOLDING | | 01/23/2024 | 01/31/2024 | 0.00 | 5.05 |
| Bank Draft | DFT0003476 | | | | 01/31/2024 | -126.70 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| CM0000667 | IRS SOC SEC | | 01/23/2024 | 01/31/2024 | 0.00 | -126.70 |
| Bank Draft | DFT0003477 | | | | 01/31/2024 | -29.60 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| CM0000668 | IRS MEDICARE | | 01/23/2024 | 01/31/2024 | 0.00 | -29.60 |
| Bank Draft | DFT0003486 | | | | 01/31/2024 | 0.10 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023764 | FED INCOME TAX WITHHOLDING | | 01/30/2024 | 01/31/2024 | 0.00 | 0.10 |
| Bank Draft | DFT0003487 | | | | 01/31/2024 | -2.38 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| CM0000671 | IRS SOC SEC | | 01/30/2024 | 01/31/2024 | 0.00 | -2.38 |
| Bank Draft | DFT0003488 | | | | 01/31/2024 | -0.56 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| CM0000672 | IRS MEDICARE | | 01/30/2024 | 01/31/2024 | 0.00 | -0.56 |
| Bank Draft | DFT0003497 | | | | 02/29/2024 | 36,773.48 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023788 | FED INCOME TAX WITHHOLDING | | 02/02/2024 | 02/29/2024 | 0.00 | 36,773.48 |
| Bank Draft | DFT0003498 | | | | 02/29/2024 | 67,345.68 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| ~~INV0023789~~ | ~~IRS SOC SEC~~ | | ~~02/02/2024~~ | ~~02/29/2024~~ | ~~0.00~~ | ~~67,345.68~~ |
| Bank Draft | DFT0003499 | | | | 02/29/2024 | 15,750.18 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023790 | IRS MEDICARE | | 02/02/2024 | 02/29/2024 | 0.00 | 15,750.18 |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 11380 | TEXAS CHILD SUPPORT DIVISION | | | | | 2,507.73 |
| **Payment Type** | **Payment Number** | | | | **Payment Date** | **Payment Amount** |
| Bank Draft | DFT0003495 | | | | 02/02/2024 | 27.69 |
| **Payable Number** | **Description** | | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023783 | TEXAS CHILD SUPPORT DIVISION | | 02/02/2024 | 02/02/2024 | 0.00 | 27.69 |

ACH # 3480, 3489, 3475, 3476, 3477, 3486, 3487, 3488, 3497, 3498, 3499, 3495, 3496

CHECK #'S ____________ - ____________

| Bank Draft | DFT0003496 | | | 02/02/2024 | 2,480.04 |
|---|---|---|---|---|---|
| **Payable Number** | **Description** | **Payable Date** | **Due Date** | **Discount Amount** | **Payable Amount** |
| INV0023784 | TEXAS CHILD SUPPORT DIVISION | 02/02/2024 | 02/02/2024 | 0.00 | 2,480.04 |

## Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|
| AP Main 999 | Manual Bank Draft | 13 | 13 | 0.00 | 123,544.10 |
| | **Packet Totals:** | **13** | **13** | **0.00** | **123,544.10** |

## Cash Fund Summary

| Fund | Name | Amount |
|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | -123,544.10 |
| | Packet Totals: | -123,544.10 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05860 - UTILITIES 2/2

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 11454 | CENTERPOINT ENERGY ENTEX | 02/02/2024 | Regular | 0.00 | 851.50 | 303346 |
| 7949 | ENTERGY TEXAS, INC | 02/02/2024 | Regular | 0.00 | 1,617.12 | 303347 |
| 438 | LEGGETT WATER SUPPLY CORP. | 02/02/2024 | Regular | 0.00 | 50.25 | 303348 |
| 724 | SAM HOUSTON ELECTRIC COOP. IN( | 02/02/2024 | Regular | 0.00 | 2,774.66 | 303349 |
| 1222 | TEXAS ASSOCIATION OF COUNTIES | 02/02/2024 | Regular | 0.00 | 36,198.50 | 303350 |
| 9648 | TEXAS DOCUMENT SOLUTIONS | 02/02/2024 | Regular | 0.00 | 255.30 | 303351 |
| 15186 | TEXAS DOCUMENT SOLUTIONS INC | 02/02/2024 | Regular | 0.00 | 147.81 | 303352 |
| 15186 | TEXAS DOCUMENT SOLUTIONS INC | 02/02/2024 | Regular | 0.00 | 138.75 | 303353 |
| 11854 | VOYAGER FLEET SYSTEMS, INC. | 02/02/2024 | Regular | 0.00 | 483.46 | 303354 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 13 | 9 | 0.00 | 42,517.35 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 13 | 9 | 0.00 | 42,517.35 |

ACH #________________

CHECK #'S 303346 - 303354

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 2/2024 | 42,517.35 |
| | | | 42,517.35 |

Polk County, Texas

Polk County, TX

# Check Register

Packet: APPKT05892 - TERRI

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 12060 | POLK COUNTY TREASURER | 02/06/2024 | Regular | 0.00 | 615.00 | 303364 |

**Bank Code AP Main 999 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 1 | 1 | 0.00 | 615.00 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 1 | 1 | 0.00 | 615.00 |

ACH # ____________

CHECK #'S 303364 - ________

## Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | 2/2024 | 615.00 |
| | | | 615.00 |

# Payment Register

Polk County, TX

APPKT05893 - WIRES TO GO ON COURT

01 - Vendor Set 01

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

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 16360 | AMEGY BANK OF TEXAS | | | | | 500,376.50 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Bank Draft | DFT0003522 | | | | 02/13/2024 | 164,735.50 |
| Payable Number | Description | | Payable Date | Due Date | Discount Amount | Payable Amount |
| 17506275189001 / FY24 | TAX NOTE SERIES 2018 | | 02/13/2024 | 02/13/2024 | 0.00 | 164,735.50 |
| Bank Draft | DFT0003523 | | | | 02/13/2024 | 263,463.00 |
| Payable Number | Description | | Payable Date | Due Date | Discount Amount | Payable Amount |
| 1750000104074 / FY24 | TAX NOTE SERIES 2019 | | 02/13/2024 | 02/13/2024 | 0.00 | 263,463.00 |
| Bank Draft | DFT0003524 | | | | 02/13/2024 | 72,178.00 |
| Payable Number | Description | | Payable Date | Due Date | Discount Amount | Payable Amount |
| 1750000301316 / FY24 | TAX NOTE SERIES 2021 | | 02/13/2024 | 02/13/2024 | 0.00 | 72,178.00 |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 14351 | BOKF, NA | | | | | 1,165,290.13 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Bank Draft | DFT0003519 | | | | 02/13/2024 | 128,075.00 |
| Payable Number | Description | | Payable Date | Due Date | Discount Amount | Payable Amount |
| POLK520GOR / FY24 | POLK COUNTY | | 02/13/2024 | 02/13/2024 | 0.00 | 128,075.00 |
| Bank Draft | DFT0003520 | | | | 02/13/2024 | 158,890.13 |
| Payable Number | Description | | Payable Date | Due Date | Discount Amount | Payable Amount |
| POLK716CO / FY24 | POLK COUNTY | | 02/13/2024 | 02/13/2024 | 0.00 | 158,890.13 |
| Bank Draft | DFT0003521 | | | | 02/13/2024 | 878,325.00 |
| Payable Number | Description | | Payable Date | Due Date | Discount Amount | Payable Amount |
| POLK822TN - FY24 | POLK COUNTY | | 02/13/2024 | 02/13/2024 | 0.00 | 878,325.00 |

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---|---|---|---|---|---|---|
| 18321 | FIRST NATIONAL BANK OF HUNTSVILLE | | | | | 133,550.00 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Bank Draft | DFT0003525 | | | | 02/13/2024 | 133,550.00 |
| Payable Number | Description | | Payable Date | Due Date | Discount Amount | Payable Amount |
| FY2024 | TN SERIES 2020 | | 02/13/2024 | 02/13/2024 | 0.00 | 133,550.00 |

ACH # 3522, 3523, 3524, 3519, 3520, 3521, 3525

CHECK #'S ____________ - ____________

## Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|---|
| AP Main 999 | Manual Bank Draft | 7 | 7 | 0.00 | 1,799,216.63 |
| | Packet Totals: | 7 | 7 | 0.00 | 1,799,216.63 |

## Cash Fund Summary

| Fund | Name | Amount |
|---|---|---|
| 999 | POOLED CASH - COUNTY FUNDS | -1,799,216.63 |
| | Packet Totals: | -1,799,216.63 |

# Check Register

Polk County, TX

Packet: APPKT05897 - COURT 02/13/2024

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP 033 AMERICAN RES-AP 033 AMERICAN RESUE PLAN ACT | | | | | | |
| 6221 | GOODWIN LASITER INC | 02/13/2024 | Regular | 0.00 | 14,508.90 | 261 |
| 18900 | TEXAS MATERIALS GROUP, INC | 02/13/2024 | Regular | 0.00 | 7,992.73 | 262 |

**Bank Code AP 033 AMERICAN RES Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 2 | 2 | 0.00 | 22,501.63 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 2 | 2 | 0.00 | 22,501.63 |

ACH # ______ -033

CHECK #'S 261 - 262 ARPA Bank

ACH # ______ -035

CHECK #'S 1215 - 1216 grants Bank

ACH # ______ -010

CHECK #'S 303365 - 303509 Main Bank

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: AP Grants Funds 035-AP Grants Funds 035** | | | | | | |
| 19135 | COMPLEX CONTRACTING, INC | 02/13/2024 | Regular | 0.00 | 83,657.64 | 1215 |
| 16018 | KOMATSU RANGEL, INC. | 02/13/2024 | Regular | 0.00 | 1,198.20 | 1216 |

**Bank Code AP Grants Funds 035 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 2 | 2 | 0.00 | 84,855.84 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 2 | 2 | 0.00 | 84,855.84 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 18897 | 1ST CHOICE GREASE SERVICE LLC. | 02/13/2024 | Regular | 0.00 | 973.76 | 303365 |
| 7896 | A.C.G. INVESTMENTS | 02/13/2024 | Regular | 0.00 | 1,019.80 | 303366 |
| 16812 | ALLEYTON RESOURCE, LLC | 02/13/2024 | Regular | 0.00 | 3,876.52 | 303367 |
| 15166 | AMERICAN FILTER SERVICE | 02/13/2024 | Regular | 0.00 | 252.00 | 303368 |
| 15207 | ARAMARK UNIFORM & CAREER APP | 02/13/2024 | Regular | 0.00 | 594.54 | 303369 |
| 16208 | ARCOSA AGGREGATES, INC. | 02/13/2024 | Regular | 0.00 | 1,378.88 | 303370 |
| 14148 | AUTO-CHLOR SERVICES, LLC | 02/13/2024 | Regular | 0.00 | 900.00 | 303371 |
| 14015 | BARKER, TAMMY | 02/13/2024 | Regular | 0.00 | 59.22 | 303372 |
| 16669 | BEN E. KEITH COMPANY | 02/13/2024 | Regular | 0.00 | 12,266.28 | 303373 |
| 8594 | BERG, CECIL E. | 02/13/2024 | Regular | 0.00 | 1,845.00 | 303374 |
| 14509 | BLUE TARP FINANCIAL, INC | 02/13/2024 | Regular | 0.00 | 3,709.98 | 303375 |
| 15912 | BOILER SPECIALISTS SALES & SERVIC | 02/13/2024 | Regular | 0.00 | 5,983.20 | 303376 |
| 16143 | BONNER ROOFING & METAL INC. | 02/13/2024 | Regular | 0.00 | 2,710.00 | 303377 |
| 14785 | BOOT BARN HOLDINGS | 02/13/2024 | Regular | 0.00 | 1,299.34 | 303378 |
| 15651 | BURRIS, RYAN | 02/13/2024 | Regular | 0.00 | 143.91 | 303379 |
| 18884 | CADDENHEAD, FERN | 02/13/2024 | Regular | 0.00 | 242.00 | 303380 |
| 18210 | CASAS, JAVIER | 02/13/2024 | Regular | 0.00 | 285.00 | 303381 |
| 8102 | CDW GOVERNMENT | 02/13/2024 | Regular | 0.00 | 44.08 | 303382 |
| 32 | CHEROKEE COUNTY | 02/13/2024 | Regular | 0.00 | 720.00 | 303383 |
| 514 | CINTAS CORPORATION #494 | 02/13/2024 | Regular | 0.00 | 162.84 | 303384 |
| 19433 | CLAYTON, CALEB | 02/13/2024 | Regular | 0.00 | 125.00 | 303385 |
| 8372 | CLEVELAND ASPHALT PRODUCTS CC | 02/13/2024 | Regular | 0.00 | 2,414.75 | 303386 |
| 1765 | CLIFTON CHEVROLET INC | 02/13/2024 | Regular | 0.00 | 100.98 | 303387 |
| 14890 | COAST TO COAST COMPUTER PROD | 02/13/2024 | Regular | 0.00 | 559.96 | 303388 |
| 8182 | COLVIN, ANTHONY L | 02/13/2024 | Regular | 0.00 | 72.47 | 303389 |
| 19135 | COMPLEX CONTRACTING, INC | 02/13/2024 | Regular | 0.00 | 186,205.73 | 303390 |
| 13713 | COOK TIRE & SERVICE CENTER, INC | 02/13/2024 | Regular | 0.00 | 4,417.38 | 303391 |
| 15063 | COUCH, DEE | 02/13/2024 | Regular | 0.00 | 95.66 | 303392 |
| 12252 | CWS PROPANE, LLC | 02/13/2024 | Regular | 0.00 | 187.50 | 303393 |
| 13820 | DIGITALMARKETS, INC. | 02/13/2024 | Regular | 0.00 | 8,126.00 | 303394 |
| 19417 | DILORIO, AARON MATTHEW | 02/13/2024 | Regular | 0.00 | 3,114.00 | 303395 |
| 14853 | DIRECT SOLUTIONS | 02/13/2024 | Regular | 0.00 | 1,880.99 | 303396 |
| 9524 | DOTY, JAMES CARROLL | 02/13/2024 | Regular | 0.00 | 850.00 | 303397 |
| 8791 | DOUBLE S WELDING SUPPLY LLC | 02/13/2024 | Regular | 0.00 | 38.60 | 303398 |
| 226 | EASTEX TELEPHONE COOPERATIVE, | 02/13/2024 | Regular | 0.00 | 19.99 | 303399 |
| 16661 | EDWARDS, CARLA SUE | 02/13/2024 | Regular | 0.00 | 6,597.10 | 303400 |
| 15625 | ELLIOTT, TRAVIS NOLAN | 02/13/2024 | Regular | 0.00 | 3,900.00 | 303401 |
| 14897 | EMERSON, CASSANDRA | 02/13/2024 | Regular | 0.00 | 225.00 | 303402 |
| 18713 | E-NOTICE, INC | 02/13/2024 | Regular | 0.00 | 604.45 | 303403 |
| 676 | FAIR ICE SERVICE | 02/13/2024 | Regular | 0.00 | 161.00 | 303404 |
| 12342 | FEDEX | 02/13/2024 | Regular | 0.00 | 11.61 | 303405 |
| 15542 | FIRST COMMUNITY FINANCIAL GRO | 02/13/2024 | Regular | 0.00 | 71.00 | 303406 |
| 11370 | FLOWERS BAKING COMPANY | 02/13/2024 | Regular | 0.00 | 582.09 | 303407 |
| 16243 | FORENSIC MEDICAL MANAGEMENT | 02/13/2024 | Regular | 0.00 | 13,500.00 | 303408 |
| ~~9570~~ | ~~GASPARINI, JOHN W~~ | ~~02/13/2024~~ | ~~Regular~~ | ~~0.00~~ | ~~1,164.11~~ | ~~303409~~ |
| 1427 | GENERAL WIRE & ELECTRICAL | 02/13/2024 | Regular | 0.00 | 20.92 | 303410 |
| 19096 | GIS WORKSHOP LLC | 02/13/2024 | Regular | 0.00 | 1,461.00 | 303411 |
| 254 | GOODRICH FIRE DEPARTMENT | 02/13/2024 | Regular | 0.00 | 4,775.98 | 303412 |
| 6035 | GOVERNMENT FINANCE OFFICERS A | 02/13/2024 | Regular | 0.00 | 575.00 | 303413 |
| 18651 | GREER, DARRELL R. | 02/13/2024 | Regular | 0.00 | 7,102.00 | 303414 |
| 14153 | HAMRICK, JULIE MAYES | 02/13/2024 | Regular | 0.00 | 1,600.00 | 303415 |
| 13434 | HANCOCK-JONES, CHRISTIE LEE | 02/13/2024 | Regular | 0.00 | 9,350.00 | 303416 |
| 13750 | HENDRIX, GREG | 02/13/2024 | Regular | 0.00 | 7,000.00 | 303417 |
| 15806 | HOLLAND, JOHN W. | 02/13/2024 | Regular | 0.00 | 4,425.00 | 303418 |
| 10197 | HUGHES PETROLEUM PRODUCTS, IN | 02/13/2024 | Regular | 0.00 | 52,846.71 | 303419 |
| 16220 | HUGHES, MATTHEW | 02/13/2024 | Regular | 0.00 | 12,587.46 | 303420 |
| 13945 | ICS JAIL SUPPLIES INC | 02/13/2024 | Regular | 0.00 | 915.00 | 303421 |
| 15911 | JACKSON, DERRIKA L. | 02/13/2024 | Regular | 0.00 | 600.00 | 303422 |
| 11224 | JOHNSON SUPPLY | 02/13/2024 | Regular | 0.00 | 3,717.08 | 303423 |
| 15566 | JOHNSON, DARRYL W. | 02/13/2024 | Regular | 0.00 | 600.00 | 303424 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| 15797 | JOHNSON, ROBERT | 02/13/2024 | Regular | 0.00 | 500.65 | 303425 |
| 11909 | JUSTICE BENEFITS, INC. | 02/13/2024 | Regular | 0.00 | 645.48 | 303426 |
| 16659 | KAY RADIO & ELECTRONIC SERV., LL | 02/13/2024 | Regular | 0.00 | 1,799.00 | 303427 |
| 6121 | KIMBALL MIDWEST | 02/13/2024 | Regular | 0.00 | 914.20 | 303428 |
| 19435 | KING,SHAWN | 02/13/2024 | Regular | 0.00 | 184.01 | 303429 |
| 16018 | KOMATSU RANGEL, INC. | 02/13/2024 | Regular | 0.00 | 2,666.96 | 303430 |
| 13614 | LAKE COMMUNICATION CO., INC | 02/13/2024 | Regular | 0.00 | 275.00 | 303431 |
| 12708 | LANGE DISTRIBUTING CO INC | 02/13/2024 | Regular | 0.00 | 17.98 | 303432 |
| 18765 | LEAL-HUDSON, RACHEL | 02/13/2024 | Regular | 0.00 | 1,035.00 | 303433 |
| 18778 | LEGGETT, KASAUNDRA | 02/13/2024 | Regular | 0.00 | 428.00 | 303434 |
| 11896 | LEWIS AIR COND & HEATING INC | 02/13/2024 | Regular | 0.00 | 225.00 | 303435 |
| 12773 | LEXIS NEXIS RISK SOLUTIONS | 02/13/2024 | Regular | 0.00 | 186.09 | 303436 |
| 11264 | LIVINGSTON FEED & FARM SUPPLY | 02/13/2024 | Regular | 0.00 | 59.96 | 303437 |
| 18756 | LONG, JOSHUA | 02/13/2024 | Regular | 0.00 | 3,226.75 | 303438 |
| 428 | LOWE, DEREK | 02/13/2024 | Regular | 0.00 | 9,320.12 | 303439 |
| 618 | LUNA, DR RAYMOND M.D. | 02/13/2024 | Regular | 0.00 | 1,490.00 | 303440 |
| 16168 | LYNN HENDRIX TRUCK & EQUIPMEN | 02/13/2024 | Regular | 0.00 | 216.77 | 303441 |
| 10160 | LYONS, BYRON | 02/13/2024 | Regular | 0.00 | 55.00 | 303442 |
| 19045 | MABRY, BOBBY SCOTT | 02/13/2024 | Regular | 0.00 | 150.00 | 303443 |
| 19303 | MARTINEZ WELDING | 02/13/2024 | Regular | 0.00 | 230.00 | 303444 |
| 15182 | MATTHEWS, MICHAEL D. II | 02/13/2024 | Regular | 0.00 | 1,562.50 | 303445 |
| 11332 | MAYER, TERRI | 02/13/2024 | Regular | 0.00 | 60.00 | 303446 |
| 11042 | MIKE'S SAW & SUPPLY LLC | 02/13/2024 | Regular | 0.00 | 1,489.99 | 303447 |
| 16039 | MINGER, RODNEY | 02/13/2024 | Regular | 0.00 | 1,350.00 | 303448 |
| 85020 | MONTGOMERY COUNTY CLERK | 02/13/2024 | Regular | 0.00 | 1,700.00 | 303449 |
| 1561 | MURPHY, SYDNEY | 02/13/2024 | Regular | 0.00 | 63.78 | 303450 |
| 1578 | MUSIC MOUNTAIN WATER CO. LLC | 02/13/2024 | Regular | 0.00 | 14.69 | 303451 |
| 500 | MUSTANG MACHINERY COMPANY, | 02/13/2024 | Regular | 0.00 | 725.48 | 303452 |
| 16401 | NEXTONER, LLC | 02/13/2024 | Regular | 0.00 | 625.68 | 303453 |
| 19432 | OLIVER, CHARLES STEVENS, II | 02/13/2024 | Regular | 0.00 | 1,000.00 | 303454 |
| 16471 | OPENSHAW, ANGIE | 02/13/2024 | Regular | 0.00 | 45.00 | 303455 |
| 9802 | O'REILLY AUTO ENTERPRISES, LLC | 02/13/2024 | Regular | 0.00 | 1,946.71 | 303456 |
| 15537 | OSBORN, DANIEL | 02/13/2024 | Regular | 0.00 | 700.00 | 303457 |
| 14837 | PHILLIPS, BOBBY | 02/13/2024 | Regular | 0.00 | 2,512.50 | 303458 |
| 13243 | PITNEY BOWES GLOBAL FINANCIAL ! | 02/13/2024 | Regular | 0.00 | 2,074.47 | 303459 |
| 16074 | PLOTH, LOUIS | 02/13/2024 | Regular | 0.00 | 67.50 | 303460 |
| 627 | POLK CENTRAL APPRAISAL DIST. | 02/13/2024 | Regular | 0.00 | 158,550.33 | 303461 |
| 1463 | POLK COUNTY CHAMBER OF COMM | 02/13/2024 | Regular | 0.00 | 9,875.20 | 303462 |
| 433 | POLK COUNTY FUNERAL SERVICES | 02/13/2024 | Regular | 0.00 | 1,700.00 | 303463 |
| 16337 | POLK COUNTY HIGHER EDUCATION | 02/13/2024 | Regular | 0.00 | 7,406.40 | 303464 |
| 10816 | POLK COUNTY JUVENILE PROBATIOI | 02/13/2024 | Regular | 0.00 | 44,115.00 | 303465 |
| 295 | POLK COUNTY PUBLISHING CO. | 02/13/2024 | Regular | 0.00 | 10.00 | 303466 |
| 6567 | POLK COUNTY TAX OFFICE | 02/13/2024 | Regular | 0.00 | 30.00 | 303467 |
| 8916 | POWERPLAN | 02/13/2024 | Regular | 0.00 | 557.65 | 303468 |
| 18783 | PREMIER TIRE | 02/13/2024 | Regular | 0.00 | 755.22 | 303469 |
| 16705 | R.L. SANDERS JR. | 02/13/2024 | Regular | 0.00 | 285.00 | 303470 |
| 9706 | RELIABLE AUTO PARTS CO. | 02/13/2024 | Regular | 0.00 | 712.61 | 303471 |
| 13370 | RELX INC. | 02/13/2024 | Regular | 0.00 | 494.62 | 303472 |
| 18808 | RICHARDS, ROCKY | 02/13/2024 | Regular | 0.00 | 2,460.45 | 303473 |
| 15553 | RICHARDSON CONSTRUCTION LLC | 02/13/2024 | Regular | 0.00 | 3,460.00 | 303474 |
| 15302 | RIVER CITY SUPPLY, LLC | 02/13/2024 | Regular | 0.00 | 128.65 | 303475 |
| 6028 | ROMCO INC. | 02/13/2024 | Regular | 0.00 | 265.39 | 303476 |
| 1475 | ROTH, JOE D. | 02/13/2024 | Regular | 0.00 | 4,050.00 | 303477 |
| 13850 | RURAL PIPE & SUPPLY, INC | 02/13/2024 | Regular | 0.00 | 15.90 | 303478 |
| 19421 | SAURI, LUIS | 02/13/2024 | Regular | 0.00 | 275.00 | 303479 |
| 14571 | SAYYAH, EDMOND L | 02/13/2024 | Regular | 0.00 | 33.56 | 303480 |
| 16154 | SHADWICK, LANA | 02/13/2024 | Regular | 0.00 | 1,200.00 | 303481 |
| 19234 | SHUKAN, LENOR EDITH | 02/13/2024 | Regular | 0.00 | 3,400.00 | 303482 |
| 15922 | SOTTOSANTI, DAVID | 02/13/2024 | Regular | 0.00 | 55.00 | 303483 |
| 14637 | TEXAS ASSOCIATION OF COUNTIES | 02/13/2024 | Regular | 0.00 | 2,431.52 | 303484 |
| 14764 | TEXAS ASSOCIATION OF COUNTIES | 02/13/2024 | Regular | 0.00 | 530.00 | 303485 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| 19424 | TEXAS DEPARTMENT OF STATE AND | 02/13/2024 | Regular | 0.00 | 150.00 | 303486 |
| 9648 | TEXAS DOCUMENT SOLUTIONS | 02/13/2024 | Regular | 0.00 | 1,520.32 | 303487 |
| 9648 | TEXAS DOCUMENT SOLUTIONS | 02/13/2024 | Regular | 0.00 | 3,881.40 | 303488 |
| 18900 | TEXAS MATERIALS GROUP, INC | 02/13/2024 | Regular | 0.00 | 195,385.96 | 303489 |
| 9756 | TEXAS TRUCK ACCESSORIES | 02/13/2024 | Regular | 0.00 | 160.00 | 303490 |
| 782 | THOMAS SUPPLY, INC. | 02/13/2024 | Regular | 0.00 | 1,964.16 | 303491 |
| 10039 | THOMAS, ROBERT | 02/13/2024 | Regular | 0.00 | 230.19 | 303492 |
| 16291 | TOTAL PERFORMANCE ROGER KEN' | 02/13/2024 | Regular | 0.00 | 692.66 | 303493 |
| 15088 | TRANSUNION RISK AND ALTERNATI\ | 02/13/2024 | Regular | 0.00 | 75.00 | 303494 |
| 19431 | TRANTEX TRANSPORTATION PRODU | 02/13/2024 | Regular | 0.00 | 924.00 | 303495 |
| 18240 | TRIPLE CORD LLC | 02/13/2024 | Regular | 0.00 | 119.99 | 303496 |
| 19184 | TURNER, MARY ANN | 02/13/2024 | Regular | 0.00 | 72.36 | 303497 |
| 7120 | UNITED STATES POSTAL SERVICE | 02/13/2024 | Regular | 0.00 | 7,000.00 | 303498 |
| 15838 | US COURT SECURITY CONCEPTS, LL( | 02/13/2024 | Regular | 0.00 | 475.00 | 303499 |
| 16811 | USFAT LLC | 02/13/2024 | Regular | 0.00 | 1,904.95 | 303500 |
| 19189 | VERBATIM REPORTING AND TRANS( | 02/13/2024 | Regular | 0.00 | 4,409.50 | 303501 |
| 16614 | WALLER COUNTY ASPHALT, INC. | 02/13/2024 | Regular | 0.00 | 13,905.18 | 303502 |
| 222 | WANNER ENTERPRISES INC | 02/13/2024 | Regular | 0.00 | 161.00 | 303503 |
| 10142 | WEST PUBLISHING CORPORATION | 02/13/2024 | Regular | 0.00 | 360.31 | 303504 |
| 19422 | WHITE, CHRISTINA | 02/13/2024 | Regular | 0.00 | 275.00 | 303505 |
| 13293 | WILDER, DAVID WILLIAM | 02/13/2024 | Regular | 0.00 | 1,760.62 | 303506 |
| 15220 | WILKERSON, WENDY DIANE | 02/13/2024 | Regular | 0.00 | 552.00 | 303507 |
| 2152 | WILLIAM GEORGE COMPANY INC | 02/13/2024 | Regular | 0.00 | 5,796.06 | 303508 |
| 14285 | WILLIAMS, TERRI | 02/13/2024 | Regular | 0.00 | 45.00 | 303509 |

**Bank Code AP Main 999 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 348 | 145 | 0.00 | 905,250.30 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 348 | 145 | 0.00 | 905,250.30 |

# All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 352 | 149 | 0.00 | 1,012,607.77 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 352 | 149 | 0.00 | 1,012,607.77 |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 033 | AMERICAN RESCUE PLAN ACT | 2/2024 | 22,501.63 |
| 035 | GRANT FUND | 2/2024 | 84,855.84 |
| 999 | POOLED CASH - COUNTY FUNDS | 2/2024 | 905,250.30 |
| | | | 1,012,607.77 |

# Check Register

Packet: APPKT05908 - ADDENDUM 02/13/2024

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Health Trst 083-AP Health Insurance Trust 083 | | | | | | |
| 16224 | AmWINS Group Benefits, Inc. | 02/13/2024 | Regular | 0.00 | 10,432.12 | 483 |
| | **Void** | 02/13/2024 | Regular | 0.00 | 0.00 | 484 |
| | **Void** | 02/13/2024 | Regular | 0.00 | 0.00 | 485 |
| | **Void** | 02/13/2024 | Regular | 0.00 | 0.00 | 486 |

**Bank Code AP Health Trst 083 Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 1 | 1 | 0.00 | 10,432.12 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 3 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 1 | 4 | 0.00 | 10,432.12 |

ACH # ____________ -083

CHECK #'S 483 - 486 Health ins. trust

ACH # ____________ -010

CHECK #'S 303535 - 303585 main Bank

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Bank Code: AP Main 999-AP Bank Code Old (999) | | | | | | |
| 7896 | A.C.G. INVESTMENTS | 02/13/2024 | Regular | 0.00 | 20.00 | 303535 |
| 7005 | AEGEAN, LLC | 02/13/2024 | Regular | 0.00 | 1,190.00 | 303536 |
| 14911 | ANDREAS, DUSTIN | 02/13/2024 | Regular | 0.00 | 600.00 | 303537 |
| 16208 | ARCOSA AGGREGATES, INC. | 02/13/2024 | Regular | 0.00 | 1,956.96 | 303538 |
| 16669 | BEN E. KEITH COMPANY | 02/13/2024 | Regular | 0.00 | 11,558.87 | 303539 |
| 8594 | BERG, CECIL E. | 02/13/2024 | Regular | 0.00 | 6,325.00 | 303540 |
| 1212 | BOB BARKER COMPANY, INC. | 02/13/2024 | Regular | 0.00 | 1,058.26 | 303541 |
| 514 | CINTAS CORPORATION #494 | 02/13/2024 | Regular | 0.00 | 457.88 | 303542 |
| 8182 | COLVIN, ANTHONY L | 02/13/2024 | Regular | 0.00 | 160.02 | 303543 |
| 7508 | COMPLIANCE CONSORTIUM CORP. | 02/13/2024 | Regular | 0.00 | 171.00 | 303544 |
| 19417 | DILORIO, AARON MATTHEW | 02/13/2024 | Regular | 0.00 | 2,032.75 | 303545 |
| 14853 | DIRECT SOLUTIONS | 02/13/2024 | Regular | 0.00 | 164.17 | 303546 |
| 8791 | DOUBLE S WELDING SUPPLY LLC | 02/13/2024 | Regular | 0.00 | 36.00 | 303547 |
| 14897 | EMERSON, CASSANDRA | 02/13/2024 | Regular | 0.00 | 375.00 | 303548 |
| 16819 | ENTERPRISE FM TRUST | 02/13/2024 | Regular | 0.00 | 30,407.87 | 303549 |
| 18651 | GREER, DARRELL R. | 02/13/2024 | Regular | 0.00 | 1,908.00 | 303550 |
| 14153 | HAMRICK, JULIE MAYES | 02/13/2024 | Regular | 0.00 | 3,915.00 | 303551 |
| 13434 | HANCOCK-JONES, CHRISTIE LEE | 02/13/2024 | Regular | 0.00 | 4,702.50 | 303552 |
| 13945 | ICS JAIL SUPPLIES INC | 02/13/2024 | Regular | 0.00 | 572.20 | 303553 |
| 19040 | JACKSON, BREVIN | 02/13/2024 | Regular | 0.00 | 4,650.00 | 303554 |
| 15566 | JOHNSON, DARRYL W. | 02/13/2024 | Regular | 0.00 | 400.00 | 303555 |
| 18765 | LEAL-HUDSON, RACHEL | 02/13/2024 | Regular | 0.00 | 1,275.00 | 303556 |
| 19440 | LIQUIDITY SERVICES OPERATIONS LI | 02/13/2024 | Regular | 0.00 | 7,625.00 | 303557 |
| 18756 | LONG, JOSHUA | 02/13/2024 | Regular | 0.00 | 185.83 | 303558 |
| 618 | LUNA, DR RAYMOND M.D. | 02/13/2024 | Regular | 0.00 | 300.00 | 303559 |
| 19045 | MABRY, BOBBY SCOTT | 02/13/2024 | Regular | 0.00 | 345.00 | 303560 |
| 16039 | MINGER, RODNEY | 02/13/2024 | Regular | 0.00 | 1,200.00 | 303561 |
| 14946 | MOTOROLA SOLUTIONS, INC | 02/13/2024 | Regular | 0.00 | 50.00 | 303562 |
| 19442 | NATIONAL SAFETY COUNCIL | 02/13/2024 | Regular | 0.00 | 849.00 | 303563 |
| 11973 | NORTH & EAST TEXAS CO JUDGE & ( | 02/13/2024 | Regular | 0.00 | 175.00 | 303564 |
| 9802 | O'REILLY AUTO ENTERPRISES, LLC | 02/13/2024 | Regular | 0.00 | 33.50 | 303565 |
| 19412 | PAGEL, ELIZABETH S. | 02/13/2024 | Regular | 0.00 | 2,685.00 | 303566 |
| 14837 | PHILLIPS, BOBBY | 02/13/2024 | Regular | 0.00 | 1,050.00 | 303567 |
| 12060 | POLK COUNTY TREASURER | 02/13/2024 | Regular | 0.00 | 2,860.00 | 303568 |
| 15269 | PURCHASE POWER | 02/13/2024 | Regular | 0.00 | 39.00 | 303569 |
| 18808 | RICHARDS, ROCKY | 02/13/2024 | Regular | 0.00 | 3,063.84 | 303570 |
| 1475 | ROTH, JOE D. | 02/13/2024 | Regular | 0.00 | 4,675.00 | 303571 |
| 6720 | SCOTT-MERRIMAN,INC. | 02/13/2024 | Regular | 0.00 | 1,452.00 | 303572 |
| 16154 | SHADWICK, LANA | 02/13/2024 | Regular | 0.00 | 1,800.00 | 303573 |
| 19234 | SHUKAN, LENOR EDITH | 02/13/2024 | Regular | 0.00 | 4,200.00 | 303574 |
| 14456 | SOUTHERN COMPUTER WAREHOUS | 02/13/2024 | Regular | 0.00 | 300.04 | 303575 |
| 14102 | SOUTHERN SOFTWARE, INC. | 02/13/2024 | Regular | 0.00 | 8,704.00 | 303576 |
| 736 | TEXAS ASSOCIATION OF COUNTIES | 02/13/2024 | Regular | 0.00 | 3,157.12 | 303577 |
| 18900 | TEXAS MATERIALS GROUP, INC | 02/13/2024 | Regular | 0.00 | 3,206.62 | 303578 |
| 782 | THOMAS SUPPLY, INC. | 02/13/2024 | Regular | 0.00 | 818.98 | 303579 |
| 8302 | TX DEPARTMENT OF STATE HEALTH | 02/13/2024 | Regular | 0.00 | 252.54 | 303580 |
| 15988 | U S POSTAL SERVICE GOODRICH | 02/13/2024 | Regular | 0.00 | 194.00 | 303581 |
| 14282 | URGENT HEALTH SOLUTIONS, PLLC | 02/13/2024 | Regular | 0.00 | 40.00 | 303582 |
| 19189 | VERBATIM REPORTING AND TRANS( | 02/13/2024 | Regular | 0.00 | 3,624.00 | 303583 |
| 15220 | WILKERSON, WENDY DIANE | 02/13/2024 | Regular | 0.00 | 300.00 | 303584 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| 2152 | WILLIAM GEORGE COMPANY INC | 02/13/2024 | Regular | 0.00 | 8,249.40 | 303585 |

Bank Code AP Main 999 Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 118 | 51 | 0.00 | 135,371.35 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 118 | 51 | 0.00 | 135,371.35 |

# All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 119 | 52 | 0.00 | 145,803.47 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 3 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 119 | 55 | 0.00 | 145,803.47 |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 083 | RETIREE HEALTH BENEFITS TRUST | 2/2024 | 10,432.12 |
| 999 | POOLED CASH - COUNTY FUNDS | 2/2024 | 135,371.35 |
| | | | 145,803.47 |

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 February 13, 2024 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 February 13, 2024.

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

(Seal)

POLK COUNTY COMMISSIONERS COURT TEXAS

Schelana Hock, County Clerk
Polk County, Texas

# Polk County
# Asset Management Form

Type of Transaction (check one)

| | |
|---|---|
| Transfer | |
| Surplus/Salvage | X |
| Waste | |

Date of Transaction

Inventory Items

| Description of Equipment | Serial Number |
|---|---|
| Hp Prodesk 400 G1 MT Tower | MXL5320V94 |
| IBM thinkcentre Series 50 | 8148220 LKZG2GC |
| Hp p2-1394 tower | 3CR2351355 |
| Dell XP professional tower | FCCD891 |
| Dell Home basic tower | HYB 26H1 |
| IBM Netvista tower | 8310360 KCL4XKG |
| CRT Monitors | 88-DD718 Propertytag: 000000718 |
| CRT Monitors | 88-CC819 Property tag :000002075 |
| | |

Transferring/Selling Dept. I.T

Dept. Head Signature Casey Lowrie

Receiving Department

Dept. Head Signature

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

# Polk County
# Asset Management Form

**Type of Transaction (check one)**

Transfer ☐
Surplus/Salvage ☐
Waste ☒

**Date of Transaction:**

**Inventory Items**

| Description of Equipment | Serial Number |
|---|---|
| FUJITSU – Fi-6140 – Scanner – no longer works | SNID: 006178 |
| FUJITSU – Fi6140z – Scanner – No longer works | SNID: 607127 |
| FUJITSU – Fi6140z – Scanner – No longer works | SNID: 607138 |
| FUJITSU – Fi6140z – Scanner – No longer works | SNID: 001959 |
| HP Compaq – 6200 Pro MT – Tower - No longer works | SNID: MXL1490RN3 |
| HP Compaq – 6200 Pro MT– Computer Tower – No longer works | SNID: MXL2191L54 |
| HP Elite Desk 800 G1 – Computer Tower – No longer works | SNID: MXL4111VYG |
| HP Laster Jet 600 M601 – Printer – No longer works | SNID: CNCCF260DP |
| Fellowes – PS 79CI – Shredder – No longer works | SNID: no serial number |
| Fellowes – 225CI – Shredder – No longer works | SNID: no serial number |
| Fellowes – PS 79CI – Shredder No longer works | SNID: no serial number |

→ add → IBM Monitor broken Model: 665H62 SN: 66-67478

| | |
|---|---|
| HP Compact 6000 Pro Micro – Computer Tower – No longer works | SNID: MXL0241FPG |
| IBM Computer Monitor – No longer works | SNID: 66-67478 |
| HP-6300 Tower -No longer works | SNID: MXL3022H86 |

add → HP-6000-Tower - no longer works SNID: MXL0241FPG

**Transferring/Selling Dept.:** District Attorney

**Dept. Head Signature:**

**Receiving Department:**

**Dept. Head Signature:**

**Disposition Of Asset If Surplused Or Salvaged:**

# Polk County
## Asset Management Form

**Type of Transaction (check one):**

| | |
|---|---|
| Transfer | ✓ |
| Surplus/Salvage | |
| Waste | |

| Inventory Items | Description of Equipment | Serial Numbers |
|---|---|---|
| | Hon Legal File Cabinet | Polk County Tag: 000001479 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Transferring/Selling Dept.: Emergency Management

Dept. Head Signature: C. Comstock

Receiving Department: Human Resources

Dept. Head Signature: ____________________

**DISPOSITION OF ASSET IF TRANSFERRED:** **Legal File Cabinet that is not in use will be transfered to Human Resources.**

TEXAS ASSOCIATION *of* COUNTIES
COUNTY INFORMATION RESOURCES AGENCY

# SERVICES AGREEMENT

**FINDINGS:**

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, to provide certain technology services to its members.

2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.

3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

**AGREEMENT:**

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

**1. GENERAL TERMS AND CONDITIONS**

**1.1 Definitions.**

1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.

1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

**1.2 Scope and conflict.**

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

**1.3 Authorized use.**

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

**1.4 Abuse of Services and CIRA's rights.**

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA services or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA services and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

(a) issuing a warning;
(b) suspending or terminating a Service;
(c) restricting or prohibiting use of hosted content ; and
(d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

**1.5 Security.**

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Security enhancements. CIRA may make updates and/or implement changes to Member email security settings to address critical security concerns without advance notice.

1.5.4 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

**1.6 Intellectual Property.**

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

(a) computer software in object code and source code form;
(b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
(c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
(d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

**1.7 Disclaimer.**

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION

SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

**1.8 Indemnification and defense.**

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) to the extent allowed by law from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contactors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

**1.9 Notice.**

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery, email or fax:

**To CIRA:**
**The County Information Resources Agency**
**c/o Texas Association of Counties**
1210 San Antonio Street
Austin, Texas 78701
Attn: CIRA Manager
Support@county.org
Fax: (512) 479-1807

**To Member:**
To the CIRA Coordinator specified on the signature page.

**1.10 Term and Termination.**

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

**1.11 Applicable Law.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

### 1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

### 1.13 Amendment.

Except as provided in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

### 1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

### 1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

### 1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancelation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement. CIRA may increase prices for any of its services with 90 days' notice to the Member.

## 2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

### 2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Storage of Member-related email must comply with the Member's email retention policies.

**2.2 Email deletion.**

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email after one year, following 60 day notice to the Member that it intends to purge email.

**2.3 Email backup.**

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

**2.4 Records retention.**

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

**2.5 Email Administrator.**

Member shall designate three individuals who will authorize the fulfillment of email-related requests submitted to CIRA by Member county. At the Member's discretion, it may grant additional administrative access to the three designated email administrators to manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

**2.6 Responsibilities of Email Administrator.**

Responsibilities of the Email Administrator include:

2.6.1 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

2.6.2 Developing and implementing a procedure for determining which employees will be allowed to use the available email accounts.

2.6.3 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.4 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

**2.7 E-mail Terms and Conditions; Individual User's Obligations.**

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at https://www.county.org/TAC-CIRA.

**2.8 Email security.**

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

**2.9 Email Support.**

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

**3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.**

**3.1 Internet domain name.**
Member authorizes CIRA to obtain and/or host the Member's domain name and server settings.

**3.2 Internet service.**
CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

### 3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's website hosting provider's servers to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

### 3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

### 3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

### 3.6 Website posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to provide website posting assistance for Member's website, then the scope for services will follow these guidelines:

(a) CIRA will post all state mandated documents submitted by Member.
(b) CIRA will update staff information and all basic text updates requested by Member
(c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
(d) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
(e) Any edit request submitted by Member that is deemed a customization of the

website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs website posting updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutorily imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.

3.6.7 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

**3.7 Third-party content.**

Member understands and agrees that Member and its individual Users are responsible for:

(a) acquiring any authorization necessary for hypertext links to third-party web sites;

(b) ensuring the accuracy of materials posted on the website, including third- party material; and

(c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

**3.8 Prohibited content.**

Member agrees not to place or allow a User to place on the website any content or materials that:

(a) could be seen as obscene, threatening, or malicious;
(b) violates an applicable law or regulation;
(c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
(d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

## 4. ADDITIONAL SERVICES.

**4.1** CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

**COUNTY INFORMATION RESOURCE AGENCY**

By:_______________________________ Date:____________________
Executive Director
Texas Association of Counties

MEMBER:

By: [signature] Date: February 13, 2024
[Signature]

Sydney Murphy
[Printed Name]

Polk County Judge
[Title]

## CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: Sydney Murphy

Title: Polk County Judge

County: Polk

Telephone Number: 936-327-6813

Email Address: county.judge@co.polk.tx.us

Physical Address: 1012W. Church Street

Livingston, Texas 77351

**MEMBER EMAIL ADMINISTRATOR** *(required - applicable for email services only)* The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

**Level 1** *(Required for all Email Administrators)*

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

**Level 2** *(Optional for all Email Administrators)*

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

**Level 3** *(Optional for all Email Administrators – Use discretion when granting)*

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level. It is**

**suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.**

**Email Administrator 1** (required)

Name: Cassandra Lowrie

Title: Information Technology & Systems Administrator

County: Polk

Telephone Number: 936-327-6888

Email Address: cassandra.lowrie@co.polk.tx.us

Physical Address: 602 E. Church Street

Livingston, Texas 77351

**Level 1 (required)** Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☒ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

**Email Administrator 2** (required)

Name: Mike Ainsworth

Title: IT Computer Specialist - Lead

County: Polk

Telephone Number: 936-327-6888

Email Address: mike.ainsworth@co.polk.tx.us

Physical Address: 602 E. Church Street

Livingston, Texas 77351

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☒ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

**Email Administrator 3** (required)

Name: Kyle Durr

Title: IT Computer Specialist

County: Polk

Telephone Number: 936-327-6888

Email Address: kyle.durr@co.polk.tx.us

Physical Address: 602 E. Church Street

Livingston, Texas 77351

**Level 1 (required)** Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☒ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

# Exhibit A: Email Services, Pricing and Order Form

## Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

**County/Member Name:** Polk

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

| Selected Service | Email Service Description | Cost |
|---|---|---|
| [X]<br># of Email Accounts: 12 | **Plan 1: Microsoft 365 Business Basic Email (50 GB)**<br><br>Exchange email, instant messaging and collaboration tools.<br><br>• 50 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Includes online-only version of Office Suite applications (Word, Excel, etc.)<br>• Collaboration tools like SharePoint and Teams<br>• 1 TB of One Drive Storage<br>• Active directory integration<br>• Content protections through Content Search<br>• Maximum of 300 users<br>• Email migration included | $4.90 per email / per month<br>+<br>30% Management Fee per month |

| | | |
|---|---|---|
| ☒<br><br># of Email Accounts: 86 | **Plan 2: Microsoft 365 Business Standard Email (50 GB)**<br><br>Full featured productivity suite including collaboration tools, and the full Microsoft Office suite<br><br>• 50 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user<br>• Collaboration tools like SharePoint and Teams<br>• 1 TB of One Drive Storage<br>• Active directory integration<br>• Content protections through Content Search<br>• Maximum of 300 users<br>• Email migration included | \$12.40 per email / per month<br>+<br>30% Management Fee per month |
| ☐<br><br># of Email Accounts: ______ | **Plan 3: Microsoft 365 Business Premium Email (50 GB)**<br><br>Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features.<br><br>• 50 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user<br>• Collaboration tools like SharePoint and Teams<br>• 1 TB of One Drive Storage<br>• Active directory integration<br>• Content protections through Content Search and Data Loss Prevention<br>• Maximum of 300 users<br>• Email migration included<br>• Includes Exchange Online Archiving<br>• Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.) | \$21.90 per email / per month<br>+<br>30% Management Fee per month |

| | | |
|---|---|---|
| ☐<br><br># of Email Accounts:<br><br>________ | **Plan 4: Office 365 Enterprise - E1 (50 GB)**<br><br>Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan.<br><br>• 50 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.)<br>• Collaboration tools like SharePoint and Teams<br>• 1 TB of One Drive Storage<br>• Active directory integration<br>• Content protections through Content Search<br>• Unlimited number of users<br>• Email migration included | $7.90 per email / per month<br>+<br>30% Management Fee per month |
| ☐<br><br># of Email Accounts:<br><br>________ | **Plan 5: Office 365 Enterprise - E3 (100 GB)**<br><br>Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan.<br><br>• 100 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user<br>• Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes)<br>• 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses)<br>• Active directory integration<br>• Content protections through Content Search, Core eDiscovery, and Data Loss Prevention<br>• Unlimited number of users<br>• Email migration included | $19.90 per email / per month<br>+<br>30% Management Fee per month |
| ☒<br><br># of Email Accounts<br>188 | **Plan 6: Office 365 Exchange Online Plan 1 (50 GB)**<br><br>Reliable business class email with 50 GB mailbox per user<br><br>• 50 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Active directory integration<br>• Content protections through Content Search<br>• Unlimited number of users<br>• Email migration included | $3.90 per email / per month<br>+<br>30% Management Fee per month |

<table>
<tr><td>☐<br><br># of Email Accounts:<br><br>________</td><td>Plan 7: Exchange Online Plan 2 (100 GB)<br><br>All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention.<br><br>• 100 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Active directory integration<br>• Content protections through Content Search and Data Loss Prevention<br>• Unlimited number of users<br>• Email migration included</td><td>$7.90 per email / per month<br>+<br>30% Management Fee per month</td></tr>
<tr><td>☐<br><br># of Email Accounts:<br><br>________</td><td>Plan 8: Office 365 - F3 (2 GB)<br><br>Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications.<br><br>• 2 GB mailboxes<br>• Enhanced email anti-virus and SPAM protection<br>• Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.)<br>• Collaboration tools like SharePoint and Teams<br>• 2 GB of OneDrive storage<br>• Active directory integration<br>• Content protections through Content Search<br>• Unlimited number of users<br>• Email migration included</td><td>$3.90 per email / per month<br>+<br>30% Management Fee per month</td></tr>
<tr><td>☐<br><br># of Email Accounts<br><br>________</td><td>Add-On Feature 1: Email Archiving<br><br>Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard.<br><br>From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about $6 per GB.</td><td>$3.00 per email / per month<br>+<br>30% Management Fee per month</td></tr>
</table>

| | | |
|---|---|---|
| ☐<br><br># of Email Accounts:<br><br>________ | **Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1)**<br><br>Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such an additional layer of security for links and attachments, and advanced anti-phishing capabilities. | $3.00 per email / per month<br>+<br>30% Management Fee per month |
| ☐<br><br># of Email Accounts:<br><br>________ | **Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)**<br><br>All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module. | $8.00 per email / per month<br>+<br>30% Management Fee per month |
| ☒<br><br># of Email Accounts:<br>4 | **Add-On Feature 4: Azure Information Protection (Plan 1)**<br><br>Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally. | $3.00 per email / per month<br>+<br>30% Management Fee per month |
| ☐<br><br># of Email Accounts:<br><br>________ | **Add-On Feature 5: Azure Active Directory Premium P1**<br><br>A robust set of capabilities to empower organizations with more complex identity and access management needs. | $5.00 per email / per month<br>+<br>30% Management Fee per month |

Printed Name: Sydney Murphy Title: Polk County Judge

Authorized Signature: [signature] Date: February 13, 2024

# Exhibit B: Website Services, Pricing and Order Form

## Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

**County/Member Name:** Polk

| Selected Service | Website Service Description | Cost |
|---|---|---|
| [X] | **Standard Website Package**<br><br>• Modern & streamlined **pre-set** website design<br>• Responsive design adapts to variety of screen sizes<br>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly<br>• Training for county staff on website platform & making website edits<br>• Project Management Services for Migration Included<br>• Phone & email support, Monday - Friday, 8 am to 5 pm<br>• **This package does not qualify for website postings add-on option** | $1,550 per year |
| [ ] | **Standard Plus Website Package**<br><br>• **Includes all features of Standard Package, plus website postings add-on**<br>• Modern & streamlined **pre-set** website design<br>• Responsive design adapts to variety of screen sizes<br>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly<br>• Training for county staff on website platform & making website edits<br>• Project Management Services for Migration Included<br>• Phone & email support, Monday - Friday, 8 am to 5 pm<br>• **Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form** | $3,550 per year |

| | | |
|---|---|---|
| ☐ | **Premium Website Package**<br><br>• Modern & streamlined website design<br>• Responsive design adapts to variety of screen sizes<br>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly<br>• Training for county staff on website platform & making website edits<br>• Project Management Services for Migration Included<br>• Phone & email support, Monday - Friday, 8 am to 5 pm<br>• **Custom designed** website layout<br>• Advanced website modules like blogs, database, custom site search engine and mobile website | $4,500 first year (includes set-up fee & first annual payment)<br><br>/<br><br>$3,200 annual fee (after first year) |
| ☐ | **Ultimate Website Package**<br><br>• Modern & streamlined website design<br>• Responsive design adapts to variety of screen sizes<br>• Secure Sockets Layer Certificate - security best practice, automatically renewed yearly<br>• Training for county staff on website platform & making website edits<br>• Project Management Services for Migration Included<br>• Phone & email support, Monday - Friday, 8 am to 5 pm<br>• **Custom designed** website layout<br>• Advanced website modules like blogs, database, custom site search engine and mobile website<br>• Communicator module to prominently place county news & announcements on website homepage | $5,500 first year (includes set-up fee & first annual payment)<br><br>/<br><br>$4,200 annual fee (after first year) |
| ☐ | **Website Postings Add-on**<br><br>• **Available for Premium and Ultimate Website Packages only at a discounted rate**<br>• Website content posts and edits fulfilled by TAC CIRA staff on your behalf<br>• Edits are submitted via email or web form | $1,800 per year |

| Selected Service | Website Service Description | Cost |
|---|---|---|
| ☐ | **Website Content Migration or Customization**<br><br>• If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.<br>• Performing content migration from one website to another. | $50 / per hour |
| ☐ | **Mobile App**<br><br>• **Available for Ultimate Website Packages only**<br>• Custom designed Mobile App for iOS and Android<br>• Mobile Apps available for download in the App Store and Google Play Store<br>• Project Management Services for Setup Included<br>• Phone & email support, Monday - Friday, 8 am to 5 pm | $6,500 first year (includes set-up fee & first annual payment)<br><br>/<br><br>$5,000 annual fee (after first year) |
| ☐ | **New Custom Seal/Logo Design**<br><br>• Have a new custom seal or logo designed for your county, department or program<br>• Includes up to three custom design mockups<br>• Final design format: Vector | $2,000 per logo |
| ☐ | **Existing Seal/Logo Refresh**<br><br>• Give your existing county seal or program logo a refreshed look<br>• Includes design and color modifications<br>• Price quote provided upon request<br>• Final design format: Vector | $150 / per hour |

Printed Name: Sydney Murphy Title: Polk County Judge

Authorized Signature: SMurphy Date: February 13, 2024

# Exhibit C: Email Terms and Conditions -Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;

2. The email terms and conditions may be revised by TAC CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the TAC website: https://www.county.org/TAC-CIRA/Email-Services;

3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;

4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;

5. I will keep my password secure and not disclose it to any other person for any reason;

6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and

7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.

8. I will abide by and consent to the following terms and conditions
   - Rackspace Acceptable Use Policy (AUP)
   - Microsoft End User License Terms
   - Microsoft License Mobility Terms

SIGNED the 13 day of February, 2024

Signature: [signature]

Printed Name: Sydney Murphy Title: Polk County Judge

County: Polk

Email address: county.judge@co.polk.tx.us

# City of Onalaska

P.O. Box 880 • Onalaska, Texas 77360


**RESOLUTION 2024-001**

**INTERLOCAL AGREEMENT BETWEEN
CITY OF ONALASKA AND
THE COUNTY OF POLK**

**WHEREAS**, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

**WHEREAS,** the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

**WHEREAS**, the City of Onalaska desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

**WHEREAS**, a joint agreement between the County and Local Entity would benefit the voters in the said elections, thereby serving a valid governmental purpose by the provision of such equipment and services; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and City to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

**NOW THEREFORE**, the County and Local Entity hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

**1. INCORPORATION OF PREAMBLES, DEFINITIONS.**

A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.

B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

## 2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.

For its next election, scheduled for May 4, 2024 ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity :

A. As many Election Booths as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;

B. As many Ballot Cans as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;

C. As many Computers (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and Local Entity at such time the equipment is to be reserved; and

D. As many Verity Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and Local Entity at such time the equipment is reserved; and

E. Such other supplies as shall be mutually agreed between the County Clerk and Local Entity to be provided.

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

## 3. SERVICES TO BE PROVIDED BY POLK COUNTY.

A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity.

B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.

C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the election.

D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.

E. Performing a criminal background check on all employees, including temporary employees that may program, test, perform maintenance, transport equipment or perform technical support on the voting system equipment to be provided to the City of Onalaska, and providing such written certification as may be requested by the City of Onalaska that such criminal background check has been performed with no findings that would prevent the said employees from performing the duties described in this paragraph.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

**4. OBLIGATIONS OF LOCAL ENTITY.**

A. Local Entity shall notify the County Clerk of the names of candidates and the order in which they are to be listed, and of any propositions to be included on the ballot for the election.

B. Local Entity shall be responsible for the following costs:

1. All programming costs for computer accessible voter registration lists and Verity Touch Screen System units;

2. **$100.00** for use of each Verity Touch Screen Voting System Unit provided by the County; and

3. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.

C. Local Entity shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the election. Local Entity shall be responsible for the security of the ballots at all times during the election until tabulation on election night.

D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section C. and security of those ballots all at times.

E. Local Entity will transport any equipment provided by the County to Local Entity's Polling Place and picking up the equipment from and returning the equipment to the sites designated by the County Clerk.

F. Local Entity is responsible for storage of ballots as required by law following the election.

G. Local Entity shall be obligated for all costs described in this Section at such time as Local Entity notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the election for which such information should be provided is cancelled prior to said notification, Local Entity is responsible for no cost or other expense incurred by the County.

**5. TERM.**

This agreement shall be effective upon the date signed by both parties. The parties intend that the agreement shall continue on **a year to year basis**, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

**6. SEVERABILITY.**

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

**7. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

**8. FORCE MAJEURE.**

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

**9. NOTICES.**

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

**To Local Entity:**
Name of Individual Contact: Angela Stutts
Mailing Address: P. O. Box 880
City, State and Zip Code: Onalaska, TX 77360

**To County:**
Sydney Murphy, Polk County Judge, or her Successors in Office
Polk County Courthouse
101 West Church Street
Livingston, Texas 77351

**Copies of any notice shall also be delivered to:**
Schelana Hock, County Clerk, or her Successors in Office
Polk County Judicial Center
101 West Mill Street, Suite 265
Livingston, Texas 77351

## 10. GENERAL PROVISIONS.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and Local Entity created by this Agreement are performable in Polk County, Texas.

This agreement is authorized by the governing bodies of each of the signatories to this Contract, as attest the signatures affixed hereto.

**CITY OF ONALASKA:**

By: ______________________

Printed Name: James W. Arnett, Mayor

Date: January 9th, 2024

Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the Local at its duly called public meeting held on the following date: January 9, 2024

By: ______________________

Printed Name: Angela Stutts, City Administrator

**POLK COUNTY**

By: ______________________________
Sydney Murphy, County Judge

Date: February 13, 2024

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following

Date: February 13, 2024

______________________________
SCHELANA HOCK, County Clerk

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

CC Approved 2/13/24

# ESTIMATE

**ETX IT Solutions**
390 Christopher Dr
Lufkin, TX 75904

dcrawford@etxitsolutions.com
+1 (936) 465-0203
http://etxitsolutions.com

ETX IT SOLUTIONS

Polk County

**Bill to**
Polk County

**Ship to**
Polk County

**Estimate details**
Estimate no.: 1052
Estimate date: 12/13/2023

| # | Date | Product or service | SKU | Amount |
|---|---|---|---|---|
| 1. | | **Equipment**<br>Ubiquiti NVR | | $255.00 |
| 2. | | **Equipment**<br>Ubiquiti 24 Port PoE Switch (Includes 5 Year Warranty) | | $585.00 |
| 3. | | **Equipment**<br>Ubiquiti G5 Bullet Cameras | | $1,440.00 |
| 4. | | **Cable Drop**<br>Data/Phone Drop (Includes Cable/Ends/Couplers) | | $900.00 |
| 5. | | **Hours**<br>Estimated Hours of Job Completion | | $2,400.00 |
| 6. | | **Equipment**<br>4TB Seagate HDD for Camera Storage on Dream Machine Pro | | $400.00 |

**Total** **$5,980.00**

Dr. Fred E. Alford II
*Blanchard Baptist Church*
*** *People loving people* ***

## NO HARM AGREEMENT

In consideration for using property belonging to Blanchard Baptist Church (aka, a privately owned property), I understand that being giving permission to use property belonging to Blanchard Baptist Church, Blanchard Baptist Church does not guarantee nor imply any protection from violent acts. Any fees required prior to use of said property do not imply any rental or lease agreement. Said fees are only used to offset any expense Blanchard Baptist Church incurs while allowing church property to be used. Any monetary contributions made to Blanchard Baptist Church will be received by the church as an offering and in no way constitutes a rental or lease agreement. The signer understands and acknowledges that Blanchard Baptist Church is not liable for nor responsible for their safety, the safety of persons with their organization, nor the safety of anyone on the property of Blanchard Baptist Church in association with their organization's use of church property.

(Signature)

Polk County
(Title of organization)

February 13, 2024
(Date)

Dr. Fred E. Alford
2450 FM 2457 Livingston, Texas 77351
(936) 566-4780 / 967-8794
fax (936) 967-0900

DocuSign Envelope ID: FE869F26-BB6C-4A0B-8D3A-7998865CA81E

# AMENDMENT NO. 4 TO
# GLO CONTRACT NO. 20-066-018-C125

**THE GENERAL LAND OFFICE** (the "GLO") and **POLK COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 20-066-018-C125 (the "Contract"), desire to amend the Contract.

**WHEREAS**, the Parties desire to extend the Contract term; and

**WHEREAS,** the Parties desire to revise the Revised Performance Statement, Budget, and Benchmarks to accurately reflect all Project Activities; and

**WHEREAS,** the Parties desire to revise the Revised General Affirmations to reflect updated terms; and

**WHEREAS,** these revisions will result in no additional encumbrance of grant funds;

**NOW, THEREFORE,** the Parties hereby agree as follows:

1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **June 30, 2024**.
2. **ATTACHMENT A-1** to the Contract, **Revised Performance Statement, Budget, and Benchmarks**, is deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-2**.
3. **ATTACHMENT C-1** to the Contract, **Revised General Affirmations,** is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-2**.
4. This Amendment shall be effective upon the earlier of the date of the last signature or January 31, 2024.
5. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOLLOWS**

# SIGNATURE PAGE FOR AMENDMENT NO. 4 TO GLO CONTRACT NO. 20-066-018-C125

**GENERAL LAND OFFICE**

DocuSigned by:

7C289F4374E7497...

Mark A. Havens, Chief Clerk

Date of execution: 2/2/2024

OGC gm

PM KT

SDD HL

DGC MB

GC JG

DLC JJ

**POLK COUNTY**

DocuSigned by:

Sydney Murphy

5D6698E81C644D1...

By: Sydney Murphy

Title: Polk County Judge

Date of execution: 2/2/2024

**ATTACHED TO THIS AMENDMENT:**

| | |
|---|---|
| **ATTACHMENT A-2** | Revised Performance Statement, Budget, and Benchmarks |
| **ATTACHMENT C-2** | Revised General Affirmations |

DocuSign Envelope ID: FE869F26-BB6C-4A0B-8D3A-7998865CA81E



# POLK COUNTY
# 20-066-018-C125

## PERFORMANCE STATEMENT

Polk County (Subrecipient) was overwhelmed by Hurricane Harvey. Heavy rainfall caused flooding of homes and streets and threatened public health, safety, and welfare. Subrecipient will conduct a Buyout program that targets homes that are the most vulnerable to flooding.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations. Subrecipient shall carry out the following housing Activities in strict accordance with the terms of Subrecipient's approved Project Guidelines, the terms of this Contract and all Attachments, the GLO-approved Method of Distribution (MOD), and the requirements of the GLO Implementation Manual, as each may be amended over time. Each of these documents is incorporated by reference to this Contract. This Project will meet the following national objective(s): Low to Moderate Buyout, Low to Moderate Housing Incentives, Low to Moderate Housing, and Urgent Need.

The grant total is $3,330,681.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

<u>Project Description (Buyout)</u>

Subrecipient will provide a Buyout program for approximately six (6) residential dwellings affected by Hurricane Harvey. Assistance will be provided to homeowners who are located in a floodplain or reside in a repetitive flood area and who agree to relocate to outside the floodplain or a location of reduced flood risk. The properties acquired with funds provided under this Contract may be used for green space or for an eligible use, as defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing) and the GLO Implementation Manual. Refer to the approved Project Guidelines for further technical guidance on the final use of the acquired property.

An environmental review must be conducted and all Project locations must receive environmental clearance prior to the execution of any agreements with property owners that present choice-limiting actions[1] or prior to the commencement of any physical work, including demolition work, on the properties.

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[1] The execution of an "option contract" with homeowners may be permitted if such an option contract is conditional on the receipt of required environmental clearance and in compliance with the GLO Implementation Manual.

## Project Budget

Project costs generally include costs for purchases of the property, incentives, appraisals, legal/title work, and site-specific environmental reviews, and other reasonable approved costs.

Project Delivery costs generally include costs for case management, applicant intake, and a broad environmental review, and other reasonable approved costs. The total Project Delivery costs will not exceed twelve percent (12%) of the total grant allocation.

| Cost Type | Grant Award | Other Funds | Total |
|---|---|---|---|
| Project Costs (at least 88%) | $2,931,000.00 | $0.00 | $2,931,000.00 |
| Project Delivery Costs (up to 12%) | $399,681.00 | $0.00 | $399,681.00 |
| **TOTAL:** | $3,330,681.00 | $0.00 | $3,330,681.00 |

## Benchmarks for Release of Project Delivery Funding

The following Benchmarks must be achieved prior to Subrecipient being permitted to draw the associated amount of Project Delivery funding for this Contract.

| Benchmarks | Caps for Charging Project Delivery Costs | |
|---|---|---|
| | Incremental | Cumulative |
| Approval of Project Guidelines | 15% | 15% |
| 15% of Project funds drawn by Subrecipient | 15% | 30% |
| 25% of Project funds drawn by Subrecipient | 15% | 45% |
| 50% of Project funds drawn by Subrecipient | 15% | 60% |
| 75% of Project funds drawn by Subrecipient | 15% | 75% |
| 100% of Project funds drawn/Activities closed by Subrecipient | 20% | 95% |
| Grant Completion Report accepted | 5% | 100% |

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## GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, http://glo.texas.gov.

37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*

41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*

45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*

46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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## Certificate Of Completion

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Status: Completed
Subject: RUSH: $0 Amendment No. 4: 20-066-018-C125 - Polk County (Texas GLO)
Source Envelope:
Document Pages: 29
Signatures: 2
Certificate Pages: 5
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Donna Ockletree
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Austin, TX 78701
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IP Address: 204.65.210.158

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| Status: Original<br>1/30/2024 2:45:00 PM | Holder: Donna Ockletree<br>Donna.Ockletree@glo.texas.gov | Location: DocuSign |

## Signer Events

| Signer Events | Signature | Timestamp |
|---|---|---|
| Ginger Mills<br>ginger.mills@glo.texas.gov<br>Director, CDR Legal Services<br>Texas General Land Office, Office of General Counsel<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DS<br>gm<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 204.65.210.216 | Sent: 1/30/2024 3:07:36 PM<br>Viewed: 1/30/2024 3:08:12 PM<br>Signed: 1/30/2024 3:08:48 PM |
| Kamie Fuller<br>Kamie.fuller.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DS<br>KF<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 74.194.162.62 | Sent: 1/30/2024 3:08:51 PM<br>Viewed: 2/2/2024 7:40:14 AM<br>Signed: 2/2/2024 7:40:27 AM |
| Heather Lagrone<br>heather.lagrone.glo@recovery.texas.gov<br>Sr Dep director<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DS<br>HL<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 107.123.1.16<br>Signed using mobile | Sent: 2/2/2024 7:40:36 AM<br>Viewed: 2/2/2024 7:42:21 AM<br>Signed: 2/2/2024 7:42:31 AM |
| Marc Barenblat<br>marc.barenblat@glo.texas.gov<br>Deputy General Counsel<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DS<br>MB<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 204.65.210.248 | Sent: 2/2/2024 7:42:34 AM<br>Viewed: 2/2/2024 9:21:17 AM<br>Signed: 2/2/2024 9:28:26 AM |

| Signer Events | Signature | Timestamp |
| --- | --- | --- |
| Jeff Gordon<br>jeff.gordon@glo.texas.gov<br>General Counsel<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DS<br>JG<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 204.65.210.61 | Sent: 2/2/2024 9:28:29 AM<br>Viewed: 2/2/2024 9:38:22 AM<br>Signed: 2/2/2024 9:38:31 AM |
| Jennifer Jones<br>jennifer.jones@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DS<br>JJ<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 204.65.210.220 | Sent: 2/2/2024 9:38:40 AM<br>Viewed: 2/2/2024 9:53:59 AM<br>Signed: 2/2/2024 9:57:20 AM |
| Sydney Murphy<br>county.judge@co.polk.tx.us<br>Polk County Judge<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DocuSigned by:<br>Sydney Murphy<br>5DC6D8E81C844D1...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 8.2.209.33 | Sent: 2/2/2024 9:57:27 AM<br>Viewed: 2/2/2024 10:08:32 AM<br>Signed: 2/2/2024 1:29:35 PM |
| Mark A. Havens<br>Mark.Havens@GLO.TEXAS.GOV<br>Chief Clerk and Deputy Land Commissioner<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DocuSigned by:<br>7C299F4374E7497...<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 162.193.135.244<br>Signed using mobile | Sent: 2/2/2024 1:29:39 PM<br>Viewed: 2/2/2024 1:30:03 PM<br>Signed: 2/2/2024 1:30:11 PM |

| In Person Signer Events | Signature | Timestamp |
| --- | --- | --- |

| Editor Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Agent Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Intermediary Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Certified Delivery Events | Status | Timestamp |
| --- | --- | --- |

| Carbon Copy Events | Status | Timestamp |
| --- | --- | --- |
| BSO Team<br>bsorequests@recovery.texas.gov<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:02:00 PM |

| Carbon Copy Events | Status | Timestamp |
| --- | --- | --- |
| Joseph Cardona<br>joseph.cardona@glo.texas.gov<br>Team Lead/Contract Manager<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:02:01 PM<br>Resent: 1/30/2024 3:07:35 PM |
| Drafting Requests<br>draftingrequests@GLO.TEXAS.GOV<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:02:01 PM |
| Kelly McBride<br>kelly.mcbride@glo.texas.gov<br>Director of CMD<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:02:01 PM |
| Donna Ockletree<br>donna.ockletree@glo.texas.gov<br>Contract Specialist<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:02:02 PM |
| Robert Sonnier<br>bob.sonnier@glo.texas.gov<br>Purchaser<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:02:02 PM |
| Matthew Anderson<br>matthew.anderson@glo.texas.gov<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:08:51 PM |
| Accounting Team<br>DR.SystemAccess@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:08:52 PM |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Esmeralda Sanchez<br>Esmeralda.Sanchez.glo@recovery.texas.gov<br>Manager<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 1/30/2024 3:08:52 PM |
| Contracts Change Request<br>srcontractchangereq.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 7:40:35 AM |
| Loni Smith<br>loni.smith@grantworks.net<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 9:57:27 AM<br>Viewed: 2/2/2024 12:33:08 PM |
| Garrett Purcell<br>Garrett.Purcell@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:19 PM |
| HUB<br>HUB@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:19 PM |
| Abby McClean<br>Abby.McClean.glo@Recovery.Texas.Gov<br>MQA Deputy Director<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:20 PM |
| Pamela Mathews<br>pamela.mathews.glo@recovery.texas.gov<br>Program Integration Director<br>Texas General Land Office<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:22 PM |
| Ryne Zmolik<br>ryne.zmolik.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:22 PM |

| Carbon Copy Events | Status | Timestamp |
| --- | --- | --- |
| Michelle Esper-Martin<br>michelle.espermartin.glo@recovery.texas.gov<br>Management Analyst<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:27 PM |
| Jeana Bores<br>jeana.bores.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:33 PM |
| Jacob Geray<br>jacob.geray.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:40 PM |
| Nichole Gee<br>nichole.gee.ctr@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2/2/2024 1:30:45 PM |

| Witness Events | Signature | Timestamp |
| --- | --- | --- |

| Notary Events | Signature | Timestamp |
| --- | --- | --- |

| Envelope Summary Events | Status | Timestamps |
| --- | --- | --- |
| Envelope Sent | Hashed/Encrypted | 1/30/2024 3:02:02 PM |
| Envelope Updated | Security Checked | 1/30/2024 3:07:35 PM |
| Envelope Updated | Security Checked | 1/30/2024 3:07:35 PM |
| Certified Delivered | Security Checked | 2/2/2024 1:30:03 PM |
| Signing Complete | Security Checked | 2/2/2024 1:30:11 PM |
| Completed | Security Checked | 2/2/2024 1:30:45 PM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |

**Interlocal Cooperation Contract**
**Failure to Appear Program**

**State of Texas**
**County of** Polk

## I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Commissioners Court of the [City or County] of Polk County (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

## II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

## III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

## IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

## V. COURT RESPONSIBILITIES

### A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

**B. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required $10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**C. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

**D. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate $6.00 of each $10.00 reimbursement fee received for payment to the Vendor and $4.00 for credit to the general fund of the municipal or county treasury.

**E. Non-Waiver of Fees**

Court will not waive the $10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**F. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. DPS's RESPONSIBILITIES**

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

## VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of $6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required $10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

## VIII. GENERAL TERMS AND CONDITIONS

**A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

**B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

| **Court** Polk County Commissioners Court | **Department of Public Safety** |
|---|---|
| Attn.: Polk County Judge | Enforcement & Compliance Service<br>5805 North Lamar Blvd., Bldg A<br>Austin, Texas 78752-0001<br>(512) 424-5311 [fax]<br>Driver.Improvement@dps.texas.gov<br>(512) 424-7172 |
| Address: 101 W. Church Street | |
| Address: Livingston, Texas 77351 | |
| Fax: 936-327-6891 | |
| Email: county.judge@co.polk.tx.us | |
| Phone: 936-327-6813 | |

**C. Termination.**

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

**D. Amendments.**

This contract may only be amended by mutual written agreement of the Parties.

**E. Miscellaneous.**

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

**CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court***

**Authorized Signatory**

Polk County Judge

**Title**

February 13, 2024

**Date**

**Department of Public Safety**

DocuSigned by:
Rebekah Hibbs
CF3E570856C24C3...

**Driver License Division Chief or Designee**

DS
RH

2/29/2024

**Date**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

# ORDER OF POLK COUNTY COMMISSIONERS COURT AUTHORIZING THE CLOSURE OF FORMER ROAD KNOWN AS "OLD SWARTWOUT ROAD"

**a.k.a. Old Swarthout Rd; a.k.a. Old Swartout Rd; a.k.a. Old Schwartout Rd**

**WHEREAS,** the original Swartwout to Livingston road dates back to the days of the Republic of Texas. The road previously followed the land line between the Thomas Stubblefield A-525 and John T. Pinkney A-65, as per the 1930 plat map, attached as Exhibit A: and,

**WHEREAS,** in 1953, landowners allocated property for a new roadway that became FM 1988. At some point in the past, this new road was slightly shortened to remove a big curve, which bisected a tract of land owned by the Willis Brothers. This left 10.667 acres to the north of FM 1988, where the Old Swarthout Road is situated (see Exhibit B). This 10.667 acres, located in the JOHN T PINCKNEY SURVEY ABSTRACT 63, also known as Polk County CAD tract #231296 (see Exhibit C) was purchased from Willis Brothers Limited Partnership on February 16, 2018 by Pan American Properties, LLC, and the deed was recorded in Vol 2140, Page 863 of the Official Records of Polk County; and,

**WHEREAS,** this former road has not been maintained or used by the public on the subject property in recorded memory, and the approximately 1,470 feet of former roadway is inaccessible by the fenced privately owned property it is situated within; and,

**WHEREAS,** the owner of the property adjoining this former roadway has requested that the subject portion of the roadway be formally closed, thereby removing from the deed records any county ownership or use reference; and

**NOW THEREFORE, WE,** the Commissioners Court of Polk County, order to close the above mentioned former roadway, effective as of JANUARY 9, 2024.

POLK COUNTY COMMISSIONERS COURT

Sydney Murphy, County Judge

Guylene Robertson
Commissioner, Pct. 1

MarkDuBose
Commissioner, Pct. 2

Milt Purvis
Commissioner, Pct. 3

Jerry Cassity
Commissioner, Pct. 4

ATTEST:

Schelana Hock
Polk County Clerk

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

## POLK COUNTY, TEXAS

Fern Caddenhead, Human Resources Director
602 E. Church Street, Suite 105
Livingston, TX 77351
Email: fern.caddenhead@co.polk.tx.us

Phone: 936-327-6802
Fax: 936-327-6879

**TO:** Sydney Murphy, County Judge & County Commissioners

**FROM:** Fern Caddenhead, Human Resources Director

**RE:** Revision of Personnel Management Systems Book 1 & 2

**DATE:** February 8, 2024

**Book 1: Polk County Personnel Management System Job Inventories, Job Description-Book 1**

**Polk County Inventory Book 1**

1023-Deputy Sheriff Cadet (Patrol) New Job Description
1061-Senior Bailiff Update Job Description
1048-Criminal Investigation Division Evidence Officer Update Job Description
1033-Captain Update Job Description
1030-Animal Control Officer Update Job Description
1029-Kennell Attendant Update Job Description
1058-LVN Jail Nurse Update Job Description
1063-Baliff Update Job Description
1054 Medical Assistant Update Job Description

**Book 2: Polk County Personnel Management Personnel Policies**

1.0 General Policies Add 1.14 Safe Harbor Act
2.14 Social Media Add Social Media Application and Services Prohibited on County Devices
18.00 Update to Travel/Expense Reimbursement Policy

COPY

JANUARY 23,2024 -FEBRUARY 13, 2024

| NO. | EMPLOYEE | DEPT | JOB DESCRIPTION | TYPE OF EMPLOYMENT | GROUP STEP & WAGE | ACTION TAKEN |
|---|---|---|---|---|---|---|
| (1) | SARA ARMSTRONG | JUSTICE OF THE PEACE #2 | 102 SECRETARY I | PART TIME | 107/4 HR | RECLASSIFICATION OF JOB TO 110/3 COURT CLERK $34,256.00 EMERGENCY HIRE EFF 02/05/2024 |
| (2) | CALEB CLAYTON | SHERIFF | 1037 DEPUTY SHERIFF | REGULAR FULL-TIME | 115/1 $41,606.00 | RECLASSIFICATION TO 1063 BAILIFF 115/1 $41,606.00 EMERGENCY HIRE EFF 01/22/2024 |
| (3) | DYLAN DICKERSON | JAIL | 1055 CORRECTIONS OFFICER | REGULAR FULL-TIME | 111/2 $35,089.00 | RECLASSIFICATION TO 1183 DEPUTY SHERIFF/CADET 111/1 34230 EFFECTIVE 02/19/2024 |
| (4) | AARON MATTHEW DILORIO | DISTRICT ATTORNEY | 1122 MISDEMEANOR PROSEC | REGULAR FULL-TIME | UNCLASS 78,000 | EMERGENCY NEW HIRE EFFECTIVE 02/05/2024 |
| (5) | AARON MATTHEW DILORIO | DISTRICT ATTORNEY | 1122 MISDEMEANOR PROSEC | REGULAR FULL-TIME | UNCLASS $78,000.00 | SB-22 TO BE PAID OUT BI WEEKLY 12,000.00 TO BE PAID OUT OF GL CODE 046-2475-1064 |
| (6) | RODOLFO ESPARZA | JAIL | 1057 CORPORAL | REGULAR FULL-TIME | 113/2 $38,685.00 | DEMOTION TO 1055 CORRECTIONS OFFICER 111/2 $35,089.00 EFFECTIVE 01/23/2024 |
| (7) | DARRELL R GREER | DISTRICT ATTORNEY | 1122 MISDEMEANOR PROSEC | REGULAR FULL-TIME | UNCLASS $90,000.00 | EMERGENCY NEW HIRE EFFECTIVE 02/05/2024 |
| (8) | DAUNTE HARTSFIELD | SHERIFF | 1183 DEPUTY SHERIFF/CADET | REGULAR FULL-TIME | 111/1 $34,230.00 | NEW HIRE EFFECTIVE 02/19/2024 |
| (9) | NILA PAIGE MUNSON | SHERIFF | 1043 TELECOM COM | REGULAR FULL-TIME | 111/2 $35,089.00 | RESIGNATION EFFECTIVE 02/12/2024 |
| (10) | AURORA OROSCO | SHERIFF | 1058 LVN NURSE | REGULAR FULL-TIME | 116/7 $50,691.00 | SB-22 TO BE REINSTATED EFFECTIVE 02/05/2024 |
| (11) | JOHNNIE PERKINS | JAIL | 1055 CORRECTIONS OFFICER | REGULAR FULL-TIME | 111/1 $34,230.00 | RESIGNATION EFFECTIVE 01/30/2024 |
| (12) | CHRISTIAN J SCHANMIER | SHERIFF | 1035 DETECTIVE | REGULAR FULL-TIME | 116/12 $57,381.00 | SB-22 3400.00 TO BE PAID OUT BI WEEKLY EFFECTIVE 01/29/2024 |
| (13) | JAMES P SPENCER | DISTRICT ATTORNEY | 1129 CHIEF PROSECUTOR | REGULAR FULL-TIME | UNCLASS $74,000.00 | RESIGNATION EFFECTIVE 01/22/2024 |
| (14) | JOHN SEXTON | SECURITY | 1061 SENIOR BALIFF | REGULAR FULL-TIME | 115/6 $47,096.00 | REVISE JOB DESCRIPTION TO 117/2 $47,022.00 EFFECTIVE 02/15/2024 |
| (15) | ALAN LEBLANC | SECURITY | 1063 BALIFF | REGULAR FULL-TIME | 112/2 $36,843.00 | REVISE JOB DESCRIPTION TO 115/1 $41,606.00 EFFECTIVE 02/15/2024 |
| (16) | SHAWNA MARTINEZ | TAX OFFICE | 105 DEPUTY CLERK | REGULAR FULL-TIME | 103/3 31,072 | RECLASSIFICATION OF JOB TO 105/1 $25,543.00 EMERGENCY HIRE EFF 02/08/2024 |
| (17) | | | | | | |
| (18) | | | | | | |
| (19) | | | | | | |
| (20) | | | | | | |
| (21) | | | | | | |
| (22) | | | | | | |
| (23) | | | | | | |
| (24) | | | | | | |

COPY

JANUARY 23,2024 -FEBRUARY 13, 2024

| NO. | EMPLOYEE | DEPT | JOB DESCRIPTION | TYPE OF EMPLOYMENT | GROUP STEP & WAGE | ACTION TAKEN |
|---|---|---|---|---|---|---|
| (1) | CARLIE NACOLE BULGIER | INFORMATION TECHNOLOGY | 102 SECRETARY 1 | REGULAR FULL-TIME | 107/1 $28,161.00 | DISCRETIONARY INCREASE TO 107/3 $29,592.00 EFFECTIVE 02/13/2024 |
| (2) | CAROLYN JERNIGAN | HUMAN RESOURCES | 102 SECRETARY 1 | PART TIME | 13.54 HR | EMERGECNY NEW HIRE EFFECTIVE 02/06/2024 |
| (3) | | | | | | |
| (4) | | | | | | |
| (5) | | | | | | |
| (6) | | | | | | |
| (7) | | | | | | |
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| (24) | | | | | | |
| (25) | | | | | | |
| (26) | | | | | | |

# Budget Adjustment Register

## Adjustment Detail

Polk County, TX

Packet: GLPKT12067 - K24A07/K24R07

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| K24A07 | General Budget FY2024 | K24A07 BUDGET AMENDMENTS | 2/13/2024 |

**Summary Description:** BUDGET AMENDMENTS FOR COMMISSIONERS COURT APPROVAL FEB 13, 2024

| Account Number | | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|---|
| 010-2560-5750 | | CAPITAL OUTLAY-VEHICLES | PROGRESSIVE INS CLAIM UNIT 1135 TOTAL LO | 79,316.96 | 5,328.45 | 84,645.41 |
| February: | 5,328.45 | | | | | |
| 010-342-4600 | | INSURANCE CLAIMS | PROGRESSIVE INS CLAIM UNIT 1135 TOTAL LO | -25,319.61 | -5,328.45 | -30,648.06 |
| February: | -5,328.45 | | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date |
|---|---|---|---|
| K24R07 | General Budget FY2024 | K24R07 BUDGET REVISIONS | 2/13/2024 |

**Summary Description:** BUDGET REVISIONS FOR COMMISSIONERS COURT APPROVAL FEB 13, 2024

| Account Number | | Account Name | Adjustment Description | Before | Adjustment | After |
|---|---|---|---|---|---|---|
| 010-1401-1095 | | DISCRETIONARY SALARY POOL | K24R07 BUDGET REVISIONS | 19,297.00 | 7,276.00 | 26,573.00 |
| February: | 7,276.00 | | | | | |
| 010-1503-3150 | | OFFICE SUPPLIES | K24R07 BUDGET REVISIONS | 1,500.00 | 500.00 | 2,000.00 |
| February: | 500.00 | | | | | |
| 010-1503-4520 | | EQUIPMENT MAINTENANCE | K24R07 BUDGET REVISIONS | 15,000.00 | -500.00 | 14,500.00 |
| February: | -500.00 | | | | | |
| 010-1511-1050 | | SALARIES | K24R07 BUDGET REVISIONS | 410,676.00 | -1,696.00 | 408,980.00 |
| February: | -1,696.00 | | | | | |
| 010-1543-4872 | | FIRE DEPARTMENTS | K24R07 BUDGET REVISIONS | 201,127.26 | -2,295.68 | 198,831.58 |
| February: | -2,295.68 | | | | | |
| 010-1543-6900 | | LIVINGSTON CITY FIRE AGREE | K24R07 BUDGET REVISIONS | 51,397.19 | 2,295.68 | 53,692.87 |
| February: | 2,295.68 | | | | | |
| 010-1696-1050 | | SALARIES | K24R07 BUDGET REVISIONS | 114,010.00 | 1,827.00 | 115,837.00 |
| February: | 1,827.00 | | | | | |
| 010-1696-1055 | | DISCRETIONARY SALARY | K24R07 BUDGET REVISIONS | 3,068.00 | -1,827.00 | 1,241.00 |
| February: | -1,827.00 | | | | | |
| 010-2426-4270 | | TRAVEL TRAINING | K24R07 BUDGET REVISIONS | 4,500.00 | -1,000.00 | 3,500.00 |
| February: | -1,000.00 | | | | | |
| 010-2426-4520 | | EQUIPMENT MAINTENANCE | K24R07 BUDGET REVISIONS | 1,800.00 | 1,000.00 | 2,800.00 |
| February: | 1,000.00 | | | | | |
| 010-2512-1050 | | SALARIES | K24R07 BUDGET REVISIONS | 2,034,152.00 | -77.00 | 2,034,075.00 |
| February: | -77.00 | | | | | |
| 010-2512-1050 | | SALARIES | K24R07 BUDGET REVISIONS | 2,034,152.00 | 1,739.00 | 2,035,891.00 |
| February: | 1,739.00 | | | | | |
| 010-2512-1055 | | DISCRETIONARY SALARY | K24R07 BUDGET REVISIONS | 53,374.00 | -1,739.00 | 51,635.00 |
| February: | -1,739.00 | | | | | |
| 010-2560-1050 | | SALARIES - SHERIFF OFFICE | K24R07 BUDGET REVISIONS | 2,585,321.00 | -5,503.00 | 2,579,818.00 |
| February: | -5,503.00 | | | | | |
| 010-2560-1050 | | SALARIES - SHERIFF OFFICE | K24R07 BUDGET REVISIONS | 2,585,321.00 | 13,203.00 | 2,598,524.00 |
| February: | 13,203.00 | | | | | |
| 010-2560-1050 | | SALARIES - SHERIFF OFFICE | K24R07 BUDGET REVISIONS | 2,585,321.00 | 10,123.00 | 2,595,444.00 |
| February: | 10,123.00 | | | | | |
| 010-2560-1055 | | DISCRETIONARY SALARY | K24R07 BUDGET REVISIONS | 49,434.00 | -10,123.00 | 39,311.00 |
| February: | -10,123.00 | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 010-2560-1055 | | DISCRETIONARY SALARY | K24R07 BUDGET REVISIONS | 49,434.00 | -13,203.00 | 36,231.00 |
| February: | -13,203.00 | | | | | |
| 021-6621-3000 | | UNIFORMS | K24R07 BUDGET REVISIONS | 14,000.00 | -5,000.00 | 9,000.00 |
| February: | -5,000.00 | | | | | |
| 021-6621-3150 | | OFFICE SUPPLIES | K24R07 BUDGET REVISIONS | 300.00 | 2,500.00 | 2,800.00 |
| February: | 2,500.00 | | | | | |
| 021-6621-3370 | | SHOP MATERIALS/SUPPLIES | K24R07 BUDGET REVISIONS | 1,000.00 | 2,000.00 | 3,000.00 |
| February: | 2,000.00 | | | | | |
| 021-6621-3770 | | SIGNS | K24R07 BUDGET REVISIONS | 3,000.00 | 500.00 | 3,500.00 |
| February: | 500.00 | | | | | |
| 024-6624-4610 | | EQUIPMENT RENTAL | K24R07 BUDGET REVISIONS | 15,000.00 | 30,000.00 | 45,000.00 |
| February: | 30,000.00 | | | | | |
| 024-6624-4900 | | MISCELLANEOUS | K24R07 BUDGET REVISIONS | 152,229.60 | -30,000.00 | 122,229.60 |
| February: | -30,000.00 | | | | | |

## Budget Code Summary

| Budget | Budget Description | Account | Account Description | Before | Adjustment | After |
|---|---|---|---|---|---|---|
| General 2023-2024 | General Budget FY2024 | 010-1401-1095 | DISCRETIONARY SALARY POOL | 19,297.00 | 7,276.00 | 26,573.00 |
| | | 010-1503-3150 | OFFICE SUPPLIES | 1,500.00 | 500.00 | 2,000.00 |
| | | 010-1503-4520 | EQUIPMENT MAINTENANCE | 15,000.00 | -500.00 | 14,500.00 |
| | | 010-1511-1050 | SALARIES | 410,676.00 | -1,696.00 | 408,980.00 |
| | | 010-1543-4872 | FIRE DEPARTMENTS | 201,127.26 | -2,295.68 | 198,831.58 |
| | | 010-1543-6900 | LIVINGSTON CITY FIRE AGREEMEN | 51,397.19 | 2,295.68 | 53,692.87 |
| | | 010-1696-1050 | SALARIES | 114,010.00 | 1,827.00 | 115,837.00 |
| | | 010-1696-1055 | DISCRETIONARY SALARY | 3,068.00 | -1,827.00 | 1,241.00 |
| | | 010-2426-4270 | TRAVEL TRAINING | 4,500.00 | -1,000.00 | 3,500.00 |
| | | 010-2426-4520 | EQUIPMENT MAINTENANCE | 1,800.00 | 1,000.00 | 2,800.00 |
| | | 010-2512-1050 | SALARIES | 2,034,152.00 | 1,662.00 | 2,035,814.00 |
| | | 010-2512-1055 | DISCRETIONARY SALARY | 53,374.00 | -1,739.00 | 51,635.00 |
| | | 010-2560-1050 | SALARIES - SHERIFF OFFICE | 2,585,321.00 | 17,823.00 | 2,603,144.00 |
| | | 010-2560-1055 | DISCRETIONARY SALARY | 49,434.00 | -23,326.00 | 26,108.00 |
| | | 010-2560-5750 | CAPITAL OUTLAY-VEHICLES | 79,316.96 | 5,328.45 | 84,645.41 |
| | | 010-342-4600 | INSURANCE CLAIMS | -25,319.61 | -5,328.45 | -30,648.06 |
| | | 021-6621-3000 | UNIFORMS | 14,000.00 | -5,000.00 | 9,000.00 |
| | | 021-6621-3150 | OFFICE SUPPLIES | 300.00 | 2,500.00 | 2,800.00 |
| | | 021-6621-3370 | SHOP MATERIALS/SUPPLIES | 1,000.00 | 2,000.00 | 3,000.00 |
| | | 021-6621-3770 | SIGNS | 3,000.00 | 500.00 | 3,500.00 |
| | | 024-6624-4610 | EQUIPMENT RENTAL | 15,000.00 | 30,000.00 | 45,000.00 |
| | | 024-6624-4900 | MISCELLANEOUS | 152,229.60 | -30,000.00 | 122,229.60 |
| | | | General 2023-2024 Total: | 5,784,183.40 | 0.00 | 5,784,183.40 |
| | | | Grand Total: | 5,784,183.40 | 0.00 | 5,784,183.40 |

# Fund Summary

| Fund | Before | Adjustment | After |
|---|---|---|---|
| Budget Code:General 2023-2024 - General Budget FY2024 Fiscal: 2023-2024 | | | |
| 010 | 5,598,653.80 | 0.00 | 5,598,653.80 |
| 021 | 18,300.00 | 0.00 | 18,300.00 |
| 024 | 167,229.60 | 0.00 | 167,229.60 |
| Budget Code General 2023-2024 Total: | 5,784,183.40 | 0.00 | 5,784,183.40 |
| Grand Total: | 5,784,183.40 | 0.00 | 5,784,183.40 |

STATE OF TEXAS

COUNTY OF POLK

**ORDER AUTHORIZING TEXAS INDEPENDENCE DAY FIREWORKS SALES**

WHEREAS, the Commissioners Court of Polk County, Texas is authorized under Occupations Code Section 2154.202(h)(1), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Texas Independence Day; and

WHEREAS, on the 13th day of February, 2024, the Commissioners Court of Polk County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Polk County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Texas Independence Day period beginning February 25, 2024 and ending at midnight March 2, 2024, subject to the following restrictions:

a. This order expires on the date the Texas Fire Service determines drought conditions exist in the county or midnight, March 2, 2024, whichever is earlier.

Approved this the13th day of February, 2024, by the Polk County Commissioners Court.

Sydney Murphy, County Judge

ATTEST:

Schelana Hock, County Clerk

(SEAL)

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

**AMENDMENT TO TAX ABATEMENT AGREEMENT Between POLK COUNTY, TEXAS and LONE SPUR SOLAR ENERGY LLC**

THIS AMENDMENT TO TAX ABATEMENT AGREEMENT (this "*Amendment*") dated effective as of February 13, 2024 (the "*Amendment Effective Date*") is by and between POLK COUNTY, TEXAS (the "*County*") duly acting herein by and through its County Judge, and LONE SPUR SOLAR ENERGY LLC (together with its successors and assigns, "*Owner*"). Company and Contractor may be referred to herein collectively as "*Parties*" and individually as a "*Party.*"

WHEREAS, the County and Owner are Parties to that certain Tax Abatement Agreement dated September 28, 2021 (the "*Agreement*");

WHEREAS, the Parties now desire to amend the terms of the Agreement pursuant to terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

**1.2 TIMING OF IMPROVEMENTS:** Owner projects that the Improvements will be substantially completed by December 31, 2025. If Owner has not substantially completed construction of the Improvements by December 31, 2025, this Agreement shall terminate and no abatement will be granted and neither party shall owe any obligation to the other hereunder; provided however (i) that pursuant to Section 9.7 hereof, the December 31, 2025 deadline shall, upon notification by Lone Spur Solar Energy LLC, and documentation of the nature of the delay, be extended an extension of the December 31, 2025 deadline by the number of days during which an event of Force Majeure occurs after the effective date of this Agreement; and in addition (ii) that Owner may, in writing, request a one-time, one-year extension of such December 31, 2025 deadline (or as such deadline may have been extended by an event of Force Majeure) in the event of permitting delays, equipment shortages, construction delays or other events or circumstances impacting construction that are beyond its reasonable control. The County shall not unreasonably withhold, condition or delay its consent to any such extension. For purposes hereof, the term "substantially completed construction of the Improvements" means that at least 75 MW Capacity (defined below) of the Improvements must be installed and capable of producing electricity.

As consideration of this anticipated extension to December 31, 2025, and in lieu of the anticipated PILOT payment of $794.00 per MW of the installed capacity of the project, Owner will pay to the County the sum of Twenty-Five Thousand Dollars and No/100th ($25,000.00), upon the execution of this Amendment.

If the construction completion date is extended to December 31, 2026, pursuant to the paragraph above, the Owner may, in writing, request a one-time, one-year extension of such deadline to December 31, 2027. The County shall not unreasonably withhold, condition or delay its consent to any such extension. If the extension is granted by the County, as consideration for the extension and in lieu of the anticipated Annual PILOT payment of $794.00 per MW of the installed capacity of the project, Owner will pay to the County the sum of Fifty Thousand Dollars and No/100th ($50,000.00), on or before December 31, 2026.

If the construction completion date is extended to December 31, 2027, pursuant to the paragraph above, the Owner may, in writing, request a one-time, one-year extension of such deadline to December 31, 2028. The County shall not unreasonably withhold, condition or delay its consent to any such extension. If the extension is granted by the County, the Annual PILOT payment will be increased by Ten Percent (10%), from $794.00 to $862.00, with commencement of PILOT payments to begin January 1, 2029 (with the first Annual PILOT being due and payable on December 1, 2029).

2. Miscellaneous.

a. Definitions. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

b. Full Force and Effect. Except as specifically provided in this Amendment, the Agreement shall remain unchanged and in full force and effect.

c. Conflicts. This Amendment and the Agreement shall be deemed one instrument and in the event of a conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control only with respect to the issue in conflict.

d. Binding Effect. This Amendment is binding upon and inures to the benefit of the Parties and their respective heirs, successors and assigns.

e. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date referenced above.

ATTEST:

Schelana Hock, County Clerk

**COUNTY:**

**Polk County, Texas**

By:

Name: Sydney Brown Murphy

Title: County Judge

DS

**OWNER:**

**Lone Spur Solar Energy LLC**, a Delaware limited liability company

DocuSigned by:

By: Dan Litchfield

Name: Dan Litchfield

Title: Authorized Representative

RESOLUTION

The State of Texas
County of **Polk**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **County of Polk**, hereinafter referred to as the Local Government owns bridges located at **Wilson Lake Estates Rd at W. Fork Double Branch Creek**, National Bridge Inventory (NBI) Structure Number **11-187-0-AA03-52-001,** State Control-Section-Job (CSJ) Number **0911-04-105;** and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **116522.** Dated **August 16, 2023;** and

WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0911-04-105.

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The **County Judge** is authorized to execute the agreement on behalf of the Local Government.

Approved this the 13th day of February, 2024.

Sydney Murphy, Polk County Judge

*County Commissioners*

| | |
|---|---|
| Guylene Robertson, Precinct No. 1 | Mark DuBose, Precinct No.2 |
| Milton Purvis, Precinct No. 3 | Jerry Cassity, Precinct No.4 |

ATTEST: ______________________
Schelana Hock
County Clerk

RESOLUTION

The State of Texas
County of **Polk**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **County of Polk**, hereinafter referred to as the Local Government owns bridges located at **Andrew Jackson Dr at Menard Creek**, National Bridge Inventory (NBI) Structure Number **11-187-0-AA12-27-001**, State Control-Section-Job (CSJ) Number **0911-04-106**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **116522**. Dated **August 16, 2023**; and

WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0911-04-106.

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The **County Judge** is authorized to execute the agreement on behalf of the Local Government.

Approved this the 13 day of February, 2024.

Sydney Murphy, Polk County Judge

*County Commissioners*

Gaylene Robertson, Precinct No. 1

Mark DuBose, Precinct No. 2

Milton Purvis, Precinct No. 3

Jerry Cassity, Precinct No.4

ATTEST:
Schelana Hock
County Clerk

Polk County adult probation building
Quote Prepared by Rodney Morgan
02/05/2024

Johnson Controls

# PROPOSAL

## Account Information

| | |
|---|---|
| **Bill To:** | POLK COUNTY<br>110 ALLIE BEAN<br>LIVINGSTON TX<br>USA 77351 |
| **Quote Reference Number:** | 1-1OMS86W6 |
| **Project Name:** | Polk County adult probation building |
| **Site:** | POLK COUNTY<br>100 W CHURCH ST<br>LIVINGSTON TX 77351-3234 |
| **Branch Info:** | JOHNSON CNTRL BEAUMONT CB - 0N82 |
| **Attn:** | Jay Burks |

## Customer Information

**Name:** Jay Burks

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: $9,222.45

This proposal is valid through: 03/01/2024

| **POLK COUNTY** | | **Johnson Controls Inc.** | |
|---|---|---|---|
| Signature: | | Signature: | |
| Name: | Sydney Murphy | Name: | |
| Title: | Polk County Judge | Title: | |
| Date: | February 13, 2024 | Date: | |
| PO: | | | |

## Proposal Overview

**Benefits/Scope of Work:**

We will supply and install new water circulating pump in chilled water system. We will shutdown chiller and pump. Close valve to isolate water in storage tank. Install new replacement 3Hp pump back to existing water piping. We will also be replacing water make up stations on chiller and boiler circuits to existing piping. We will replace gate valves with new half turn ball valves. We will then fill system with water and start new pump. Verify all air is removed from piping and start chiller. We will confirm correct water flow through chiller and correct operation of chiller.

**Exclusions:**

1.Labor or material not specifically described above is excluded from this proposal.
2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3.Applicable taxes or special freight charges are excluded from this proposal

CONFIDENTIAL: For customer review. ©2022 Johnson Controls

*(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.*

## *TERMS AND CONDITIONS*

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer' s warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. FAR.** JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**9. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**10. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**11. PRICING.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

**12. DISPUTES.** JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

**13. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**14. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**15. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**16. FORCE MAJUERE:** JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**17. SAFETY, HEALTH AND HAZARDOUS MATERIALS.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

**18. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**19. DIGITAL ENABLED SERVICES.; DATA.** If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**20. JCI DIGTAL SOLUTIONS.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**21. Privacy.** ***JCI as Processor*:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. ***JCI as Controller*:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**22. ASSIGNMENT.** This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**23. TERMINATION.** If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

**24. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

**25. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

**CUSTOMER ACCEPTANCE**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such charges shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forthcoming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: ______________________________

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: ______________________________

☐ NO: Please submit invoices via mail ☐ NO: Please submit via ______________________________ flock safety

# EXHIBIT A
## ORDER FORM

| | | | |
|---|---|---|---|
| Customer: | TX - Polk County SO | Initial Term: | 24 Months |
| Legal Entity Name: | TX - Polk County SO | Renewal Term: | 24 Months |
| Accounts Payable Email: | bdunaway@polkcountyso.net | Payment Terms: | Net 30 |
| Address: | 1733 N Washington Ave Livingston, Texas 77351 | Billing Frequency: | Annual Plan - First Year Invoiced at Signing. |
| | | Retention Period: | 30 Days |

### Hardware and Software Products
Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|---|---|---|
| Flock Safety Platform | | | $12,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS ™ | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon ® | Included | 4 | Included |

### Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|---|---|---|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Advanced Implementation Fee | $1,900.00 | 4 | $7,600.00 |

| | |
|---|---|
| Subtotal Year 1: | $19,600.00 |
| Annual Recurring Subtotal: | $12,000.00 |
| Estimated Tax: | $0.00 |
| Contract Total: | $31,600.00 |

# Billing Schedule

| Billing Schedule | Amount (USD) |
|---|---|
| **Year 1** | |
| At Contract Signing | $19,600.00 |
| **Annual Recurring after Year 1** | $12,000.00 |
| **Contract Total** | $31,600.00 |

*Tax not included

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at** https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

| **FLOCK GROUP, INC.** | | **Customer: TX - Polk County SO** | |
|---|---|---|---|
| By: | | By: | |
| Name: | | Name: | Sydney Murphy |
| Title: | | Title: | Polk County Judge |
| Date: | | Date: | February 13, 2024 |
| | | PO Number: | |

LIVINGSTON LAWN & GARDEN
3916 US HWY 59 N
LIVINGSTON, TX 77351
936-327-8525
**EXT 1002 FOR SALES**

12/19/2023

GRAVELY ZERO TURN MOWER PURCHASE QUOTE

GRAVELY ZERO TURN $7,999.00
MODEL: 991290
SERIAL:

- 60" WELDED/ FABRICATED 7 GAUGE DECK
- 22 HP COMMERCIAL FX691V ENGINE
- HYDRO GEAR 3200 TRANSAXLES
- ROLL OVER PROTECTION BAR
- SUSPENSION SEAT KIT

TAX EXEMPT

TOTAL PRICE: $7,999.00

## Policies and Procedures Manual for Establishing New Grants and Grant Renewals and Establishing New Financial Line Items for Grant Tracking and Reporting

This manual outlines the policies and procedures for applying for new Federal and State government or other entities providing Grants and then creating new Direct Grant line items (revenues, expenses and balance sheet accounts) and properly tracking these line items to ensure accurate and transparent Grant reporting then billing the Grant for the tracked Grant expenses.

Each Grant will be assigned line items specific to that Grant, which will include revenues and expenses directly tied to it. Adhering to these guidelines will streamline the process and maintain consistency across Grant-funded projects.

*It is imperative that specific Grant related expenses be isolated from all other Grants and County related expenses.*

All Grants must be administered in compliance with all Federal and State requirements.

Direct Grants are Grants received by Polk County for services provided by Polk County for the benefit of Polk County. Pass-through Grants are Grants for services provided by Polk County for which Polk County contracts with sub-recipients to perform the services to the beneficiary. Both types of Grants require monitoring, accounting and reporting to ensure the County and/or sub-recipients are using funds in accordance with Grant requirements.

Section 1: Requesting a New Grant or Grant Renewal

1.1 Eligibility for Requesting a New Grant or Grant Renewal:

Any department ("Grant Requestor") may initiate a request for a new Grant or Grant renewal by emailing that request to the Grants & Contracts Coordinator, and copying their supervising Elected Official.

1.2 Documentation:

The Grant Requestor will include the following information in their Grant Request: the entity (Federal, State or other Grant funding entity) that is providing the Grant funding, Grant identification number, a detailed description of the purpose and goals of the Grant, an estimated budget with funding sources to include matching funds and the timeframe of the Grant.

The Grant Requestor, with the Elected Official's approval, and assistance from the Grant and Contract Coordinator, will develop a detailed budget for the new Grant line items, ensuring compliance with Grant guidelines. They will clearly define criteria for allocating funds within the new line items, considering project milestones, deliverables, and any specific Grant restrictions.

1.3 Grant Application

If the Elected Official wants to pursue the Grant, that Elected Official or their designee will complete the Grant Application Form.

The completed draft Grant Application Form will then be submitted to Commissioner's Court for approval.

If Commissioner's Court approves the Grant Application for submission, the Elected Official or their designee will submit the Grant Application to the appropriate funding agency.

1.4 Grant Award Acceptance

If the submitted Grant Application is approved for funding by the funding entity, the Elected Official or their designee will resubmit the Approved Grant Application to Commissioner's Court for Grant Acceptance.

Upon acceptance, by Commissioner's Court, the County Auditor will assign unique Grant codes to the new line items and notify the requesting party. A new Grant will require at least one revenue and one expense line item. Additional expense line items may be needed to separate personnel, operational, and capital expenses. Grants for personnel will have a specific department/grant for all expenses, with line items for associated wages, taxes and benefits. All other expenses will also have a specific Grant line item number.

Upon receiving Grant account code line items the Elected Official may begin utilizing the funds associated with that Grant in the manner that those Grant funds are to be utilized under the Grant terms.

Section 2: Record Keeping

2.1 Grant Documentation

The Grants and Contract Coordinator will maintain a file for each Grant identifying each Grant by the Grant Name, Contract Number, CFDA Number, whether it is a Federal, State or other entity Grant and the Granting agency name. The files should be separated by Federal, State or Other Entities and maintained both in paper and as a PDF file and retained for the specific timeframe required under the law. Each file should contain the following documents:

- Copy of the original contract - signed
- Copy of all contract modifications - signed
- Copy of Commissioner Court Minutes approving all Grant activities - signed
- Agency Approved Grant Budget line items received from the Granting Agency
- A summary catalogue of all County Grants containing important summary information for each Grant to include billing frequency, activity and reporting requirements and due dates, Grant timeframe as well as other important information related to each Grant

The County Auditor will maintain a file for each Grant identifying each Grant by the Grant Name, Contract Number, CFDA Number, whether it is a Federal, State or other entity Grant and the Granting agency name. The files should be separated by Federal, State or Other Entities and maintained both in paper and as a PDF file and retained for the specific timeframe required under the law. Each of the County Auditor's files should contain the following documents:

- Agency Approved Grant Budget line items received from the Granting Agency
- Grant Revenue documentation to include Cash Receipt Ledgers and any supporting documents
- Grant Billing documentation to include all supporting expense documents that would include payroll registers and personnel benefit expense documents and copies of invoices charged to the Grant
- Excluding Official Grant documents the County Auditor will have all documents required to be submitted if a Grant Audit is requested

## Section 3: Billing and Tracking Grant Related Expenses

It is important to segregate each Grants revenues and expenses from any other Grant or department financial information. Each Grant will be assigned line items specific to that Grant, which will include revenues and expenses directly tied to each Grant. Adhering to these guidelines will streamline the process and maintain consistency across Grant-funded projects while adhering to Federal and State Grant tracking guidelines.

### 3.1 Grant Billing Procedure

After calculating Grant expenses as outlined in 3.2 Tracking Personnel Grant Expenses and 3.3 Tracking Non-Personnel Grant Expenses those expense numbers will be used to bill the specific Grant before the deadline that is outlined in the Grant contract. Most Grants are typically billed either monthly or quarterly unless defined in the Grant contract.

### 3.2 Tracking Personnel Grant Expenses

Timesheets and the payroll register will be used to calculate personnel related expenses which include salary and fringe benefits. An approved *sample* Grant timesheet is attached (see Exhibit "A") to this manual. Each timesheet will include the following:

- Employee name and department worked
- Grant identifying information to include Grant Number or Name by each day
- Percentage of time worked on a specific day on a specific Grant
- Timesheet will be signed by both the individual providing the services and that individual's supervisor to verify that the hours being charged to the Grant have been verified by two individuals

Polk County pays its employees bi-weekly which creates a timing issue tying personnel related expenses to cut-off dates of each specific Grant and employee. The issue is timesheets for personnel related expenses will almost never begin on the first day of the month or end on the last day of the month which is typically when Grant billing periods begin and end. In order to ensure that the correct personnel related expenses are being used for Grant billing purposes each individual employee's hours and expenses will be input into a Grant expense reconciliation Excel spreadsheet that will calculate the personnel expenses for the period being billed. The calculated personnel expense numbers will then be compared to the general ledger corresponding numbers to ensure that they are the same.

### 3.3 Tracking Non-Personnel Grant Expenses

Grant expenses will be segregated from all other expenses and will be recorded in specific general ledger account numbers that are specific to a grant. These general ledger grant expenses will be reviewed by compiling invoices that represent the actual expense and billing time period and confirming that those expenses are Grant related to that specific Grant and are approved expenses as compared to the Grant budget. Once these billing steps have been completed these expenses will be incorporated into the Grant billing process. In addition, a periodic review of the budget needs to be completed to ensure alignment with project objectives and make adjustments as necessary.

3.4 Grant Billing and Grant Budget Comparison

At the time of Grant billing the expenses that are anticipated to be billed to the Grant will be reviewed against the Approved Grant Budget and Grant Contract to ensure that those expenses meet the Grant expense criteria/budget.

The appropriate Polk County employee will complete the billing process by submitting the billing documents to the appropriate Grant funding entity within the time period outlined in the Grant.

3.4 Grant Matching Funds

The County Auditor will insure that matching Grant funds are being properly tracked and that the amounts are in compliance to the Grant contract.

Section 4: Communication and Documentation

4.1 Internal Communication:

Establish clear channels for communication between the County Auditor, project managers, and relevant stakeholders regarding the new line items and reporting requirements.

4.2 External Reporting:

Clearly communicate any changes or updates related to the new line items to external stakeholders, including funding agencies and regulatory bodies.

4.3 Documentation Retention:

Retain and archive all documentation related to the Grant, ensuring compliance with record-keeping policies. Determine the retention schedule and ensure the documents are maintained for the appropriate period.

This manual provides a comprehensive framework for the establishment, budgeting, and reporting of new line items. Adherence to these policies and procedures will enhance accountability, transparency, and the overall success of Grant-funded projects.