

COMMISSIONERS COURT AGENDA
Tuesday, March 18, 2025
9:30 a.m.



Striving for Excellence

COMMISSIONERS COURT
Neal Franklin, County Judge
Commissioner Christina Drewry, Precinct 1
Commissioner John Moore, Precinct 2
Commissioner J Scott Herod, Precinct 3
Commissioner Ralph Caraway Sr, Precinct 4



**COUNTY OF SMITH
COMMISSIONERS COURT
200 E. Ferguson, Suite 100
Tyler, Texas 75702**

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, March 18, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

Questions regarding this agenda should be directed to Commissioners Court Administrative Assistant at 903-590-4605. The agenda is available on the County's website (<http://www.smith-county.com>).

**CALL TO ORDER
DECLARE A QUORUM PRESENT
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED
INVOCATION
PLEDGE OF ALLEGIANCE**

PUBLIC COMMENT: Members of the public who have previously filled out a participation form have an opportunity to address the Commissioners Court on agenda items. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Individual comments are limited to a maximum of three (3) minutes. If you wish to address the Court, obtain a public participation form at the Commissioners Court entryway and submit the completed form to a staff member before the meeting begins. Please be mindful of the Commissioners Court Rules of Procedure, Conduct and Decorum when making your comments and/or attending public meetings.

OPEN SESSION:

COURT ORDERS

COMMISSIONERS COURT

1. Consider and take necessary action to approve the Automobile Claim Settlement, Claim Number APD20252503-1 from Texas Associations of Counties, and authorize the county judge to sign all related documentation.
2. Consider and take necessary action to increase the Smith County Historical Commission size from seven members to nine members and authorize the county judge to sign all related documentation.
3. Consider and take necessary action to appoint two new members to serve through January 31, 2027, on the Smith County Historical Commission, and authorize the county judge to sign all related documentation.
4. Receive an Order appointing the Smith County Auditor and setting a base salary pursuant to the Smith County District Judges' Order, dated March 12, 2025, and approve a bond in accordance with Chapter 84 of the Texas Local Government Code.

ANIMAL CONTROL

5. Consider and take necessary action to appoint/reappoint Smith County representatives to serve on the Smith County Animal Control Advisory Committee, to serve a two-year term beginning May 1, 2025, and ending April 30, 2027.

PURCHASING

6. Consider and take necessary action to award contracts for the following bids and authorize the county judge to sign all related documentation:
 - a. RB-17-25 Seal Coat Program
 - b. RB-18-25 Road Improvements to CR 178 (FM 2868 to CR 168)
 - c. RB-19-25 Road Improvements to CR 411 (IH 20 to FM 849)
7. Consider and take necessary action to approve Smith County Purchasing to utilize the Florida Sheriff's Association Cooperative and authorize the county judge to sign all related documentation.

SHERIFF'S OFFICE

8. Consider and take necessary action to approve the purchase of a Terradyne Armored Vehicle utilizing the Florida Sheriff's Association Cooperative #FSA23-VEH21.0 and authorize the county judge to sign all related documentation.

AUDITOR'S OFFICE

9. Consider and take necessary action to approve the FY26 Title IV-E Legal Services contract with the Texas Department of Family and Protective Services (DFPS) and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COUNTY CLERK

10. Accept Commissioners Court minutes for February 2025.
11. Receive Commissioners Court recordings for February 2025.

AUDITOR'S OFFICE

12. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 55 1.071, 55 1.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.071 – CONSULTATION WITH ATTORNEY

13. Receive update and consultation with attorney regarding pending or contemplated litigation against Smith County, including covered and uncovered claims.

ADJOURN

SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR DISABLED PERSONS This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 3/14/2025

Time: 3:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/12/2025	Submitted by: T. Wilson
Meeting Date: 03/18/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: TAC Auto Claim Settlement - ADP20252503-1	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the Automobile Claim Settlement, Claim Number APD20252503-1 from Texas Associations of Counties, and authorize the County Judge to sign all related documentation.	
Background: This is a total loss of a vehicle assigned to the Smith County Sheriff's Office. The vehicle was a 2020 Chevrolet Suburban. The driver, a county employee, hydroplaned while traveling on Loop 49.	
Financial and Operational Impact: Actual Cash Value: \$24,365.00 Deductible: (-\$2,500.00) Initial Payment: (-\$9,071.56) - we received this payment on 02/20/2025 as the initial estimate for repairs. After review by the adjuster it was determined the vehicle was a total loss. Net payment: \$12,793.44	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Thomas Wilson	Email: twilson@smith-county.com
Name: Brandi White	Email: BJohnson2@smith-county.com
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



Total Loss Condition Report

Date: 3/6/2025 Property Condition: Total Loss
Assignment Number 513-502-0012-1

Loss Recap for Total Loss	
Damage Appraisal..	\$24,983.03
Percent of ACV.....	102.54%
Deductible.....	\$2,500.00
Total.....	\$22,483.03

Office:
Tyler, TX (Corp) #513 100 Energy Way Ste 1900 Fort Worth TX Phone: 833-924-3360 Fax: 800-866-4732

Assignment Received: 2/7/2025	Date of Loss: 1/30/2025
Date of First Contact:	Date of Inspection: 2/10/2025
Inspection Location: 302 E LINE ST TYLER, TX 75702	

Vehicle/Owner Information:
Insured: Smith County Vehicle: 2020 Chevrolet Suburban VIN #: 1GNSCKECLR229792

Repair Facility:
dealers collision 12618 HWY 155 Tyler, TX 75703 Phone: (903) 561-1212
Tax# 27-0532164

Loss Recap

Estimated Amount of Open Damages: 0.00	Recommendation: Total Loss	Claim #: APD20252503-1
Estimated Salvage Value: 0.00	Primary Damage: Front Center	
Repair Facility Estimate Amount: 0.00	Secondary Damage: Right Rear Corner Damage Appraisal: \$24,983.03	

Agreed Scope of Damage: No	Betterment/Depreciation: No	Tow Charges: 0.00	Direction to Pay: No
Days to Repair: 0	Applicable: False	Storage Rate Per Day / Total: N/A	Drivable: No
Appearance Allowance: No	Reason:		

Condition Summary

Interior: Average
Paint: Average

Engine:
Mileage: 96393

Tire Information:
Size:
Type:

Tread Depth(In 32nd's):
LF:0 RF: 0
LR:0 RR: 0
Spare:0

Request Number:
Instant Value: 0.00
Salvage Moved: No

Stock Number:
Salvage Bids Obtained: Yes

ACV Method: TLV
Avg Book Value: \$23,017.50
Avg Market Survey: \$25,711.67
Avg Lines 1 & 2: \$24,364.59
Total Adjustments: \$0.00
Suggested ACV: \$24,364.58
(Tax Rate: 0.000) : \$0.00
Grand Total: \$24,364.58

Special Equipment:

Approx Cost of Special Equipment: 0.00

Remarks	Open Items
<p>The shop found additional damage and lots of it. The estimate now makes the vehicle a total loss.</p> <p>The ACV has been calculated and salvage bids have been obtained.</p> <p>+++++</p> <p>This vehicle has damage to the right front, the left front and to the right rear corners. There is damage to the left front door where the fender went back into it. There could be hidden structure damage found once it goes to a shop for repairs.</p>	

Salvage Bids:

Company	Contact	Phone Number	Amount
MYERS AUTO SALVAGE	Joey	(800) 404-1443	\$2,475.00
RCS Recyclers	Mike	(903) 877-4020	\$2,250.00
BIG TEXAS	Phil	(903) 234-2490	\$1,995.00

Market Survey:

Company	Contact	Phone Number	Amount
cargurus.com			\$27,899.00
cargurus.com			\$27,241.00
cargurus.com			\$21,995.00

Book Calculations:

Option Description	NADA Clean Retasil Amount	NADA Avg Trade-In Amount
Base Book	\$26,610.00	\$19,425.00
Totals	\$26,610.00	\$19,425.00

Alacrity Solutions Tyler TX
PO Box 471909, Fort Worth, TX 76147
Office: (833) 924-3360
Fax: (800) 866-4732
tyler@alacritysas.com

Estimate ID
5135020012
S1
Quote ID
143224669
Claim Number
APD20252503-1

Submit all supplement requests to: <https://supplements.alacritystatus.com>

Insured
Smith County Brandi White
302 East Line Street
Tyler, TX 75702
(903) 590-4631 (Work)
(903) 530-1317 (Mobile)
bjohnson2@smith-county.com

Appraiser
Clint Smith
Classification
None

Supplemented By
Clint Smith
Classification
None

Insurance Carrier
TEXAS ASSOCIATION OF
COUNTIES

Additional Information

CONTACT DATE
N/A

TEXAS ASSOCIATION OF COUNTIES

Loss Type Collision	Claim Number APD20252503-1	Adjuster Makaelah Kaiser (512) 615-8916 (Work) makaelahk@county.org	Deductible 2500.00 - Not Waived
Loss Date 01/30/2025	Inspection Site Other Location 302 E LINE ST TYLER, TX 75702 (903) 530-1317 (Work)	Inspection Date 2/10/2025	

Additional Information

UNDERWRITING COMPANY N/A	FULL CLAIM NUMBER APD20252503-1	INSURANCE CARRIER TEXAS ASSOCIATION OF COUNTIES	CARRIER STREET ADDRESS 1204 SAN ANTONIO
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CARRIER CITY, STATE, ZIP
AUSTIN, TX 78701

Loss Type
N/A

2020 Chevrolet Suburban Fleet 4 Door Utility 5.3L 8 Cyl Gas Injected Base 2WD

Exterior Color
WHITE

License
TX-MZM5025

VIN
1GNSCKECLXR229792

Drivable
Yes

Odometer
96393

Production Date
12/2019

Mitchell Service Code
911675

Primary Point of Impact
Right Front Corner (1)

Secondary Point(s) of Impact
Right Rear Corner (5), Left Front Corner (11)

Smith County Brandi White | 2020 Chevrolet Suburban Fleet

Parts Profile
Tyler

Parts Profile Version
4.0

Line #	Description	LABOR			PART				Tax	
		OperationType	Total Units	CEG	Type	Number	Qty	Total Price		
Front Bumper										
1	AUTO Frt Bumper Cover Assy	Overhaul	Body	3.2#	3.2	Existing				
2	102179 Frt Bumper Cover	Remove / Replace	Body	INC#	3.2	Aftermarket New	GM1000A20	1	\$748.00	
3	AUTO Frt Bumper Cover	Refinish Only	Refinish	2.6 C	2.6					
4	102182 Frt Lwr Bumper Moulding	Remove / Replace	Body	INC#	0.4	New	22992271	1	\$115.38	
5	AUTO Frt Bumper Cover	Remove / Install	Body	INC#	1.7					
S1 6	102183 Frt Bumper Mldg Retainer	Remove / Replace	Body	INC	0.0	New	11562364	1	\$8.93*	
7	102184 Frt Bumper Skid Plate	Remove / Replace	Body	INC#	0.4	Aftermarket New	GM1095212	1	\$611.00	
8	102185 Frt Bumper License Plate Bracket	Remove / Install	Body	INC#	0.2	Existing				
S1 9	102186 Frt Bumper Rivet (4 @ \$10.75)	Remove / Replace	Body	INC	0.0	New	11516807	4	\$43.00	
10	102193 R Frt Bumper Brace	Remove / Replace	Body	INC	0.0	Aftermarket New	GM1067202	1	\$22.00	
11	102195 R Frt Bumper Guide	Remove / Replace	Body	INC#	0.1	Aftermarket New	GM1043148	1	\$24.00	
S1 12	102208 Frt Bumper Impact Bar	Remove / Replace	Body	0.3#	0.3	Aftermarket CAPA	GM1006681C	1	\$454.00	
S1 13	100812 R Frt Otr Bumper Trim	Remove / Replace	Body	0.1#	0.1	Aftermarket New	GM1047105	1	\$30.00	
S1 14	AUTO R Frt Fog Lamp	Remove / Install	Body	INC#	0.3					
S1 15	100813 L Frt Otr Bumper Trim	Remove / Replace	Body	0.1#	0.1	Aftermarket New	GM1046105	1	\$30.00	
S1 16	AUTO L Frt Fog Lamp	Remove / Install	Body	INC#	0.3					

		LABOR				PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
S1 17	100814 Frt Lwr Bumper Air Deflector	Remove / Replace	Body	0.4#	0.4	Aftermarket New	GM1095201	1	\$117.00	
S1 18	100791 R Frt Lwr Bumper Bracket	Remove / Replace	Body	INC	0.0	Aftermarket New	GM1042134	1	\$19.00	
S1 19	100792 R Frt Otr Bumper Filler	Remove / Replace	Body	INC#	0.2	New	22936500	1	\$49.97	
S1 20	100795 L Frt Bumper Brace	Remove / Replace	Body	INC	0.0	Aftermarket New	GM1066202	1	\$22.00	
S1 21	100797 L Frt Bumper Guide	Remove / Replace	Body	INC#	0.1	Aftermarket New	GM1042148	1	\$24.00	
S1 22	100800 R Frt Bumper Fog Lamp Opening Cover	Remove / Replace	Body	INC#	0.2	Aftermarket New	GM1039188	1	\$37.00	
Grille										
23	100768 Grille Assembly	Remove / Replace	Body	INC#	0.5	Aftermarket CAPA	GM1200703C	1	\$704.00	
Front Lamps										
24	101502 R Frt Combination Lamp Assembly	Remove / Replace	Body	INC#	0.7	Aftermarket New	GM2503405	1	\$844.00	
25	AUTO Headlamps	Check / Adjust	Body	0.4	0.4					
Hood										
26	100586 Hood Moulding	Remove / Install	Body	0.3	0.3	Existing				
S1 27	100587 Hood Panel (Alum)	Remove / Replace	Body	1.2	1.2	Aftermarket CAPA	GM1230430P	1	\$1,371.00	
S1 28	AUTO Hood Outside	Refinish Only	Refinish	3.0 C	3.0					
S1 29	AUTO Add For Hood Underside	Refinish Only	Refinish	1.5 C	1.5					
S1 30	100588 R Hood Hinge	Remove / Replace	Body	0.3#	0.3	Aftermarket New	GM1236163	1	\$91.00	
S1 31	AUTO R Hinge	Refinish Only	Refinish	0.5 C	0.5					
S1 32	AUTO Hood Assy	Remove / Install	Body	INC	0.6					
S1 33	AUTO Ctr Cowl Top Grille	Remove / Install	Body	INC#	0.6					
S1 34	100589 L Hood Hinge	Remove / Replace	Body	0.3#	0.3	Aftermarket New	GM1236162	1	\$91.00	
S1 35	AUTO L Hinge	Refinish Only	Refinish	0.5 C	0.5					
Cooling										
36	102455 Add W/radiator Shutter Assy	Remove / Replace	Body	0.7	0.7					
S1 37	100611 Cooling Radiator Support	Remove / Replace	Body	4.9#	4.9	Aftermarket CAPA	GM1225311C	1	\$443.00	
S1 38	AUTO R Front Combination Lamp	Remove / Install	Body	INC#	0.7					
S1 39	AUTO L Front Combination Lamp	Remove / Install	Body	INC#	0.7					
S1 40	AUTO Add To R&R Mechanical Components -M	Remove / Replace	Mechanical	4.1#	4.1					
S1 41	AUTO Evacuate & Recharge A/C -M	Remove / Replace	Mechanical	1.4	1.4					
S1 42	100614 Ambient Temp Sensor	Remove / Replace	Body	INC#	0.3	New	13583411	1	\$15.76	

Line #	Description	LABOR					PART			
		Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
S1 43	102454 Cooling Radiator Shutter	Remove / Replace	Body	INC#	0.7	Aftermarket New	GM1206125	1	\$243.00	
S1 44	AUTO Grille Assy	Remove / Install	Body	INC#	0.5					
S1 45	100620 Cooling Radiator Seal	Remove / Replace	Body	0.0	0.0	Aftermarket New	GM1218148	1	\$128.00	
Front Fender										
46	100640 R Fender Panel	Remove / Replace	Body	4.0#	5.7	Aftermarket New	GM1241388	1	\$985.00	
47	AUTO R Fender Outside	Refinish Only	Refinish	2.1 C	2.5					
48	AUTO R Add To Edge Fender	Refinish Only	Refinish	1.2 C	1.2					
49	100641 L Fender Panel	Remove / Replace	Body	2.6#	4.9	Aftermarket New	GM1240388	1	\$966.00	
50	AUTO L Fender Outside	Refinish Only	Refinish	2.1 C	2.5					
51	AUTO L Add To Edge Fender	Refinish Only	Refinish	1.2 C	1.2					
S1 52	100643 R Upr Fender Rear Bracket	Remove / Replace	Body	INC#	0.2	New	23488050	1	\$58.87	
S1 53	AUTO R Rear Upr Bracket	Refinish Only	Refinish	0.3 C	0.3					
S1 54	100644 L Upr Fender Rear Bracket	Remove / Replace	Body	INC#	0.2	New	23488049	1	\$58.87	
S1 55	AUTO L Rear Upr Bracket	Refinish Only	Refinish	0.3 C	0.3					
S1 56	100645 R Lwr Fender Rear Bracket	Remove / Replace	Body	0.2#	0.2	New	22992039	1	\$61.50	
S1 57	AUTO R Rear Lwr Bracket	Refinish Only	Refinish	0.2 C	0.2					
S1 58	100646 L Lwr Fender Rear Bracket	Remove / Replace	Body	0.2#	0.2	New	22992039	1	\$61.50	
S1 59	AUTO L Rear Lwr Bracket	Refinish Only	Refinish	0.2 C	0.2					
S1 60	100651 R Fender Support	Remove / Replace	Body	INC	0.2	New	23115310	1	\$42.72	
S1 61	100655 R Fender Brace	Remove / Replace	Body	0.2	0.2	New	22814873	1	\$15.55	
62	101601 R Fender Liner	Remove / Replace	Body	INC	0.3	Aftermarket New	GM1249243	1	\$84.00	
63	101602 L Fender Liner	Remove / Replace	Body	INC	0.3	Aftermarket New	GM1248268	1	\$96.00	
Frame										
S1 64	100952 Frt Frame Assembly -F	Remove / Replace	Mechanical*	8.5#	8.5	OE Discount	22907410	1	\$1,517.43	
Windshield										
65	100430 W/Shield Glass	Remove / Replace	Glass	2.0#	2.0	Aftermarket New	DW02135GB Y	1	\$630.24	
66	100435 W/Shield Adhesive	Remove / Replace	Body	0.0	0.0	Aftermarket New		1	\$20.00*	
Rocker / Pillars / Floor										
S1 67	100167 R Windshield Post & Hinge Pillar	Refinish Only	Refinish	2.0* C	1.0	Existing				
68	900501 Modified Refinish With Full Clear Coat									

Line #	Description	LABOR		Total Units	CEG	PART			
		Operation	Type			Type	Number	Qty	Total Price
S1 69	100168 L Windshield Post & Hinge Pillar	Refinish Only	Refinish	2.0* C	1.0	Existing			
70	900501 Modified Refinish With Full Clear Coat								
S1 71	101071 R Door Opening Frame	Repair	Body	0.5*#	25.0	Existing			
S1 72	101072 L Door Opening Frame	Repair	Body	0.5*#	25.0	Existing			
73	101020 R Running Board Assy	Remove / Install	Body	0.6	0.6	Existing			
74	101022 L Running Board Assy	Remove / Install	Body	0.6	0.6	Existing			
75	100425 R Frt Running Board Extension	Remove / Install	Body	INCr#	0.2	Existing			
76	100426 L Frt Running Board Extension	Remove / Install	Body	INCr#	0.2	Existing			
S1 77	100537 R Frt Door Opening Weatherstrip	Remove / Install	Body	0.5r	0.5	Existing			
S1 78	100538 L Frt Door Opening Weatherstrip	Remove / Install	Body	0.5r	0.5	Existing			
S1 79	100539 R Rear Door Opening Weatherstrip	Remove / Install	Body	0.5r	0.5	Existing			
S1 80	100540 L Rear Door Opening Weatherstrip	Remove / Install	Body	0.5r	0.5	Existing			

Front Door

S1 81	100553 L Frt Door Shell	Remove / Replace	Body	5.1#	5.1	OE Discount	23331913	1	\$831.25
S1 82	AUTO L Frt Door Outside	Refinish Only	Refinish	2.3 C	2.7				
S1 83	AUTO L Frt Add For Jambs & Interior	Refinish Only	Refinish	1.0 C	1.0				
S1 84	AUTO L Frt Add To R&L/R&R Side Air Bag Sensor	Remove / Replace	Mechanical	0.3	0.3				
85	101928 L Frt Upr Door Window Frame Moulding	Remove / Install	Body	INC#	0.3	Existing			
86	AUTO L Frt Door Applique	Remove / Install	Body	INC#	0.3				
87	100561 R Frt Rear View Mirror	Remove / Install	Body	INC#	0.7	Existing			
88	100562 L Frt Rear View Mirror	Remove / Install	Body	INC#	0.7	Existing			
89	100563 R Frt Otr Door Belt Moulding	Remove / Install	Body	0.9#	0.9	Existing			
90	100565 L Frt Otr Door Belt Moulding	Remove / Install	Body	INC#	0.9	Existing			
91	100141 R Frt Door Adhesive Nameplate	Remove / Replace	Body	0.2	0.2	New	15825694	1	\$97.22
92	100142 L Frt Door Adhesive Nameplate	Remove / Replace	Body	0.1	0.2	New	15825694	1	\$97.22
93	101933 R Frt Door Trim Panel	Remove / Install	Body	INC	0.4	Existing			
94	101934 L Frt Door Trim Panel	Remove / Install	Body	INC	0.4	Existing			
95	100103 R Frt Otr Door Handle	Remove / Install	Body	0.3	0.3	Existing			
96	100104 L Frt Otr Door Handle	Remove / Install	Body	INC	0.3	Existing			
97	100083 L Frt Door Weatherstrip	Remove / Install	Body	INCr	0.2	Existing			

Line #	Description	LABOR				PART				
		Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
98	100085 L Frt Lwr Door Seal	Remove / Install	Body	INCr	0.2	Existing				
Rear Door										
99	101476 L Rear Door Outside	Blend	Refinish	1.0 C	2.6	Existing				
100	101484 L Rear Otr Door Belt Moulding	Remove / Install	Body	0.2	0.2	Existing				
101	101185 L Rear Uptr Door Moulding	Remove / Install	Body	0.3#	0.3	Existing				
102	AUTO L Rear Door Front Applique	Remove / Install	Body	0.3#	0.3					
103	AUTO L Rear Door Rear Applique	Remove / Install	Body	0.3#	0.3					
104	101932 L Rear Door Trim Panel	Remove / Install	Body	INC	0.4	Existing				
105	101441 L Rear Otr Door Handle	Remove / Install	Body	0.7#	0.7	Existing				
S1	106 101493 L Rear Lwr Door Weatherstrip	Remove / Install	Body	0.1r	0.1	Existing				
Roof										
S1	107 102529 R Roof Joint Mldg	Remove / Replace	Body	0.2	0.2	New	84293175	1	\$75.45	
S1	108 102530 L Roof Joint Mldg	Remove / Replace	Body	0.2	0.2	New	84293174	1	\$75.45	
S1	109 100821 R Roof Luggage Rack	Remove / Install	Body	1.2#	1.2	Existing				
S1	110 100822 L Roof Luggage Rack	Remove / Install	Body	1.2#	1.2	Existing				
Quarter Panel										
S1	111 101028 R Quarter Outer Panel	Repair	Body	8.0*#	18.0	Existing				
S1	112 AUTO R Quarter Panel Outside	Refinish Only	Refinish	3.1 C	3.3	Existing				
S1	113 102864 R Quarter Door Opening W/Strip	Remove / Install	Body	0.2r	0.2	Existing				
S1	114 100047 R Quarter Pressure Release Vent	Remove / Replace	Body	0.1#	0.1	OE Discount	22788177	1	\$74.77	
S1	115 100691 R Quarter Wheelhouse Liner	Remove / Replace	Body	INC	0.4	Aftermarket New	GM1763111	1	\$81.00	
Quarter Glass										
S1	116 101296 R Quarter Glass	Remove / Install	Glass	2.4#	2.4	Existing				
S1	117 101312 Qtr Glass Adhesive	Remove / Replace	Body	0.0	0.0	Aftermarket New		1	\$20.00*	
Rear Lamps										
S1	118 101530 R Rear Combination Lamp	Remove / Install	Body	0.5#	0.5	Existing				
Rear Bumper										
119	AUTO Rear Bumper Cover Assy	Overhaul	Body	3.4#	3.4	Existing				
120	101040 Rear Bumper Cover	Remove / Replace	Body	INC#	3.4	Aftermarket CAPA	GM1100943C	1	\$732.00	
121	AUTO Rear Bumper Cover	Refinish Only	Refinish	2.6 C	2.6					
122	101059 Rear Bumper Step Pad	Remove / Replace	Body	INC	0.3	Aftermarket New	GM1191139	1	\$133.00	

Line #	Description	LABOR				PART				
		Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
123	102244 R Rear Bumper Guide	Remove / Replace	Body	0.2#	0.2	Aftermarket New	GM1143125	1	\$35.00	
124	AUTO Rear Bumper Cover	Remove / Install	Body	INC#	1.7					
S1 125	102245 L Rear Bumper Guide	Remove / Replace	Body	0.2#	0.2	Aftermarket New	GM1142125	1	\$32.00	
Additional Costs & Materials										
126	AUTO Paint/Materials	Additional Cost							\$1,771.00	
127	AUTO Hazardous Waste Disposal	Additional Cost							\$5.00*	
S1 128	936014 Flex Additive	Additional Cost							\$8.00*	
S1 129	936003 Coolant	Additional Cost							\$20.00*	
Additional Operations										
130	AUTO Clear Coat	Additional Operation	Refinish	2.5*	0.0				\$0.00*	
131	900501 Estimate Calculated Using A Preset Threshold Amount For The Clear Coat									
S1 132	931127 Pre Repair Scan	Additional Operation	Mechanical	1.0*	0.0				\$0.00	
S1 133	931128 Post Repair Scan	Additional Operation	Mechanical	1.0*	0.0				\$0.00	
S1 134	933006 Frame/Rack Set Up	Additional Operation	Frame	2.0*	0.0				\$0.00	
S1 135	933030 Pull For Sway	Additional Operation	Frame	2.0*	0.0				\$0.00	
S1 136	933031 Pull For Mash	Additional Operation	Frame	2.0*	0.0				\$0.00	
S1 137	933032 Pull For Twist	Additional Operation	Frame	2.0*	0.0				\$0.00	
S1 138	933034 Pull For Sag	Additional Operation	Frame	2.0*	0.0				\$0.00	
S1 139	900500 Alignment	Additional Labor	Mechanical*	0.0*	0.0	Sublet			\$99.95*	
S1 140	933018 Mask For Overspray	Additional Operation	Body*	0.3*	0.0				\$10.00*	
S1 141	933005 Restore Corrosion Protection	Additional Operation	Body	0.3*	0.0				\$15.00*	
S1 142	900500 Mask Jamb & Interior	Remove / Replace	Body*	0.5*	0.0	Aftermarket New		1	\$10.00*	
S1 143	933021 De-Nib And Finesse	Additional Operation	Refinish	2.0*	0.0				\$0.00	
S1 144	900500 D&R Battery	Additional Labor	Body*	0.3*	0.0	Existing				

* Judgment Item
 C Included in Clear Coat Calculation
 T Included in Two Tone Calculation
 A Included in Clear Coat and Two Tone Calculation
 # Labor Note Applies
 r CEG R&R Time Used for this Labor Operation
 d Discontinued by Manufacturer
 [] Verify the part number and price before ordering

Parts Vendors

CLASSIC CHEVROLET OEMD
 1101 W. STATE HWY 114
 GRAPEVINE TX 76051
 (866) 673-1597 (Work)

HEWLETT GM OEMD
 200 COMMERCE BL.
 GEORGETOWN TX 78626
 (800) 901-2990 (Work)

Line	Part #	Total Price
64	22907410	\$1,517.43
81	23331913	\$831.25

Line	Part #	Total Price
114	22788177	\$74.77

KEYSTONE HIG KEYSIQ
 13681 SYDNEY RD.
 WHITEHOUSE TX 75791
 (866) 837-0051 (Work)
 (903) 592-7455 (Work)

KEYSTONE KEYSIQ
 13681 SYDNEY RD.
 WHITEHOUSE TX 75791
 (866) 837-0051 (Work)
 (903) 592-7455 (Work)

Line	Part #	Total Price
2	GM1000A20	\$748.00
7	GM1095212	\$611.00
10	GM1067202	\$22.00
11	GM1043148	\$24.00
12	GM1006681C	\$454.00
13	GM1047105	\$30.00
15	GM1046105	\$30.00
17	GM1095201	\$117.00
18	GM1042134	\$19.00
20	GM1066202	\$22.00
21	GM1042148	\$24.00
22	GM1039188	\$37.00
43	GM1206125	\$243.00
45	GM1218148	\$128.00
62	GM1249243	\$84.00
63	GM1248268	\$96.00
120	GM1100943C	\$732.00
122	GM1191139	\$133.00
123	GM1143125	\$35.00
125	GM1142125	\$32.00

Line	Part #	Total Price
23	GM1200703C	\$704.00
30	GM1236163	\$91.00
34	GM1236162	\$91.00
115	GM1763111	\$81.00

Parts Vendors

KEYSTONE PP
13681 SYDNEY RD.
WHITEHOUSE TX 75791
(866) 837-0051 (Work)
(903) 592-7455 (Work)

KEYSTONE-INS QUALITY PRT
13681 SYDNEY RD.
WHITEHOUSE TX 75791
(866) 837-0051 (Work)
(903) 592-7455 (Work)

Line	Part #	Total Price
27	GM1230430PP	\$1,371.00

Line	Part #	Total Price
24	GM2503405	\$844.00
37	GM1225311C	\$443.00
46	GM1241388	\$985.00
49	GM1240388	\$966.00

SAFELITE ALACRITY (A)
7400 SAFELITE WY. PRICING TYPE A
COLUMBUS OH 43235
(888) 800-4527 (Work)

Line	Part #	Total Price
65	DW02135GBY	\$630.24

Disclaimer: This estimate has been prepared based on the use of replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	48.9	\$75.00		\$25.00	\$3,692.50
Refinish Labor	34.2	\$75.00			\$2,565.00
Glass Labor	4.4	\$75.00			\$330.00
Frame Labor	10.0	\$95.00			\$950.00
Mechanical Labor	16.3	\$145.00	\$99.95		\$2,463.45
Total Labor	113.8		\$99.95		\$10,000.95
				Taxable	\$0.00
				Tax 0.0000%	\$0.00
				Non-Taxable	\$10,000.95
				Pre-Tax Discount 0.00%	\$0.00
				Labor Total	\$10,000.95
Parts		Amount			
Taxable Parts		\$0.00			\$0.00
				Parts Adjustments	\$0.00
				Tax 0.0000%	\$0.00
				Non-Taxable	\$13,178.08
				Pre-Tax Discount 0.00%	\$0.00
				Parts Total	\$13,178.08
Costs		Amount			
Paint Materials		\$1,771.00			\$1,771.00

Estimate Totals

Shop Materials	\$0.00	\$0.00
Other Additional Costs	\$33.00	\$33.00

Paint Materials:		Taxable	\$0.00
- Refinish Units: 32.2 units		Tax 0.0000%	\$0.00
- Rate: \$55.00		Non-Taxable	\$1,804.00
- Rate Max: 99.9 units		Pre-Tax Discount 0.00%	\$0.00
- Additional Rate: \$0.00		Costs Total	\$1,804.00

Gross Totals	Amount	
Gross Total	\$24,983.03	\$24,983.03

Taxable	\$0.00
Tax	\$0.00
Non-Taxable	\$24,983.03
Pre-Tax Discount 0.00%	\$0.00
Gross Total	\$24,983.03

Adjustments	Amount	
Deductible	-\$2,500.00	-\$2,500.00

Total Customer Responsibility **-\$2,500.00**

Net Estimate Total **\$22,483.03**

Less Original Net Total \$9,071.56

Net Supplement Amount \$13,411.47

S1: Clint Smith **\$13,411.47**

*****Notice*****

This is not an authorization for repair. All costs of repairs are the sole responsibility of the vehicle owner, who must authorize all repairs. Failure to deliver a copy of this appraisal to the repair shop by the vehicle owner may result in out of pocket expense to the vehicle owner. Providing a copy of this appraisal is not an acceptance of coverage or liability and all issues of coverage or liability are to be determined by the insurance carrier.

*****Notice*****

Deductibles may or may not be addressed or included in this appraisal. If applicable, the repairer should collect the deductible from the vehicle owner before releasing the repaired vehicle.

*****Notice*****

It is the repairer's responsibility to send notification of the supplement via our supplement link, fax or email including a statement whether the repairs have been halted on the vehicle. Alacrity Solutions will respond to your request within 24 hours. Please allow 48 hours to complete the supplement processing from the request date to ensure the vehicle is released.

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement

in prison.

Estimate Event Log

Job Created	2/7/2025 11:21 AM
Supplement 1 Started	3/6/2025 06:46 AM
Supplement 1 Printed	3/6/2025 07:28 AM
Supplement 1 Committed	3/6/2025 07:28 AM
Estimate Version	1
Estimate Retrieval ID	1004743225

Delta Report

Original Estimate & Supplement 1

Date & Time	Estimate ID	Supplement No.	Profile ID
3/6/2025 7:28:54 AM	5135020012	Supplement 1	South Central Profile

Smith County Brandi White | 2020 Chevrolet Suburban Fleet

Damage Assessed By	Supplemented By	Date of Loss
Clint Smith	Clint Smith	01/30/2025

Global Changes

No Deductible, Deductible Reduction Credit, Insurance Pre-Paid Amount, Part Adjustments, or Related Prior Damage changes were made.

Estimate Line Changes - Primary Estimate

Supp/	LABOR					PART		
Line #	Item Description	Operation	Type	Total Units	CEG	Type	Number	Price
Changed Entries								
	15	R Fender Outside	Refinish	Refinish	2.50	2.50		
S1	47	R Fender Outside	Refinish	Refinish	2.10	2.50		
	17	L Fender Panel	Remove/ Replace	Body	3.20	4.90	Aftermarket New	GM12403 88 \$966.00
S1	49	L Fender Panel	Remove/ Replace	Body	2.60	4.90	Aftermarket New	GM12403 88 \$966.00
	18	L Fender Outside	Refinish	Refinish	2.30	2.50		
S1	50	L Fender Outside	Refinish	Refinish	2.10	2.50		
	31	L Frt Upr Door Window Frame Moulding	Remove/ Install	Body	0.30	0.30	Existing	Existing \$0.00
S1	85	L Frt Upr Door Window Frame Moulding	Remove/ Install	Body	INC	0.30	Existing	Existing \$0.00
	32	L Frt Door Applique	Remove/ Install	Body	0.30	0.30		
S1	86	L Frt Door Applique	Remove/ Install	Body	INC	0.30		

Supp/	LABOR					PART		
Line #	Item Description	Operation	Type	Total Units	CEG	Type	Number	Price
	36 L Frt Otr Door Belt Moulding	Remove / Install	Body	0.90	0.90	Existing	Existing	\$0.00
S1	90 L Frt Otr Door Belt Moulding	Remove / Install	Body	INC	0.90	Existing	Existing	\$0.00
	38 L Frt Door Adhesive Nameplate	Remove / Replace	Body	0.20	0.20	New	15825694	\$97.22
S1	92 L Frt Door Adhesive Nameplate	Remove / Replace	Body	0.10	0.20	New	15825694	\$97.22
	42 L Frt Otr Door Handle	Remove / Install	Body	0.30	0.30	Existing	Existing	\$0.00
S1	96 L Frt Otr Door Handle	Remove / Install	Body	INC	0.30	Existing	Existing	\$0.00
	56 Paint/Materials	Add'l Cost						\$1,127.50
S1	126 Paint/Materials	Add'l Cost						\$1,771.00

Deleted Entries

S1	12 Hood Outside	Blend	Refinish	1.20	3.00	Existing	Existing	\$0.00
S1	28 R Frt Door Outside	Blend	Refinish	1.10	2.70	Existing	Existing	\$0.00
S1	29 L Frt Door Repair Panel	Repair	Body	3.0*	0.00	Existing	Existing	\$0.00
S1	30 L Frt Door Outside	Refinish	Refinish	2.30	2.70	Existing	Existing	\$0.00

Added Entries

S1	6 Frt Bumper Mldg Retainer	Remove / Replace	Body	INC	0.00	New	11562364	\$8.93*
S1	8 Frt Bumper License Plate Bracket	Remove / Install	Body	INC	0.20	Existing	Existing	\$0.00
S1	9 Frt Bumper Rivet 4 @ 10.75	Remove / Replace	Body	INC	0.00	New	11516807	\$43.00
S1	12 Frt Bumper Impact Bar	Remove / Replace	Body	0.30	0.30	Aftermarket New	GM10066 81C	\$454.00
S1	13 R Frt Otr Bumper Trim	Remove / Replace	Body	0.10	0.10	Aftermarket New	GM10471 05	\$30.00
S1	14 R Frt Fog Lamp	Remove / Install	Body	INC	0.30			
S1	15 L Frt Otr Bumper Trim	Remove / Replace	Body	0.10	0.10	Aftermarket New	GM10461 05	\$30.00
S1	16 L Frt Fog Lamp	Remove / Install	Body	INC	0.30			
S1	17 Frt Lwr Bumper Air Deflector	Remove / Replace	Body	0.40	0.40	Aftermarket New	GM10952 01	\$117.00

Supp/	LABOR					PART		
Line #	Item Description	Operation	Type	Total Units	CEG	Type	Number	Price
S1	18 R Frt Lwr Bumper Bracket	Remove / Replace	Body	INC	0.00	Aftermarket New	GM10421 34	\$19.00
S1	19 R Frt Otr Bumper Filler	Remove / Replace	Body	INC	0.20	New	22936500	\$49.97
S1	20 L Frt Bumper Brace	Remove / Replace	Body	INC	0.00	Aftermarket New	GM10662 02	\$22.00
S1	21 L Frt Bumper Guide	Remove / Replace	Body	INC	0.10	Aftermarket New	GM10421 48	\$24.00
S1	22 R Frt Bumper Fog Lamp Opening Cover	Remove / Replace	Body	INC	0.20	Aftermarket New	GM10391 88	\$37.00
S1	27 Hood Panel (Alum)	Remove / Replace	Body	1.20	1.20	Aftermarket New	GM12304 30PP	\$1,371.00
S1	28 Hood Outside	Refinish	Refinish	3.00	3.00			
S1	29 Add For Hood Underside	Refinish	Refinish	1.50	1.50			
S1	30 R Hood Hinge	Remove / Replace	Body	0.30	0.30	Aftermarket New	GM12361 63	\$91.00
S1	31 R Hinge	Refinish	Refinish	0.50	0.50			
S1	32 Hood Assy	Remove / Install	Body	INC	0.60			
S1	33 Ctr Cowl Top Grille	Remove / Install	Body	INC	0.60			
S1	34 L Hood Hinge	Remove / Replace	Body	0.30	0.30	Aftermarket New	GM12361 62	\$91.00
S1	35 L Hinge	Refinish	Refinish	0.50	0.50			
S1	36 Add W/radiator Shutter Assy	Remove / Replace	Body	0.70	0.70			
S1	37 Cooling Radiator Support	Remove / Replace	Body	4.90	4.90	Aftermarket New	GM12253 11C	\$443.00
S1	38 R Front Combination Lamp	Remove / Install	Body	INC	0.70			
S1	39 L Front Combination Lamp	Remove / Install	Body	INC	0.70			
S1	40 Add To R&R Mechanical Components -M	Remove / Replace	Mechanical	4.10	4.10			
S1	41 Evacuate & Recharge A/C -M	Remove / Replace	Mechanical	1.40	1.40			
S1	42 Ambient Temp Sensor	Remove / Replace	Body	INC	0.30	New	13583411	\$15.76

Supp/		LABOR					PART		
Line #	Item Description	Operation	Type	Total Units	CEG	Type	Number	Price	
S1	43 Cooling Radiator Shutter	Remove / Replace	Body	INC	0.70	Aftermarket New	GM12061 25	\$243.00	
S1	44 Grille Assy	Remove / Install	Body	INC	0.50				
S1	45 Cooling Radiator Seal	Remove / Replace	Body	0.00	0.00	Aftermarket New	GM12181 48	\$128.00	
S1	52 R Upr Fender Rear Bracket	Remove / Replace	Body	INC	0.20	New	23488050	\$58.87	
S1	53 R Rear Upr Bracket	Refinish	Refinish	0.30	0.30				
S1	54 L Upr Fender Rear Bracket	Remove / Replace	Body	INC	0.20	New	23488049	\$58.87	
S1	55 L Rear Upr Bracket	Refinish	Refinish	0.30	0.30				
S1	56 R Lwr Fender Rear Bracket	Remove / Replace	Body	0.20	0.20	New	22992039	\$61.50	
S1	57 R Rear Lwr Bracket	Refinish	Refinish	0.20	0.20				
S1	58 L Lwr Fender Rear Bracket	Remove / Replace	Body	0.20	0.20	New	22992039	\$61.50	
S1	59 L Rear Lwr Bracket	Refinish	Refinish	0.20	0.20				
S1	60 R Fender Support	Remove / Replace	Body	INC	0.20	New	23115310	\$42.72	
S1	61 R Fender Brace	Remove / Replace	Body	0.20	0.20	New	22814873	\$15.55	
S1	64 Frt Frame Assembly -F	Remove / Replace	Mechanical	8.50	8.50	OE Discount	22907410	\$1,517.43	
S1	67 R Windshield Post & Hinge Pillar	Refinish	Refinish	2.0*	1.00	Existing	Existing	\$0.00	
S1	68 Modified Refinish With Full Clear Coat								
S1	69 L Windshield Post & Hinge Pillar	Refinish	Refinish	2.0*	1.00	Existing	Existing	\$0.00	
S1	70 Modified Refinish With Full Clear Coat								
S1	71 R Door Opening Frame	Repair	Body	0.5*	0.00	Existing	Existing	\$0.00	
S1	72 L Door Opening Frame	Repair	Body	0.5*	0.00	Existing	Existing	\$0.00	
S1	77 R Frt Door Opening Weatherstrip	Remove / Install	Body	0.50	0.50	Existing	Existing	\$0.00	
S1	78 L Frt Door Opening Weatherstrip	Remove / Install	Body	0.50	0.50	Existing	Existing	\$0.00	

Supp/	LABOR					PART		
Line #	Item Description	Operation	Type	Total Units	CEG	Type	Number	Price
S1	79 R Rear Door Opening Weatherstrip	Remove / Install	Body	0.50	0.50	Existing	Existing	\$0.00
S1	80 L Rear Door Opening Weatherstrip	Remove / Install	Body	0.50	0.50	Existing	Existing	\$0.00
S1	81 L Frt Door Shell	Remove / Replace	Body	5.10	5.10	OE Discount	23331913	\$831.25
S1	82 L Frt Door Outside	Refinish	Refinish	2.30	2.70			
S1	83 L Frt Add For Jambs & Interior	Refinish	Refinish	1.00	1.00			
S1	84 L Frt Add To R&l/R&R Side Air Bag Sensor	Remove / Replace	Mechanical	0.30	0.30			
S1	97 L Frt Door Weatherstrip	Remove / Install	Body	INC	0.20	Existing	Existing	\$0.00
S1	98 L Frt Lwr Door Seal	Remove / Install	Body	INC	0.20	Existing	Existing	\$0.00
S1	106 L Rear Lwr Door Weatherstrip	Remove / Install	Body	0.10	0.10	Existing	Existing	\$0.00
S1	107 R Roof Joint Mldg	Remove / Replace	Body	0.20	0.20	New	84293175	\$75.45
S1	108 L Roof Joint Mldg	Remove / Replace	Body	0.20	0.20	New	84293174	\$75.45
S1	109 R Roof Luggage Rack	Remove / Install	Body	1.20	1.20	Existing	Existing	\$0.00
S1	110 L Roof Luggage Rack	Remove / Install	Body	1.20	1.20	Existing	Existing	\$0.00
S1	111 R Quarter Outer Panel	Repair	Body	8.0*	0.00	Existing	Existing	\$0.00
S1	112 R Quarter Panel Outside	Refinish	Refinish	3.10	3.30	Existing	Existing	\$0.00
S1	113 R Quarter Door Opening W/Strip	Remove / Install	Body	0.20	0.20	Existing	Existing	\$0.00
S1	114 R Quarter Pressure Release Vent	Remove / Replace	Body	0.10	0.10	OE Discount	22788177	\$74.77
S1	115 R Quarter Wheelhouse Liner	Remove / Replace	Body	INC	0.40	Aftermarket New	GM1763111	\$81.00
S1	116 R Quarter Glass	Remove / Install	Glass	2.40	2.40	Existing	Existing	\$0.00
S1	117 Qtr Glass Adhesive	Remove / Replace	Body	0.00	0.00	Aftermarket New	Aftermarket New	\$20.00*

Supp/		LABOR				PART		
Line #	Item Description	Operation	Type	Total Units	CEG	Type	Number	Price
S1	118 R Rear Combination Lamp	Remove / Install	Body	0.50	0.50	Existing	Existing	\$0.00
S1	125 L Rear Bumper Guide	Remove / Replace	Body	0.20	0.20	Aftermarket New	GM1142125	\$32.00
S1	128 Flex Additive	Add'l Cost						\$8.00*
S1	129 Coolant	Add'l Cost						\$20.00*
S1	132 Pre Repair Scan	Add'l Opr	Mechanical	1.0*	0.00			\$0.00
S1	133 Post Repair Scan	Add'l Opr	Mechanical	1.0*	0.00			\$0.00
S1	134 Frame/Rack Set Up	Add'l Opr	Frame	2.0*	0.00			\$0.00
S1	135 Pull For Sway	Add'l Opr	Frame	2.0*	0.00			\$0.00
S1	136 Pull For Mash	Add'l Opr	Frame	2.0*	0.00			\$0.00
S1	137 Pull For Twist	Add'l Opr	Frame	2.0*	0.00			\$0.00
S1	138 Pull For Sag	Add'l Opr	Frame	2.0*	0.00			\$0.00
S1	139 Alignment	Add'l Labor	Mechanical	0.0*	0.00	Sublet	Sublet	\$99.95*
S1	140 Mask For Overspray	Add'l Opr	Body	0.3*	0.00			\$10.00*
S1	141 Restore Corrosion Protection	Add'l Opr	Body	0.3*	0.00			\$15.00*
S1	142 Mask Jambs & Interior	Remove / Replace	Body	0.5*	0.00	Aftermarket New	Aftermarket New	\$10.00*
S1	143 De-Nib And Finesse	Add'l Opr	Refinish	2.0*	0.00			\$0.00
S1	144 D&R Battery	Add'l Labor	Body	0.3*	0.00	Existing	Existing	\$0.00*

Estimate Totals Changes

Estimate Type	Total Tax	Gross Total	Customer Responsibility	Net Estimate Total
Original Estimate	\$0	\$11,571.56	-\$2,500.00	\$9,071.56
Supplement 1	\$0	\$24,983.03	-\$2,500.00	\$22,483.03

Net Estimate Totals

Estimate Type	Net Amount
Supplement 1	\$13,411.47
Net Supplement	\$13,411.47
Original Estimate	\$9,071.56
Net Estimate Total	\$22,483.03

Estimate Type	Program Calc Version	Data Versions
Original Estimate	14	FEB_25_V
Supplement 1	9	FEB_25_V

Claim #: APD20252503-1

Estimate Gross Total: \$24,983.03

Estimate ID: 5135020012

Profile Name: 1 Alacrity_ Standard

Supplement #: 1

Profile Version: 6.0

Owner/Insured: Brandi White, Smith County

Estimating System: Mitchell

Estimate Commit Date: 03/06/2025

Estimate Compliance: Warning

Non-Compliance Items

Line #	Description	Actual	Guideline
NA	Vehicle Options missing	0	0

Estimator Comment(s):

Notes:

Estimate Compliance History:

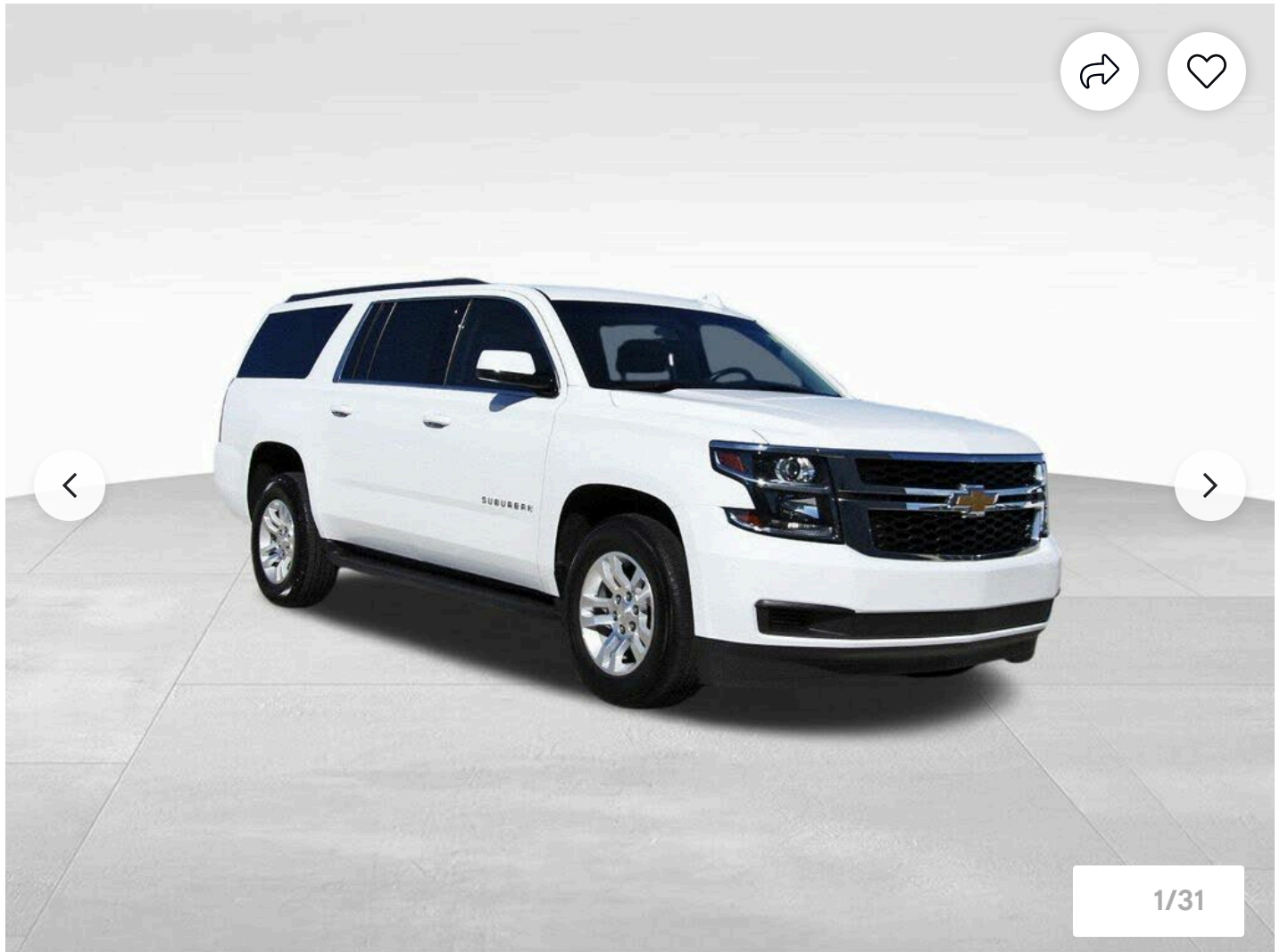
Revision 1: Warning

Line #	Description	Actual	Guideline
NA	Inspection Date Missing	0	0
NA	Vehicle Options missing	0	0

< All results

Result 2 of 3

Next >



2020 Chevrolet Suburban 1500 LS RWD

Houston, TX (177 mi away)



2020 Chevrolet Suburban

Houston, TX (177 mi away)

\$27,899

No Rating

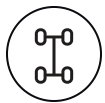
Request information

Check availability

See finance & trade-in options

Call (832) 735-8963 Chat

Features



Drivetrain
4X2



Exterior color
Summit White



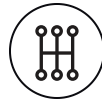
Interior color
Jet Black



Engine
355 hp 5.3L V8



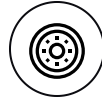
Fuel type
Gasoline



Transmission
6-Speed Automatic Overdrive



Bluetooth



Alloy wheels

Overview

Make: Chevrolet

Model: Suburban

Year: 2020

Trim: 1500 LS RWD

Body type: SUV / Crossover



2020 Chevrolet Suburban
Houston, TX (177 mi away)

\$27,899
No Rating

VIN: 1GN5CGKC9LR296658

Stock number: R24967A

Fuel economy

Fuel tank size: 31 gal

Fuel type: Gasoline

Performance

Transmission: 6-Speed Automatic Overdrive

Drivetrain: 4X2

Engine: 355 hp 5.3L V8

Horsepower: 355 hp

Safety

ABS Brakes

Backup Camera

Curtain Airbags

Driver Airbag

Front Side Airbags

Parking Sensors

Passenger Airbag

Measurements

Doors: 4 doors

Front legroom: 45 in

Back learoom: 39 in



2020 Chevrolet Suburban

Houston, TX (177 mi away)

\$27,899

No Rating

Options

Alloy Wheels

Android Auto

Bluetooth

CarPlay

Preferred Package

Premium Package

Premium Smooth Ride Suspension Package

Remote Start

Suspension Package

Third Row Seating

Ready to buy? Here's how it works.

1. Build your deal | [Start now](#)

Find financing options, value your trade-in, and choose service and protection plans.

2. Choose pick up time

Schedule a time to get your new car at the dealership.

3. Finalize your sale

Head to the dealership to finish up your sale.

History¹

✔ Clean title

No issues reported.

✔ 0 accidents reported

No accidents or damage reported.

⚠ 2 previous owners

Vehicle has 2 previous owners.



2020 Chevrolet Suburban

Houston, TX (177 mi away)

\$27,899

No Rating

\$27,899

No Rating

We compared this car with similar 2020 Chevrolet Suburban based on price, mileage, features, condition, dealer reputation, and other factors.

Contact the dealer for pricing details. Due to [Texas Department of Motor Vehicle](#) regulations CarGurus is unable to show the exact IMV or price history for this car



Selling slowly

On the market longer than average. There may be flexibility on price.



97 days at this dealership

97 days on CarGurus · 2 saves

Estimate financing

Your estimated payment* is

\$547 /mo est ⓘ

9.84% Dealer APR

Down payment (0%)

\$0

Credit score

Rebuilding <640	Fair 641-699	Good 700-749	Excellent 750-850
--------------------	-----------------	-----------------	----------------------

Loan term



2020 Chevrolet Suburban

Houston, TX (177 mi away)

\$27,899

No Rating

Sound good? Start your purchase to complete paperwork online before heading to the dealership.

Start purchase

View financing options

*Estimated payments are for informational purposes only, and do not represent a financing offer or guarantee of credit from the seller.

Dealer



Central Houston Cadillac

Closed • Opens today at 9:00 AM ▼

[\(832\) 735-8963](tel:(832)735-8963)

[2621 South Loop West, Houston, TX 77054](#) ↗

[View inventory](#)

[Dealer website](#) ↗



Dealer reviews

★ **2.9** (16 reviews)

Dealer's description

Central Houston Cadillac is proud to present you with another True Market Priced Pre-Owned Vehicle. This 2020 Chevrolet Suburban LS is loaded with the following Factory Options: License Plate Front Mounting Package, Preferred Equipment Group 1LS (12-Volt Auxiliary Power Outlet (5), 1st & 2nd Row Color-Keyed Carpeted Floor Mats, 2nd Row 60/40 Split-

Show full description

Dealer's disclaimer

Exclusive to CarGurus Shoppers. Free 3 Year Scheduled Maintenance



2020 Chevrolet Suburban

Houston, TX (177 mi away)

\$27,899

No Rating

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Recommended from this dealer



2024 Cadillac Escalade ESV...
\$102,110
Mileage 3



2024 Cadillac XT5 Sport AWD
\$55,515



2024 Cadillac XT4 Premium...
\$42,165
Mileage 3

[View all cars at this dealership](#)

1 Vehicle history data provided by Experian AutoCheck on Feb 10, 2025. This data, and any reliance on it is subject to the [AutoCheck Terms and Conditions](#) and the [CarGurus Terms of Use](#).

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2020 Chevrolet Suburban
Houston, TX (177 mi away)

\$27,899
No Rating

Company

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Certified Pre-Owned 360° view 1/51



2020 Chevrolet Suburban 1500 LS RWD

Fort Pierce, FL (962 mi away)



2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi away)

\$27,241

Good Deal

\$2,485 Below market

Request information

Check availability

See finance & trade-in options

Call (772) 291-9892 Chat

Pre-qualify for financing with no impact to your credit score.



Wes



Features

Mileage
72,802

Drivetrain
4X2

Exterior color
Summit White

Interior color
Jet Black

Engine
355 hp 5.3L V8

Fuel type
Gasoline

Transmission
6-Speed Automatic Overdrive

Bluetooth

Overview

Make: Chevrolet



2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi away)

\$27,241

Good Deal

\$2,485 Below market

Body type: SUV / Crossover**Exterior color:** Summit White**Interior color:** Jet Black**Mileage:** 72,802 mi**Certified:**  Ford Blue Advantage
Blue Certified**Condition:** Certified Pre-Owned**VIN:** 1GN5CGKC1LR288330**Stock number:** S4PA86783A

Fuel economy

Fuel tank size: 31 gal**Fuel type:** Gasoline

Performance

Transmission: 6-Speed Automatic Overdrive**Drivetrain:** 4X2**Engine:** 355 hp 5.3L V8**Horsepower:** 355 hp

Safety

ABS Brakes

Backup Camera

Curtain Airbags

Driver Airbag

Front Side Airbags



2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi
away)**\$27,241****Good Deal**

\$2,485 Below market

Measurements

Doors: 4 doors

Front legroom: 45 in

Back legroom: 39 in

Cargo volume: 39 cu ft

Options

Alloy Wheels

Android Auto

Bluetooth

CarPlay

Premium Smooth Ride Suspension Package

Remote Start

Suspension Package

Third Row Seating

Ready to buy? Here's how it works.

1. Build your deal | [Start now](#)

Find financing options, value your trade-in, and choose service and protection plans.

2. Choose pick up time

Schedule a time to get your new car at the dealership.

3. Finalize your sale

Head to the dealership to finish up your sale.

History¹

✔ Clean title



2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi away)

\$27,241

Good Deal

\$2,485 Below market

 **1 previous owner**

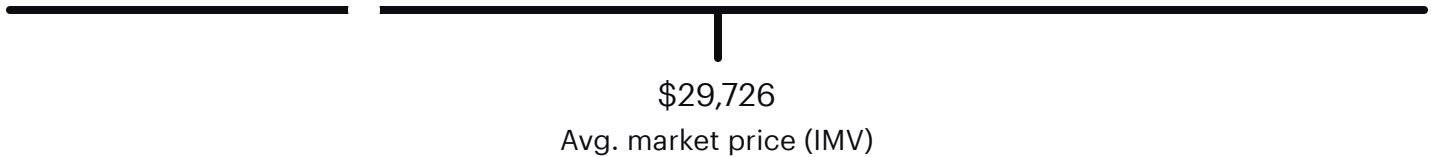
Vehicle has one previous owner.

[Save 20% on the full AutoCheck vehicle history report !\[\]\(6605b201d6f14d9b3bcb8ab5f274d107_img.jpg\)](#)

Pricing

\$27,241

Good Deal



This car is **\$2,485 below market price**. We compared this car with similar 2020 Chevrolet Suburban based on price, mileage, features, condition, dealer reputation, and other factors.



Price decreased

Price went down by \$1,227.



36 days at this dealership

36 days on CarGurus · 4 saves

Show price history 

Estimate financing

Your estimated payment* is

\$534 /mo est 

9.84% Dealer APR



2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi away)

\$27,241

Good Deal

\$2,485 Below market

\$0

Credit score

Rebuilding <640	Fair 641-699	Good 700-749	Excellent 750-850
--------------------	-----------------	-----------------	----------------------

Loan term

48 mo	60 mo	72 mo
-------	-------	-------

Sound good? Start your purchase to complete paperwork online before heading to the dealership.

Start purchase

View financing options

*Estimated payments are for informational purposes only, and do not represent a financing offer or guarantee of credit from the seller.

Dealer



Sunrise Volkswagen of Fort Pierce

Closed • Opens today at 9:00 AM ▼

[\(772\) 291-9892](tel:(772)291-9892)

[5359 S Us Highway 1, Fort Pierce, FL 34982](#) ↗

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Dealer reviews

★ 3.4 (22 reviews)



2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi away)

\$27,241

Good Deal

\$2,485 Below market

Odometer is 9497 miles below market average! 12-Volt Auxiliary Power Outlet (5), 1st & 2nd Row Color-Keyed Carpeted Floor Mats, 2nd Row 60/40 Split-Folding Manual Bench, 3rd Row

Show full description

Show all reviews

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Recommended from this dealer



2016 Chevrolet Suburban 150...
\$21,497

Good Deal

Mileage 119,138



2022 Toyota Camry SE FWD
\$19,922

Good Deal

Mileage 61,765



2022 Toyota Camry LE FWD
\$19,142

Great Deal

Mileage 36,344



2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi away)

\$27,241

Good Deal

\$2,485 Below market



2023 Ford Escape ST-Line...

\$35,997

Mileage 6,128



2024 Ford Edge SE AWD

\$27,890

Mileage 3,335



2024 Ford Edge SE AWD

\$27,987

Mileage 4,215



2024 Ford Edge SEL AWD

\$31,938

Mileage 11

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2020 Chevrolet Suburban

Mileage: 72,802 · Fort Pierce, FL (962 mi away)

\$27,241

Good Deal

\$2,485 Below market

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2020 Chevrolet Suburban 1500 Fleet 4WD

Urbandale, IA (657 mi away)



2020 Chevrolet Suburban

Mileage: 169,634 · Urbandale, IA (657 mi away)



\$21,995

High Priced

\$2,385 Above market

Request information

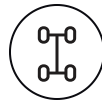
Check availability

 **Call (515) 414-7550**  **Chat**

Features



Mileage
169,634



Drivetrain
Four-Wheel Drive



Exterior color
Blue



Interior color
Black



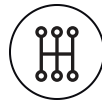
MPG
13 MPG



Engine
355 hp 5.3L V8 Flex Fuel Vehicle



Fuel type
Flex Fuel Vehicle



Transmission
Automatic

Overview

Make: Chevrolet

Model: Suburban

Year: 2020

Trim: 1500 Fleet 4WD

Body type: SUV / Crossover

Exterior color: Blue

Interior color: Black



2020 Chevrolet Suburban

Mileage: 169,634 · Urbandale, IA (657 mi away)

\$21,995

High Priced

\$2,385 Above market

Stock number: W32274L

Fuel economy

Fuel tank size: 31 gal

Combined gas mileage: 12 MPG

City gas mileage: 11 MPG

Highway gas mileage: 15 MPG

Fuel type: Flex Fuel Vehicle

Performance

Transmission: Automatic

Drivetrain: Four-Wheel Drive

Engine: 355 hp 5.3L V8 Flex Fuel Vehicle

Horsepower: 355 hp

Safety

ABS Brakes

Backup Camera

Curtain Airbags

Driver Airbag

Front Side Airbags

Passenger Airbag

Measurements

Doors: 4 doors

Front legroom: 45 in



2020 Chevrolet Suburban

Mileage: 169,634 · Urbandale, IA (657 mi away)

\$21,995

High Priced

\$2,385 Above market

Options

Bluetooth

Steel Wheels

Third Row Seating

History¹

 **Clean title**

No issues reported.

 **0 accidents reported**

No accidents or damage reported.

 **1 previous owner**

Vehicle has one previous owner.

[Save 20% on the full AutoCheck vehicle history report](#) 

Pricing

\$21,995

High Priced

\$19,610

Avg. market price (IMV)

This car is **\$2,385 above market price**. We compared this car with similar 2020 Chevrolet Suburban based on price, mileage, features, condition, dealer reputation, and other factors.



Selling slowly

On the market longer than average. There may be flexibility on price.



No price changes



2020 Chevrolet Suburban

Mileage: 169,634 · Urbandale, IA (657 mi away)

\$21,995

High Priced

\$2,385 Above market

Estimate payment

Your estimated payment* is

\$446 /mo est ⓘ

APR of 11.09%

Down payment (0%)

\$0

Credit score

Rebuilding <640	Fair 641-699	Good 700-749	Excellent 750-850
--------------------	-----------------	-----------------	----------------------

Loan term

36 mo	48 mo	60 mo	72 mo
-------	-------	-------	-------

*Estimated payments are for informational purposes only, and do not represent a financing offer or guarantee of credit from the seller.

Dealer



Tom's Auto Sales West

Closed • Opens today at 9:00 AM ▼

[\(515\) 414-7550](tel:(515)414-7550)

[4900 Merle Hay Rd, Urbandale, IA 50322](#) ↗

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2020 Chevrolet Suburban

Mileage: 169,634 · Urbandale, IA (657 mi away)

\$21,995

High Priced

\$2,385 Above market

Dealer reviews

 **4.4** (9 reviews)

Dealer's description

2020 Chevrolet Suburban Blue Exterior with Power Windows and Locks Cruise Control Tow Package 3rd Row Seating Revers Camera CD Player Bluetooth AM/FM Radio Fresh Detail and Ready to GO!

Additional Information

Show full description

Show all reviews

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Recommended from this dealer



2018 Chevrolet Suburban 150...

\$19,995

Fair Deal



2018 GMC Yukon SLT 4WD

\$24,500

Good Deal



2019 Toyota Camry LE FWD

\$15,995

Great Deal



2020 Chevrolet Suburban

Mileage: 169,634 · Urbandale, IA (657 mi away)

\$21,995

High Priced

\$2,385 Above market



2018 Toyota Camry XSE
\$17,995

Good Deal
Mileage 110,232



2019 Honda Civic EX FWD
\$19,500

Good Deal
Mileage 54,225



2014 Jeep Wrangler...
\$18,995

Good Deal
Mileage 85,262



2013 Jeep Wrangler Spor...
\$15,500

Good Deal
Mileage 82,122

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1 Vehicle history data provided by Experian AutoCheck on Dec 31, 2024. This data, and any reliance on it is subject to the [AutoCheck Terms and Conditions](#) and the [CarGurus Terms of Use](#).

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2020 Chevrolet Suburban
Mileage: 169,634 · Urbandale, IA (657 mi away)

\$21,995
High Priced
\$2,385 Above market

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J.D. POWER

2020 Chevrolet Suburban 1500

Utility 4D Fleet 2WD Values

Pricing & Values

Prices shown for the used 2020 Chevrolet Suburban Utility 4D Fleet 2WD with 96,393 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer.

[Edit options.](#)

Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer Buy Certified from Dealer 

Average Price Paid

\$26,610



80% of People Paid

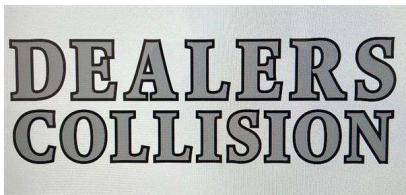
\$25,244 - \$28,146

Estimated Trade-In Value

Prices shown are what people received from a dealer for their trade-in vehicle by condition.
[See definitions.](#)

Base Price	\$20,000
Mileage and Options	-\$2,325
Low ⓘ	\$17,675
Base Price	\$21,750
Mileage and Options	-\$2,325
Average ⓘ	\$19,425
Base Price	\$23,000
Mileage and Options	-\$2,325
High ⓘ	\$20,675

The values are not for commercial use.
Looking for values for your business? [J.D. Power Valuation Services](#) can help.



Dealers Collision

Workfile ID:

bc4797b5

12618 HWY 155, Tyler, TX 75703

Phone: (903) 617-5398

Preliminary Estimate

Customer: SMITH COUNTY, SMITH COUNTY

Job Number:

Written By: James Burk

Insured: SMITH COUNTY, SMITH COUNTY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:
SMITH COUNTY, SMITH COUNTY

Inspection Location:
Dealers Collision
12618 HWY 155
Tyler, TX 75703
Repair Facility
(903) 617-5398 Business

Insurance Company:
UNK

VEHICLE

2020 CHEV Suburban Commercial 1500 (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHT

VIN: 1GNSCKECLR229792

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color: WHT

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio

FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device

Positraction

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Estimate

Customer: SMITH COUNTY, SMITH COUNTY

Job Number:

2020 CHEV Suburban Commercial 1500 (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHT

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	ESTIMATE WRITTEN OFF VISUAL INSPECTION ONLY.....		1	0.00	0.0	0.0
2	FRONT BUMPER						
3		O/H front bumper		0	0.00	2.7	0.0
4	Repl	Bumper cover w/off road pkg	84408070	1	870.78	Incl.	2.8
5		Add for Clear Coat		0	0.00	0.0	1.1
6		Add for fog lamps		0	0.00	0.3	0.0
7		Add for park sensor		0	0.00	0.4	0.0
8	Repl	RT Bumper cover bracket	22936479	1	24.42	Incl.	0.0
9	Repl	RT Bumper cover brace	22829664	1	26.82	Incl.	0.0
10	Repl	LT Bumper cover brace	22829663	1	26.82	Incl.	0.0
11	Repl	RT Bumper cover guide	22806323	1	30.88	Incl.	0.0
12	Repl	LT Bumper cover guide	22806322	1	30.88	Incl.	0.0
13	Repl	RT Blank cover fog lamp	22936498	1	50.13	Incl.	0.0
14	Repl	RT Filler panel w/o off road pkg	22936500	1	49.97	Incl.	0.0
15	Repl	RT Filler panel w/off road pkg	23258843	1	79.90	Incl.	0.0
16	Repl	Lower molding w/o adaptive cruise w/o tow hook	22936495	1	146.32	Incl.	0.0
17	Repl	Lower molding retainer	11562364	1	8.93	0.0	0.0
18	Repl	RT Outer molding black w/o RST pkg	22936487	1	35.78	Incl.	0.0
19	Repl	LT Outer molding black w/o RST pkg	22936486	1	35.78	Incl.	0.0
20	Repl	Air deflector	22936501	1	198.68	Incl.	0.0
21	Repl	Valance panel	22992270	1	768.37	Incl.	0.0
22	Repl	Impact bar	23195058	1	575.98	0.3	0.0
23	Repl	License bracket rivet	11516807	4	43.00	0.0	0.0
24	GRILLE						
25	Repl	Grille assy w/chrome w/o off road pkg	84724082	1	947.32	Incl.	0.0
26	FRONT LAMPS						
27	Repl	RT Headlamp assy w/o HID lamps w/o RST pkg	87842735	1	1,323.72	Incl.	0.0
28		Aim headlamps		0	0.00	0.5	0.0
29	RADIATOR SUPPORT						
30	Repl	Radiator support	85545442	1	559.80	7.4	0.0
31		Evacuate & recharge		0	0.00	1.4 M	0.0
32		Add for trans cooler		0	0.00	0.3 M	0.0
33	Repl	Temp sensor	13583411	1	15.76	0.1 M	0.0
34	Repl	Shutter	84378163	1	324.75	0.7	0.0
35	COOLING						
36	Repl	Seal	84241506	1	186.92	0.0	0.0
37	HOOD						
38	Repl	Hood	84348410	1	1,602.65	1.1	3.3

Preliminary Estimate

Customer: SMITH COUNTY, SMITH COUNTY

Job Number:

2020 CHEV Suburban Commercial 1500 (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHT

39		Add for Clear Coat		0	0.00	0.0	1.3
40		Add for Underside(Complete)		0	0.00	0.0	1.6
41	Repl	RT Hinge assy	22914277	1	132.53	Incl.	0.3
42		Add for Clear Coat		0	0.00	0.0	0.1
43	Repl	LT Hinge assy	22914276	1	132.53	Incl.	0.3
44		Add for Clear Coat		0	0.00	0.0	0.1
45	FENDER						
46	Repl	RT Fender Suburban	84602084	1	1,315.00	2.4	2.2
47		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
48		Add for Clear Coat		0	0.00	0.0	0.4
49		Add for Edging		0	0.00	0.0	0.5
50		Add for Inside		0	0.00	0.0	1.0
51	Repl	LT Fender Suburban	84602083	1	1,315.00	2.6	2.2
52		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
53		Add for Clear Coat		0	0.00	0.0	0.4
54		Add for dual battery		0	0.00	0.3	0.0
55		Add for Edging		0	0.00	0.0	0.5
56		Add for Inside		0	0.00	0.0	1.0
57	Repl	RT Fender upper bracket	23488050	1	58.87	0.1	0.0
58	Repl	LT Fender upper bracket	23488049	1	58.87	0.1	0.0
59	Repl	RT Fender lower bracket	22992039	1	61.50	0.0	0.0
60	Repl	LT Fender lower bracket	22992039	1	61.50	0.0	0.0
61	Repl	RT Fender reinforcement	22814873	1	15.55	0.1	0.0
62	Repl	RT Fender brace	23115310	1	42.72	Incl.	0.0
63	Repl	RT Fender liner suburban w/o off road pkg	22806317	1	136.85	Incl.	0.0
64	Repl	LT Fender liner suburban w/o off road pkg	22806316	1	136.85	Incl.	0.0
65	FRAME						
66	Repl	Front section	22907410	1	2,731.82	6.0	0.0
67	WINDSHIELD						
68	Repl	Windshield GM, w/o heads up display w/o lane keeper	84352101	1	656.08	3.5	0.0
69	ROOF						
70	Repl	RT Roof trim	84293175	1	75.45	0.3	0.0
71	Repl	LT Roof trim	84293174	1	75.45	0.3	0.0
72	R&I	RT Side rail Suburban w/o painted, w/o Premier		0	0.00	0.4	0.0
73	R&I	LT Side rail Suburban w/o painted, w/o Premier		0	0.00	0.4	0.0
74	PILLARS, ROCKER & FLOOR						
75	*	Rpr	LT Uniside assy	0	0.00 s	<u>0.5</u>	<u>2.0</u>
76			Overlap Major Adj. Panel	0	0.00	0.0	-0.4
77	*		Add for Clear Coat	0	0.00	0.0	0.3
78	*	Rpr	RT Uniside assy	0	0.00 s	<u>0.5</u>	<u>2.0</u>
79			Overlap Major Non-Adj. Panel	0	0.00	0.0	-0.2

Preliminary Estimate

Customer: SMITH COUNTY, SMITH COUNTY

Job Number:

2020 CHEV Suburban Commercial 1500 (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHT

80	*		Add for Clear Coat		0	0.00	0.0	0.4
81		R&I	RT Running board w/o gloss black		0	0.00	1.0	0.0
82		R&I	LT Running board w/o gloss black		0	0.00	1.0	0.0
83	FRONT DOOR							
84		Repl	LT Door shell Suburban	84348726	1	1,495.00	5.4	3.1
85			Overlap Major Adj. Panel		0	0.00	0.0	-0.4
86	*		Add for Clear Coat		0	0.00	0.0	0.5
87	*	Blnd	RT Outer panel Suburban		0	0.00	0.0	<u>1.1</u>
88		R&I	RT Front w'strip		0	0.00	0.2	0.0
89		R&I	RT Lower w'strip Suburban & Yukon XL		0	0.00	0.2	0.0
90		R&I	RT Surround w'strip		0	0.00	0.6	0.0
91		R&I	LT Surround w'strip		0	0.00	Incl.	0.0
92		R&I	LT W'strip on body		0	0.00	0.3	0.0
93		R&I	RT W'strip on body		0	0.00	0.3	0.0
94		R&I	RT Belt molding black		0	0.00	0.3	0.0
95		R&I	LT Belt molding black		0	0.00	Incl.	0.0
96		Repl	LT Nameplate "SUBURBAN" w/o black	15825694	1	97.22	0.2	0.0
97		Repl	RT Nameplate "SUBURBAN" w/black	84214130	1	61.65	0.2	0.0
98		R&I	RT Mirror assy w/o power fold		0	0.00	0.4	0.0
99		R&I	LT Mirror assy w/o power fold		0	0.00	Incl.	0.0
100		R&I	RT Handle, outside w/o passive entry, paint to match		0	0.00	0.4	0.0
101		R&I	LT Handle, outside w/o passive entry, paint to match		0	0.00	Incl.	0.0
102		R&I	RT R&I trim panel		0	0.00	0.4	0.0
103		R&I	LT R&I trim panel		0	0.00	Incl.	0.0
104	REAR DOOR							
105	*	Blnd	LT Outer panel Suburban		0	0.00	0.0	<u>1.1</u>
106		R&I	LT Lower seal Suburban & Yukon XL		0	0.00	0.1	0.0
107		R&I	LT W'strip on body		0	0.00	0.3	0.0
108		R&I	LT Belt w'strip chrome		0	0.00	0.3	0.0
109		R&I	LT Handle, outside w/o extd range remote paint to matc		0	0.00	0.4	0.0
110		R&I	LT R&I trim panel		0	0.00	0.4	0.0
111	QUARTER PANEL							
112	*	Rpr	RT Quarter panel		0	0.00	<u>8.0</u>	3.1
113			Overlap Major Adj. Panel		0	0.00	0.0	-0.4
114	*		Add for Clear Coat		0	0.00	0.0	0.5
115		R&I	RT Wheelhouse liner Suburban		0	0.00	0.3	0.0
116		R&I	RT Qtr glass w/o privacy tint		0	0.00	2.0	0.0
117		Repl	RT Qtr outlet vent	22788177	1	78.70	0.1	0.0
118		Repl	RT Wheelhouse liner Suburban	22806444	1	129.60	0.3	0.0

Preliminary Estimate

Customer: SMITH COUNTY, SMITH COUNTY

Job Number:

2020 CHEV Suburban Commercial 1500 (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHT

119	REAR LAMPS							
120	R&I	RT Combo lamp assy		0	0.00		0.3	0.0
121	REAR BUMPER							
122		O/H rear bumper		0	0.00		2.4	0.0
123	Repl	Bumper cover	84560927	1	911.17		Incl.	3.2
124		Add for Clear Coat		0	0.00		0.0	1.3
125	Repl	Step pad w/o chrome molding	84277155	1	181.68		Incl.	0.0
126	Repl	RT Side bracket	22806432	1	40.97		0.1	0.0
127	Repl	LT Side bracket	22806431	1	40.97		0.1	0.0
128	VEHICLE DIAGNOSTICS							
129	*	Rpr	Pre-repair scan	0	0.00	m	<u>1.0</u> M	0.0
130	*	Rpr	Post-repair scan	0	0.00	m	<u>1.0</u> M	0.0
131	#	Repl	GLASS KIT	1	50.00		0.0	0.0
132	#	Subl	4 Wheel Alignment	1	99.95	X	0.0	0.0
133	#	Repl	Corrosion Protection	1	12.00	T	0.3	0.0
134	#	Repl	Coolant (Dexcool)	1	20.00	T	0.0	0.0
135	#	Refn	Cover car for overspray	0	0.00		0.0	0.3
136	#	Refn	De-nib and polish	0	0.00		0.0	3.0
137	#	Rpr	Disconnect battery terminals	0	0.00		0.2	0.0
138	#	Repl	Flex Additive	1	6.00	T	0.0	0.0
139	#		HAZARDOUS WASTE	1	3.00		0.0	0.0
140	#	Refn	Mask jambs,opening,entry	0	0.00		0.0	0.5
141	#	Rpr	Set up & pull frame / unibody	0	0.00		2.0 F	0.0
142	#	Rpr	PULL FRAME	0	0.00		8.0	0.0
SUBTOTALS					18,198.84		71.2	39.7

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			18,060.89
Body Labor	65.4 hrs @	\$ 75.00 /hr	4,905.00
Paint Labor	39.7 hrs @	\$ 75.00 /hr	2,977.50
Mechanical Labor	3.8 hrs @	\$ 195.00 /hr	741.00
Frame Labor	2.0 hrs @	\$ 95.00 /hr	190.00
Paint Supplies	39.7 hrs @	\$ 55.00 /hr	2,183.50
Miscellaneous			137.95
Subtotal			29,195.84
Grand Total			29,195.84

MyPriceLink Estimate ID / Quote ID:

1324449765919825920 / 143579120

Preliminary Estimate

Customer: SMITH COUNTY, SMITH COUNTY

Job Number:

2020 CHEV Suburban Commercial 1500 (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHT

THIS IS JUST AN ESTIMATE OF REPAIR COST. ADDITIONAL CHARGES MAY BE NECESSARY AFTER WORK HAS BEGUN AND HIDDEN DAMAGE IS FOUND.

PROMISED DELIVERY DATE MAY CHANGE BECAUSE OF AVAILABILITY OF PARTS OR WAIT TIME FOR ANY INSURANCE REINSPECTION. CUSTOMER WILL BE NOTIFIED OF ANY DELAYS AS SOON AS POSSIBLE.

Signed _____

Date _____

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GA15, CCC Data Date 02/17/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Bld=Blend. BOR=Boron steel.

CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber.

D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part.

O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet.

UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Preliminary Estimate

Customer: SMITH COUNTY, SMITH COUNTY

Job Number:

2020 CHEV Suburban Commercial 1500 (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHT

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

2

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/12/2025	Submitted by: Jennafer Bell
Meeting Date: 3/18/2025	Department: Comm Crt/ Historical Commission
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Amend Order - Historical Commission	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to amend the order to increase the Smith County Historical Commission size from seven members to nine members and authorize the county judge to sign all related documentation.	
Background: See attached.	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

3

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/12/2025	Submitted by: Jennafer Bell
Meeting Date: 3/18/2025	Department: Comm Cr/ Historical Commission
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Historical Commission Appt two members	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to name and appoint two members to serve from the time of appointment through January 31, 2027, on the Smith County Historical Commission, and authorize the county judge to sign all related documentation.	
Background: See attached.	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

From: Conor Herterich [REDACTED]
Sent: Wednesday, March 12, 2025 3:02 PM
To: Judge Neal Franklin <NFranklin@smith-county.com>
Cc: Rachel McCord <RMcCord@smith-county.com>; Todd McMakin [REDACTED]
Subject: Smith County Historic Commission -New Business

***** This is an email from an EXTERNAL source. DO NOT click or open links, or open attachments without positive sender verification. NEVER enter USERNAME, PASSWORD or any other sensitive information on linked pages from this email. *****

Good afternoon Judge,

After our second meeting yesterday, I wanted to provide an update and present some requests for the Commissioner Court's consideration.

Update:

We are off to a fast start. We have established our regular meeting schedule which is the 2nd Tuesdays of each month @1pm. We have organized five committees and appointed chairs. We are still making revisions to the by-laws but should have those buttoned up and ready for County review/approval by April 8th. We will be making contact with local governments in Smith County and have planned to speak at Tyler, Whitehouse, Lindale, Bullard, and Chapel Hill City Council meetings. We are fortunate to have Todd who created the Smith County Historic Sites and Structures Inventory which includes historic buildings, sites, and cemeteries in the county, a map, and a Google Earth KMZ file. We would love for this to live on the County website.

Business Requests:

1. **Appointment of two new members to the historical Commission.** Both have expressed their desire to serve and would be excellent additions. We are trying to grow our number to help share the burden of administering our programs/objectives.
 1. Kevin McCall (lives near Bullard in Precinct 1). [REDACTED]
 2. Vickie Betts (near Lindale in Precinct 3) [REDACTED]
2. **Approval to donate the physical copies of all Smith County historic marker**

4

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/12/2025	Submitted by: T. Wilson
Meeting Date: 03/18/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Receive Order Appointing Smith County Auditor	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive an Order of Appointment of the Smith County Auditor and setting a base salary pursuant to the Smith County District Judges' Order, dated March 12, 2025 in accordance with Chapter 84.003 of the Texas Local Government Code.	
Background: On March 12, 2025 The District Judges of Smith County approved an Order Appointing Karin Smith as Smith County Auditor, effective April 14, 2025 for a two year term. This order also sets a base salary of \$162,642. This Order and appointment is required to be submitted to the Commissioners Court, and included in the minutes of the Commissioners Court. Pursuant to Chapter 84.003(b) of the Texas Local Government Code the Commissioners Court "shall record in its minutes the judges' action and an order directing the payment of the auditor's salary."	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

STATE OF TEXAS

COUNTY OF SMITH



FILED
PENNY CLARKSTON, DISTRICT CLERK
SMITH COUNTY, TEXAS

MAR 12 2025

Time 10:41 a.m.
BY [Signature] DEPUTY

**ORDER APPOINTING COUNTY AUDITOR
OF
SMITH COUNTY, TEXAS, AND SETTING SALARY**

WHEREUPON the retirement of Ann W. Wilson as County Auditor of Smith County will be effective April 13, 2025 and whereby it is necessary under law that the office of County Auditor be filled without interruption.

NOW THEREFORE, the District Judges of Smith County do hereby appoint Karin Smith as County Auditor of Smith County, Texas, for a term of two years beginning April 14, 2025 and direct that she enter into bond as such and in the amount and terms as required by law, and qualify as such County Auditor as prescribed by law.

IN ACCORDANCE with Section 84.002 of the Local Government Code, we the undersigned State District Judges of Smith County, Texas, do hereby fix a base salary of One Hundred Sixty Two Thousand Six Hundred Forty Two and 00/100 (\$162,642) effective April 14, 2025 to be paid to the said Karin Smith.

This order shall be filed and entered on the Civil Minutes of the 321st District Court of Smith County, Texas, and a certified copy furnished to the Commissioners Court of Smith County, Texas.

Witness our hands at Tyler, Texas this 11th day of March, 2025.

[Signature]
Kerry Russell - 7th District Court

[Signature]
Austin R. Jackson - 114th District Court

absent
Debby Gunter - 241st District Court

[Signature]
Robert Wilson - 321st District Court

[Signature]
Taylor Heaton - 475th District Court

5

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Amber Greene
Court Date: 03-18-2025	Department: Animal Control
Description of Previous Court Action Taken: (Including date of actions) Order Appointing the Smith County Animal Shelter Advisory Committee	
Item Requested is: <input checked="" type="radio"/> For Action/ Consideration <input type="radio"/> Discussion/Report	
Item: (Brief statement as you wish the item to appear on the agenda) Need to appoint new Advisory Committee Members	
Background: (Details of Request) Appoint individuals on attachment for a term of two years commencing May 1, 2025 and ending April 30, 2027. The committee shall consist of the following individuals:	
Financial and Operational Impact	
	N/A
Attachments: Yes _____ No _____	Is a Budget Amendment Necessary? N/A
Reviewed By:	Reviewer's Signature and Date Reviewed:
County Auditor	
Legal Department	
Purchasing Director	
Chief Technical Officer	
Other Relevant Reviewers(s):	

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. Forms should be returned to the Office of the County Judge (200 E Ferguson St, Tyler, Texas, 75702) for inclusion on the agenda. **Items may not be included if submitted after deadline: Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting and if you have not proactively vetted your item with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

Item Received By: _____ **Date:** _____ **Time:** _____

AGENDA ITEM # _____



Smith County Animal Shelter Advisory Board Members

NAME	PHONE	EMAIL	Position
1. Commissioner John Moore	██████████	johnmoore@smith-county.com	County or Municipal Official
2. Amber Greene Animal Control Supervisor	██████████	agreene@smith-county.com	Daily operation of an animal shelter
3. Angel Reynolds Shelter Coordinator	██████████	areynolds@smith-county.com	Daily operation of an animal shelter
4.			Licensed Veterinarian
5.			Animal Welfare Organization
6.			Animal Welfare Organization
7.			Community Representative
8.			Community Representative



COUNTY OF SMITH, TEXAS
BOARD / COMMISSION / COMMITTEE
MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Name: Amber Greene
Home Address: [REDACTED]
Street, City, State, Zip Code [REDACTED]
Home/Cell Telephone Number: [REDACTED]
Office Address: 322 E. Ferguson
Street, City, State, Zip Code Tyler, TX 75702
Office Telephone Number: 903-590-2675
Email Address: agreene@smith-county.com

II. BOARD SELECTION

Name of Board Sought: Animal Shelter Advisory Committee
Qualifications/Experience for this Board: Supervisor for Animal Control and been on the
for the past 5 years

III. BACKGROUND INFORMATION

1. Number of years you have lived in Smith County? 40
2. Education
Institution / School Winona High School
Diploma / Degree High School Diploma
Year 2003
3. Employer (most recent) Smith County
Job Title Supervisor Industry Animal Control

4. Professional Licenses MLP DEA

Type of Occupation Associated with License Animal Control

5. Professional Association Memberships Texas Department of License Regulation

Association Office Held (if applicable) On the License Breeder Board

6. Civic-Volunteer Organizations and Activities: _____

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address/phone number/e-mail address listed above.

Signature *Amber Greene* Date 3/11/2025

Return completed form to:
Casey Murphy
Public Information Officer, Smith County Commissioners Court
(903) 590-4607

Email:
cmurphy@smith-county.com

Mail:
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702



COUNTY OF SMITH, TEXAS
BOARD / COMMISSION / COMMITTEE
MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Name: Angel Reynolds

Home Address: [REDACTED]

Street, City, State, Zip Code [REDACTED]

Home/Cell Telephone Number: [REDACTED]

Office Address: 322 E. Ferguson St

Street, City, State, Zip Code Tyler, TX 75702

Office Telephone Number: [REDACTED]

Email Address: areynolds@smith-county.com

II. BOARD SELECTION

Name of Board Sought: Animal Shelter Advisory Committee

Qualifications/Experience for this Board: Shelter Coordinator

III. BACKGROUND INFORMATION

1. Number of years you have lived in Smith County? 25

2. Education

Institution / School [REDACTED]

Diploma / Degree Diploma

Year [REDACTED]

3. Employer (most recent) Smith County

Job Title Shelter Coordinator Industry Animal Control

4. Professional Licenses Veterinarian Assistant

Type of Occupation Associated with License _____

5. Professional Association Memberships _____

Association Office Held (if applicable) _____

6. Civic-Volunteer Organizations and Activities: _____

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address/phone number/e-mail address listed above.

Signature _____ Date 3/12/2025

Return completed form to:
Casey Murphy
Public Information Officer, Smith County Commissioners Court
(903) 590-4607

Email:
cmurphy@smith-county.com

Mail:
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702

COUNTY OF SMITH, TEXAS

BOARD / COMMISSION / COMMITTEE

MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Name: Cynthia Youngblood

Home Address: Mailing: [REDACTED]

Street: [REDACTED]

Home/Cell Telephone Number: [REDACTED]

Office Address: N/A

Email Address: [REDACTED]

II. BOARD SELECTION

Name of Board Sought: Smith County Animal Control

Qualifications/Experience for this Board: Prior years, foster, veterinary

III. BACKGROUND INFORMATION

1. Number of years you have lived in Smith County? 60 years

2. Education

Institution / School: Letourneau University

Diploma / Degree: Masters Business Administration (MBA)

Year: 2010

3. Employer (most recent): Retired from State of Texas, Office of the Attorney General,

Job Title: Medicaid Fraud Investigative Auditor

Currently employed parttime at The Spay Neuter Project (Dehart Veterinary Services)

4. Professional Licenses N/A

Type of Occupation Associated with License N/A

5. Professional Association Memberships N/A

Association Office Held (if applicable) N/A

6. Civic-Volunteer Organizations and Activities: N/A

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be

expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address/phone number/e-mail address listed above.

Signature: Cynthia Youngblood Date: March 4, 2025

Return completed form to:

Casey Murphy

Public Information Officer, Smith County Commissioners Court

(903) 590-4607

Email: Mail: cmurphy@smith-county.com Smith County Commissioners Court

200 E. Ferguson, Suite 100 Tyler, Texas 75702

I. CONTACT INFORMATION

* Full Name
Donald Thomas. Cooper

* Full Address
[Redacted]

* Phone
[Redacted]

* Full Office Address
[Redacted]

* Office Phone
[Redacted]

* Email
[Redacted]

II. BOARD SELECTION

* **Name of Board Sought:**
Advisory Committee for Smith County Animal Control

* **Qualifications/Experience for this Board:**
Board of Director for 501c3 Animal Rescue, Unleash the Paws. Plumbing and HVAC Contractor for City, County, State, School Districts and Federal and Military Facilities.

III. BACKGROUND INFORMATION

* **1. Number of years you have lived in Smith County**
3 Years

* **2. Education Institution / School**
Luzerne County Community College

Diploma / Degree
Associates of Business

Year
SKIPPED

* **3. Employer (most recent)**
Don Cooper Plumbing and Heating Inc.

* **Job Title**
Vice President

Industry
Construction

4. Professional Licenses
SKIPPED

Type of Occupation Associated with License
SKIPPED

5. Professional Association Memberships
SKIPPED

Association Office Held (if applicable)
SKIPPED

6. Civil Volunteer Organizations and Activities:

501c3 Non Profit Animal Rescue, Unleash the Paws

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address / phone number / e-mail address listed above.

***Signature (Enter Your Legal Name as your Signature)**

Donald Thomas Cooper

Date and Time

02/27/2025 12:00 AM

Casey Murphy
Public Information Officer, Smith County Commissioners Court
(903) 590-4607

Email:
cmurphy@smith-county.com

Mail:
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702

I. CONTACT INFORMATION

* Full Name
Mr Jacob Bernardino

* Full Address
[REDACTED]
Ty [REDACTED]

* Phone
[REDACTED]

* Full Office Address
[REDACTED]

* Office Phone
(9 [REDACTED] 5

* Email
[REDACTED]

II. BOARD SELECTION

* **Name of Board Sought:**
Smith County Animal Shelter Advisory Committee

* **Qualifications/Experience for this Board:**
Currently serve on Board of Therapeut: Animal Assisted Therapy, as well as their Finance & New Building committees. Experience in CGC training and temperament training in dogs.

III. BACKGROUND INFORMATION

* **1. Number of years you have lived in Smith County**
30 years

* **2. Education Institution / School**
Stephen F. Austin State University & University of Texas at Tyler

Diploma / Degree

BA in Sustainable Community Development with Minor in Human Health Perspectives from SFA. MBA from UT Tyler with certification in Organizational Development and Leadership.

Year

2017 for Bachelors and 2020 for Masters

* **3. Employer (most recent)**

Texas Bank and Trust

* **Job Title**

Real Estate Risk Analyst

Industry

Banking

4. Professional Licenses

SKIPPED

Type of Occupation Associated with License

SKIPPED

5. Professional Association Memberships

SKIPPED

Association Office Held (if applicable)

SKIPPED

6. Civil Volunteer Organizations and Activities:

Participate in Angel Tree donations as well as East Texas Food Bank drives.

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address / phone number / e-mail address listed above.

***Signature (Enter Your Legal Name as your Signature)**

Jacob Alexander Bernardino

Date and Time

02/27/2025 9:17 PM

Casey Murphy
Public Information Officer, Smith County Commissioners Court
(903) 590-4607

Email:
cmurphy@smith-county.com

Mail:
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702

I. CONTACT INFORMATION

* Full Name

Kelly M. Rusiecki

* Full Address

[REDACTED]

* Phone

[REDACTED]

* Full Office Address

[REDACTED]

* Office Phone

[REDACTED]

* Email

[REDACTED]

II. BOARD SELECTION

* **Name of Board Sought:**

Smith County Animal Control and Shelter Advisory Committee

* **Qualifications/Experience for this Board:**

Qualified by 33 years' experience in Public Safety 911 Dispatch, work with budgets, boards, city councils, county commission, the public. Animal lover/owner, 10 strays taken in since moving here.

III. BACKGROUND INFORMATION

* **1. Number of years you have lived in Smith County**

3 years, 5 months

* **2. Education Institution / School**

North Salem High School, Salem, OR

Diploma / Degree

Diploma

Year

1980

* **3. Employer (most recent)**

Washington County Consolidated Communications Center (WCCCA), Hillsboro, OR (2nd largest 9-1-1 Center in OR)

* **Job Title**

Executive Director

Industry

Public Safety 9-1-1 Call-taking and Dispatching

4. Professional Licenses

N/A

Type of Occupation Associated with License

N/A

5. Professional Association Memberships

National Association of Public-Safety Communications Officials, OR Association of Public-Safety Communications Officials, OR Executive Development Institute, OR Board on Public Standards & Training,

Association Office Held (if applicable)

President of State OR Association of Public-Safety Communications Officials, Secretary for OR Executive Development Institute, Board Member for OR Dept of Public-Safety Standards and Training

6. Civil Volunteer Organizations and Activities:

Smith County Republican Women, looking to this as another volunteer opportunity

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address / phone number / e-mail address listed above.

***Signature (Enter Your Legal Name as your Signature)**

Kelly M Rusiecki

Date and Time

03/07/2025 9:41 PM

Casey Murphy

Public Information Officer, Smith County Commissioners Court

(903) 590-4607

Email:
cmurphy@smith-county.com

Mail:
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702



COUNTY OF SMITH, TEXAS

BOARD / COMMISSION / COMMITTEE

MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Name: Patti Sheehy
Home Address: [REDACTED]
Street, City, State, Zip Code [REDACTED]
Home/Cell Telephone Number: [REDACTED]
Office Address: [REDACTED]
Street, City, State, Zip Code [REDACTED]
Office Telephone Number: [REDACTED]
Email Address: [REDACTED]

II. BOARD SELECTION

Name of Board Sought: Advisory Committee for Animal Shelter
Qualifications/Experience for this Board: 29 years as a veterinarian

III. BACKGROUND INFORMATION

1. Number of years you have lived in Smith County? 20 years
2. Education
Institution / School Mississippi State University
Diploma / Degree Doctorate
Year 1996
3. Employer (most recent) Copeland Road Animal Hospital
Job Title Veterinarian Owner Industry

4. Professional Licenses Veterinary License

Type of Occupation Associated with License _____

5. Professional Association Memberships Texas & American Veterinary Medical Assn.

Association Office Held (if applicable) _____

6. Civic-Volunteer Organizations and Activities: Past Junior League

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address/phone number/e-mail address listed above.

Signature Gatti Shealy Date 3/6/25

Return completed form to:
Casey Murphy
Public Information Officer, Smith County Commissioners Court
(903) 590-4607

Email:
cmurphy@smith-county.com

Mail:
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702



COUNTY OF SMITH, TEXAS
BOARD / COMMISSION / COMMITTEE
MEMBERSHIP APPLICATION

I. CONTACT INFORMATION

Name: Gwen Coyle

Home Address: [REDACTED]

Street, City, State, Zip Code [REDACTED]

Home/Cell Telephone Number: [REDACTED]

Office Address: [REDACTED]

Street, City, State, Zip Code [REDACTED]

Office Telephone Number: [REDACTED]

Email Address: [REDACTED]

II. BOARD SELECTION

Name of Board Sought: Smith County Animal Advisory

Qualifications/Experience for this Board: I have run a non profit rescue for 6 plus years, we do transport & very experienced with medical protocols & dog behavior. Additionally I do trapping & tracking

III. BACKGROUND INFORMATION

1. Number of years you have lived in Smith County? 20

2. Education

Institution / School University of Texas

Diploma / Degree Accounting & Management Information Systems

Year _____

3. Employer (most recent) Accenture

Job Title Business Architecture Associate Developer Industry All

4. Professional Licenses _____

Type of Occupation Associated with License _____

5. Professional Association Memberships _____

Association Office Held (if applicable) _____

6. Civic-Volunteer Organizations and Activities: Search & Rescue for lost animals, work with school districts to help supplement low income children & families

I understand that if I am appointed to a board I will be expected to participate actively in the business of the respective board, and adhere to any attendance requirements. I also understand that I will be expected to become familiar with relevant County Ordinances, and review all material relating to decisions to be made and that I can abstain only for cause. I agree to contact the Commissioners Court Office in the event that there is any change in my home address/phone number/e-mail address listed above.

Signature _____ Gwen Coyle Date 3/3/25

Return completed form to:
Casey Murphy
Public Information Officer, Smith County Commissioners Court
(903) 590-4607

Email:
cmurphy@smith-county.com

Mail:
Smith County Commissioners Court
200 E. Ferguson, Suite 100
Tyler, Texas 75702

6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/12/2025	Submitted by: Christina Haney
Meeting Date: 3/18/2025	Department: Purchasing/R&B
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award R&B bids	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to award contracts for the following bids and authorize the County Judge to sign all related documentation. a. RB-17-25 Seal Coat Program b. RB-18-25 Road Improvements to CR 178 (FM 2868 to CR 168) c. RB-19-25 Road Improvements to CR 411 (IH 20 to FM 849)	
Background: 2/11/2025 - Commissioners Court authorized Purchasing to advertise, solicit and receive sealed bids.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email:
Name: Christina Haney	Email:
Name: Amber Niles	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

RB-17-25

TABULATION OF BIDS				<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>	
Project Number: RB-17-25 Date: 28-Jun-2023				TEXANA LAND & ASPHALT		MISSOURI PETROLEUM PRODUCTS COMPANY, LLC		REYNOLDS & KAY, LTD		CK NEWBERRY, LLC	
Project Limits: FY25 SEAL COAT PROGRAM CR 46, CR 384 & CR 1261				SULPHUR SPRINGS 1		TYLER 2		TYLER 3		KARNES 4	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

CR 46 SEAL COAT

316	48,000	SY	ONE COURSE SURFACE TREATMENT: AGGR (TY-PB GR-4 OR TY-PL GR-4) (1:100) EMULS ASPH (CRS-2P) (.40 Gal/SY)	\$2.95	\$ 141,600.00	\$3.30	\$ 158,400.00	\$3.25	\$ 156,000.00	\$4.30	\$ 206,400.00
502	2	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$1,500.00	\$ 3,000.00	\$10.00	\$ 20.00	\$2,100.00	\$ 4,200.00	\$2,000.00	\$ 4,000.00
666-A	33,200	LF	REFL PAV MRK TY I (W) 4" (SLD)	\$0.60	\$ 19,920.00	\$0.55	\$ 18,260.00	\$0.63	\$ 20,916.00	\$0.65	\$ 21,580.00
666-B	33,200	LF	REFL PAV MRK TY I (Y) 4" (SLD)	\$0.60	\$ 19,920.00	\$0.55	\$ 18,260.00	\$0.63	\$ 20,916.00	\$0.65	\$ 21,580.00
666-C	36	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$16.00	\$ 576.00	\$15.00	\$ 540.00	\$17.00	\$ 612.00	\$20.00	\$ 720.00
672-A	830	EA	REFL PAV MRKR TY I-C	\$4.50	\$ 3,735.00	\$4.00	\$ 3,320.00	\$4.60	\$ 3,818.00	\$5.00	\$ 4,150.00
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00
TOTAL CR 46 IMPROVEMENTS				\$	196,251.00	\$	206,300.00	\$	213,962.00	\$	265,930.00

CR 384 SEAL COAT

316	130,850	SY	ONE COURSE SURFACE TREATMENT: AGGR (TY-PB GR-4 OR TY-PL GR-4) (1:100) EMULS ASPH (CRS-2P) (.40 Gal/SY)	\$2.95	\$ 386,007.50	\$3.30	\$ 431,805.00	\$3.27	\$ 427,879.50	\$4.30	\$ 562,655.00
502	3	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$1,500.00	\$ 4,500.00	\$10.00	\$ 30.00	\$2,200.00	\$ 6,600.00	\$2,000.00	\$ 6,000.00
666-A	107,000	LF	REFL PAV MRK TY I (W) 4" (SLD)	\$0.60	\$ 64,200.00	\$0.55	\$ 58,850.00	\$0.63	\$ 67,410.00	\$0.65	\$ 69,550.00
666-B	107,000	LF	REFL PAV MRK TY I (Y) 4" (SLD)	\$0.60	\$ 64,200.00	\$0.55	\$ 58,850.00	\$0.63	\$ 67,410.00	\$0.65	\$ 69,550.00
666-C	120	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$16.00	\$ 1,920.00	\$15.00	\$ 1,800.00	\$17.00	\$ 2,040.00	\$20.00	\$ 2,400.00
672-A	2,676	EA	REFL PAV MRKR TY I-C	\$4.50	\$ 12,042.00	\$4.00	\$ 10,704.00	\$4.60	\$ 12,309.60	\$5.00	\$ 13,380.00
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
TOTAL CR 384 IMPROVEMENTS				\$	542,869.50	\$	572,039.00	\$	593,649.10	\$	733,535.00

RB-17-25

TABULATION OF BIDS				<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>	
Project Number: RB-17-25 Date: 28-Jun-2023				TEXANA LAND & ASPHALT		MISSOURI PETROLEUM PRODUCTS COMPANY, LLC		REYNOLDS & KAY, LTD		CK NEWBERRY, LLC	
Project Limits: FY25 SEAL COAT PROGRAM CR 46, CR 384 & CR 1261				SULPHUR SPRINGS 1		TYLER 2		TYLER 3		KARNES 4	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

CR 1261 SEAL COAT

316	40,250	SY	ONE COURSE SURFACE TREATMENT: AGGR (TY-PB GR-4 OR TY-PL GR-4) (1:100) EMULS ASPH (CRS-2P) (.40 Gal/SY)	\$2.95	\$ 118,737.50	\$3.30	\$ 132,825.00	\$3.26	\$ 131,215.00	\$4.30	\$ 173,075.00
502	2	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$1,500.00	\$ 3,000.00	\$10.00	\$ 20.00	\$1,700.00	\$ 3,400.00	\$2,000.00	\$ 4,000.00
666-A	27,840	LF	REFL PAV MRK TY I (W) 4" (SLD)	\$0.60	\$ 16,704.00	\$0.55	\$ 15,312.00	\$0.63	\$ 17,539.20	\$0.65	\$ 18,096.00
666-B	27,840	LF	REFL PAV MRK TY I (Y) 4" (SLD)	\$0.60	\$ 16,704.00	\$0.55	\$ 15,312.00	\$0.63	\$ 17,539.20	\$0.65	\$ 18,096.00
666-C	50	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$16.00	\$ 800.00	\$15.00	\$ 750.00	\$17.00	\$ 850.00	\$20.00	\$ 1,000.00
672-A	700	EA	REFL PAV MRKR TY I-C	\$4.50	\$ 3,150.00	\$4.00	\$ 2,800.00	\$4.60	\$ 3,220.00	\$5.00	\$ 3,500.00
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00
TOTAL CR 251 IMPROVEMENTS				\$	166,595.50	\$	174,519.00	\$	181,263.40	\$	225,267.00

TOTAL AMOUNT BID - RB-17-25				\$	905,716.00	\$	952,858.00	\$	988,874.50	\$	1,224,732.00
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RB-18-25

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF		BID OF	
Project Number: RB-18-25 Date: 12-Mar-2025				A. E. SHULL & COMPANY		TEXANA LAND & ASPHALT		REYNOLDS & KAY, LTD		CK NEWBERRY, LLC		L. S. EQUIPMENT COMPANY, INC.	
Project Limits: ROADWAY IMPROVEMENTS TO CR 178 (FM 2868 to CR 168)				TYLER 1		SULPHUR SPRINGS 2		TYLER 3		KARNES 4		HENDERSON 5	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
100	106.00	STA	PREPARING ROW	\$60.00	\$ 6,360.00	\$25.00	\$ 2,650.00	\$250.00	\$ 26,500.00	\$300.00	\$ 31,800.00	\$1,500.00	\$ 159,000.00
134	106.00	STA	BACKFILL PVM T EDGE (TY B)	\$28.50	\$ 3,021.00	\$55.00	\$ 5,830.00	\$100.00	\$ 10,600.00	\$200.00	\$ 21,200.00	\$500.00	\$ 53,000.00
150	10.00	HR	BLADING FOR DITCH MAINTENANCE	\$90.00	\$ 900.00	\$85.00	\$ 850.00	\$220.00	\$ 2,200.00	\$250.00	\$ 2,500.00	\$150.00	\$ 1,500.00
251	30,930.00	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$1.50	\$ 46,395.00	\$1.67	\$ 51,653.10	\$1.70	\$ 52,581.00	\$1.25	\$ 38,662.50	\$8.00	\$ 247,440.00
275-A	315.00	TON	CEMENT (3.0%)(20 LBS/SY)	\$250.00	\$ 78,750.00	\$290.00	\$ 91,350.00	\$275.00	\$ 86,625.00	\$350.00	\$ 110,250.00	\$350.00	\$ 110,250.00
275-B	30,930.00	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$1.40	\$ 43,302.00	\$2.50	\$ 77,325.00	\$2.30	\$ 71,139.00	\$2.25	\$ 69,592.50	\$6.00	\$ 185,580.00
310	5,600.00	GAL	PRIME COAT (MC-30)	\$0.01	\$ 56.00	\$0.01	\$ 56.00	\$0.01	\$ 56.00	\$6.00	\$ 33,600.00	\$5.00	\$ 28,000.00
340	3,400.00	TON	D-GR HMA TY-C (SURF)	\$142.00	\$ 482,800.00	\$127.00	\$ 431,800.00	\$140.00	\$ 476,000.00	\$200.00	\$ 680,000.00	\$200.00	\$ 680,000.00
502	10.00	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$200.00	\$ 2,000.00	\$550.00	\$ 5,500.00	\$200.00	\$ 2,000.00	\$2,500.00	\$ 25,000.00	\$4,375.00	\$ 43,750.00
560	10.00	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$0.01	\$ 0.10	\$0.01	\$ 0.10	\$0.01	\$ 0.10	\$300.00	\$ 3,000.00	\$200.00	\$ 2,000.00
666-A	21,200.00	LF	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	\$0.70	\$ 14,840.00	\$0.65	\$ 13,780.00	\$0.70	\$ 14,840.00	\$1.00	\$ 21,200.00	\$1.15	\$ 24,380.00
666-B	21,200.00	LF	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	\$0.70	\$ 14,840.00	\$0.65	\$ 13,780.00	\$0.70	\$ 14,840.00	\$1.00	\$ 21,200.00	\$1.15	\$ 24,380.00
666-C	60.00	LF	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	\$15.50	\$ 930.00	\$15.00	\$ 900.00	\$17.00	\$ 1,020.00	\$20.00	\$ 1,200.00	\$25.00	\$ 1,500.00
672	540.00	EA	REFL PAV MRKR TY II-A-A	\$5.50	\$ 2,970.00	\$5.00	\$ 2,700.00	\$5.70	\$ 3,078.00	\$5.00	\$ 2,700.00	\$7.50	\$ 4,050.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
TOTAL CR 178 IMPROVEMENTS				\$	717,164.10	\$	718,174.20	\$	781,479.10	\$	1,081,905.00	\$	1,584,830.00

RB-19-25

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF	
Project Number: RB-19-25 Date: 12-Mar-2025				TEXANA LAND & ASPHALT		A. E. SHULL & COMPANY		REYNOLDS & KAY, LTD		CK NEWBERRY, LLC	
Project Limits: CR 411 (IH 20 to FM 849)				SULPHUR SPRINGS 1		TYLER 2		TYLER 3		KARNES 4	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
100	65	STA	PREPARE RIGHT-OF-WAY	\$15.00	\$ 975.00	\$63.00	\$ 4,095.00	\$200.00	\$ 13,000.00	\$300.00	\$ 19,500.00
134	65	STA	BACKFILL PVMT EDGE (TY B)	\$100.00	\$ 6,500.00	\$30.00	\$ 1,950.00	\$90.00	\$ 5,850.00	\$400.00	\$ 26,000.00
251	18,240	SY	RWK BS MTL (TY D) (ORD COMP) (8 IN)	\$1.70	\$ 31,008.00	\$1.00	\$ 18,240.00	\$1.30	\$ 23,712.00	\$2.50	\$ 45,600.00
275-A	150	TON	CEMENT (3.0%)(16 LBS/SY)	\$290.00	\$ 43,500.00	\$250.00	\$ 37,500.00	\$275.00	\$ 41,250.00	\$350.00	\$ 52,500.00
275-B	18,240	SY	CEMENT TREAT (EXIST MATL) (8 IN)	\$2.20	\$ 40,128.00	\$1.10	\$ 20,064.00	\$1.80	\$ 32,832.00	\$3.25	\$ 59,280.00
310	2,920	GAL	PRIME COAT (MC-30)	\$0.01	\$ 29.20	\$0.01	\$ 29.20	\$0.01	\$ 29.20	\$6.00	\$ 17,520.00
340	2,000	TON	D-GR HMA TY-D (SURF)	\$122.00	\$ 244,000.00	\$143.25	\$ 286,500.00	\$140.00	\$ 280,000.00	\$200.00	\$ 400,000.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$550.00	\$ 4,400.00	\$100.00	\$ 800.00	\$200.00	\$ 1,600.00	\$3,000.00	\$ 24,000.00
666-A	13,000	LF	REFL PAV MRK TY I (W) 4" (SLD)	\$0.65	\$ 8,450.00	\$0.70	\$ 9,100.00	\$0.70	\$ 9,100.00	\$1.00	\$ 13,000.00
666-B	13,000	LF	REFL PAV MRK TY I (Y) 4" (SLD)	\$0.65	\$ 8,450.00	\$0.70	\$ 9,100.00	\$0.70	\$ 9,100.00	\$1.00	\$ 13,000.00
672	340	EA	REFL PAV MRKR TY II-A-A	\$5.00	\$ 1,700.00	\$5.50	\$ 1,870.00	\$5.70	\$ 1,938.00	\$10.00	\$ 3,400.00
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$15,000.00	\$ 15,000.00	\$20,000.00	\$ 20,000.00
TOTAL - CR 411 IMPROVEMENTS				\$	409,140.20	\$	409,248.20	\$	433,411.20	\$	693,800.00

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/10/2025	Submitted by: Christina Haney
Meeting Date: 3/18/2025	Department: Purchasing
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Approve Purchasing to join Florida Sheriff's Association Cooperative	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve Smith County Purchasing to utilize the Florida Sheriff's Association Cooperative and authorize the County Judge to sign all necessary documentation.	
Background: Utilizing the Florida Sheriff's Association Cooperative will provide us with another resource to use when procuring goods and services. It will help us increase our purchasing power, lower administrative costs and streamline the procurement process. There is no cost to the county. LGC 271.102 allows local government to purchase with a local cooperative organization of this state or another state.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/10/2025	Submitted by: Christina Haney
Meeting Date: 3/18/2025	Department: Purchasing for the Sheriff's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Approve the purchase of a Terradyne Gurkha MPV	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the purchase of a Terradyne Armored Vehicle utilizing the Florida Sheriff's Association Cooperative #FSA23-VEH21.0 and authorize the County Judge to sign all related documentation.	
Background: Vehicle will be used for enhanced safety in high-risk situations. Total cost \$389,420.00 for purchase and delivery.	
Financial and Operational Impact: This will be purchased using Senate Bill 22 funding.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jason Railsback	Email: jrailsback@smith-county.com
Name: Christina Haney	Email: CHaney@smith-county.com
Name: Chief Jackson	Email: jjackson2@smith-county.com
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____



GURKHA MPV

Issued to:
Smith County Sheriff's Office
227 N. Spring Avenue
Tyler, Texas
75702

Captain Jason Railsback
Phone: 903-705-8162
Email: jrailsback@smith-county.com

№ of pages: 7

BASE VEHICLE SPECIFICATIONS**Ballistic & Blast Resistance**

Opaque Armor (Occupant Area)	NIJ IV: 30-06 M2 Armor Piercing multi-hit UL752 Level 10: .50 Caliber M33 20mm Fragment Simulating Projectile Obliquity angle: Verticals at 0° / roof at 30°
Firewall Armor	Included in base price
Fuel Tank Armor	NIJ III: 7.62 x 51 M80 multi-hit
Transparent Armor	NIJ IV: 30-06 M2 Armor Piercing UL 752 Level 10: 50 Caliber M33 Obliquity angle: 0° Glass thickness: 2.5 inches / 63 mm
Blast	2 x DM51 grenades detonated simultaneously

Performance

Base Chassis	Ford F550 4x4
Engine	7.3L V8 Gas engine - 350 HP / 468 lb-ft. Torque
Transmission	10-speed automatic with tow/haul mode
Transfer Case	2-speed with electronic shift on the fly 4x4
Rear Differential	4.88 ratio with limited slip
Brakes	Four-wheel disc anti-lock brakes (ABS)
Suspension	Custom tuned shocks with external reservoir. Upgraded HD steering damper
Front Springs	Upgraded coils
Rear Springs	Multi-leaf springs
Wheels	Four (4) 20" x 11" wheel assemblies
Run Flats	Run flats in all wheels
Tires	41 inch Continental MPT 81 or Michelin X Force ZL (335/80R20)

Capability

Approach Angle	31° - 42°
Departure Angle	25° - 29°
Ground Clearance	11.5 inches - ground to rear differential case 22 inches - ground to side step
Turning Radius	Outside: 22 feet Inside: 10'2"
Track Width	82 inches
Slope Gradient	60%
Side Slope	40%
Water Fording	41 inches
Vertical Step	18 inches
Trench	27 inches
Top Speed	70 mph - tire rated
Fuel Range	425 miles

Capacities & Dimensions

GVWR	19,500 lbs
GAWR Rear	14,706 lbs
GAWR Front	7,500 lbs
Curb Weight	16,800 lbs - Base model
Payload	2,700 lbs - Base model
Fuel Tank	40 gallons
Length	256 inches
Width	102 inches
Height	102 inches - roof hatch 115 inches - cupola
Wheelbase	145 inches - unaltered chassis with valid Ford OEM warranty

Interior

Front Seats	Driver & passenger front seats with arm rest
Rear Seats	Two (2) side facing bench seats with three 2-point seatbelts at each bench Bench seats lift up to access storage area
Air Conditioning	Factory AC & heat in front cab
Insulation	Insulation in walls, ceiling and floor
Center Console	Center console with backlit accessory switches, two (2) cup holders and cell phone storage pockets
Ceiling Console	Ceiling mounted console with white map lights and spare upfitter switches
Headliner	Heavy duty automotive grade fabric upholstered headliner
Lighting	Seven (7) white & red LED lights in the occupant area - individually switched or master switch
Audio	OEM Ford Infotainment system with AM/FM, Apple CarPlay, Android Auto and 8 inch screen
Grab Handles	Grab handle at each door and six (6) grab handles mounted to the rear ceiling
Tie-Downs	Multi-positional rail tie-down system mounted to both bench seats
Ventilation	Smoke extraction fan mounted at the driver side rear area
Storage	One (1) storage pocket at each front door Two (2) storage nets at each rear bench seat

Exterior

Paint	Client to specify color or provide paint code
Tow Hooks	Two towing hooks mounted at front and rear
Side Mirrors	Two power adjustable side mirrors
Fuel Access	Fuel tank access door with key lock
Side Steps	Full length side steps coated in black Line-X positive grip coating Full width rear step coated in black Line-X positive grip coating Secondary rear step hinged for departure angle breaches
Hand Rails	Roof mounted handrails on driver and passenger side upper body line Roof mounted handrail on rear upper body line Line-X positive grip coating applied to all exterior hand rails
Roof	Grip tape strips added to roof for positive grip
Bumpers	Heavy duty integrated front bumper Full width rear step deck
Side Doors	Two (2) side doors
Rear Doors	Two (2) rear entry doors – 50/50
Door Locks	Internal dead bolt locks at all doors Hold-open locks on all side doors at 90 degrees Hold-open locks on both back doors at 90 degrees and 180 degrees Interior manual lock at each door Exterior key lock at each door - all door locks keyed the same
Exterior Lights	LED headlights with integrated turn signals LED tail lights and license plate light Five (5) amber clearance LED lights mounted at the front roof Two (2) amber marker LED lights mounted at front corners Five (5) red clearance LED lights mounted at the rear roof
Windows	One-piece windshield (two-piece windshield available) Full view windows at both front doors One (1) 17 x 25 glass at each rear side door (when equipped as a 4-door configuration) Two (2) portal glass (14 x 6) along passenger side and driver side - 4 in total One (1) portal glass (14 x 6) at each back door

OPTIONAL UPGRADES**Tactical Options**

<input type="checkbox"/>	1	Low profile sliding hatch with height adjustable operator stand	\$10,000
<input type="checkbox"/>	2	Manual rotating roof hatch with gun port and height adjustable operator stand	\$10,000
<input checked="" type="checkbox"/>	3	Manual rotating cupola with height adjustable operator stand	\$20,000
<input checked="" type="checkbox"/>	4	Gun ports: 4 per side / 2 at rear door (10 total)	\$5,000
<input type="checkbox"/>	5	Static position (non operable) breaching ram with external or internal storage	\$4,500
<input checked="" type="checkbox"/>	6	Power operable breaching ram with 3 breaching heads and hood mounted camera	\$9,500
<input type="checkbox"/>	6P	Provision for power ram. Includes front mounts, wiring and external storage racks	\$1,500
<input checked="" type="checkbox"/>	7	6 canister chemical munitions delivery system (CTS & Deftech compatible)	\$13,500
<input type="checkbox"/>	8	Ram cam breaching head with four (4) multi-position cameras	\$6,500
<input checked="" type="checkbox"/>	9	Power operable ballistic skip shield – NIJ III armor (7.62 x 51 M80 ball multi-hit)	\$3,500
<input type="checkbox"/>	10	Fire suppression system at all wheels - manual trigger	\$8,000
<input type="checkbox"/>	11	Fire suppression system at engine - automatic trigger	\$7,000
<input type="checkbox"/>	12	Breathing air tank with quick release hose fitting at each seat (masks sold separately)	\$11,000
<input type="checkbox"/>	13	Protective steel mesh on all windows (removable)	\$3,000
<input type="checkbox"/>	14	Explosive gas detection system	\$6,850
<input type="checkbox"/>	15	Radiation detection system	\$6,850
<input checked="" type="checkbox"/>	16	Four (4) side door configuration	\$2,000
<input type="checkbox"/>	17	Transparent armor upgrade from 2.5 inch thickness increased to 3 inch thickness	\$5,000
<input type="checkbox"/>	18	LRAD 100X with magnetic mount	\$16,750
<input type="checkbox"/>	18P	Provision for LRAD 450XL. Includes wiring harness and roof mounted pedestal	\$5,850
<input type="checkbox"/>	19	LRAD 450XL roof mounted with standalone MP3 controller	\$35,325
<input checked="" type="checkbox"/>	20	Roof mounted water monitor with joystick	\$39,950
<input type="checkbox"/>	21	Floor mounted gun rack for 2 rifles (includes 2 suppressor cups & 2 standoff plates)	\$1,350
<input type="checkbox"/>	22	5-piece magnetic storage kit	\$1,000
		Exterior Lighting Options	
<input checked="" type="checkbox"/>	23	Two (2) front roof mounted LED search lights	\$2,500
<input type="checkbox"/>	24	Two (2) rear roof mounted LED search lights	\$2,500
<input type="checkbox"/>	25	Wheln Arges search light	\$2,325
<input checked="" type="checkbox"/>	26	10 inch LED scene lights - left & right side mount	\$2,000
<input checked="" type="checkbox"/>	27	30 inch LED takedown lightbar mounted at the front bumper	\$1,800
<input type="checkbox"/>	28	Two (2) infrared lights mounted on front bumper	\$1,500
<input type="checkbox"/>	29	Two (2) LED fog lights mounted on front bumper	\$1,200
<input type="checkbox"/>	30	Whelen CenCom Core Emergency Light Package Four (4) roof mounted 30 inch light sticks - red & blue 16 Red/Blue perimeter flashers: 6 @ front, 4 @ rear, 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting Wigwag flashers in headlights	\$10,500
<input checked="" type="checkbox"/>	31	Soundoff Signal bluePRINT Emergency Light Package Four roof mounted LED red & blue light sticks+scene lights. FR/RR 26" & Sides 39" 16 red & blue perimeter flashers with scene lights: 6 @ front / 4 @ rear / 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting Wigwag flashers in headlights	\$9,500
<input type="checkbox"/>	32	Roof mounted traffic light pre-emption strobe (infrared not GPS)	\$3,000
<input type="checkbox"/>	33	Low frequency siren with 2 x external speakers	\$2,500
<input type="checkbox"/>	34	Install customer supplied dashcam	\$500
<input checked="" type="checkbox"/>	35	Install customer supplied police radio (delivery to Terradyne & coax cable included)	\$1,350
<input checked="" type="checkbox"/>	36	JNT Draco prep package (includes fan harness, switch and connector)	\$1,850

Electronic Options			
<input checked="" type="checkbox"/>	37	Intercom system – inside / outside	\$1,500
<input checked="" type="checkbox"/>	38	Battery charger with auto eject receptacle	\$3,400
<input type="checkbox"/>	39	Color Camera: Roof Mounted Pan / Tilt / Zoom color camera CCD PTZ camera, 30x zoom, search light, IR light, lens wiper, joystick controller, dash mounted 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$9,800
<input type="checkbox"/>	40	Thermal Sensor: Roof Mounted Pan / Tilt thermal sensor: 320 x 240 thermal sensor with remote control, audible and visual alerts for person & vehicle detection, 9 inch dash mounted touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$9,800
<input type="checkbox"/>	41	Color & Thermal: Pan/Tilt/30x Zoom CCD color camera, thermal sensor (640x480), controller, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$26,000
<input type="checkbox"/>	42	Color & Thermal: Rvision PTZ color camera with 35mm thermal sensor, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor, Look contoler with monitor	\$48,000
<input type="checkbox"/>	43	TAV-4GLTEWIFI Cellular Modem/WiFi/Video Server Assembly	\$5,250
<input type="checkbox"/>	44	Reverse camera with no monitor (for options 38 - 41)	\$500
<input type="checkbox"/>	45	Reverse camera with 9 inch monitor	\$1,200
<input type="checkbox"/>	46	Four (4) reverse proximity sensors with audible / visual alert	\$800
<input checked="" type="checkbox"/>	47	15 inch ceiling mounted monitor for rear occupants	\$900
<input type="checkbox"/>	48	Front hood mounted view camera	\$750
<input checked="" type="checkbox"/>	49	360 camera system with 10 inch monitor & 10TB DVR	\$3,950
<input type="checkbox"/>	50	Two (2) side mounted surveillance cameras	\$2,000
<input checked="" type="checkbox"/>	51	2,000W AC/DC power inverter	\$1,500
<input type="checkbox"/>	52	Blackout switch to disable all exterior vehicle and emergency lighting	\$1,000
<input checked="" type="checkbox"/>	53	6 USB charging ports - 4 in cab / 8 in rear	\$500
<input type="checkbox"/>	54	Heated windshield	\$1,500
<input checked="" type="checkbox"/>	55	Remote power door locks integrated with key fobs	\$1,000
Interior Options			
<input type="checkbox"/>	56	4-way power adjustable driver and front passenger seats (\$1,650 each)	\$3,300
<input checked="" type="checkbox"/>	57	Two (2) rear facing jump seats	\$2,500
<input checked="" type="checkbox"/>	58	Ceiling mounted AC & heat for rear occupants (engine driven)	\$4,500
<input type="checkbox"/>	59	Independent heater (operates with engine off)	\$6,000
<input type="checkbox"/>	60	Medic Layout Package (TEMS)	\$18,900
Offroad Options			
<input checked="" type="checkbox"/>	61	Front bumper mounted 17,500 lb capacity winch	\$3,500
<input type="checkbox"/>	62	17,500 lb winch with front & rear receivers - stored inside vehicle	\$5,000
<input type="checkbox"/>	63	External mount high output air compressor with two quick release couplers	\$5,000
<input checked="" type="checkbox"/>	64	Front differential lock (**Recommended**)	\$3,000
Exterior Options			
<input type="checkbox"/>	65	Towing package with class IV rear hitch	\$1,500
<input type="checkbox"/>	66	Spare wheel assembly packaged loose (includes runflat)	\$5,500
<input type="checkbox"/>	67	Paint upgrade from matte/satin finish to base clear finish (clear coat)	\$2,000
<input type="checkbox"/>	68	Line-X coating on rear fenders and bottom half of vertical sides	\$6,500
<input type="checkbox"/>	69	Dual exterior storage compartments with locking handles	\$3,500
Ford F550 Chassis			
<input type="checkbox"/>	70	6 piston front brake caliper upgrade - includes HD brake pads	\$5,650
<input checked="" type="checkbox"/>	71	6.7L V8 turbo diesel 330HP / 950 lb-ft torque (4.30 rear LSD)	\$9,995
Training			
<input type="checkbox"/>	72	Tactical Armored Vehicle Operations training by Integrated Tactical Concepts Two days of training at your location for up to 20 students (CA POST approved)	\$18,000
<input type="checkbox"/>	73	Two days of vehicle familiarity training at your facility by Terradyne staff member	\$5,000

PRICE & TERMS

Vehicle Description: GURKHA MPV

Chassis: Ford F550 4x4 (United States specification)

Market Zone: United States

Quantity: One (1)

Price Code: Law Enforcement

Base Vehicle: \$235,000

Optional Upgrades: \$148,695

Subtotal: \$383,695

1.075% FSA CPP Discount: \$4,125

Shipping: \$9,850

Total Cost (USD) \$389,420

Basis: Ex-works Factory Newmarket Ontario Canada and free of all Canadian duties and/or taxes. (state taxes are the responsibility of the end user)

Lead time: 30 - 32 weeks from receipt of Purchase Order

Shipping: Delivered on a covered trailer with ramps

Payment Terms: Net 30 days

Validity: 45

TERRADYNE LIMITED WARRANTY

Terradyne warrants any items installed, and conversion related to custom workmanship for three (3) years. Any suspected warranty related work must be first be confirmed as being necessary by means of a technical consultation with a representative of TERRADYNE ARMORED VEHICLES INC. Technical consultation regarding any deficiency repairs or malfunctions is available by telephone during our normal business hours Eastern Standard time at 905-895-1010.

Ballistic transparencies are warranted for three (3) years; however the Warranty excludes damage to bullet resistant glass caused by stones, malicious damage, projectiles or other flying objects.

Warranty work to be directly covered by TERRADYNE may be performed locally only after assessment and authorization by TERRADYNE. TERRADYNE shall, upon consultation and approval, make payment for any/all repairs deemed to be of a reasonable nature by the Company.

TERRADYNE does not cover any OEM vehicle parts and components that we have not been modified no performed work on, during the armoring process. Such parts and components are the sole responsibility of the client and the vehicle's Original Equipment Manufacturer.

TERRADYNE assumes no responsibility for damages incurred through vehicle misuse or abuse, negligence, accidental damage, or any unauthorized modifications or alterations made to the vehicle following delivery of the vehicle to the client. Under the terms of this limited warranty, TERRADYNE shall in no way be held liable for any incidental or consequential damages arising from loss of use or loss of time, inconvenience, or commercial loss resulting from the need for warranty work. This warranty covers the repair and/or replacement of warranty related items only, and any non-warranty related additional costs incurred remain the responsibility of the client.

Accessories not directly related to the armoring process (winches, lighting, electrical accessories and components) shall be covered by the warranties of their respective manufacturers and are not included in the warranty coverage provided by this agreement. However, although TERRADYNE does not warrant these items directly in any way, we do agree to offer all reasonable assistance in obtaining service from their companies of origin. Should there be any undue difficulties with obtaining servicing of these accessories; TERRADYNE will also agree to replace them for the client at our current wholesale cost price. The client shall remain responsible for any/all shipping and handling fees or incidental costs associated with the replacement of such items, as well as the aforementioned replacement costs.

Terradyne optional limited warranty extension available: 1 year / 20,000 miles

Ford Motor Company Warranty Coverage:

Powertrain: 5 years / 60,000 miles

Gas engine: 5 years / 60,000 miles

Diesel engine: 5 years / 100,000 miles

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/12/25	Submitted by: Heather Foster
Meeting Date: 3/18/25	Department: Auditor's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Contract for Title IV-E Legal Services	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the FY26 Title IV-E Legal Services contract with DFPS and authorize the county judge to sign all related documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Heather Foster	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

Contractor Name: Smith County

Fiscal Year: FY26

Contract Number: _____

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION	
(This section should be answered about your organization as a whole.)	
1.	<p>Please indicate the accounting system in place (e.g., accrual, cash, or modified accrual).</p> <p><u>modified accrual</u></p>
2.	<p>Does your organization complete yearly financial statements (e.g., Balance Sheet, Income Statement, Cash Flow)?</p> <p style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If yes:</i></p> <p style="margin-left: 20px;">a. Please list the name(s) of the person(s) responsible for preparing the annual financial statements:</p> <p style="margin-left: 40px;"><u>Ann Wilson, County Auditor</u></p> <p style="margin-left: 20px;">b. Please attach copy of your most current statements as ATTACHMENT# I-2.</p> <p><i>If no, please provide any manual or automated information maintained regarding your current financial position as ATTACHMENT #I-2.</i></p>
3.	<p>Are your accounting and financial system operations audited at regular intervals by an independent auditor (Certified Public Accountant)? Note that this is not referring to compliance monitoring performed by State Contract Managers.</p> <p style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If yes:</i></p> <p style="margin-left: 20px;">a. Attach an original, bound audit report and management letter (if applicable) as provided by the independent auditor as ATTACHMENT #I-3.</p> <p style="margin-left: 20px;">b. Please indicate the frequency with which your accounting records are audited by an independent auditor.</p> <p style="margin-left: 40px;"><u>annually</u></p> <p style="margin-left: 20px;">c. Please describe how independent audit results are shared with the governing body of your organization.</p> <p style="margin-left: 40px;"><u>submitted and presented to Commissioners' Court by outside auditing firm</u></p>

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

SECTION II: INTERNAL CONTROLS

II. A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions “contracts,” it is referring to any contract or grant you administer with funding received through DFPS or any other state or federal agency.)

1.	Has the county submitted a cost allocation plan to DFPS for review? <i>If no, please attach a description of your allocation process as ATTACHMENT #II-1.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A																														
2.	Please attach a list of all of your contracts with state agencies, including DFPS. For each contract, include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g., cost reimbursement, fee for service) as ATTACHMENT #II-2 .																															
3.	Does your organization maintain a separate ledger account for: a. Deposits for each source of funds? b. Disbursement of each source of funds? Please provide a copy of your chart of accounts, and a description of how your accounting system identifies contract revenues and expenditures separately as ATTACHMENT #II-3 .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
4.	Are costs and expenditures under budgetary control for: a. Total contract budget? b. By budget category?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
5.	Do all purchases require approval from an authorized individual in the requesting department?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
6.	Indicate the name and title of individual(s) authorized to: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 16.6%;">SIGN CHECKS OR AUTHORIZE PAYMENTS</th> <th style="width: 16.6%;">APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small></th> <th style="width: 16.6%;">PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small></th> <th style="width: 16.6%;">RECONCILE ACCOUNTS <small>(INTERNAL ACCOUNTS TO BANK RECORDS)</small></th> <th style="width: 16.6%;">CONTROL INVENTORY</th> <th style="width: 16.6%;">RECEIVE CASH</th> </tr> </thead> <tbody> <tr> <td>Name: Kelli White</td> <td>Name:</td> <td>Name: Heather Foster</td> <td>Name: Heather Foster</td> <td>Name: Jaye Latch</td> <td>Name: Kelli White</td> </tr> <tr> <td>Title: Treasurer</td> <td>Title:</td> <td>Title: Asst Auditor</td> <td>Title: Asst Auditor</td> <td>Title: Purchasing Director</td> <td>Title: Treasurer</td> </tr> <tr> <td>Name: Ann Wilson</td> <td>Name:</td> <td>Name: Haley Martinez</td> <td>Name:</td> <td>Name:</td> <td>Name: Atonia Rawlings</td> </tr> <tr> <td>Title: Auditor</td> <td>Title:</td> <td>Title: AP Clerk</td> <td>Title:</td> <td>Title:</td> <td>Title: Asst Treasurer</td> </tr> </tbody> </table>		SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small>	PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small>	RECONCILE ACCOUNTS <small>(INTERNAL ACCOUNTS TO BANK RECORDS)</small>	CONTROL INVENTORY	RECEIVE CASH	Name: Kelli White	Name:	Name: Heather Foster	Name: Heather Foster	Name: Jaye Latch	Name: Kelli White	Title: Treasurer	Title:	Title: Asst Auditor	Title: Asst Auditor	Title: Purchasing Director	Title: Treasurer	Name: Ann Wilson	Name:	Name: Haley Martinez	Name:	Name:	Name: Atonia Rawlings	Title: Auditor	Title:	Title: AP Clerk	Title:	Title:	Title: Asst Treasurer
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Name: Ann Wilson	Name:	Name: Haley Martinez	Name:	Name:	Name: Atonia Rawlings																											
Title: Auditor	Title:	Title: AP Clerk	Title:	Title:	Title: Asst Treasurer																											
7.	Are all expenditures reconciled with your general ledger? If no, please explain. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

8.	How often are bank accounts reconciled to internal check registers? <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (please specify) _____	
9.	Is your accounting system automated? If no, please skip to Question #17.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10.	Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances). <u>use of passwords, access limits, and checks and balances i.e. Auditor's Office processes invoices and Treasurer's Office processes payments</u>	
11.	Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions: Review Only: <u>any employee who requests access and gets approval from our first assistant auditor</u> Record Transactions: <u>Ann Wilson-Auditor, Kalisha Boyd-1st Asst Auditor, Heather Foster-Asst Auditor, Kelli White-Treasurer, Atonia Rawlings-Asst Treasurer</u> Update/Change: <u>Ann Wilson-Auditor, Kalisha Boyd-1st Asst Auditor, Heather Foster-Asst Auditor</u> Delete: _____	
12.	Please explain the process (initiation, review, approval, etc.) for making updates, changes, deletions, and year end adjustments to the accounting system. <u>first tier auditor's office initiates, then reviewed and approved by supervisor</u>	
13.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
14.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15.	Is the data entered into the accounting system verified? <i>If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.</i> <u>verified by auditor's office and outside auditing firm</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	What, if any, additional internal controls and approvals are in place within the organization to ensure payments made are valid and authorized? _____	
17.	Are all checks pre-numbered and accounted for?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	<p>If no, please explain.</p> <p><u>the checks are blank, the Treasurer enters the starting check number and the system assigns the other check numbers in sequential order</u></p>	
18.	<p>a. Are all disbursements (excluding petty cash) made by check? If no, what other means does your organization use to make disbursements? <u>ach for payroll, ach withdrawals and wires for insurance payments or property purchases</u></p> <p>b. Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked? _____</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
19.	<p>Are all disbursements approved prior to payment? If no, please explain. _____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
20.	<p>Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount? <i>If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.</i> _____</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
21.	<p>Does your organization have a system for tracking:</p> <p>a. Voided checks?</p> <p>b. Credit card transactions?</p> <p>c. Other electronic transactions?.....</p> <p>If no, please explain. _____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
22.	<p>Does your organization use a check-signing machine? <i>If yes, please describe how the facsimile signature plates are safeguarded from improper use.</i> _____</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
23.	<p>Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Please indicate name and title of person who has custody of unused checks.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	<u>Kelli White and Atonia Rawlings-Treasurer's Office</u>	
24.	<p>Are the following practices prohibited:</p> <p>a. The drafting of checks to "CASH"?</p> <p>b. The signing of blank checks?</p> <p>c. The removal of blank checks from the checkbook?</p> <p>If no, please explain.</p> <p>_____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
25.	<p>Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)?</p> <p><i>If yes, please attach an explanation of your purchase orders/requisition controls as ATTACHMENT #II-25.</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
26.	<p>Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval?</p> <p><i>If yes, please attach an explanation as ATTACHMENT #II-26. The attachment should describe your process for maintaining supporting documentation, such as:</i></p> <ul style="list-style-type: none"> • <i>How supporting records are kept and filed (e.g., filed by check number, month of payment)?</i> • <i>How documents are marked when paid to prevent duplication of claims?</i> • <i>How authorizations are maintained internally?</i> 	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
27.	Do supporting documents accompany checks for the check signer's signature?	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
28.	Are invoices marked to identify allocation of payment?	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
29.	<p>Does your organization have procedures to identify costs and expenditures not allowable under federal and/or state regulations?</p> <p><i>If yes, please attach an explanation of your system for identifying unallowable costs/expenditures as ATTACHMENT #II-29.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
30.	<p>Does your organization have a contract file for each contract?</p> <p><i>If yes, does each contract file contain:</i></p> <p>a. <i>The executed contract with all attachments?</i></p> <p>b. <i>A copy of each contract amendment (as applicable)?</i></p> <p>c. <i>Billing documents?</i></p> <p>d. <i>Documentation of contract performance?</i></p> <p>e. <i>Related correspondence?</i></p> <p>f. <i>A copy of each subcontract agreement (as applicable)?</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p>

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	<p>If no to any of the above, please explain.</p> <p>_____</p>	
31.	<p>Does your organization have a process to prevent unauthorized access to confidential information related to your contracts (for example, sensitive client information or records)?</p> <p><i>If yes, please attach a copy of your procedures for safeguarding contract information as ATTACHMENT #II-31.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
II. B. PERSONNEL		
32.	<p>Does your organization have written personnel policies?</p> <p>If no, please explain.</p> <p>_____</p> <p>If yes, are personnel policies distributed to all employees?.....</p> <p>Do the personnel policies include:</p> <p>a. Hiring?</p> <p>b. Performance evaluations?</p> <p>c. Time and leave?</p> <p>d. Conflict of interest?</p> <p>e. Nepotism?</p> <p>f. Related-party transactions?.....</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
33.	<p>Does your organization require individual time or activity sheets to be prepared at least monthly for personnel (part-time, full-time, and/or in-kind volunteers)?</p> <p>If no, please explain.</p> <p>_____</p> <p><i>If yes, please submit a blank time sheet and/or activity sheet and a copy of the related policy as ATTACHMENT II-33.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
34.	<p>Does your organization have on file an established rate of pay and withholding information for each employee?</p> <p>If no, please explain.</p> <p>_____</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
35.	<p>Does your organization have a written job description with a set salary level for each position?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County \geq \$25,000

	If no, please explain. _____	
36.	Is the amount being paid to each employee based on documentation of actual hours worked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

37.	<p>a. Is your organization current with your payroll taxes?</p> <p>b. Does your organization pay payroll taxes directly?</p> <p>If no, please explain and indicate name of withholding agent.</p> <p>_____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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II. C. TRAVEL

Reimbursements for travel expenses will be paid according to the State of Texas travel rates in effect on the date of travel as approved by the Office of the Comptroller of Public Accounts.

38.	<p>Are travel expenditures substantiated by travel vouchers, travel logs or other supporting documentation?</p> <p>If no, please explain.</p> <p>_____</p> <p><i>If yes, please submit a copy of your travel policy, a blank travel voucher and a blank travel log as ATTACHMENT II-38.</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
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II. D. EQUIPMENT

39.	<p>a. Please specify the level of capitalization (dollar amount) used by your organization.</p> <p style="margin-left: 20px;"><u>\$5,000.00</u></p> <p>b. Please provide your organization's definition of equipment:</p> <p style="margin-left: 20px;"><u>items used in support of operations</u></p>	
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40.	<p>Does your organization conduct a physical inventory of capital equipment purchased with federal funds?</p> <p>If yes, how often?</p> <p>_____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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41.	<p>Has DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser disc (DVD) players, TVs)?</p> <p>Note: Contractors should review the Comptroller's State Property Accounting User Manual at https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php for the most current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs.</p> <p>If no, please skip to Section II.E. Subcontractors.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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42.	<p>Are inventory records maintained that include: item description, serial number, funding source(s), acquisition cost, acquisition date and inventory number?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
-----	--	--

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	<i>Please attach a blank inventory form as ATTACHMENT #II-42</i>	
43.	Are all equipment items and controlled assets tagged for the purpose of internal tracking and inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
44.	Does your organization have policies regarding the documentation required for equipment that has been disposed of? If yes, please attach a copy of your equipment disposal policy as ATTACHMENT #II-44 .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

II. E. SUBCONTRACTORS

If your organization does not subcontract DFPS services, or does not intend to subcontract DFPS services, mark N/A here and skip to Section II.F. Title IV-E Child Welfare Services Contract Information.

45.	Does your organization have written policies and procedures for subcontracted services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
46.	Does your organization have a state contract of \$100,000 or greater?	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

This section pertains only to any **County Title IV-E Child Welfare Services Contracts** with DFPS and *does not* pertain to any **Title IV-E County Legal Services Contract** with DFPS. For purposes of this Section, the terms County and County Child Welfare Board are synonymous.

47.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
48.	Does the County Child Welfare Board have a process that Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? If yes, is the above policy a written (published) policy? <i>If yes, please attach a description of the process or a copy of the written policy as ATTACHMENT #II-48</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
49.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, please enter date of last audit. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
50.	Do the region and the county conduct an annual review of the county Title IV-E contracts? If yes, please enter date of last review. _____ Note: An annual review of the contract is specified in the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
51.	How does the Child Welfare Board pay for supplemental child-care expenses? <i>Please provide a description of the process used to pay supplemental child care expenses, including the name and/or position of responsible person/staff as ATTACHMENT #II-51.</i>	
52.	What back-up documentation does the county maintain to support Title IV-E reimbursements? <i>Please provide a description of the required documentation as ATTACHMENT #II-52.</i>	
53.	Who maintains the documentation within the county (e.g., Child Welfare Board, County Auditor)?	

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	Please provide the name of the county Department or name and/or position of responsible person/staff. _____	
54.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State of Texas Purchase Voucher Quarterly Billing)? Please provide the name and/or position of the responsible person/staff. _____	
55.	How does the county ensure the County Title IV-E Claims Voucher is reconciled with the county’s general ledger? _____	
56.	Does the county have a process to ensure that all expenditures claimed are allowable? <i>If yes, please attach a description of the process as ATTACHMENT #II-56.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
57.	Does the county have a process to ensure that all raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? <i>If yes, please attach a description of the process as ATTACHMENT #II-57.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
58.	How does the county know which children are IV-E eligible? Please provide a description of the process and the name and/or position of responsible person/staff as ATTACHMENT #II-58 .	

CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature

Neal Franklin

Printed/Typed Name

Date

County Judge

Title

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County \geq \$25,000

ICSQ Instructions

Every business entity should have internal controls. Internal controls consist of the policies and procedures that a business entity develops and implements to ensure that assets (such as cash and equipment) are safeguarded, that expenditure transactions (such as purchases) are authorized, and that financial data are accurately recorded. Another way of saying this is that a system of internal controls helps to ensure that assets that belong to the business entity are used only for authorized business purposes.

A system of internal controls is not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur. In an effective system of internal controls, no one person should carry out all phases of a business transaction from beginning to end. For example, if one person were permitted to order supplies, receive the supplies, write a check to pay for the supplies, and record the transaction in the accounting records, then there would be no protection against either fraud or errors.

A system of internal controls frequently may be improved by physical safeguards (acting as compensatory controls). Computers help to improve the efficiency and accuracy of record keeping functions. Cash registers, safes, and pre-numbered business forms are very helpful in safeguarding cash and establishing responsibility for it. Any system of internal controls must be supervised with care if it is to function effectively.

The Internal Control Structure Questionnaire (ICSQ) consists of a series of questions related to the processes and procedures for handling cash receipts, cash disbursements, physical inventory, file maintenance, etc. Responses to the questions included in the ICSQ allow for an assessment of the effectiveness of the procedures described as compared to best practices and/or specific state and federal guidelines.

Instructions for Submitting the ICSQ

An up- to-date ICSQ is required to be submitted with each new proposal to contract with DFPS. ***Please use the ICSQ that appropriately reflects the entire contract amount for Title IV-E funds, not just the DFPS drawdown amount.***

No two-sided copies will be accepted. No pamphlets or books will be accepted (except for required financial reports and/or audits). Responses must be typed or printed. All attachments must be clearly numbered.

Instructions for Completing the ICSQ

The ICSQ has been divided into several sections, as follows:

SECTION I: FINANCIAL POSITION

This section requests background information about the organization, including the financial system used to maintain the accounting records, preparation of financial statements and the frequency with which financial information is audited.

SECTION II: INTERNAL CONTROLS

This section addresses Internal Controls as described below:

II. A. GENERAL/ ACCOUNTING CONTROLS

The general accounting section addresses file maintenance and the contractor's responsibility to meet contract terms and/or state/federal regulations.

Accounting controls assist with the safeguarding of assets (cash and fixed assets) and the reliability of financial records. The objective sought in the control of cash receipts is to ensure that all cash that is receivable by the business entity is collected and recorded without loss. The system of controlling cash payments should be designed to ensure that no unauthorized payments are made. Control is accomplished by division of responsibility to achieve independent verification of transactions without duplication of effort.

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County \geq \$25,000

Question 1:

Cost allocation ensures that costs are properly allocated to a specific funding source and that all costs are properly identified.

Cost allocation is required when a cost will benefit more than one contract or funding source. If cost allocation is necessary, contractors must use reasonable methods of allocating costs consistently. Any cost allocation method used should be a reasonable reflection of actual business operations.

Questions 5 - 6:

It is a good business practice to require authorized individuals to approve purchases or electronic transactions made on behalf of their department. Designating separate individuals to sign checks or authorize payments, approve purchases, prepare payments, reconcile internal accounts to the general ledger, control assets, and receive cash is also a good business practice. For smaller staffs, it may be necessary to identify compensating controls where adequate separation of duties is not possible.

Questions 7 - 8:

All costs that are reported and/or billed to a funding source should be reconciled with the general ledger (the book or file that contains all of the organization's accounts) as well as bank account transaction records.

Questions 9 - 16:

If the business entity's accounting system is automated, please complete questions 9 - 16 to provide detail as to who has access to the accounting system and how the system is protected.

Questions 17 - 25:

These are examples of internal controls that act as safeguards against unauthorized expenditures and/or check disbursement.

Questions 26 - 27:

It is a best practice to maintain supporting documents with each disbursement. Alternatively, supporting documents should be numbered, clearly referenced, and filed for easy retrieval.

Question 28:

If more than one funding source is to be used to reimburse a cost, then it is extremely important that the invoice documents how the cost is to be allocated.

Question 29:

Contractors should reference the applicable Texas Administrative Code (TAC) or Office of Management and Budget (OMB) Circulars to identify costs and expenditures that are not allowable.

Question 30:

An element of a good file maintenance process is having a systematic approach to filing the numerous contract documents that flow through a business entity. A systematic filing approach decreases the risk of lost documents, and provides a central place for documents that pertain to a specific contract.

Question 31:

An important protective measure to safeguard sensitive information is controlling physical access to the information or records related to your contracts. All contract information must be cared for with the appropriate level of physical and electronic security. Procedural safeguards ensure adequate controls against unauthorized access, fraudulent activity, disclosure, loss or damage, whether accidental or deliberate, as well as to ensure the availability, integrity, authenticity, and confidentiality of information. Procedural safeguards may include adequate separation of duties, limiting physical access (e.g., storing information in a safe or fireproof filing cabinet, locks on doors or filing cabinets, passwords) or computer-related controls dealing with access privilege.

II. B. PERSONNEL

Question 32:

Each business entity should have written personnel policies that are made available to all employees. The policies need to be consistently applied and should include all federally mandated policies related to human resource issues.

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

Questions 33 - 37:

OMB Circular A-122, Attachment B, Paragraph 8, subparagraph "m" (revised May 2004) and OMB Circular A-87, Attachment B, Paragraph 8, subparagraph "h" (revised May 2004) address documentation necessary to support salaries and wages. These circulars further state that the allocation of direct service delivery staff salaries between programs and/or contracts must be documented.

II. C. TRAVEL (Travel Costs Paid with DFPS Funds)

Question 38:

Travel expenses for which reimbursement will be requested from DFPS must conform to the current state travel requirements and rates for lodging, meals, and personal vehicle mileage. Supporting documentation for travel expenses must include receipts for the following expenses: parking fees, hotel lodging, taxis, and airfare.

II. D. EQUIPMENT

Questions 39 - 44:

Equipment is defined in 45 Code of Federal Regulations (CFR) Part 74.2 and the Office of Federal Financial Management, Office of Management and Budget (OMB) Circulars.

It is a federal requirement that a physical inventory be taken at least once every two years for equipment acquired with federal funds (including DFPS funds).

The disposition of all equipment purchased with federal funds must be made according to appropriate regulations and departmental policies, as per OMB Circular A-110, Section 34 (G). Equipment purchased using DFPS contract funds is subject to an equitable claim by the state (DFPS) at contract termination. No disposition should take place without prior notification to DFPS contract management.

II. E. SUBCONTRACTORS

This section must be completed if DFPS funds are or will be provided to subcontractors.

Question 45:

Subcontracting policies and procedures should, at minimum, address contractor selection and monitoring.

Subcontractor selection procedures should reflect a system in which the best subcontractor is fairly and objectively selected. Procedures should clearly identify the method of contractor selection utilized (e.g., competitive selection or bidding, negotiation with individual). (OMB Circular A-110, Sections 40-48.) The subcontractor selection process should also include established criteria to evaluate potential subcontractors, ranking method, and the consideration of past performance factors.

Subcontractor monitoring procedures should be sufficient to ensure that subcontractors consistently provide quality services by measuring performance against well-documented outcome expectations. The monitoring function should focus on the outcomes of services provided with an appropriate emphasis on contract monitoring in proportion to the amount/extent of the contracted services. Procedures should adequately describe who is responsible for monitoring, how often monitoring occurs, the monitoring process to include follow-up procedures when corrective action is required. It is also a good business practice to include an ongoing system for ensuring that funds are spent appropriately.

Question 46:

DFPS is committed to encouraging participation and increased opportunities for any minority and women-owned business that is certified as a Historically Underutilized Business (HUB). DFPS requires contractors who have contracts of \$100,000 or more to do the same.

A good faith effort requires that contractors maintain documentation in purchase and contract files of their efforts to utilize HUBs. When HUB bidders are not solicited or selected, documentation should clearly state the reason. Contractors who have contracts of \$100,000 or more may be required to have a HUB Subcontracting Plan that documents either:

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County \geq \$25,000

- a) That contractor does not plan to subcontract any component of the DFPS contract, or
- b) That contractor does plan to subcontract and includes at minimum the contractor's written policy/procedures for subcontracting and contractor's methods for soliciting and selecting subcontractors. In this case, a [HUB Subcontracting Form](#) must be on file.

II. F. TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

Questions 47 - 58:

This section captures county policy and procedures specific to any Title IV-E Child Welfare Services contract and is used in the determination of appropriate monitoring efforts.

The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the signatory cannot certify all of the statements contained in this section, signatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why.

Enter your organization's Unique Entity Identifier
(generated by SAM.gov):
Enter the parent Unique Entity Identifier, if applicable:

Did your organization have gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes **No** **N/A** (if entity does not generate income)

If your answer is **Yes**, skip Parts **A**, **B**, **C**, and **D** and complete Part **E**.

If your answer is **No** or **N/A**, complete Parts **A** and **B**.

PART A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?

Yes **No**

PART B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?

Yes **No**

If your answer is **Yes** to both **A** and **B**, you must complete Part **C**.

If your answer is **No** to either **A** or **B**, skip Parts **C** and **D**, and complete Part **E**.

PART C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes **No** **N/A** (if entity reports through some other means, state how:)

If your answer is **Yes**, skip Part **D** and complete Part **E**.

If your answer is **No**, you must provide compensation information to DFPS for FFATA reporting in Part **D**.

If **N/A**, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part **D** until requested to supply compensation information and proceed to complete Part **E**.

PART D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than \$25M annually, and
- Compensation information is not already available through reporting to the SEC.

Subrecipient Executive Names

Total Compensation

PART E. General FFATA Certification

As the duly authorized representative of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete, and correct to the best of my knowledge.

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

Legal Name of Subrecipient

Agency Account ID Number

Principal Place of Performance (POP)
(Enter City, County)

State

9-Character Zip Code
(ZIP+4 code)

POP Congressional District:



Risk Analysis Questionnaire

Purpose: This form is to be completed by the Contractor to provide DFPS with information for consideration in assessing risks related to provision of contracted services.

Directions: Respond to each question below. Upon completion, the form must be digitally signed (using the Adobe signature field in this form) by an individual with documented signature authority, as designated by the business entity. For questions regarding completion of this form, please contact your DFPS Contract Manager.

CONTRACTOR INFORMATION

Legal Entity Name	Contract Number
Smith County	

Please provide information for the person to contact if additional information is needed:

Name and Title	Email Address	Phone Number
Heather Foster Asst Auditor	hfoster@smith-county.com	(903) 590-4701

ACTIVE CONTRACTS AND PAYMENT TYPES

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [Federal, State (ISD, University), County, or Private Business]?
- Yes No

If yes, please provide the entity name, contract number(s), and indicate the payment type utilized for the contract. If additional space is needed, submit on a separate page along with this completed form.

Fixed Price (FP)	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.
Cost Reimbursement (CR)	Payment type that reimburses contractors for actual, allowable, reasonable, and necessary expenditures incurred up to an approved amount and within the associated cost categories in the approved budget and budget narrative.
Fee For Service (FFS)	Contractor is paid a standard fee per unit of service. Typically, rates are either negotiated with the individual vendor and apply only to that vendor or there is a uniform rate that is paid to all vendors providing the service. This rate-based payment type is used when an independent rate setting process does not exist for the grant service.
Other	Any other payment type not defined above.

Entity Name	Contract Number	Payment Type
Multiple FFS and CR, see audit schedule		



INDEPENDENT AUDITS

2. Is your business entity required to undergo an independent audit? Yes No

Note: A contract monitoring conducted by DFPS or another state agency is not considered an independent audit for this purpose.

If no, skip question 4.

If yes, please identify the agency or authority requiring the audit: Tx Local Govt Code Section 114.025

3. What is the date of your most recent audit? Within 21 Months Within 22-34 Months
 35 Months or More No Audit Completed

Provide a copy of the most recent independent audit, if applicable. Copy of Audit attached

Additional Information, if applicable:

RELATED PARTY TRANSACTIONS

Not Applicable if Fee for Service (FFS) Contract

Check here if FFS then skip to question 5

4. Disclose any business transactions (compensated or not) that occur between your business entity and any related party. For purposes of this question, related party refers to:

- a. A family member (including blood, marriage, or adoption),
- b. A member of the Board of Directors,
- c. Stockholders with >5% Ownership,
- d. Key Employees Paid Separately for Other Responsibilities (e.g., consulting services, not direct employees),
- e. Parent/Subsidiaries, or
- f. Organizations Under Common Ownership or Control (excluding routine relationships for an LLC).

Transactions include business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services).

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Non-Compensated Services
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Compensated, Non-Recurring Goods, Services, or Labor
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Compensated, Recurring Goods, Services or Labor
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Compensated Goods, Services, or Labor w/ Uniform Rate, Set Rate that Applies to All Contracts for the Service
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Compensated Consulting or Management Services
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Compensated Building Leasing
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Compensated Transportation
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	For-Profit Affiliated with Non-Profit
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Owned/Operated by Same or Related Entity
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Parent/Subsidiary Relationship



SUBCONTRACTORS

5. Indicate the percentage of work performed by subcontractors for the contracted service, as allowable by the contract:
- No Subcontractor Involvement
 - Subcontractors Account for 50% or Less of Work Performed
 - Subcontractors Account for More than 50% of Work Performed

KEY MANAGEMENT STAFF

For purposes of this question, key management staff may include individuals with titles such as: Executive Director, President, Comptroller, Chief Financial Officer, Manager or Program Director.

6. Has there been a change in any key management staff at your business organization within the past 24 months?
- Yes No
7. Indicate whether key management staff have at least 24 months experience providing fiscal or programmatic components of the contracted service (even if not with the same business entity).
- Fiscal components refer to the financial aspect of the contract.
 - Programmatic components refer to the service delivery side of the contract, such as ensuring that services are provided to clients, monitoring the quality of the service delivery, complying with the service provisions in the contract.

Executive Director, President or Equivalent	<input type="checkbox"/> Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs	<input type="checkbox"/> At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs
Accounting Director, Comptroller, Chief Financial Officer, Business Manager, etc.	<input type="checkbox"/> Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs	<input type="checkbox"/> At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs
Program Director, Program Coordinator or Equivalent	<input type="checkbox"/> Less than 24 months with fiscal <u>or</u> programmatic components of federal and/or state grant programs	<input type="checkbox"/> At least 24 months with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 24 months with fiscal <u>and</u> programmatic components of federal and/or state grant programs

DIRECT DELIVERY STAFF

8. For the preceding 12 months, indicate the percentage of turnover (the rate at which employees leave a workforce and are replaced) for direct delivery staff providing the contracted service.
- No change Turnover <= 49% Turnover >= 50%
9. Please indicate the average level of experience that direct delivery staff at your organization have in providing the contracted service.
- Less than 24 months 24 months or more



INTERNAL CONTROLS

10. Does your business organization have any outstanding liabilities or litigations?

Yes No

11. If Yes, Describe - Note: Please distinguish between any liabilities or litigations. If additional space is needed, submit as an attachment to this completed form.

Please see page 56 of CAFR. The loss, if any, from these suits will not have a material impact on j

Term	Definition/Example
Outstanding Liabilities	Liabilities that are legal obligations payable to a third party and which are yet to be paid as of the balance sheet date
Litigations	Pending lawsuit(s) – generally meaning any current litigation involving the business entity for which the results could have a negative impact on the business.

CERTIFICATION

This form must be signed by an individual with documented signature authority, as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Neal Franklin

Typed Name

County Judge

Title

Date, if not included in digital signature

Signature

RESET FORM

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and Smith County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract for the Performing Agency to receive federal funds to increase the amount of legal staff and services available to process child welfare cases (Contract).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.056 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on October 1, 2025 and ends on September 30, 2032, and can be renewed, extended, or terminated as provided for in this Contract.

IV. CONTRACT BUDGET.

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Contractor will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Contractor fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Contractor will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Contractor from negotiating budgetary changes throughout the course of the Contract.

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules, and regulations.

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS

DFPS will provide written notice of the assigned contract manager. All correspondence will be sent to:
CPS Regional Contracts
Address: P.O. Box 630050, Nacogdoches, TX 75963
Email: dfpscpsregionalcontractsr45@dfps.texas.gov

A. GRANTEE

Name: Neal Franklin
Title: County Judge
Address: 200 E. Ferguson, Suite 100, Tyler, TX 75702
Phone: 903-590-4625
Email: nfranklin@smith-county.com

VII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

1. Attachment A – Statement of Work
2. Attachment B – Budget Form 2030 for Legal Services and/or Independent Representation and Cost Allocation Plan
3. Attachment C – Grant Uniform Terms & Conditions
4. Attachment D – Grant Supplemental & Special Conditions
5. Attachment E – Federal Assurances and Certifications

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

GRANTEE

DFPS

Neal Franklin
County Judge
Date:

Erica Bañuelos
Associate Commissioner, CPS
Date:



Texas Department of Family and Protective Services

Commissioner
Stephanie Muth

February 13, 2025

Honorable Judge Neal Franklin
Smith County
200 E. Ferguson, Suite 100
Tyler, Texas 75702

RE: Federal Fiscal Year (FFY) 2026 County Title IV-E Legal Services

Dear Honorable Judge Franklin:

Your current County Title IV-E Legal Services contract number HHS000285100024 will end September 30, 2025. DFPS contracts for Title IV-E services for a seven (7) year period with automatic annual renewals. At the end of each seven (7) year period new contracts are established. The establishment of a new contract results in a new contract number.

In order to continue reimbursing your county for Title IV-E expenses, a new contract must be established by reviewing, signing, and returning the following documents to me:

1. **N502- Form 2282GCLIVE Contract for Title IV-E County Legal Services**
2. **Form 2030CLIVE-IR, Budget**
3. **Federal Assurances & Certifications, SF-424B**
4. **Form 4734, Federal Funding Accountability and Transparency Act (FFATA)**
5. **Form 9007CIVE, Internal Control Structure Questionnaire (ICSQ)**
6. **Form 9105, Risk Assessment Questionnaire (RAQ)**
7. **Form 2031, Signature Authority Designation**

The following forms are included for your review only; you do not need to sign or return:

1. **Attachment A: 4504 Statement of Work**
2. **Attachment C: 5645G UTC**
3. **Attachment D: 5622GCLIVE Supplemental & Special Conditions**

Upon receipt of the signed documents, your contract will be routed for DFPS signature and a copy of the fully executed contract and all attachments will be returned to you for your records.

Please submit all documents to me no later than **February 27, 2025**. You may return all documents electronically by email to terrie.smith@dfps.texas.gov .

If you have any questions or need an extension, please contact me at terrie.smith@dfps.texas.gov .

Respectfully,

Terrie Smith

Terrie Smith, CTCM
CPS Regional Contract Manager

Enclosures: Contract Documents

ATTACHMENT A

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES.

Grantee will:

- A. Assist DFPS in providing fair, adequate and expeditious judicial determinations and services regarding children eligible for services under Title IV-E of the Social Security Act (Title IV-E);
- B. Provide services in accordance with Attachment B and Title IV-E Handbook for County Contracts (Handbook) at https://www.dfps.texas.gov/handbooks/Title_IVE_County/Files/IVEC_pg_5000.asp#IVEC_5000 to children referred by DFPS;
- C. Assist DFPS in identifying and meeting the needs of the children in the Grantee's County who are referred by DFPS;
- D. Develop an estimated annual budget for the operations for this Contract, recommend it to the Commissioners Court and appear in support of it at budget hearings;
- E. Maintain staffing at the level approved by the Commissioners' Court in its annual budget for each year in which the Contract is in effect;
- F. Authorize the expenditure of Grantee funds and other special funds for the children in the Grantee's County referred by DFPS;
- G. Review on a monthly basis expenditures, receipts and services delivered;
- H. The Grantee will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Invoice) are allowable expenditures under Title IV-E;
- I. Use DFPS' financial and statistical reporting systems as directed by DFPS; and
- J. Submit on an annual basis Federal Assurances and Certifications as directed by the Contract Manager.

II. DFPS RESPONSIBILITIES.

DFPS will:

- A. Provide the Grantee with child population each quarter.
- B. Process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures on the submitted and approved invoice.

III. INVOICE AND PAYMENT.

A. Budget.

1. Grantee must provide its Contract Manager written notice on an annual basis if the Attachment B will not change.
2. If there is no change to Attachment B, then the Budget will carry over to the next Federal Fiscal Year.
3. If the Grantee is going to include indirect costs in its invoice, the Grantee will include by reference either the Grantee's approved Indirect Cost Agreement with the Federal Government or the appropriate documentation certifying the Grantee's official indirect cost rate.

B. Invoice.

1. Grantee will request payments using the invoice and in an accurate and timely manner for each federal quarter by the end of the following federal quarter and the expenditures in the invoice must include the information necessary to support these expenditures.
2. If the quarterly expenditures for the Grantee average or are expected to average less than \$1,000 per quarter, the Grantee may request approval from the Contract Manager to submit Invoices on an annual basis with the invoice for each federal quarter submitted and documented separately but at the same time before the end of the first federal quarter of the following federal fiscal year.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT UNIFORM TERMS AND CONDITIONS

SECTION I FUNDING AVAILABILITY AND FINANCIAL

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation, or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by TexTravel are higher.

C. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

D. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS's payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

E. RECAPTURE OF FUNDS.

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates; that are not allowed under applicable laws, rules, or regulations; or that are otherwise inconsistent with this Contract, including any unapproved expenditures.
2. It will return to DFPS any amounts paid that are disallowed pursuant to any financial and compliance audit of funds received under this Contract; and
3. It will reimburse such disallowed costs from funds that were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

F. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

G. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS or if financial status reports required under the Financial Status Reports section are not submitted by the due dates. DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by the Texas Grant Management Standards (TxGMS) with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Non-profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
For-profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

H. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee’s fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee’s fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200 Government Auditing Standards, and TxGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits. Texas Health and Human Services Commission (HHSC) Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so, then Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section and state procurement procedures as well as with the provisions of TxGMS.

I. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the Single Audit or Program-Specific Audit to DFPS as directed in this Contract and another copy to:

single_audit_report@hsc.texas.gov.

J. INSURANCE.

For Grantees that are not governmental entities, the following apply:

1. Unless otherwise specified in this Contract, its Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance and in the type and amount customarily carried within the industry or as determined by DFPS.
2. Grantee will provide evidence of insurance upon request by DFPS.
3. If any policy is determined by DFPS to be deficient and to not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law, or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

K. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

**SECTION II
RECORDS- ACCESS, AUDIT, AND RETENTION**

A. RECORDS RETENTION AND ACCESS.

1. Grantee will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the federal government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of Subcontracts under this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.

GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.

B. SAO AUDIT.

1. Grantee understands that acceptance of funds under this Contract or through a Subcontract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subgrantees related to this contract and the requirement to cooperate is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its Subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS's request, a copy of those portions of Grantee's and its Subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and to comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including but not limited to the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients:
 - a. Section 106 of the Child Abuse Prevention and Treatment Act, codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 and 45 CFR 205.50;
 - c. Social Security Administration data, including without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);

- d. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99;
 - e. Protected health information, including electronic protected health information or unsecured protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2, 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
 - i. Personal identifying information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16,
 - j. Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - k. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
 - l. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
 - m. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
 - n. Texas Public Information Act, Texas Government Code Chapter 552;
 - o. 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services) and Chapter 705 Subchapter M (Adult Protective Services); and
 - p. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
 3. Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law when it makes a disclosure.
 4. In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal, or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

E. PUBLIC INFORMATION ACT.

1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
2. In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DFPS.

SECTION III OWNERSHIP AND INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

- 1.** To the extent any services, deliverables, or work performed by Grantee results in the creation of intellectual property, all rights, title, and interest in and to such intellectual property will vest in DFPS upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
- 2.** To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
- 3.** Grantee must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

SECTION IV NOTICE AND REPORTING

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

Grantee will notify their assigned DFPS Contract Manager within 10 days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, or governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

D. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

In addition to any other reporting requirement, Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation to DFPS Statewide Intake by either phone at **1-800-252-5400** or online at <https://www.txabusehotline.org/Login/Default.aspx>.

E. REPORTING CRIMINAL CONDUCT

In addition to any other reporting requirement, if the Grantee, DFPS, or their employees become aware of either Grantee's, DFPS's or their employees' conduct against a person receiving DFPS's services that could constitute a criminal offense, they must report it to a local law enforcement agency no later than 48 hours after becoming aware of such criminal conduct.

SECTION V AMENDMENT

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be effective on the date that is specified in it. DFPS has sole discretion to issue a Unilateral Amendment to modify a Contract's requirements, terms, or conditions as follows:

- 1.** Correct an obvious clerical error;
- 2.** Modify a Contract or Grant Number or Agency ID Number;
- 3.** Incorporate new or revised state or federal laws, regulations, rules, or policies;
- 4.** Comply with a court order or judgment;
- 5.** Update service-level description or daily rates;
- 6.** Update Grantee's name as recorded by the Secretary of State, as required by law, or as authorized by DFPS;
- 7.** Change either Party's Contract or Grant Manager or contact information;
- 8.** Change any recorded license number based on information obtained from the agency or entity issuing the license; and
- 9.** For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type as long as it is part of a current Open Enrollment.

SECTION VI TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when in its sole discretion, DFPS determines that termination is in the best interests of the

State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include but are not limited to the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**SECTION VII
GENERAL PROVISIONS**

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas, unless DFPS elects otherwise. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

1. GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:
 - a. GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
 - b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF CONTRACT BY

THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;

- c. EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR
 - d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
2. NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS'S SOVEREIGN IMMUNITY.
 3. IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services or having direct client contact, or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, Subgrantees, or volunteers according to the DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, Subgrantee, or volunteer can provide direct services, have direct contact, or access client records, the Grantee must receive notice from DFPS that the background check has been approved.
2. If while providing direct services or having direct client contact or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state, or local agency or board of an employee, Subgrantee, Subcontractor or volunteer, then the Grantee will notify DFPS within 10 business days of becoming aware of it. DFPS will determine if and when the employee, subgrantee, or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This Section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist, and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, that remain to be performed, or that by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and retaining records.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties after a good faith effort is prevented from complying with any express or implied covenant of this Contract by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule, or regulation of any governmental authority, or similar events that are beyond the control of the affected Party (collectively referred to as force majeure events), then while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming force majeure will promptly notify the other Party of the force majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms unless DFPS has given prior approval to those forms. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arises under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

**Office of General Counsel Physical Address
4900 N. Lamar Blvd.
Austin, TX 78751**

Mailing Address
P.O. Box 149030
Austin, TX 78714-9030
Mail Code: E611

J. WAIVER.

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract will not constitute a waiver of any provision of the Contract.

K. CIVIL RIGHTS.

- 1.** Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- 2.** Grantee agrees to comply with all amendments to these laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.
- 3.** Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15 that prohibit a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, orally, in writing, and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government-funded programs, benefits, and activities.
- 4.** Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC

website at <https://www.hhs.texas.gov/about/your-rights/civil-rights-office/civil-rights-posters>.

5. Grantee agrees to comply with Executive Orders 13279 and 13559 and their implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.
6. Upon request, Grantee will provide the HHSC Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
7. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
North Austin Complex
4601 W. Guadalupe Street, Mail Code W206
Austin, TX 78751

Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

L. PERMIT AND LICENSE.

Grantee will be responsible at its expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations, or laws necessary or required for the Grantee to provide services or goods under this Contract.

M. WARRANTY.

Grantee warrants that all services, deliverables, and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry; conform to or exceed the specifications set forth in the Contract; be fit for ordinary use and of good quality; and contain no material defects.

N. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including Subgrantees) the Grantee assigns to perform services, deliverables, and work pursuant to the Contract.

O. REPORT OF WASTE, FRAUD, OR ABUSE.

Grantees who suspect fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

P. STANDARDS OF SERVICE DELIVERY.

1. Grantee will make reasonable efforts to provide services that take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each DFPS Child or Client in order to present information in a way that meets their individual needs.
2. Grantee will provide services in the language that will best meet the Child or Client's needs either directly by Grantee or a DFPS approved translator.

Q. PUBLICITY.

1. Unless prior written authorization is given by DFPS, Grantee must not use the name of, or directly or indirectly refer to DFPS in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
2. Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual, and audio) from DFPS and the Federal Agency, as applicable.

R. LIMITATION OF DFPS NAME, SEAL, OR LOGO.

1. Grantee will not use the DFPS name, seal, or logo in any form or manner without the prior written approval of DFPS.
2. Grantee will not use the DFPS name, seal, or logo to imply any DFPS endorsement, approval, or sponsorship of Grantee's goods or services.

S. SUBCONTRACTING AND SUBAWARDING.

As applicable under the Contract, Grantee will comply with the following:

1. Grantee will be responsible to DFPS for all Subcontractors' and Subgrantees' performance under this Contract. Subcontractors and Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No Subcontract or Subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantee cannot subcontract or subaward case management services without prior written DFPS permission.
4. Grantees planning to subcontract or subaward all or a portion of the work to be performed will identify the proposed Subcontractors and Subgrantees.
5. Subcontracting and Subawarding will be solely at Grantee's expense.

6. DFPS retains the right to check Subcontractors' and Subgrantees' backgrounds and to approve or reject the use of submitted Subcontractors and Subgrantees.
7. Grantee will be the sole contact for DFPS, and Grantee will list a designated point of contact for all DFPS inquiries.
8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds Subcontractors and Subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the Subcontractor and Subgrantee as well as explicitly hold that this Contract controls in the event of any conflict with Subcontractor. DFPS approval of Grantee's use of any Subcontractor and Subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

T. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Data and System Security Requirements at http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for, and comply with, any updates made to this document.

U. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to such applications needs to be terminated for any employee, Subcontractor, Subawardee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

V. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

W. UNIFORM ACCESSIBILITY REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Uniform Accessibility Requirements at http://www.dfps.texas.gov/Doing_Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf and agrees to periodically check for, and comply with, any updated requirements made to this document.

X. MILITARY INFORMED CARE OR CULTURAL COMPETENCY TRAINING.

In accordance with Texas Government Code §434.352(e), if the Grantee is awarded a grant from DFPS to provide mental health services to veterans or veterans' families, the Grantee is required to:

1. Have a prior history of successful execution of a grant from DFPS;
2. Provide personnel who provide mental health services to veterans or

- veterans' families with military informed care or military cultural competency training; or
3. Require personnel who provide mental health services to veterans or veterans' families to complete military competency training provided by any of the following:
 - a. Texas Veterans Commission;
 - b. HHSC;
 - c. Military Veteran Peer Network;
 - d. Substance Abuse and Mental Health Services Administration;
 - e. United States Department of Defense;
 - f. United States Department of Veterans Affairs; or
 - g. Nonprofit organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501(c)(3) of that code, with experience in providing training or technical assistance to entities that provide mental health services to veterans or veterans' families.

SECTION VIII CERTIFICATIONS AND AFFIRMATIONS

As applicable to this Contract, Grantee certifies and affirms by entering into this Contract that these certifications and affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, Subgrantees, independent contractors, and any other representatives who will provide services under or who have a financial or other interest in this Contract.

- A. Dealing with Public Servants.** Grantee has not given or offered to give and does not intend 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 this Contract.
- B. Prior Disaster Relief Contract Violation.** Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina, or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- C. Child Support Affirmation Obligation.** Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified Grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D. Suspension and Debarment.** Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees

that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

- E. Excluded Parties.** Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at <https://sam.gov/search/?index>. This Contract will be terminated, and payment withheld if this certification is inaccurate. Grantee must include this provision in its entirety in Grantee's Contracts, subawards, and subcontracts.
- F. Executive Head of a State Agency Affirmation.** Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- G. Franchise Tax Status.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H. Lobbying Prohibition.** Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055, or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I. Buy Texas Affirmation.** If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Contracts with federal funding that further prohibits the use of geographic preferences.
- J. Antitrust Affirmation.** Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
- K. Entities that Boycott Israel.** If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.
- L. Human Trafficking Prohibition.** Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this Grant and acknowledges that this Contract may be terminated, and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Grantee was convicted of any offense related to the direct support or promotion of human trafficking.
- M. Foreign Terrorist Organizations.** Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- N. Contracting Information Responsibilities.** The requirements of Texas

Government Code 552, Subchapter J may apply to this Contract, and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.

O. COVID-19 Vaccine Documentation. Grantee represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and is eligible pursuant to that section to receive a grant or enter into a contract with DFPS payable with state funds.

P. Firearm and Ammunition Industries Discrimination Prohibition. For Contracts entered into on or after September 1, 2021, if Grantee is a Company under Texas Government Code § 2274.002 at the time of executing this Contract, Grantee certifies that it is exempt under that section, or it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

Q. Abortion Provider and Affiliate Transactions Prohibited. Grantee certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.003 made by DFPS to the Grantee and Grantee's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

R. Foreign Adversary Ownership Prohibited. By entering into this Contract, Grantee certifies and ensures that for the term of this Contract, Grantee is not and, if applicable, any of its holding companies or subsidiaries, is not:

1. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA);
2. Listed in Section 1260H of the 2021 NDAA;
3. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
4. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

**ATTACHMENT D
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS**

**SECTION I
SUPPLEMENTAL CONDITIONS**

The DFPS Uniform Terms and Conditions are modified for this Contract as follows.

- A.** Section II (D) is modified by adding the following language as Subsection 5:
5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Contract by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
 - a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
 - b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
 - c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.
- B.** Section VII (C) is deleted from the DFPS Uniform Terms and Conditions.

SECTION II SPECIAL CONDITIONS

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

A. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice, that is submitted to DFPS later than seven quarters after the end of the quarter of the expense will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

B. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation.

C. SUBCONTRACTING.

As applicable under the Contract, Grantee will comply with the following.

1. Grantee will be responsible to DFPS for any subgrantee's performance under this Contract. Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantees planning to subcontract all, or a portion, of the work to be performed will identify the proposed subgrantees.
4. Subcontracting will be solely at Grantee's expense.
5. DFPS retains the right to check subgrantee's background and approve or reject the use of submitted subgrantees.

6. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
7. Grantee will include a term in all subcontracts that incorporates this Contract by reference and binds subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subgrantee, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subgrantee is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Grantee.
8. Payments to subgrantees will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

D. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with the following:

1. The DFPS IT Security Policy located at:
http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf
2. Upon reasonable notice, Grantee must provide, and cause its subgrantees and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
 - a. Grantee information security policies, procedures, standards, guidelines;
 - b. Grantee security violation reports;
 - c. Grantee employee security acknowledgement agreements; and
 - d. Lists of Grantee's employees, subgrantees, and agents with authorized access to DFPS confidential information.
3. The information in Subsection 2 above is subject to DFPS' review and approval. Neither DFPS' review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Grantee's obligations under this Contract.
4. Grantee will provide, and will cause its subgrantees and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
 - a. The American Institute of Certified Public Accountants' Statement on Standards of Attestation Engagements 18 ("SSAE 18") or similar subsequent report;

- b. General Security Controls Audit;
- c. Application Controls Audit;
- d. Vulnerability Assessment; and
- e. Network/Systems Penetration Test.

E. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subgrantee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

10

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 03/11/2025	Submitted by: Jennafer Bell
Meeting Date: 03/18/2025	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Minutes - February 2025	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Accept Commissioners Court minutes for February 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF FEBRUARY 2025 A.D.
ACCEPTED THE 18TH DAY OF MARCH 2025 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



5-25
**COMMISSIONERS COURT
MINUTES
February 4, 2025**

On Tuesday, February 4, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

-Pastor Wade Ricks

V. PUBLIC COMMENT

OPEN SESSION: 9:30 AM

COURT ORDERS

COMMISSIONERS COURT

1. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution of support to establish and rename a portion of Farm-to-Market Road 2493 as the "Captain Kevin Williams and Firefighter Austin Cheek Memorial Highway" in Smith County.
Passed 5-0; Abstain: (None); Absent: (0).

2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the resolution of resale for struck-off property, suit number 25,641-C and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent (0).

3. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the Automobile Claim Settlement, Claim Number APD20242201-2 from Texas Associations of Counties, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent (0).

TAX OFFICE

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve tax refunds in excess of \$2,500, pursuant to Texas Tax Code 31.11, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (0).

AUDITOR'S OFFICE

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to accept the State Criminal Alien Assistance Program (SCAAP) funds for correctional purposes from the Bureau of Justice Program (BJA), including approval of grant conditions, and authorize the Auditor's Office to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (0).

PURCHASING

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to declare the following items surplus and/or salvage, and authorize the Purchasing Department to advertise an online auction beginning February 12, 2025, and ending February 26, 2025, in accordance with the Texas Local Government Code 263.152, and remove from inventory:

- a. 3 - Ford Taurus,
- b. 16 - Chevrolet Tahoes,
- c. 1 - Chevrolet Impala,
- d. 1 - Ford F-150,
- e. 1 - Ford Explorer,
- f. 2 - GMC Sierras,
- g. 1 - John Deere Tractor,
- h. 3 - Brush Hog Mower Decks,
- i. 2 - Lots of Tires.

Passed 5-0; Abstain: (None); Absent: (0).

FIRE MARSHAL/ EMERGENCY MANAGEMENT

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to authorize the sale of fireworks for Texas Independence Day.
Passed 5-0; Abstain: (None); Absent: (0).
8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept a grant from the Texas Commission on Environmental Quality (TCEQ), Local Emergency Planning Committee (LEPC) division, for an amount not to exceed \$23,000, for the purchase of a drone, and allow the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (0).

7TH DISTRICT COURT

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a contract with Rusty W. Drake for indigent criminal defense services for the 7th District Court, pursuant to Texas Code of Criminal Procedure, § 26.04 and Texas Administrative Code Chapter 174, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (0).

RECURRING BUSINESS

ROAD AND BRIDGE

10. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:
 - a. Re-Plat for Blue Ridge Estates, Phase 3, Lots 5 and 7, Precinct 1, and
 - b. Re-Plat for Barbara Road Estates, Unit 2, Precinct 3.*Passed 5-0; Abstain: (None); Absent: (0).*
11. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 3101, 3102, 3116, 3117, 3208, Charter-Spectrum, install underground fiber optic cable with vaults, Precinct 3;
 - b. County Road 217, 2299, 223, 2290, 246 S, 2264, 233, Charter-Spectrum, install aerial and underground fiber optic cable with vaults and pedestals, Precinct 3;
 - c. County Road 3116, 3118, 3168, 3119, 3111, 3113, 4342, 4343, Charter-Spectrum, install aerial and underground fiber optic cable with vaults and pedestals, Precinct 3;
 - d. County Road 371, 373, 366, 373, 374, 3110, Charter-Spectrum, install underground fiber optic cable with pedestals, Precinct 3;
 - e. County Road 122, CenterPoint Energy, install gas line for service, Precinct 1;
 - f. County Road 429, CenterPoint Energy, install gas line for service, Precinct 4;
 - g. County Road 235, Jackson Water Supply Corporation, install line for service, Precinct 3; and
 - h. County Road 24, CenterPoint Energy, install distribution line and service line, Precinct 3.*No action necessary.*

AUDITOR'S OFFICE

12. Motion made by Commissioner Ralph Caraway, Sr.– Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (0).

SHERIFF'S OFFICE

13. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.
No action necessary.

Commissioners Court recessed Open Session at 9:57AM and went into Executive Session.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas

**551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
551.071 CONSULTATION WITH ATTORNEY**

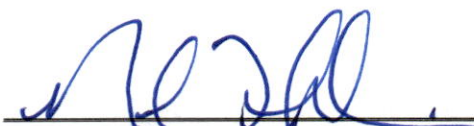
14. Deliberation and consultation with attorney regarding prospective businesses that intend to locate and/or expand in Smith County, potential economic development negotiation, and financial or other incentives available in Smith County.

Commissioners Court closed Executive Session at 11:07 AM and reconvened Open Session.

ADJOURN: 11:07 AM

Meeting adjourned by County Judge Neal Franklin

Date: 3/13/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for February 4, 2025.

Karen Phillips

by Dawn Alchauer

KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

3/14/25

Date





6-25
**COMMISSIONERS COURT
MINUTES
February 11, 2025**

On Tuesday, February 11, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

-Pastor John Johnson

V. PUBLIC COMMENT

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to adopt a resolution proclaiming February 15, 2025, as "East Texas Golden Gloves Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).
2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to ratify a resolution proclaiming February 9, 2025, as "Patrick Mahomes II Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

3. Motion made by County Judge Neal Franklin and seconded by Commissioner Ralph Caraway, Sr.– Precinct 4 to adopt a resolution proclaiming February 22, 2025, as "Pastor DeMarcus M. Pierson Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

FIRE MARSHAL

4. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the acceptance of a \$2,895 donation from the Kim Hawkins Family for the purchase of a Firepup costume and approve budget amendment.
Passed 5-0; Abstain: (None); Absent: (None).

HUMAN RESOURCES

5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 regarding the Smith County Health Plan to incorporate International Rx for specialty medications.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

6. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
 - a. RB-17-25 Seal Coat Program,
 - b. RB-18-25 Road Improvements to CR 178 (FM 2868 to CR 168), and
 - c. RB-19-25 Road Improvements to CR 411 (IH 20 to FM 849).*Passed 5-0; Abstain: (None); Absent: (None).*

INFORMATION TECHNOLOGY

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a purchasing agreement with Motorola Solutions, Inc. via the State of Texas DIR contract for electronic ticketing for a total of \$105,661.17 over five years and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the purchase of FARO Tech software and equipment from FARO Technologies, Inc. for a total of \$117,820.49, approve a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024(a)(7) and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

9. ****Passed on item, resumed voting after agenda item 13**, Consider and take necessary action to approve the Smith County Sheriff's Office to apply for the Rifle-Resistant Body Armor Grant Program for FY 2026 through the Governor's Office and authorize the county judge to sign all related documentation.
Passed 0-0; Abstain: (None); Absent: (None).

ROAD AND BRIDGE

10. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve an Interlocal Cooperation Agreement for Stormwater Management between the City of Tyler and Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

FCIC

11. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve an updated lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing, for FCIC vehicles and authorize the county judge to sign all necessary documentation.
Passed 5-0; Abstain: (None); Absent: (None).

TAX OFFICE

12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve tax refunds in excess of \$2,500, pursuant to Texas Tax Code 31.11 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

COUNTY COURT AT LAW #3

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve the County Court at Law #3 Judge, one time exception, request to increase pay by \$7,172 based on the level of experience.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the Smith County Sheriff's Office to apply for the Rifle-Resistant Body Armor Grant Program for FY 2026 through the Governor's Office and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

CONSTABLE – PCT 5

14. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve a lease agreement for 60 months between Axon Enterprise, Inc. and Smith County utilizing Buyboard Contract 698-23 for Constable Precinct 5, with an annual cost of \$3,899.52, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COMMISSIONERS COURT

15. Receive monthly reports from Smith County departments.
No Action Necessary.

ROAD AND BRIDGE

16. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the:

- a. Re-Plat for Circle R Ranch, Lots 2 and 3, Precinct 3;
- b. Final Plat for the Pautsky Subdivision, Precinct 3;
- c. Final Plat for the William Short Subdivision, Precinct 2; and
- d. Re-Plat for Wild Estates, Unit II, Precinct 3.

Passed 5-0; Abstain: (None); Absent: (None).

17. Receive pipe and/or utility line installation request (notice only):

- a. County Road 383, Texas Land Company, install water line, Precinct 3;
- b. County Road 1143, CenterPoint Energy, install service line, Precinct 4;
- c. County Road 24, 25, 2208, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3;
- d. County Road 21, 23, 26, 234, 2265, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3;
- e. County Road 246 S, Charter-Spectrum, install pole with power supply, Precinct 2;
- f. County Road 370, 3100, 3101, Charter-Spectrum, install underground fiber optic cable with vaults, Precinct 3; and
- g. County Road 38, 391, 392, 3174, 396, 395, Charter-Spectrum, install aerial and underground fiber optic cable with vaults and pedestals, Precinct 3.

No action necessary.

AUDITOR'S OFFICE

18. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None).

Commissioners Court recessed Open Session at 10:48AM and went into Executive Session.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.074 PERSONNEL MATTERS
SECTION 551.071 CONSULTATION WITH ATTORNEY


19. Deliberation and consultation with attorney regarding the appointment, employment, assignment, duties, and complaints regarding public officers or employees.

Commissioners Court closed Executive Session at 11:29 AM and reconvened Open Session.

ADJOURN: 11:29AM

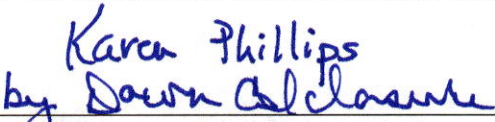
Meeting adjourned by County Judge Neal Franklin.

Date: 3/13/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for February 11, 2025.


KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

3/14/25
Date





8-25
**COMMISSIONERS COURT
MINUTES
February 25, 2025**

On Tuesday, February 25, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

-Jalam Lewis

V. PUBLIC COMMENT

-Bob Brewer #7, Thomas Fabry #12 & #15

OPEN SESSION: 9:30 AM

PRESENTATIONS

1. Receive presentation of employee recognitions, longevity certificates and service pins.
No action necessary.
2. Receive annual Sequential Intercept Model (SIM) update from the Andrews Center.
No action necessary.
3. Receive presentation and financial update from the Tyler Economic Development Council (TEDC).
No action necessary.

4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to receive presentation and plaque donation from the Alamo Letter Society.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

Motion made by Commissioner Ralph Caraway, Sr – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the Sheriff's Office bookkeeper a one-time exception request to increase pay by \$3,995, based upon level of experience.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

5. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to reappoint a Smith County representative to serve on the Northeast Texas Regional Mobility Authority (NET RMA) Board of Directors, to serve a two-year term beginning February 1, 2025, and ending January 31, 2027.
Reappointed Marcia Daughtry
Passed 5-0; Abstain: (None); Absent: (None).

FIRE MARSHAL

6. Motion made by Commissioner Ralph Caraway, Sr – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to allow the Emergency Management Coordinator to apply for grant number 5487901 and grant number 5489601, related to emergency management through the East Texas Council of Governments and allow the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

ELECTION'S OFFICE

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the following Facility Use Agreements for 2025:
 - a. Bullard Southern Baptist Church,
 - b. Cameron - J. Jarvis Troup Municipal Library,
 - c. Tyler Fire Department Station #2,
 - d. First Christian Church,
 - e. The Heritage Building,
 - f. Hideaway Member Services Building,
 - g. Kinzie Community Center,
 - h. Lanes Chapel Methodist Church,
 - i. Tyler ISD's Clarkston Elementary School and Jones/Boshears Elementary School,
and
 - j. Winona Community Center.*Passed 5-0; Abstain: (None); Absent: (None).*

8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the May 3, 2025, Election and authorize the county judge to sign all related documentation:

- a. City of Bullard,
- b. Bullard ISD,
- c. City of Hideaway,
- d. Lindale ISD,
- e. City of Troup,
- f. City of Tyler,
- g. Tyler ISD,
- h. City of Winona, and
- i. Winona ISD.

Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

9. ****Moved up and voted on item after item 4**, Consider and take necessary action to approve the Sheriff's Office bookkeeper a one-time exception request to increase pay by \$3,995, based upon level of experience.

Passed 0-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COUNTY CLERK

10. Motion made by Commissioner Ralph Caraway, Sr – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to accept Commissioners Court minutes for January 2025.

Passed 5-0; Abstain: (None); Absent: (None).

11. Receive Commissioners Court recordings for January 2025.

No action necessary.

ROAD AND BRIDGE

12. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to authorize the county judge to sign the:

- a. Re-Plat for Beaver's Den, Lots 1 - 4, Precinct 3, and
- b. L&R 2020 Subdivision, Precinct 3.

Passed 5-0; Abstain: (None); Absent: (None).

13. Receive pipe and/or utility line installation request (notice only):

- a. County Road 411, MetroNET, install aerial fiber optic cable, Precinct 3,
- b. County Road 431, 4137, 4200, MetroNET, install aerial fiber optic cable, Precinct 3,
- c. County Road 461, 431, 492, 4196, MetroNET, install aerial fiber optic cable; Precinct 4,
- d. County Road 378, 384, 385, Charter-Spectrum, install underground fiber optic cable with pedestals, vaults and road bores, Precinct 4,
- e. County Road 246N, 3101, 3120, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3,

- f. County Road 236, 327, 239, 370 and 373, Charter-Spectrum, install underground fiber optic cable with pedestal, vaults and road bores, Precinct 3,
- g. County Road 294, Jackson Water Supply Corporation, install line for service, Precinct 2, and
- h. County Road 223, Jackson Water Supply Corporation, install line for service, Precinct 2.

No action necessary.

AUDITOR'S OFFICE

- 14. Motion made by John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr – Precinct 4 to accept monthly Auditor/Treasurer Report and Executive Summary for January 2025.

Passed 5-0; Abstain: (None); Absent: (None).

- 15. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None).

Commissioners Court recessed Open Session at 10:50AM and went into Executive Session.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.071 – CONSULTATION WITH ATTORNEY

- 16. Deliberation and consultation with attorney regarding appointment of Smith County Treasurer in accordance with Texas Government Local Code, §87.041.

Commissioners Court closed Executive Session at 11:19AM and reconvened Open Session

OPEN SESSION: 11:19AM

- 17. Motion made by County Judge Neal Franklin and seconded by Commissioner John Moore – Precinct 2 regarding the retirement/resignation and appointment of the Smith County Treasurer.

Accepted resignation/retirement letter from Treasurer Kelli White, effective July 31, 2025.

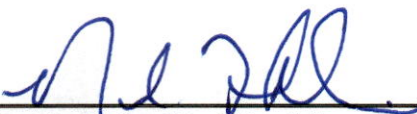
Appointed Atonia Rawlings, effective August 1, 2025.

Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 11:21AM


Meeting adjourned by County Judge Neal Franklin

Date: 3/13/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for February 25, 2025.


KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

3/14/25
Date



11

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/11/2025	Submitted by: Jennafer Bell
Meeting Date: 03/18/2025	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Recordings - February 2025	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Commissioners Court Recordings for February 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

12

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Macmillan
Meeting Date: Weekly	Department: Auditor
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Weekly Bill Pay	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

13

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/13/2025	Submitted by: T. Wilson
Meeting Date: 03/18/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Executive Session - Pending Claims	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: Executive Session: SECTION 551.071 – CONSULTATION WITH ATTORNEY Receive update and deliberation and consultation with attorney regarding pending or contemplated litigation against Smith County, including covered and uncovered claims.	
Background: This item is to update the Commissioners Court of the status of pending legal claims filed against Smith County or filed as a claim with Texas Associations of Counties, including: General Liability, Law Enforcement Liability, Auto Liability, Public Official Liability, and contract disputes.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

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Agenda Item # _____