

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

RECEIVED

APR 25 2019
ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019/2020 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-508070	FM1- Gen Misc	\$5,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509060	FM1- Culverts	\$5,000.00

Tanya J. Johnson
Signature of Department Head

4/24/19
Date Signed

Road & Bridge Pct.1
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2019/2020

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

RECEIVED
APR 30 2019
COUNTY JUDGE

Approved by County Auditor's Office:

DeVonde Spurlak 4/24/19

**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM BUDGET ADJUSTMENT**

RECEIVED

APR 24 2019

**ELLIS COUNTY
AUDITOR**

I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-508070	FM3-GEN/MISC	\$10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-509060	CULVERTS	\$10,000.00



4/24/2019

Signature of Department Head

Date Signed

Road & Bridge #3

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS ___ DAY OF _____, 2019

County Judge

Commissioner Precinct #1

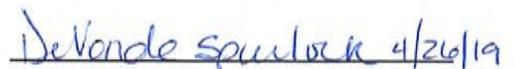
Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

RECEIVED
APR 30 2019
COUNTY JUDGE

Approved by County Auditor's Office:



**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM BUDGET ADJUSTMENT**

RECEIVED

APR 17 2019

ELLIS COUNTY
AUDITOR

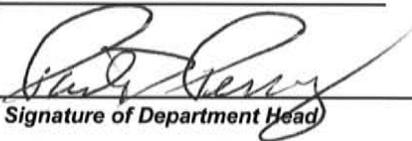
I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-400030	RB3 Road Repairs <i>Misc. Reimbursements</i>	\$260,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-508070	General/Misc	\$260,000.00


Signature of Department Head

Date Signed 4/17/19

Road & Bridge #3
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS ___ DAY OF _____, 2019

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonda Spaulder 4/17/19



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 4/17/19

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

005-0703-400030 Misc. Reimbursements \$260,000.00

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed


Miykael Reeve, CGFO
County Auditor

**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM BUDGET ADJUSTMENT**

RECEIVED

MAY 01 2019

I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
011-0704-508070	FM3 Gen/Misc	\$30,000.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
011-0704-50909	FM3 Repair/Parts	\$30,000.00

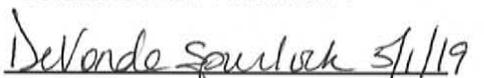
	5/1/2018	Road & Bridge #3
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS ___ DAY OF _____, 2019

_____	County Judge
_____	Commissioner Precinct #1
_____	Commissioner Precinct #2
_____	Commissioner Precinct #3
_____	Commissioner Precinct #4

Approved by County Auditor's Office:

 5/1/19

**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT**

RECEIVED

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

MAY 01 2019

ELLIS COUNTY
AUDITOR

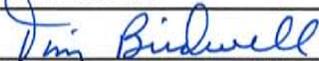
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50802-00000-000-	Equipment	\$1,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50805-00000-000-	Conference	\$1,500.00

Tim Birdwell



Signature of Department Head

5/1/2019

Date Signed

Ellis County Fire Marshal

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2018/2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spurlow 5/1/19

**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT**

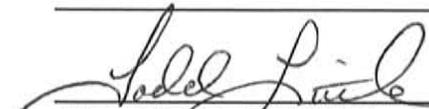
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

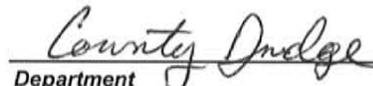
<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0390-508190	Computer	1,029

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0390-508110	Auto Purchase/Ins	29
001-0390-508050	Conference	500
001-0390-506010	TRAVEL REIMBURSEMENT	500


Signature of Department Head

5/1/2019
Date Signed

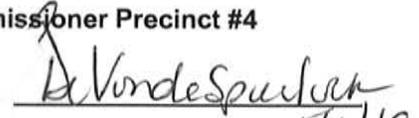

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2019

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:


5/1/19

RECEIVED
MAY 02 2019
COUNTY JUDGE

**ELLIS COUNTY BUDGET
 2018/2019 LINE ITEM ADJUSTMENT**

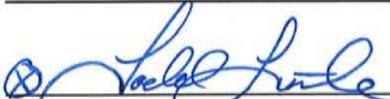
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0140-505600	Compens/Fringe Liab/ Staffing	12,108.69

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0230-505020	Salary	10,203.81
001-0230-505530	Soc Sec	780.59
001-0230-505540	Retirement	1,124.29


 Signature of Department Head

5/2/2019
 Date Signed

Purchasing
 Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2018/2019

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office: 



CONSENT AGENDA ITEM SP-1
Ellis County Commissioners' Court
May 7, 2019



SHORT TITLE:

Simplified Plat – Houston Meadows
Parcel ID – 274604

LEGAL CAPTION:

Consider & act upon a simplified plat of Houston Meadows. The property contains ± 10.10 acres of land in the J. Benton Survey, Abstract No. 39 located on the north side of Old Maypearl Road ± 2,880 feet west of S. Oak Branch Road, Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

Dennis Little



PURPOSE:

The applicant is requesting to subdivide this property into two (2) lots for proposed residential uses.



HISTORY:

No subdivision history exists for this site. An adjacent property to the west was recently platted into four (4) lots as part of the Houston Hills subdivision.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan: N/A

Water Provider:

Buena Vista Bethel SUD is the water provider in this area. Per the Water Utility Endorsement Form submitted to staff, there is currently a 6-inch waterline line along Old Maypearl Road that can support these lots for development.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this request, as presented.



**DEPARTMENT OF DEVELOPMENT
Ellis County**

✉: dod@co.ellis.tx.us
☎: 972-825-5200
🌐: co.ellis.tx.us/dod



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



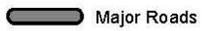
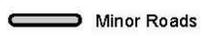
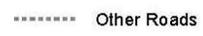
ATTACHMENT NO. 1 – LOCATION MAP

Name: **Houston Meadows SP**
 Case Number:
 Parcel ID: **274604**

Department of Development
 Case Location Map
 Date Printed: **4/24/2019**




 **Cases**

-  PARCELS
-  CITY
-  Major Roads
-  Minor Roads
-  Other Roads



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.
Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US



CONSENT AGENDA ITEM SP-2

Ellis County Commissioners' Court

May 7, 2019



SHORT TITLE:

Simplified Plat – Hidden Falls Addition
Parcel ID – 180909

LEGAL CAPTION:

Consider & act upon a simplified plat of Hidden Falls Addition. The property contains ± 20.944 acres of land in the I. Glaze Survey, Abstract No. 397, BBB & CRR Survey, Abstract No. 175, and the S. Wilson Survey, Abstract No. 1141 located on the north side of Youngblood Road ± 2,700 feet east of Gibson Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT:

Dennis Little



PURPOSE:

The applicant is requesting to subdivide this property into four (4) lots for proposed residential use.



HISTORY:

The City of Waxahachie City Council approved this plat at its April 15, 2019 meeting. No subdivision history exists for this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The currently-adopted Thoroughfare Plan classifies Youngblood Road as an existing minor arterial road with proposed right-of-way of 80-100 feet. This plat is showing half of the required dedication. By approving this plat, 45 feet along Youngblood Road will be dedicated as public right-of-way.

Water Provider:

Rockett SUD is the water provider in this area. Per the Water Utility Endorsement Form submitted to staff, there is currently a 6-inch waterline line along Youngblood Road that can support these lots for development.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us

📞: 972-825-5200

🌐: co.ellis.tx.us/dod



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this request, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

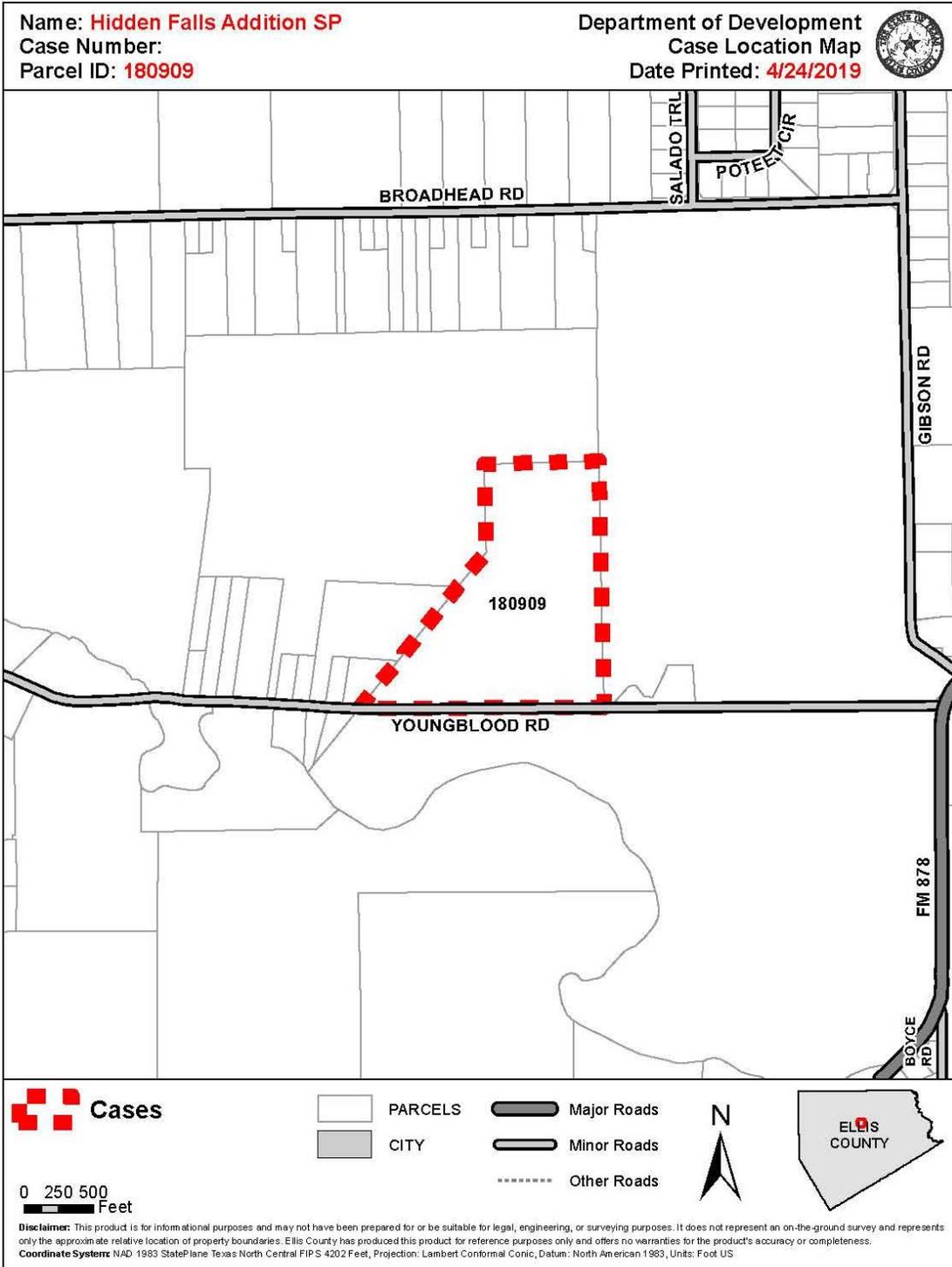


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1 – LOCATION MAP



-96.780850 32.412624 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/24/2019 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOT Case Location.mxd



CONSENT AGENDA ITEM SP-4

Ellis County Commissioners' Court
May 7, 2019



SHORT TITLE:

Simplified Plat – Cowboy Acres, Lots 1-4, Block 1
Parcel ID – 194702

LEGAL CAPTION:

Consider & act upon a simplified plat of Cowboy Acres, Lots 1-4, Block 1. The property contains ± 9.4184 acres of land in the in the Ellis County School Land Survey, Abstract No. 328, located south of East Pecan Tree Road ± 1125 feet west of Onion Creek Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

William Collard on behalf of Kevin and Cherissa Smith



PURPOSE:

The applicant is requesting to subdivide a portion of this property into four (4) lots. The remaining 18.2216 acres are not included as a part of this Simplified Plat as it is over ten (10) acres.



HISTORY:

No subdivision history exists for this site. The Waxahachie City Council approved this plat at their meeting on February 4, 2019.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan: N/A.

Water Provider:

Nash Forrester WSC is the water provider in this area. Per the Water Utility Endorsement Form submitted to staff, there is currently a 6-inch waterline line along East Pecan Tree Road that can support these lots for development.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this request.



**DEPARTMENT OF DEVELOPMENT
Ellis County**

✉: dod@co.ellis.tx.us

☎: 972-825-5200

🌐: co.ellis.tx.us/dod



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

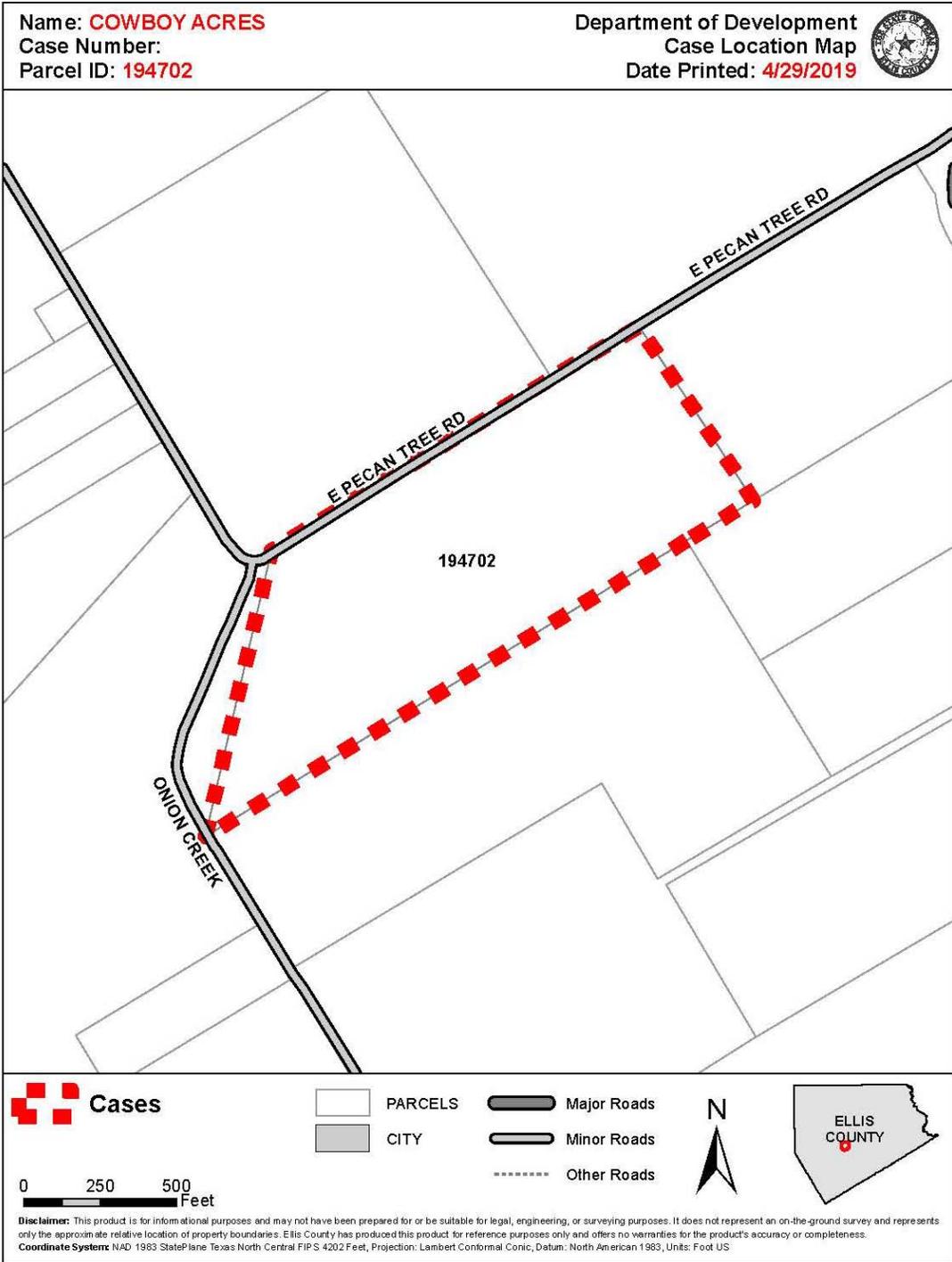


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1 – LOCATION MAP





AGENDA ITEM 1.1

Ellis County Commissioners' Court
May 7, 2019



SHORT TITLE:

Final plat of Ike Farms, Phase 1.

LEGAL CAPTION:

Consider & act upon a final plat of Ike Farms, Phase 1. The property contains a total of ± 19.483 acres of land in the T. Jackson Survey, Abstract No. 574 located at the southwest corner of Ike Road and FM 878 in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT:

Tim Cummings



PURPOSE:

The applicant is requesting to subdivide this property into sixteen (16) residential lots in unincorporated Ellis County. The remaining 100 + acres will be platted later with future phases.



HISTORY:

The City of Waxahachie approved this final plat at its City Council meeting on April 15, 2019. There is no other subdivision history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are no thoroughfares within this phase of Ike Farms. Future phases will incorporate elements of the County's adopted Master Thoroughfare Plan at such time.

Water Provider:

Rockett SUD is the water provider in this area. Per the Water Utility Endorsement Form submitted, there is currently a 8-inch waterline line along Ike Road that can support these lots for development.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Final Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us

☎: 972-825-5200

🌐: co.ellis.tx.us/dod



RECOMMENDATION:

Staff recommends **approval** of this final plat, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

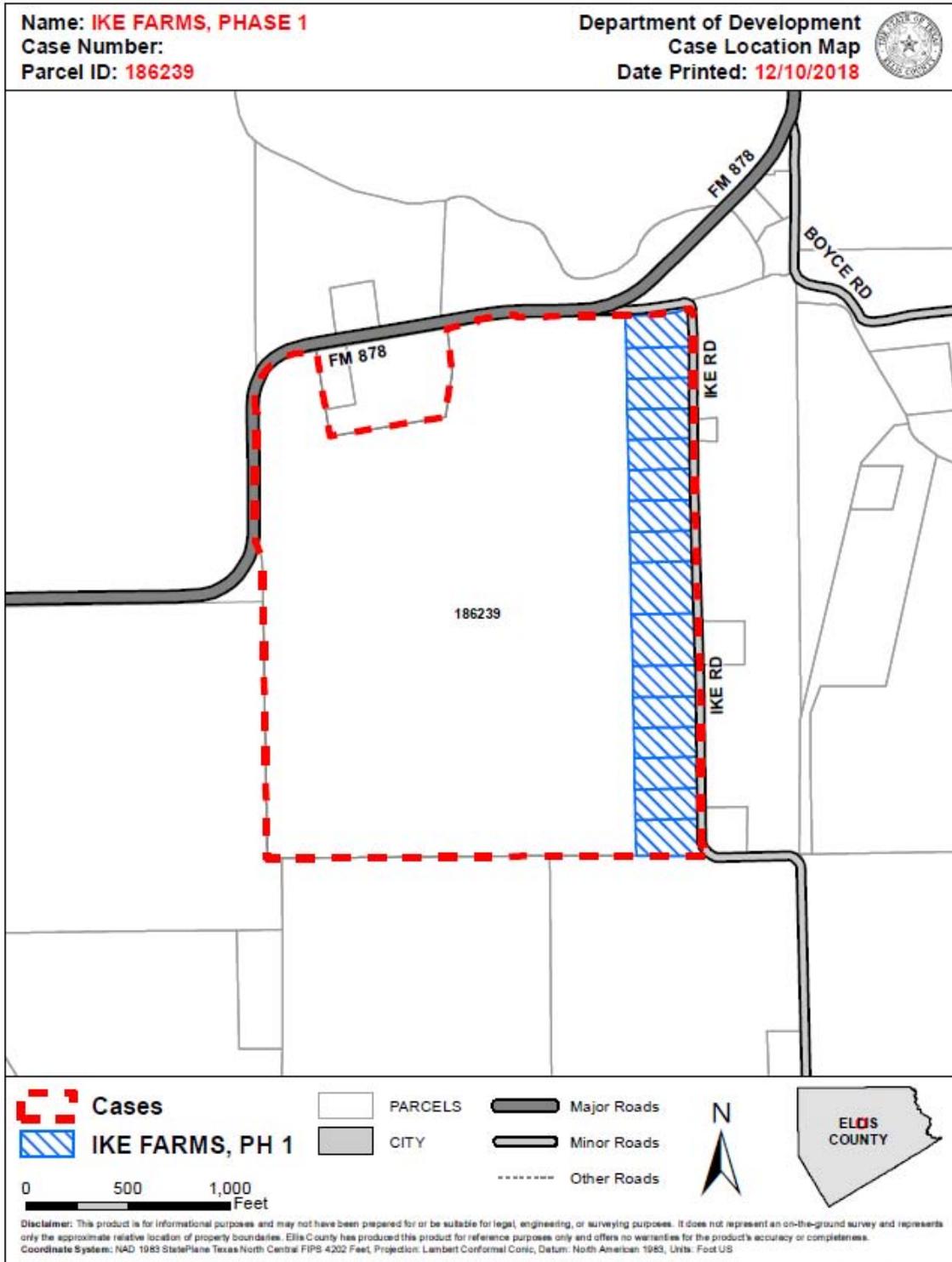


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1 – Location Map



Estimate

Don Smith Concrete LLC.

Estimate #DSC20378

5 items

Estimate

Total

\$13,062.50

Financing available - Pay over time with low fixed monthly payments



ESTIMATE ACTIONS

E. Highland (North Farmer)

Please review and approve your estimate.

Approve estimate

[Have questions? Send me a message](#)

ESTIMATE SUMMARY

5 items

Description	Amount
ALL LABOR MATERIAL EQUIPMENT AND SUPERVISION TO PLACE AND FINISH .5" CONCRETE APPROACH 3000PSI #3 24" OC 260 x \$12.50	3,250.00
	2,125.00

ALL LABOR MATERIAL EQUIPMENT AND SUPERVISION TO PLACE
 AND FINISH .5" CONCRETE APPROACH 3000PSI #3 24" OC
 170 x \$12.50

ALL LABOR MATERIAL EQUIPMENT AND SUPERVISION TO PLACE
 AND FINISH .5" CONCRETE APPROACH 3000PSI #3 24" OC
 182 x \$12.50

2,275.00

ALL LABOR MATERIAL EQUIPMENT AND SUPERVISION TO PLACE
 AND FINISH .5" CONCRETE APPROACH 3000PSI #3 24" OC
 218 x \$12.50

2,725.00

ALL LABOR MATERIAL EQUIPMENT AND SUPERVISION TO PLACE
 AND FINISH .5" CONCRETE APPROACH 3000PSI #3 24" OC
 215 x \$12.50

2,687.50

Subtotal

13,062.50

TAX 0 %

0.00

Total

13,062.50

Total (USD)

\$13,062.50

 estimate_DSC20378.pdf



Ellis County
 The Historical Courthouse
 101 W. Main St., #203
 Waxahachie, TX 75165
 972-825-5370

REQUEST FOR TRANSFER

FROM:

TO:

PURCHASING DEPARTMENT USE
AGENDA ITEM & DATE

BARCODE NUMBER	ITEM DESCRIPTION	VIN NUMBER	MILEAGE/HOURS	SEIZED/FORFEITED

*If a county asset requires to be transferred to surplus or reallocated, transfer must be presented to Purchasing placed on Commissioners Court agenda.

*If the item listed is a seized or forfeited item offered to you by the Ellis County Sheriff's Office for use by you and your employees in conducting county business, the item must be return to the Sheriff's Office in good working condition. As a seized or forfeited item, there are procedures and reporting requirements that receiving office must maintain. As a result of these procedures, you must agree to return the item to the custody of the Sheriff's Office once you are finished with its use.

If you chose to take possession of the vehicle/equipment, your responsibilities are as follows:

- 1) Apply appropriate decals from your department to the vehicle
- 2) Maintain insurance on the vehicle
- 3) Maintain the vehicle mechanically
- 4) Maintain a current registration and state inspection of the vehicle
- 5) Item must be returned to the Sheriff Office in clean, working condition.
- 6) If any damage to the item while in your care, you must notify Sheriff's Office as soon as possible.

COMMISSIONER COURT APPROVAL SIGNATURE:

DATE SIGNED:

FROM OFFICE/DEPARTMENT SIGNATURE:

DATE SIGNED:

TO OFFICE/DEPARTMENT SIGNATURE:

DATE SIGNED:

Always so
GRATEFUL





**DALLAS/
FT. WORTH LITE &
BARRICADE**
WWW.DLBINC.NET 1.800.755.5791

Sales Order B87155

Order Date 05/02/19

Job #:

Bill To:

ELLIS COUNTY ROAD & BRIDGE-PRECT 3
P O BOX 396
ITALY, TX 76651

Ship To:

CUSTOMER PICK UP
DALLAS, TX

Order by: LANE GRAYSON
972/226-0287

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Taken By	Salesperson	Ref No.
000193	CPU	ORIGIN	Net 10 Days	QUOTE	JH2	JH2	

Qty. Ordered	Qty Shipped	Back Ordered	Item Number	UoM	Req Date	Unit Price		Extended Price
						Discount %	Tax	
1			10002-TL2-12TA SCORPION TL2 w/12 VOLT ELECT SYSTEM, AUTO BREAKAWAY BREAK SYSTEM, SAFETY CABLES & STANDARD REF SHEETING		05/02/19	12704.00	N	12704.00

All accounts payable in Dallas County, Texas. All terms are net 10 days. If the customer does not fulfill the obligations of this contract, then the customer is responsible for reasonable collection/attorney fees associated with settling the account. The customer may also be liable for interest at the maximum rate permitted by applicable Texas law. All items returned are subject to a 15% restocking fee. Terms and conditions of the Credit Application apply. Dallas/Ft Worth Lite & Barricade, Inc's (DLB) liability shall extend only to the warranty upon acceptance of the product. The customer has purchased the items. DLB warrants its workmanship for 30 days, and warrants the product to the extent of the manufacturer's honored warranty. Any modifications, vandalism, or physical damage to the product may void the warranty. DLB warrants that the product meets or exceeds the T.M.U.T.C.D. specifications where applicable. Payment of the invoice, or receipt of product by any customer employee regardless of signature constitutes acceptance of this agreement.

Non Taxable Subtotal	12704.00
Taxable Subtotal	0.00
Tax	0.00

Delivered by _____ Rcvd by _____
Date/Time _____ Name _____

Total Order	12704.00
-------------	----------



**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT
FOR DETENTION SERVICES
BETWEEN
THE COUNTY OF ELLIS AND THE CITY OF WAXAHACHIE**

WHEREAS: the hereinafter described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS: such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Inter-local Cooperation Act of the State of Texas; and

WHEREAS: the functions or services contracted for and to be provided by this agreement are within the definition of "Governmental function and services as defined by Section 791.003 of the Government Code; and

WHEREAS: the function or services contracted to be provided are functions or services that each party to the contract is authorized to perform individually; and

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

The County of Ellis of the State of Texas (hereinafter, COUNTY) shall be the party providing the function or service; to wit, detention services.

The City of Waxahachie, of the State of Texas (hereinafter, CITY) shall be the party receiving the function or services and providing the consideration for such function or services.

Both parties acknowledge, understand and agree in reference to this agreement, the following:

1. That COUNTY shall provide housing to inmates of CITY who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to CITY by COUNTY providing housing of Class C misdemeanor inmates shall be \$60 per day.
3. That a day, for purposes of this agreement, shall include any part of a day beginning at 12:01 a.m. and ending at midnight of the same calendar day.
4. That the COUNTY by and through the Ellis County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing health care supplies for the inmate as needed.

5. That the transportation of an inmate housed under the terms of this agreement to and from the Wayne McCollum Detention Center will be the sole responsibility of CITY.
6. That the CITY shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Ellis County Sheriffs personnel.
7. That the arresting agency of CITY shall provide the Ellis County Sheriffs Detention staff with a copy of the commitment order for the inmate and a copy of the judgment of the Court of the indigence hearing on the inmate wherein the inmate was found not to be indigent prior to the time or simultaneous with the time said inmate is delivered to the Wayne McCollum Detention Center.
8. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the CITY agrees to pay for all expenses, including any medical or dental expenses, of an arrestee up until such arrestee is actually incarcerated in the Wayne McCollum Detention Center. The CITY also agrees to guard their arrestee during such arrestee's hospitalization prior to actual physical delivery for incarceration in the Wayne McCollum Detention Center. Once an arrestee is actually incarcerated in the Wayne McCollum Detention Center, the CITY agrees to pay the expenses of an inmate as agreed to herein this agreement.
9. That any inmate detained under this agreement shall undergo a medical screening process prior to acceptance into the Wayne McCollum Detention Center. Any prospective inmate found to be in immediate need of medical care by the intake officer will be rejected for admission. Regardless of any statutory provision, all emergency medical services required for an inmate being held for CITY will be the sole responsibility of CITY. If an inmate shall make a medical call to see a doctor, then CITY shall be billed for the actual cost of such medical call plus the cost of transporting the inmate to and from the location to provide that inmate with medical or dental services in an amount of \$0.32 per mile. Medical calls that require only the staff nurse on duty at the Wayne McCollum Detention Center will be provided as part of the service provided by COUNTY. In the event a medical emergency shall require transportation of the inmate to the hospital emergency room or confinement in the hospital, the detention personnel of COUNTY shall provide security on a temporary basis, not to exceed eighteen (18) hours. It shall be the responsibility of CITY to provide security for any inmate being held at the hospital for which CITY is financially responsible under the terms of this agreement within a reasonable time period that must begin no later than eighteen (18) hours from the inmate being delivered to the hospital. All emergency medical cost or other medical cost shall be the responsibility of CITY. Determination of the need to seek medical attention shall be made by COUNTY without any requirement for consultation with CITY prior to the time such medical service is required.
10. That the CITY shall indemnify and agree to hold harmless COUNTY for any loss which may occur to COUNTY while housing any inmate under this agreement except for acts or omissions of COUNTY which are intentional or grossly negligent.

11. The CITY agrees that is shall pay monthly to COUNTY as billed for services rendered under the terms of this agreement.

12. The parties agree that this inter-local agreement shall continue in force indefinitely. Said contract shall continue until such time as it shall be canceled or modified by either party. Either party may cancel this agreement upon one hundred eighty (180) days written notice to the other for any reason or cause or without cause

EXECUTED in triplicate this, the _____ day of _____, 2019.

Todd Little
COUNTY JUDGE, ELLIS COUNTY, TEXAS

Pursuant to minute order _____

Attest:

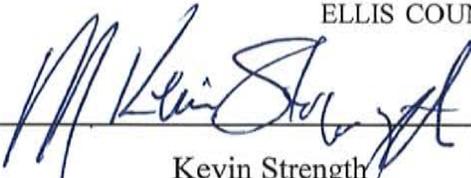
Approved:

Krystal Valdez
ELLIS COUNTY CLERK



Chuck Edge
ELLIS COUNTY SHERIFF





Kevin Strength
MAYOR, CITY OF WAXAHACHIE, TEXAS



Amber Villarreal
ASSISTANT CITY
SECRETARY

Approved:


Wade Goolsby
CHIEF OF POLICE



TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501(c)(3) organization

P.O. Box 1030
Elgin, Texas 78621

Phone: 512-281-5400 • 1-877-7 POLICE • Fax: 512-281-2240

E-Mail: info@tpcaf.org • Web Page: www.tpcaf.org

Chief James McLaughlin, Jr. (Ret.)
GENERAL COUNSEL -
EXECUTIVE DIRECTOR

CHAIR:

CHIEF BARBARA CHILDRESS (RET.)
Richland Hills Police Department

VICE-CHAIR:

CHIEF REX HOSKINS
Decatur Police Department

SECRETARY:

CHIEF G.M. COX (RET.)
Murphy Police Department

TREASURER:

CHIEF YOST ZAKHARY (RET.)
Woodway Police Department

BOARD MEMBERS:

CHIEF ROBERT BURBY (RET.)
Texas City Police Department

CHIEF JOHN R. CHANCELLOR
Blinn Colleges, Brenham

CHIEF GENE ELLIS
Belton Police Department

CHIEF BRIAN FRIEDA
Sweetwater Police Department

CHIEF MICHAEL R. GENTRY (RET.)
Harker Heights Police Department

CITY MANAGER MARK R. HAFNER
City of Keller

CHIEF TODD HUNTER
Kilgore Police Department

GARY D. JOHNSON
ASSISTANT CITY MANAGER
City of Roanoke

CHIEF GREGORY W. RUSHIN
Plano Police Department

HAL SARGENT
Brinkley Sargent Wiginton Architects
Dallas, Texas

CHIEF STAN STANDRIDGE
Abilene Police Department

CHIEF JOHN M. YOUNG, JR. (RET.)
Kerrville Police Department

April 11, 2019

Sheriff Charles "Chuck" Edge
Ellis County Sheriff Office
300 S. Jackson Street
Waxahachie, TX 75165

Dear Sheriff Edge:

Please find enclosed a contract for the Texas Police Chiefs Association Foundation Recognition Program. Please sign as the Sheriff of your department and obtain the signature of your County Judge or other appropriate County official. Return the original to us and retain a copy for your records.

Also please include the appropriate fee based on the number of sworn officers as indicated in the contract. This is an annual fee.

We appreciate your involvement in the Program and your dedication to improving the professionalism of law enforcement in Texas. If you have any questions please let me know.

Sincerely,

James McLaughlin, Jr.

Enclosure

Texas Police Chiefs Association Foundation

RECOGNITION AGREEMENT

This Agreement is entered into between the Ellis County Sheriff Office, a duly constituted Texas Law Enforcement Agency (hereafter referred to as the "Applicant") and the Texas Police Chiefs Association Foundation (hereafter referred to as "TPCAF").

WITNESSETH

The Applicant and TPCAF, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid TPCAF by the Applicant herein specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein. Therefore, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement (a) by assessing the Applicant's compliance with the "Best Practices" established by TPCAF in order for TPCAF to determine if the Applicant is eligible for Recognition Status; and (b) by maintaining compliance with those "Best Practices" by which they were recognized until the agency obtains recognized status again.

1.2 Unless specifically stated otherwise, all terms and conditions stated in this Agreement apply to initial recognition and any subsequent recognition. The Applicant is responsible for complying with all terms and conditions of this Agreement during the recognition process.

2. DEFINITIONS:

The following definitions apply to terms used in this Agreement:

2.1 Recognition Committee: A committee appointed and empowered by TPCAF to develop, revise and interpret recognition "Best Practices" standards, as well as grant or deny recognition to Applicants.

2.2 Recognized Status: Certification from TPCAF that the Applicant is in compliance with all applicable "Best Practices."

2.3 Evaluators: Individuals appointed by Recognition Committee, who will assist the Applicant in the Recognition process and review the Applicant's compliance with all "Best Practices," observe the Applicant's operations, and report their findings to the Recognition Committee.

2.4 "Best Practices": A list and description of Texas law enforcement practices and or policies that TPCAF determined to represent "Best Practices" for agencies to comply with.

3. APPLICANT RESPONSIBILITIES:

The Applicant agrees to:

3.1 Provide all information, using its best and honest judgment in good faith, requested by TPCAF;

3.2 Provide all documents, files, records, and other data as required by TPCAF so far as the same may be provided in accordance with laws, regulations and ordinances of the State of Texas and of Applicant; Applicant's agreement in this section 3.2 to provide such documents, files, records, and other data and Applicant's agreement in section 3.1 to provide such information is not an agreement to provide any information that would be confidential under the Texas Public Information Act or protectable under the Texas Public Information Act without full compliance with the terms of the Texas Public Information Act;

3.3 Conduct a self-assessment as to the degree of compliance with "Best Practices" that pertain to Applicant functions and provide full and accurate results thereof to TPCAF;

3.4 Provide one or more persons to assist TPCAF's representatives, hereafter referred to as the "Evaluator" in making the necessary inquiries and assessments of Applicant information relative to compliance with the "Best Practices," provide access to files and records, and provide necessary facilities that are requested by the Evaluators; and

3.5 Respond to all recognition-related communications from TPCAF within ten (10) business days from receipt thereof.

3.6 The head of the law enforcement agency covered by this Agreement must be an active member in good standing of the Texas Police Chiefs Association at the time of application and maintain that membership for the duration of the Agreement.

4. TPCAF'S RESPONSIBILITIES:

TPCAF agrees to:

4.1 Provide necessary documentation, forms and instructions regarding the recognition process;

4.2 Provide Evaluators for the purpose of conducting an on-site assessment as to the Applicant's compliance with applicable "Best Practices" and provide an Evaluator to assist the Applicant with the recognition process;

4.3 Promptly analyze all compliance data and advise the Applicant of (a) any need for additional information, and (b) the results of the on-site assessment;

4.4 Assess all compliance data against the "Best Practices" and certify the Applicant as Recognized if the applicable "Best Practices" are met and compliance is accepted by the Recognition Committee;

4.5 If the Applicant is recognized, provide suitable indicators of recognition as determined by TPCAF.

4.6 Following a review of compliance with the applicable "Best Practices," if the Applicant is not recognized by TPCAF at the time of review, the Applicant will be notified with the reasons for such determination within thirty (30) days.

5. TIME PERIOD COVERED BY THIS AGREEMENT:

5.1 This Agreement shall take effect when the Agreement is properly executed by the Applicant and TPCAF's authorized representative sign the Agreement.

5.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Failure to achieve recognition within twenty-four (24) months of TPCAF's acceptance of this Agreement except as provided in Section 5.3; or
- (b) Upon written notice by the Applicant that the Applicant intends to withdraw from the recognition process; or
- (c) Upon termination pursuant to Section 6.2 hereof; or
- (d) Upon notification pursuant to Section 15, that the Applicant cannot maintain compliance with applicable "Best Practices" set forth by TPCAF; or
- (e) Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant's recognition within the time mandated, except that the Agreement may be extended pursuant to Section 5.3; or
- (f) Expiration or revocation of the Applicant's Recognized Status.

5.3 The Applicant may submit a written request to TPCAF to extend this Agreement in order to comply with the applicable "Best Practices" for recognition. The Recognition Committee, in its discretion, may grant an extension.

5.4 The initial Recognition period shall be for forty-eight (48) months from the date the Applicant is approved for Recognition.

5.5 Re-recognition: The Applicant must execute a Re-recognition Agreement at least twelve (12) months prior to the expiration of their Recognized Status. The terms and conditions of re-recognition shall be as agreed upon in the Re-recognition Agreement. Failure to timely execute a Re-recognition Agreement with TPCAF may result in the lapse of the Applicant's Recognized Status.

6. MODIFICATIONS:

6.1 Applicant shall not make any modifications to this Agreement except in writing, signed and agreed to by both parties, and executed with the same formalities as this document.

6.2 The Applicant recognizes and acknowledges that it may be necessary for TPCAF to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the recognition "Best Practices" and procedures thereto. Applicant shall be notified of such modifications and/or amendments in writing. In the event the Applicant refuses or is unable to comply with any modifications or amendments, TPCAF reserves the right to terminate this Agreement after due consideration thereof by giving written notice as required by Section 17. Applicant will be given reasonable opportunity to justify Applicant's inability to adopt any or all modifications or amendments prior to TPCAF terminating this agreement.

6.3 Applicant must utilize the most current edition of the TPCAF "Best Practices" Manual at the time of signing this Agreement.

7. TIME AND MANNER OF PAYMENT:

7.1 The Applicant must remit the first year's fee, as shown in 7.1(a), within thirty (30) days of being notified in writing of the acceptance by TPCAF of the Agreement. Annual fees are due on the anniversary date of the Agreement. The amount due is based on the number of sworn

personnel in the Applicant's agency. These fees may be changed by TPCAF after written notification to all Applicants, Recognized and Re-Recognized agencies. This fee is not refundable. Applicant understands and agrees that payment of any fee or expenses does not insure in any way or manner that Applicant will become or remain a Recognized agency.

7.1(a) Annual Fee Schedule:

Number of Sworn Personnel:

1-10	\$ 350.00
11-25	\$ 500.00
26-50	\$1,200.00
51-100	\$1,600.00
101-200	\$2,000.00
201 or more	\$2,400.00

7.2 Applicant agrees to pay for reasonable costs incurred by TPCAF for on-site assessment. This includes travel, lodging, meals and any other necessary incidentals to the on-site assessment.

8. NEWS RELEASES:

8.1 TPCAF shall have the right to identify the Applicant in a news release and any publicity program that TPCAF deems appropriate after the Applicant's on-site review has been completed and the Applicant has obtained Recognized status.

8.2 The Applicant shall provide TPCAF with a copy of all its news releases or publicity material concerning its recognition activities.

9. TPCAF AS AN INDEPENDENT CONTRACTOR:

In all matters pertaining to this Agreement, TPCAF shall be acting as an independent contractor and neither TPCAF nor any officer, employee or agent of TPCAF will be deemed an employee of the Applicant. The selection and designation of the personnel of TPCAF, as it relates to performance of its responsibilities under this Agreement, shall be made by TPCAF.

10. INDEMNIFICATION:

To the extent allowed by Texas law, the Applicant shall indemnify and hold harmless TPCAF, its officers, Evaluators, employees, volunteers and agents from any and all liability, loss or damage, including costs of defense and reasonable attorney's fees, which may be suffered or incurred as a result of claims, demands, suits or actions arising out of or relating to the performance of either party under this Agreement or by the adoption or use by Applicant of "Best Practices." This indemnification shall not apply to any claims based on TPCAF's intentional wrongdoing or gross negligence in its performance under this Agreement.

11. INTEGRATION:

This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

12. SEVERABILITY:

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

13. WARRANTY NOT INTENDED OR IMPLIED:

It is understood that TPCAF's award of recognition does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable "Best Practices" and further, that it is not a substitute for the Applicant's ongoing and in depth monitoring and evaluation of its activities and quality of its services.

14. APPLICABLE LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Texas.

15. MAINTAINING THE APPLICANT'S RECOGNIZED STATUS:

15.1 If the Applicant is awarded Recognized Status by TPCAF, the Applicant agrees to remain in compliance with those "Best Practices" under which recognition is awarded. After an award of recognition, the Applicant agrees to (a) file an annual report that certifies its continuing compliance on a form approved by TPCAF and (b) promptly notify TPCAF when it cannot or chooses not to maintain compliance with "Best Practices" under which it was recognized.

15.2 If TPCAF has determined that reasonable grounds exist to believe that an agency is not in compliance with the applicable "Best Practices" under which recognition was awarded, TPCAF may require an on-site review (full or partial) at any time during the Applicant's recognition period at the Applicant's expense. TPCAF may revoke recognized status if the review indicates that the Applicant is not in compliance with the "Best Practices" under which it was recognized or may take such other action as TPCAF deems appropriate.

15.3 If an Agency does not apply for Re-Recognition or a Recognized or Re-Recognized Agency notifies TPCAF in writing that they no longer will participate in "Best Practices" or Agreement is terminated under 6.2 or Recognized Status is revoked under 15.2 or the Agency has not paid the required fees in a timely manner the Agency shall remove all signs, symbols, designations or any other indicia of being a Recognized or Re-Recognized agency within thirty (30) days of the end of the Recognized or Re-Recognized Status period or when notified in writing of status being revoked or terminated.

16. WAIVER:

Any waiver by TPCAF of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

17. NOTICE:

Any notice between the parties shall be in writing to the addresses as specified in this Agreement or to such other address as either party may specify in writing in accordance with this section. Notice, with respect to the terms and conditions of this Agreement, to be effective, shall be by registered, certified or express mail.

18. HEADINGS:

The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

19. CONSENT TO BE BOUND:

19.1 The Applicant has read and agrees to and accepts the conditions set forth by TPCAF and its recognition process.

19.2 This Agreement has been approved by all necessary Applicant action and the persons signing on behalf of the Applicant certifies they are duly authorized to sign and bind the Applicant to all terms and conditions. The Head of the Agency making application and the Official Head of the governmental entity responsible for the Agency must sign the Application.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on the ____ day of _____, 20__.

ON BEHALF OF THE GOVERNMENTAL ENTITY:

Signature

Name (typed/printed)

Title

ON BEHALF OF THE AGENCY



Signature
Charles E. Edge

Name (typed/printed)
SHERIFF

Title
ELLIS COUNTY SHERIFF'S OFFICE

Name of Agency
300 S. JACKSON

Address
WAXAHACHIE, TX 75165

City, State, Zip

On Behalf of TPCAF:

DATE: _____

BY: _____

James McLaughlin, Jr.
TPCAF General Counsel and Executive Director
Texas Police Chiefs Association Foundation
P.O. Box 1030
Elgin, Texas 78621

Revised 6-23-15

AIR FORCE CAREER SKILLS PROGRAM (CSP) PROVIDER VETTING CHECKLIST
FOR OFF-BASE PROVIDER AS OF 9 JUL 2018

Checklist Purpose: This checklist is used by the Education and Training Section Chief (E&TS Chief) to approve an Airman's CSP application requested through the Air Force Virtual Education Center (AFVEC). This checklist will assist the E&TS Chief in determining the following:

1. Name of CSP Provider
2. Type of CSP: Apprenticeship, Internship On-the-Job Training
3. When CSP will occur (Start Date / End Date)
4. CSP performance expectations (Type of work to include Airman's requirements)

This checklist will provide the E&TS Chief with details of the CSP to ensure it meets the criteria of Department of Defense (DoDI) 1322.29, *Job Training, Employment Skills Training, Apprenticeships and Internships (JTEST-AI) for Eligible Service Members* and AFI 36-2649_AFGM2018-01, *Voluntary Education Program*. It ensures Airmen acknowledge their eligibility requirements to participate in a CSP. In addition, Airmen must acknowledge that they must maintain contact with their losing command and adhere to Uniformed Code of Military Justice requirements while in the CSP.

It is the Airmen's responsibility to coordinate the completion of this checklist with his/her CSP Provider and submit it with his/her CSP application in AFVEC.

Airman's Name (Printed Legibly): _____

Airman's Approved Date of Separation/Retirement (Last day on Active Duty): _____

Airman's Permanent Civilian Email: _____

Airman's Current Cell Phone Number: _____

Airman: I understand and acknowledge (Please initial):

- My election to participate in this CSP is in accordance with DoDI 1322.29 and the CSP Provider
- I must be within 180-days of my approved Date of Separation (DOS) to be eligible
- I must maintain satisfactory progress and attendance throughout my CSP enrollment period and uphold all military standards and accountability requirements while enrolled
- My participation in this CSP may be terminated at any time for unit/mission requirements or disciplinary reasons
- I cannot use CSP as a way to circumvent Office of Personnel Management hiring laws allowing me to accept a US Federal position immediately upon my DOS
- If I extend or reenlist, I must return to duty immediately
- I am not eligible to receive from the CSP provider: wages, training stipends, or any other form of financial compensation for the time I spend participating in the program
- I will strongly consider all job offers associated with my successful CSP completion
- I will release my contact information to AF personnel who will contact me after my separation/retirement from the service concerning my employment related with my CSP completion
- I agree to complete the CSP Exit Survey in AFVEC after my CSP completion

Member's Signature

AIR FORCE CAREER SKILLS PROGRAM (CSP) PROVIDER VETTING CHECKLIST
FOR OFF-BASE PROVIDER AS OF 9 JUL 2018

1. Airman's Name (Printed Legibly): _____

2. Name of CSP: **Ellis County** _____

3. Type of CSP:

Apprenticeship Internship On-the-Job Training

4. Accrediting or Approving Authority:

<input type="checkbox"/> Department of Veteran Affairs	<input type="checkbox"/> U.S. Department of Labor (DoL)
<input type="checkbox"/> U.S. Department of Education	<input type="checkbox"/> Council on Occupational Education
<input type="checkbox"/> American National Standards Institute	<input checked="" type="checkbox"/> Not Accredited (Internship Only)
<input type="checkbox"/> Federal Law Enforcement Training Accreditation	

5. CSP Provider Information:

The designated CSP provider agrees to comply with Section 201, et seq, United States Code 29, Fair Labor Standards Act, and provisions outlined in DoDI 1322.29, Enclosure 4, dated January 24, 2014.

CSP Provider(s) and Contact Personnel: (Provide contact information for all CSP Partners to include Employer and Institute of Higher Learning (IHL) Point of Contacts (POCs) if different than CSP Provider).

Company Name: **Ellis County** _____

Address: **101 W. Main St, Waxahachie, TX 75165** _____

POC: **Theresa Taylor** _____

Phone Number (including area code): **972-825-5292** _____

Email Address: **theresa.taylor@co.ellis.tx.us** _____

Signature of POC: _____

Date signed: _____

Name of IHL, if applicable: _____

6. Criteria Specific to Internships only: (skip if it is not an internship program)

a. Internships under the JTEST-AI program must meet the criteria for exclusion from Reference (i). These six criteria must be applied when making this determination (Provider must initial each box);

AIR FORCE CAREER SKILLS PROGRAM (CSP) PROVIDER VETTING CHECKLIST
FOR OFF-BASE PROVIDER AS OF 9 JUL 2018

- The internship, even though it includes actual operation of the facilities of the employer, is similar to training which would be given in an educational environment.
- The internship experience is for the benefit of the intern.
- The intern does not displace regular employees, but works under close supervision of existing staff.
- The employer that provides the training derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded.
- The intern is not necessarily entitled to a job at the conclusion of the internship.
- The employer and the intern understand that the intern is not entitled to wages for the time spent in the internship.

b. The proposed internship must be in line with the scope and intent of the respective Service internship programs, including those offered by the Federal Government, States, local governments, the civilian sector, and non-governmental organizations.

Provider signature and date: _____

7. CSP Training Program Dates:

Start Date: 6/10/2019 Finish Date: 8/5/2019 # of Days: 57

8. Physical Address/Location of CSP Provider:

101 W. Main St.

Waxahachie, Texas 75165

9. Overview of program (describe the program and explain type of work or academic instruction that will be needed – detailed input required) – print legibly

Assist in Veterans Affairs office by providing general administrative support

- Answer phones and greet visitors
- File and process veterans claims; ensure that all paperwork is completed and submitted properly
- Enter and retrieve data into/from Veteran's Administration database
- Assists pensioned veterans and widows in completing their annual income and medical expense reporting requirements
- Assists veterans in obtaining admission and treatment in VA facility
- Assists widows and widowers in securing Department of Veteran Affairs death benefits
- Advises veterans on home loans and assists them in obtaining Certificates of Eligibility
- Assists clients regarding veteran's benefits in person, by email, and by telephone
- Determines eligibility for veteran's benefits and assists veterans, spouses, widows/widowers, dependent parents and children of veterans in preparing applications to the Veterans Administration

AIR FORCE CAREER SKILLS PROGRAM (CSP) PROVIDER VETTING CHECKLIST
FOR OFF-BASE PROVIDER AS OF 9 JUL 2018

10. Required physical activities (list any type of physical activity, ability, and safety requirements required for this CSP) – print legibly

- Ability to spend long hours sitting, using office equipment and computers
- Ability to complete repetitive tasks
- Regularly speak clearly so listeners can understand
- Regularly understand the speech of another person
- Frequently bend to file and maintain files
- Occasionally lift 5-40 pounds

11. Days of the week CSP will be conducted. Monday - Friday

12. Beginning/ending times during the week CSP will be conducted. 8:00am - 4:30pm

13. What will the CSP cost the Airman? \$0.00

14. What is/are the expected funding source(s) if the CSP costs the Airman?

- Union Trust Fund
- Federal or State Grant (i.e., U.S. DoL)
- Montgomery GI Bill or Post 9/11 GI Bill
- Airman funding out-of-pocket
- Other funding sources, if required: _____

15. CSP is being conducted:

- Within local area
- Outside local area



4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

April 15, 2019

The Honorable Todd Little, County Judge
Ellis County
101 W. Main Street
Waxahachie, TX 75165

RE: Ellis County
RCSJ 1393-01-018, CCSJ 1393-01-015
FM 308 at Draw (0.3 Mile NW of IH 35E)

Dear Judge Little,

Enclosed for your execution are three "Agreement to Contribute Right of Way Funds (Fixed Price)" agreements for Ellis County, and the project stated above.

Please sign and return the following, for Ellis County, to the address stated below: three original agreements, approval ordinance, and a contribution check. Once final signatures are obtained, the County will have a fully executed agreement returned.

Texas Department of Transportation (TxDOT)
Attention: Jeremy Miller – ROW
4777 US Highway 80 East
Mesquite, Texas 75150-6643

Please understand that TxDOT cannot proceed with ROW acquisition until this process is completed.

If you have any questions, please contact Jeremy Miller at (214) 320-4425.

Sincerely,

DocuSigned by:

E2527653E8DE475...
Mohamed Bur, P.E.
Dallas District Engineer

Attachments
cc: Lezlie Kirby 
Lacey Rodgers, P.E. 

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

County Ellis County
District Dallas
ROW CSJ # 1393-01-018
CCSJ # 1393-01-015
Federal Project #: - - -
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and Ellis County, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 308 from at Draw (0.3 mi NW of IH 35E) to - - -, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Ellis County
 District Dallas
 ROW CSJ # 1393-01-018
 CCSJ # 1393-01-015
 Federal Project #: - - -
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Todd Little, County Judge</u>	Director of Right of Way Division
<u>Ellis County Courthouse</u>	Texas Department of Transportation
<u>101 W Main Street</u>	125 E. 11 th Street
<u>Waxahachie, TX 75165</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

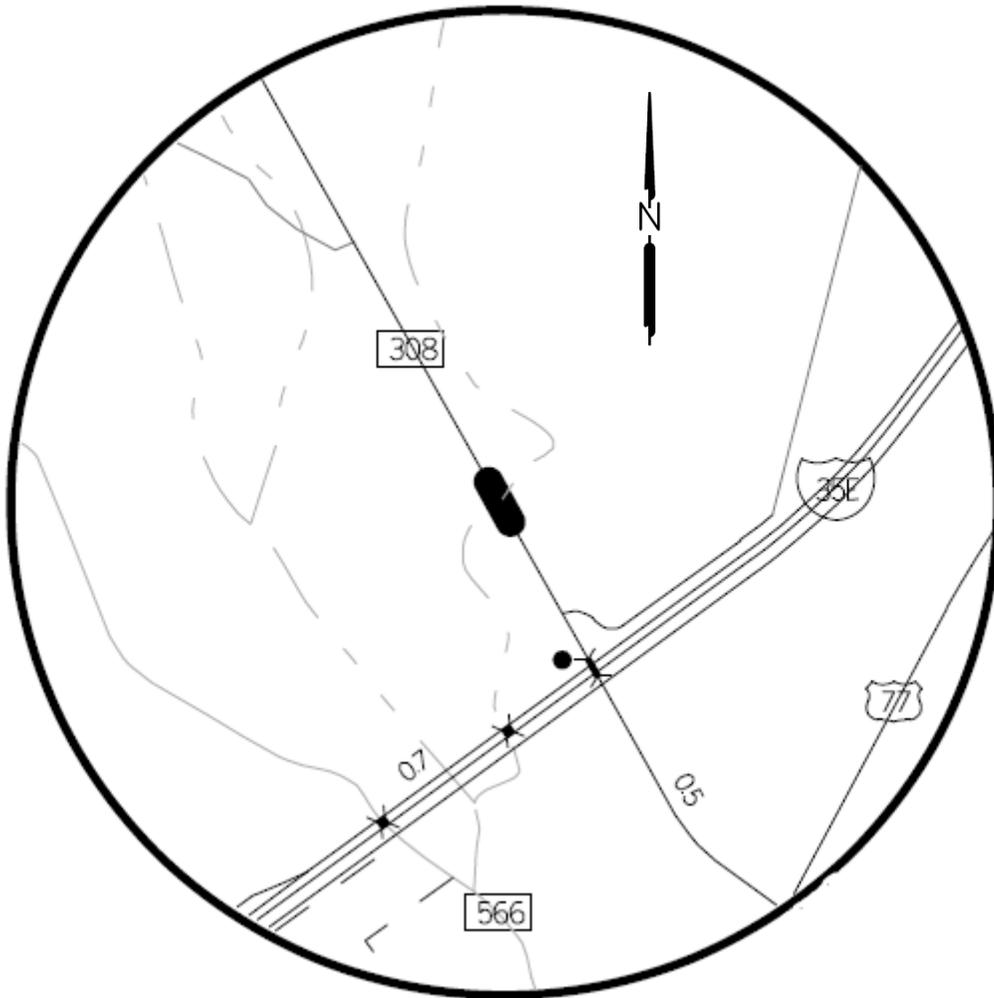
Date

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE



County	Ellis
District	Dallas District
ROW CSJ #	1393-01-018
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**Standard Agreement to Contribute
State Performs Work
Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$19,890.00	90.0%	\$17,901.00	10.0%	\$1,989.00	100.0%
Reimbursable Utility Adjustments	\$50,000.00	90.0%	\$45,000.00	10.0%	\$5,000.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$69,890.00		\$62,901.00		\$6,989.00	

Fixed Amount

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.



4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

April 22, 2019

The Honorable Todd Little, County Judge
Ellis County
101 W. Main Street
Waxahachie, TX 75165

RE: Ellis County
RCSJ 0596-02-053, CCSJ 0596-02-040
FM 66 at Coffee Br

Dear Judge Little,

Enclosed for your execution are three "Agreement to Contribute Right of Way Funds (Fixed Price)" agreements for Ellis County, and the project stated above.

Please sign and return the following, for Ellis County, to the address stated below: three original agreements, approval ordinance, and a contribution check. Once final signatures are obtained, the County will have a fully executed agreement returned.

Texas Department of Transportation (TxDOT)
Attention: Jeremy Miller - ROW
4777 US Highway 80 East
Mesquite, Texas 75150-6643

Please understand that TxDOT cannot proceed with ROW acquisition until this process is completed.

If you have any questions, please contact Jeremy Miller at (214) 320-4425.

Sincerely,

DocuSigned by:

E2527653E8DE475...
Mohamed Bur, P.E.
Dallas District Engineer

Attachments
cc: Lezlie Kirby  
Lacey Rodgers, P.E.  

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

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STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and Ellis County, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 66 from at Coffee Br to - - -, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

1. site conditions change;
2. work requested by the Local Government is ineligible for federal participation; or
3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Todd Little, County Judge</u>	Director of Right of Way Division
<u>Ellis County Courthouse</u>	Texas Department of Transportation
<u>101 W. Main Street</u>	125 E. 11 th Street
<u>Waxahachie, TX 75165</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

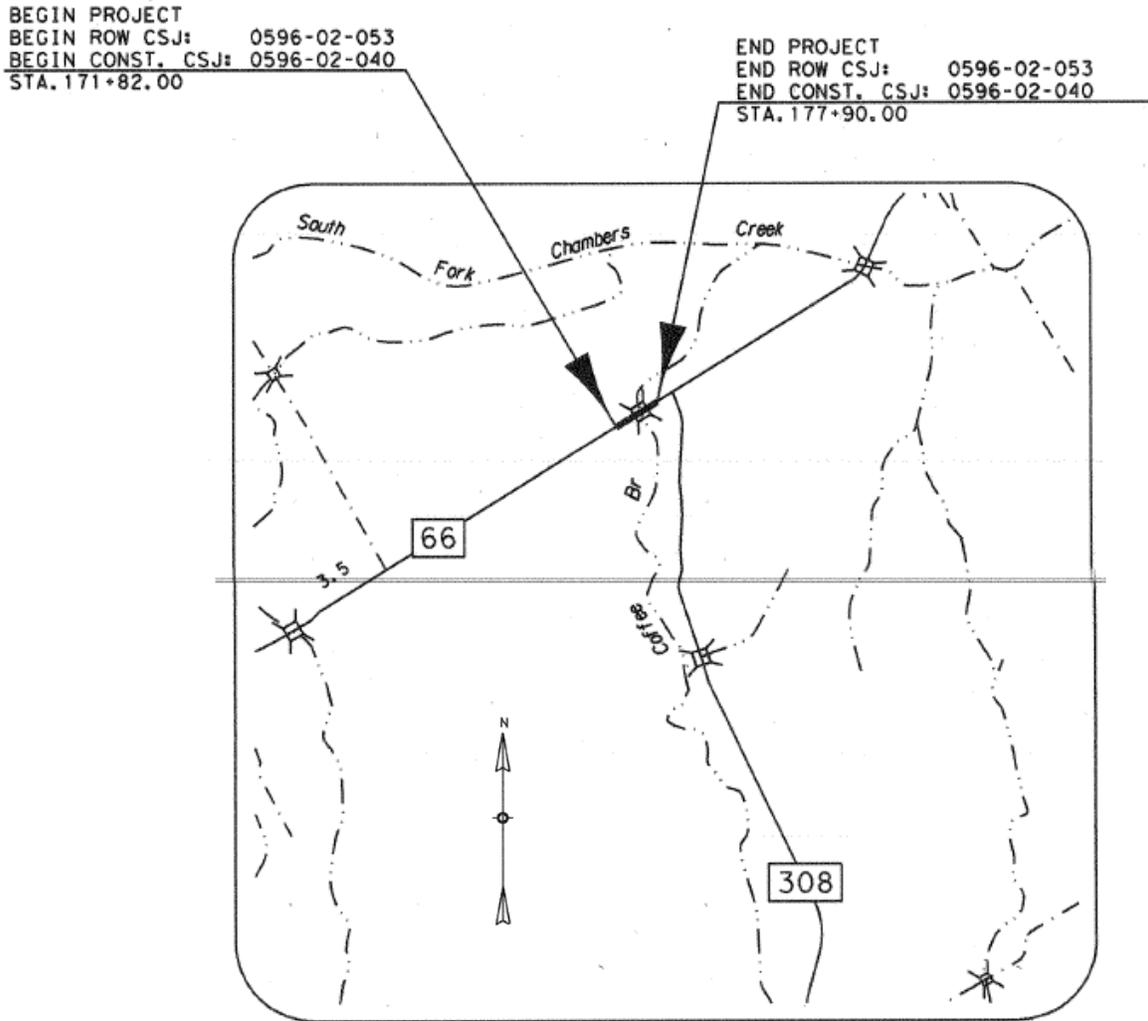
Date

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE



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**Standard Agreement to Contribute
 State Performs Work
 Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$20,184.00	90.0%	\$18,165.60	10.0%	\$2,018.40	100.0%
Reimbursable Utility Adjustments	\$0.00	90.0%	\$0.00	10.0%	\$0.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$20,184.00		\$18,165.60		\$2,018.40	

Fixed Amount
 Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.