

Conference Detail for Krystal Valdez For certificate 2019 Certificate (SK)

Conference	Session	Date	Times	Hours	
2019 CDCAT 124th Annual Summer Conference	Business General Session	06/24/2019	8:30 AM - 10:00 AM	1:30	
	Business Session	06/24/2019	10:30 AM - 12:00 PM	1:30	
	Keynote: Mattress Mac	06/24/2019	1:30 PM - 2:00 PM	0:30	
	Lessons Learned from the Columbia Space Shuttle Disaster	06/24/2019	2:00 PM - 3:00 PM	1:00	
	Legislative Updates	06/24/2019	3:30 PM - 5:00 PM	1:30	
	eFile & re-SearchTX Overview: Standards, Rules and What's New	06/25/2019	8:30 AM - 10:00 AM	1:30	
	Signed, Sealed, Delivered-How to electronically sign documents	06/25/2019	10:30 AM - 12:00 PM	1:30	
	Breakout 1: Probate/Guardianship - Filing a Case	06/25/2019	1:00 PM - 2:30 PM	1:30	
	County Clerk Roundtable	06/25/2019	3:00 PM - 4:00 PM	1:00	
	General Session: Employment Law	06/25/2019	4:00 PM - 5:00 PM	1:00	
	Courthouse Security-Active Shooter Plan	06/26/2019	8:30 AM - 9:30 AM	1:00	
	Courthouse Security-Active Shooter Plan (continued)	06/26/2019	9:30 AM - 10:30 AM	1:00	
	Performance Management	06/26/2019	11:00 AM - 12:30 PM	1:30	
		06/27/2019	8:30 AM - 11:30 AM	3:00	
	Total for 2019 CDCAT 124th Annual Summer Conference:				19:00
	2019 CDCAT Winter Education Conference	Clerks 101 Part 1: I'm a Clerk, Now What?	01/28/2019	1:00 PM - 3:00 PM	2:00
		Clerks 101 Part 2	01/28/2019	3:00 PM - 5:00 PM	2:00
Welcome and Vendor Appreciation		01/29/2019	8:00 AM - 8:30 AM	0:30	
Technology Tips: Microsoft Office and Adobe-Tools and Capabilities		01/29/2019	8:30 AM - 9:30 AM	1:00	
Social Media		01/29/2019	9:30 AM - 10:30 AM	1:00	
Media Training & Crisis Communication		01/29/2019	11:00 AM - 12:00 PM	1:00	
Keynote Speaker: Surviving Las Vegas Shooting		01/29/2019	1:30 PM - 3:00 PM	1:30	
Healthy Minds, Healthy Hearts		01/29/2019	3:30 PM - 4:00 PM	0:30	
Unclaimed Property Reporting		01/29/2019	4:00 PM - 5:00 PM	1:00	
Breakout 3: XEver and Local Registrars		01/30/2019	8:30 AM - 9:15 AM	0:45	
Breakout 1: Bond Forfeitures, NISI, Final Judgments		01/30/2019	9:15 AM - 10:15 AM	1:00	
Breakout 3: Remote Online Notarization-New Challenges?		01/30/2019	10:45 AM - 12:00 PM	1:15	
County Clerk ListServ Live		01/30/2019	1:30 PM - 3:00 PM	1:30	
eFile/re:SearchTX		01/30/2019	3:30 PM - 5:00 PM	1:30	
Cost Rules for Public Information		01/31/2019	8:30 AM - 9:30 AM	1:00	
Dynamics of Human Trafficking		01/31/2019	9:30 AM - 10:30 AM	1:00	
		01/31/2019	10:30 AM - 12:00 PM	1:30	
Total for 2019 CDCAT Winter Education Conference:				20:00	
2019 Open Meetings Act-AG-online	Open Meetings Act	01/01/2019	8:00 AM - 9:00 AM	1:00	
Total for 2019 Open Meetings Act-AG-online:				1:00	
2019 Public Information Act-AG-online	Public Information Act	01/01/2019	8:00 AM - 9:00 AM	1:00	
Total for 2019 Public Information Act-AG-online:				1:00	
2019 Texas Association of Counties (TAC) Probate Academy	Introductions & Welcome	05/08/2019	8:00 AM - 8:15 AM	0:15	
	Probate Overview	05/08/2019	8:15 AM - 9:30 AM	1:15	
	Heirs and Alternatives to Probate	05/08/2019	9:30 AM - 10:15 AM	0:45	
	Basics of a Texas Will	05/08/2019	10:30 AM - 11:30 AM	1:00	
	Terms & Tabs: Probate	05/08/2019	1:00 PM - 2:00 PM	1:00	
	Independent & Dependent Administration and Determination of Heirship	05/08/2019	2:00 PM - 3:00 PM	1:00	
	Muniment of Title and Small Estates	05/08/2019	3:15 PM - 4:00 PM	0:45	
	Wills for Safekeeping and Drop Off	05/08/2019	4:00 PM - 4:30 PM	0:30	
	Kahoot Game	05/08/2019	4:30 PM - 5:15 PM	0:45	
	Guardianship Overview	05/08/2019	5:15 PM - 9:00 AM	1:00	

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Conference Detail for Krystal Valdez

For certificate 2019 Certificate (SK)

Conference	Session	Date	Times	Hours	
2019 LGS Users Conference	Terms & Tabs: Guardianship	05/09/2019	9:15 AM - 10:15 AM	1:00	
	Guardianships: Filing a Case	05/09/2019	10:15 AM - 11:30 AM	1:15	
	Reporting Requirements and Records Retention	05/09/2019	1:00 PM - 2:00 PM	1:00	
	Certifying and Exemplifying Wills	05/09/2019	2:15 PM - 3:00 PM	0:45	
	Annual Reports and Accountings	05/09/2019	3:45 PM - 4:45 PM	1:00	
	Game Show: Probate and Guardianship	05/09/2019	5:00 PM - 5:30 PM	0:30	
	Total for 2019 Texas Association of Counties (TAC) Probate Academy:				13:45
	Opening Session	08/08/2019	9:00 AM - 9:40 AM	0:40	
	What Has 2019 Held So Far?	08/08/2019	9:45 AM - 10:30 AM	0:45	
	New Features, Enhancements and Fixes, and Online Records Deployment	08/08/2019	10:45 AM - 11:30 AM	0:45	
Data Sharing and Software Integration	08/08/2019	12:45 PM - 1:15 PM	0:30		
Breakout 1: How Exactly Does E-Filing Work in LGS	08/08/2019	1:20 PM - 2:05 PM	0:45		
Breakout 2: Real Property and eRecording	08/08/2019	2:20 PM - 2:55 PM	0:35		
Breakout 3: Miscellaneous Items	08/08/2019	3:00 PM - 3:30 PM	0:30		
Time with Staff--Ask Your Questions, Show us Your Issues (One on One Time with Staff)	08/08/2019	3:30 PM - 4:30 PM	1:00		
The Past 20 Years	08/09/2019	9:00 AM - 9:30 AM	0:30		
The Next 20 Years	08/09/2019	9:30 AM - 10:00 AM	0:30		
Conference Pictures	08/09/2019	10:00 AM - 10:15 AM	0:15		
Breakout: County Clerk	08/09/2019	10:30 AM - 11:00 AM	0:30		
Closing Session	08/09/2019	11:00 AM - 11:30 AM	0:30		
Total for 2019 LGS Users Conference:				7:45	

Total credits for period: 62:30

At



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND
Ellis County, Texas
FOR REGIONAL 9-1-1 SERVICE**

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. Ellis County, Texas (hereinafter "Public Agency") is a local government that operates a Public Safety Answering Point ("PSAP") that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2. 1 Financial/Insurance

- 2.1.1 Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2 Reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4 Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear



and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents, as an additional insured or equivalent under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

2.2 Equipment and Inventory

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.2.2 Notify NCT9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3 Security

2.3.1 Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its PSAP against unauthorized entrance or use.

2.3.2 Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAP's Call Handling Equipment (CHE) or workstations.

2.3.3 Refrain from attaching or integrating any hardware device (i.e. external storage devices) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.

2.3.4 Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.5 Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.4 Maintenance

2.4.1 Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.

2.4.2 Whenever possible, provide at least a two-week notice in writing to NCT9-1-1's Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.



2.4.3 Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.

2.4.4 Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.

2.4.5 Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

- a. Via telephone by calling (888) 311-3911
- b. Via email to Support@NCT911.org
- c. Via the Trouble Ticket System (accessed by using the icon on the toolbar of the CHE)
- d. Via the website at <https://SSC.NCT911.org> (only works with issued credentials)

2.4.6 Test generators at least monthly and conduct a load test at least once a year, to ensure that all NCT9-1-1 equipment remains functional.

2.5 Training

2.5.1 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.2 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the PSAP Supervisors' Meeting. NCT9-1-1 offers at least three PSAP Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each PSAP.

2.5.3 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if PSAP scheduling does not allow personnel to attend their designated time slot.

2.5.4 May request the use of training facilities by sending an email to 911OperationsTeam@NCT911.org specifying the date of request, time of request and type of resources needed.

2.5.5 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 Facilities

2.6.1 Meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.



2.6.3 Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.

2.6.4 Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 Supplies

2.7.1 Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operation and maintenance of its PSAP.

2.8 Monitoring/Reporting

2.8.1 Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this Agreement in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.

2.8.2 Cooperate fully with all reasonable monitoring requests from NCT9-1-1 for the purposes of assessing and evaluating Public Agency's performance under this Agreement.

2.9 Media Relations

2.9.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9.2 Not disclose PSAP correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.

2.9.3 Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

2.10 Operations

2.10.1 Sign the contingent PSAP agreement supplied by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent PSAPs must be approved by NCT9-1-1.

2.10.2 Delegate PSAP supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1.



- 2.10.3 Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.10.4 Test all 9-1-1 CHE for proper operation and user familiarity at least once per week, including, but not limited to: tests for voice calls, texts to 9-1-1 and TTYs.
- 2.10.5 NCT9-1-1 recommends power cycles at each 9-1-1 position at least once each week.
- 2.10.6 NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.10.7 Keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers will be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit emergency telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service disruptions (via notification system, website, social media and/or emergency management).
- 2.10.8 Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.10.9 Submit a signed Manual ALI Request form (Attachment B) to NCT9-1-1 annually and agree to use ALI lookup feature only in handling and processing of an emergency telephone call.
- 2.10.10 Public Agency utilizing Text to 9-1-1 services must complete a Text to 9-1-1 Service Agreement (Attachment C).
- 2.10.11 Have an emergency plan for 9-1-1 communications that includes, at a minimum,
 - a. Emergency generator information and how to operate said generator
 - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.10.12 Comply with NCT9-1-1 policy and procedures for PSAP moves and changes.
- 2.10.13 Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.10.14 Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.10.15 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specifies 9-1-1 database information, NCT 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.



2.10.16 Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers provided by NCT9-1-1 located within Public Agency's operating area.

2.10.17 If administrative telephone system is integrated with NCT9-1-1 equipment- Maintain a contingency plan identifying the back-up solution for the administrative telephone system. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment. Administrative line integration is provided as a courtesy, not a requirement.

Section 3: Rights and Duties of NCT9-1-1

3.1 Financial

3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the NCT9-1-1 region, according to standards established and approved by the NCT9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2 Equipment and Inventory

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 Training

3.3.1 Ensure telecommunicators have access to the NCT9-1-1 Training webpage.

3.3.2 Offer CHE training to all new telecommunicators and refresher training every two years.

3.3.3 Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.4 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.



3.4 Maintenance

3.4.1 Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

3.5 Operations

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.6 Crisis Communications

3.6.1 NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

3.6.2 NCT9-1-1 will post updates on its website and social media sites. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public.

Section 4: Effective Date and Term of Agreement

4.1 This Agreement shall take effect October 1, 2019, and shall continue until September 30, 2021, unless earlier terminated under 8.1 Early Termination of Agreement.

Section 5: Ownership, Transference, and Disposition of Equipment

5.1 NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.

5.2 NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.

5.3 The basic 9-1-1 equipment categories are:



- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

5.4 Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment and Subcontracting

6.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

6.3 Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

7.1 NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.2 NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Agreement

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon a default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.



Section 9: Notice to Parties

9.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.

9.2 Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888
Arlington, Texas 76005
Attn: Mike Eastland

If to Public Agency:

Section 10: General Provisions

10.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

10.2 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.

10.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.5 Procurement. Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.

10.6 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period



of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

10.7 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.

10.8 Availability of Funding. Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this Agreement are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this Agreement are also suspended until NCT9-1-1 resumes receipt of funding.

10.9 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions or deletions to the terms of this Agreement will be provided to Public Agency.

10.10 Nondiscrimination and Equal Opportunity. Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

10.11 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.

10.12 Attorney Fees. If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

10.13 Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



DocuSigned by:

Michael Eastland

A4E72C1BFF0F42B
NORTH CENTRAL TEXAS EMERGENCY
COMMUNICATIONS DISTRICT

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By: _____
Name: Todd Little
Title: Ellis County Judge
Date: _____

By: _____
Name: Mike Eastland
Title: Executive Director
Date: 7/30/2019

Date of governing body approval: _____

Attachments:

Attachment A: Equipment Room and Electrical Requirement

Attachment B: Manual ALI Request Form

Attachment C: Text to 9-1-1 Service Agreement



Attachment A Equipment Room and Electrical Requirements

Equipment Room:

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted, unless carpet is static free and grounded.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50-75-foot candles measured 30" above the equipment room floor.



Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Voltage required is 208/120 V three phase; four wire “wye” service or 240/120 single phase 4 wire “delta” service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment won't adversely affect the performance of 9-1-1 call handling equipment.



**Attachment B
Manual ALI Request Form**

*For reference only. To be sent as a separate agreement to Chief/Sheriff and
Communications Manager/Supervisor.*

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

This letter is to request that the "Manual ALI Query" feature be enabled at _____.
(PSAP NAME)

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow manual queries and is compatible with the manual ALI query protocol of NCT9-1-1. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCT9-1-1 operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date



**Attachment C
Text to 9-1-1 Service Agreement**

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor and signed only by those with Text to 9-1-1.

North Central Texas Emergency Communications District
Regional 9-1-1 Program
Text to 9-1-1 Service Agreement

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month.

NCT9-1-1 shall provide training, best practice and implementation of this service. NCT9-1-1 shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

North Central Texas Emergency Communications District
PO Box 5888
Arlington, Texas 76005-5888

or
Email: 911Projects@NCT911.org , Subject: Text to 9-1-1 Service Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

A7



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
AND
Ellis County, Texas
FOR
LOCAL ADDRESSING AND GIS SERVICES**

Section 1: Parties and Purpose

1.1 The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.

1.2 **Ellis County, Texas** (hereinafter "9-1-1 Addressing Authority") is a local government entity in charge of 9-1-1 addressing and related Geographic Information Systems (GIS) services in their respective jurisdiction, and that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.

1.3 This Interlocal Agreement is entered into between NCT9-1-1 and 9-1-1 Addressing Authority pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments – hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the 9-1-1 Addressing Authority

The 9-1-1 Addressing Authority will:

2.1 Security. Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.2 Geographic Information Systems (GIS) / Data

2.2.1 If the 9-1-1 Addressing Authority cannot meet the requirements outlined in this agreement, the planned funds shall be used by NCT9-1-1 to procure/provide those services for the 9-1-1 Addressing Authority.

2.2.2 The 9-1-1 Addressing Authority shall coordinate 9-1-1 GIS activities within the county's jurisdictional boundaries including all municipalities or other addressing entities (where applicable) to develop and enhance the 9-1-1 GIS coverage. The 9-1-1 Addressing Authority is responsible for coordinating GIS operations whenever possible, sharing all county policies and procedures with the municipalities in their county, as well as incorporating GIS data into the county datasets, when possible.



2.2.3 The 9-1-1 Addressing Authority shall provide and maintain GIS maintenance functions within its jurisdictional boundary in return for funding through NCT9-1-1 and within the guidelines of the GIS Data Maintenance Model (Attachment B). At a minimum, the 9-1-1 Addressing Authority agrees to:

- a. Select a 9-1-1 Addressing Coordinator to serve as a single point of contact for NCT9-1-1.
- b. Funds shall only be used for GIS and Addressing services specific to 9-1-1.
- c. Assign street addresses and ranges, name streets, and resolve addressing conflicts and problems. The 9-1-1 Addressing Authority shall make every effort to not allow for duplication of community names anywhere in the county, and not allow for duplicate street names wherever possible.
- d. The Addressing Authority shall comply with the Quality Control requirements set by NCT9-1-1 and industry standards (Attachment A).
- e. Provide a physical address to any citizen requesting it if doing so complies with local policies/procedures/ordinances.
- f. Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in the 9-1-1 Addressing Authority ordinances and/or subdivision regulations.
- g. Maintain addressing/database equipment (where applicable), and data.
- h. Adhere to Health and Safety Codes, Section 772.002 (C), Number and location identification in maintaining 9-1-1 and addressing databases. In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection. The 9-1-1 database information cannot be released and cannot be released to the public. If a Public Information Act request specifies 9-1-1 database information, NCT 9-1-1 must be notified within three (3) business days of the 9-1-1 Addressing Authority receiving the request.
- i. Notify NCT9-1-1 in writing at least 30 days prior to a 9-1-1 Addressing office move.
- j. Notify NCT9-1-1 upon receipt of notice for changes concerning emergency service provider information including medical, law enforcement, and fire.
- k. Per industry standards as outlined in Attachment A, respond to any GIS/database errors within 72 hours of receipt, unless there is a valid exception. Valid exceptions include existing errors or errors that cannot be corrected due to circumstances not within the control of the 9-1-1 Addressing Authority.
- l. Updates and changes to GIS data to be provisioned to NCT9-1-1 within 48 hours.
- m. Notify NCT9-1-1 upon receipt of notice from cities concerning annexation-related 9-1-1 boundary changes. Process the associated GIS changes as soon as possible.



2.3 Spatial Data Layers

2.3.1 The 9-1-1 Addressing Authority must develop, compile and maintain current, a comprehensive data set for the following layers at a minimum and per NCT9-1-1 GIS Data Quality Control Standards and Guidelines (Attachment A):

- | | |
|--|---|
| a. Site Structure Address Points | applicable |
| b. Road Centerlines | f. MSAG Community Boundaries |
| c. City Boundaries | g. Exchange Boundaries Provided by COG |
| d. County Boundaries | h. Fire Hydrants (where possible) |
| e. Emergency Service Boundaries (ESBs)
such as Fire, Law, EMS, and PSAP where | i. Mile Markers (where applicable) |
| | j. Zip Code Boundaries (where possible) |

2.3.2 The 9-1-1 Addressing Authority shall provide to the NCT9-1-1 GIS Department with 100% complete attribution for all data features containing the following information:

- | | |
|---|---------------------------------------|
| a. Road centerlines digitized over spatially accurate satellite or aerial imagery, with a goal of spatial accuracy of centerlines to within 10 feet, and drawn in the correct direction for the corresponding address range; the following fields at a minimum need to be attributed: | |
| i. Data Source | ix. Road Full Name |
| ii. User ID | x. Road Class |
| iii. Date Modified | xi. ESN Left and Right |
| iv. Range information (Left From, Left To, Right From, Right To, High and Low) | xii. County Left and Right |
| v. Pre-directional | xiii. State Left and Right |
| vi. Street Name | xiv. MSAG Community Left and Right |
| vii. Road Type | xv. Exchange Boundary Left and Right |
| viii. Post Directional (Suffix) | xvi. Tandem Left and Right |
| b. Site/Structure Address Points (SSAP), placed above the structure, with a goal of spatial accuracy to within 25 feet of the structure. The following fields at a minimum need to be attributed: | |
| i. Data Source | ix. Road Full Name |
| ii. User ID | x. Structured Full Name |
| iii. Date Modified | xi. Structured Class (if applicable) |
| iv. Structure Number | xii. Structured Type (if applicable) |
| v. Structure address Prefix (if applicable) | xiii. ESN Number |
| vi. Structure Road Name | xiv. MSAG Community Name |
| vii. Structure Type | xv. Community Name |
| viii. House Number Suffix (if applicable) | xvi. Exchange Boundary Left and Right |
| | xvii. Tandem |
| c. City Boundary polygons spatially accurate to within 50 feet of their true location, determined by the best data source or combination thereof (annexations, metes and bounds, parcels, aerial imagery, etc.). The following fields at minimum need to be attributed: | |
| i. Data Source | ii. User ID |



- iii. Date Modified
 - iv. City Name
 - v. County Name
- d. Emergency Service Boundary (ESB) polygons
- i. Based on the NG9-1-1 Requirements and industry standards, accuracy is paramount when editing the spatial properties of the ESB boundaries and attributing the fields.
 - ii. NCT9-1-1 will need to work with each county on a case-by-case basis to resolve any spatial and attribute changes to the ESB boundaries and tables.
- e. Emergency Service Zone (ESZ) polygons spatially accurate to within 50 feet of their true location whenever possible; the following fields at a minimum will be attributed:
- i. Data Source
 - ii. User ID
 - iii. Date Modified
 - iv. Emergency Service Number (ESN)
 - v. ESN City Name
 - vi. ESN County Name
 - vii. Law Responders
 - viii. Fire Responders
 - ix. Medical Responders
 - x. PSAP Name
 - xi. PSAP Boundary (where applicable)
- f. 9-1-1 MSAG Community polygons spatially accurate to within 50 feet of their true location whenever possible; the following fields at a minimum will be attributed:
- i. Data Source
 - ii. User ID
 - iii. Date Modified
 - iv. 9-1-1 Community Name
 - v. County Name
- g. Exchange Boundary polygons spatially accurate to within 50 feet of their true location whenever possible; the following fields at a minimum will be attributed:
- i. Data Source
 - ii. User ID
 - iii. Date Modified
 - iv. Exchange Name
 - v. Exchange Tandem Name

2.4 Operations/Documentation

- 2.4.1 The 9-1-1 Addressing Authority shall be responsible for documenting and updating applicable county processes for 9-1-1 addressing and GIS.
- 2.4.2 The 9-1-1 Addressing Authority shall make their processes available at NCT9-1-1's request.

2.5 Training

- 2.5.1 The 9-1-1 Addressing Authority is required to send new 9-1-1 Addressing Coordinators to a one-day orientation at NCT9-1-1 offices.



- 2.5.2 The 9-1-1 Addressing Authority is required to provide necessary software training, as well as training on local addressing policies, to 9-1-1 Addressing Coordinators.

2. 6 Media Relations

- 2.6.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Addressing Authority should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.
- 2.6.2 Situations change quickly in the middle of service issues. Exercise caution in sharing information with the public and do not share PSAP correspondence that NCT9-1-1 has noted as proprietary.
- 2.6.3 Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

Section 3: Rights and Duties of NCT9-1-1

NCT9-1-1 will:

3.1 Financial

- 3.1.1. Develop a budget and strategic plan to meet the 9-1-1 Addressing Authority needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service throughout the region as funded by emergency service fees.
- 3.1.3. Procure/provide services to the 9-1-1 Addressing Authority using planned funds in the event the 9-1-1 Addressing Authority is unable to meet the requirements outlined in the agreement.

3.2 Training

- 3.2.1. NCT9-1-1 will offer a one-day orientation to all new 9-1-1 Addressing Coordinators.
- 3.2.2. NCT9-1-1 will provide access to additional GIS software training as budget allows.

3.3 GIS/Data

- 3.3.1. NCT9-1-1 will provide an informational portal with addressing resources.



3.3.2. NCT9-1-1 will notify the 9-1-1 Addressing Authority within 24 hours of PSAP boundary changes.

Section 4: Effective Date and Term of Agreement

4.1 This Agreement shall take effect October 1, 2019, and shall continue until September 30, 2021, unless earlier terminated under 8.1 Early Termination of Agreement.

Section 5: GIS Data Maintenance Model

See Attachment B (GIS Data Maintenance Model) for further explanation of the model.

5.1. Responsibilities

5.1.1. The 9-1-1 Addressing Authority is responsible for providing accurate locational data used by NCT9-1-1 to route emergency service request calls to the proper Public Safety Answering Point (PSAP) based on the location of the caller.

5.1.2. NCT9-1-1 has a budgeted line item to disburse to Addressing Authorities who meet basic requirements of the agreement and maintain a level of accuracy of the data provided to NCT9-1-1.

5.2. 9-1-1 GIS Data Maintenance Model

5.2.1. Disbursements are made based on the 9-1-1 GIS Maintenance Model which calculates disbursement based on critical errors during each NCT9-1-1 fiscal quarter.

5.2.2. Performance incentive amounts are calculated using the following method:

- Incentive Tier 1 = (# of critical errors / # SSAPs) \leq .2% or .002 – Receive $\frac{1}{4}$ of full annual incentive amount
- Incentive Tier 2 = (# of critical errors / # SSAPs) \leq .4% or .004 – Receive $\frac{1}{4}$ of 90% of annual incentive amount
- Incentive Tier 3 = (# of critical errors / # SSAPs) \leq .6% or .006 – Receive $\frac{1}{4}$ of 80% of annual incentive amount
- Incentive Tier 4 = (# of critical errors / # SSAPs) \leq .8% or .008 – Receive $\frac{1}{4}$ of 70% of annual incentive amount
- Incentive Tier 5 = (# of critical errors / # SSAPs) $>$.8% or .008 – Receive no incentive amount

5.3. **Critical Errors.** Critical Errors are defined as errors that cause, or have a potential to cause, a critical fault in the routing of a 9-1-1 emergency service request call to the correct PSAP. Examples of critical errors include:

- SSAP Duplicates
- SSAP No Value
- RCL Range Overlaps
- RCL No Value
- Boundary Topology Gap (Fire, Law, EMS, ESZ, County, Municipal, MSAG Community, PSAP¹)

¹ Where applicable, NCT9-1-1 ensures spatial integrity of PSAP boundaries



- Boundary Topology Overlap (Fire, Law, EMS, ESZ, County, Municipal, MSAG Community, PSAP¹)

5.4. Remedy Period. A remedy period or “grace period” is available to 9-1-1 Addressing Authorities to accommodate unforeseen circumstances that can lead to temporarily inflated critical error rates. NCT9-1-1 will grant a remedy period of one quarter immediately following the quarter where the 9-1-1 Addressing Authority had a critical error rate sufficient to drop to a lower incentive tier. In such an instance, the tier status will drop but the performance incentive will remain congruent with the 9-1-1 Addressing Authority’s prior tier amount. If the 9-1-1 Addressing Authority’s error rate continues to remain in the lower tier or drops further, a reduction in the tier incentive amount will immediately take effect for that quarter.

Section 6: Relationship between the Parties, Assignment, and Subcontracting

6.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

6.3 9-1-1 Addressing Authority may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and the 9-1-1 Addressing Authority agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

7.1 NCT9-1-1 is entitled to visit the 9-1-1 Addressing Authority’s offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Agreement

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon a default by 9-1-1 Addressing Authority. Notice of termination shall be provided to the 9-1-1 Addressing Authority in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event the 9-1-1 Addressing Authority fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, the 9-1-1 Addressing Authority shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.



be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

- 10.5. Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.
- 10.6. Availability of Funding.** The 9-1-1 Addressing Authority acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay the 9-1-1 Addressing Authority under this Agreement are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after the 9-1-1 Addressing Authority's receipt of notice. Upon suspension of payment, the 9-1-1 Addressing Authority's obligations under this Agreement are also suspended until NCT9-1-1 resumes receipt of funding.
- 10.7. Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions or deletions to the terms of this Agreement will be provided to 9-1-1 Addressing Authority.
- 10.8. Nondiscrimination and Equal Opportunity.** The 9-1-1 Addressing Authority shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.9. Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.
- 10.10. Attorney Fees.** If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.
- 10.11. Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
--	--

By: _____	By: _____
Name: <u>Todd Little</u>	Name: <u>Mike Eastland</u>
Title: <u>Ellis County Judge</u>	Title: <u>Executive Director</u>
Date: _____	Date: _____

Date of governing body approval: _____

- Attachment A: Quality Control Requirements
- Attachment B: GIS Data Maintenance Model



Attachment A

NCT9-1-1 GIS Data Quality Control Standards and Guidelines

Overview

Purpose

NCT9-1-1's GIS Team is the Quality Control hub for regional GIS data specific to 9-1-1. NCT9-1-1 serves as the direct technical and GIS data-related contact to the County 9-1-1 Addressing Authorities and promotes 9-1-1 industry standards to ensure GIS data is ready for mission-critical 9-1-1 systems. To ensure GIS data accuracy, NCT9-1-1 employs specialized industry-specific software to perform Quality Control on the GIS Data.

Requirements

County Addressing Coordinators will need access to GIS Desktop software supplied by NCT9-1-1 or the county, an internet connection to receive the Quality Control data and reports from NCT9-1-1, and relevant training by NCT9-1-1 personnel. Furthermore, County Addressing Coordinators will need a thorough understanding of the Quality Control standards built into the software supplied by NCT9-1-1, and 9-1-1/GIS industry-specific standards to ensure data integrity for 9-1-1 applications.

Resources

GIS Quality Control Software

NCT9-1-1 will supply the relevant documentation and instruction for adhering to the Quality Control Software including the exception code data sheet. The information will be made available via a web portal or other electronic standard.

Industry Specific Standards

The NCT9-1-1 GIS Team follows the industry-set standards developed by the National Emergency Number Association (NENA). NCT9-1-1 recommends the following standards and stresses the importance of these standards to ensure data accuracy and efficient 9-1-1 service.

Data Structure Documents

1. NENA Standard Data Formats for E9 1 1 Data Exchange & GIS Mapping
2. NENA Standard for NG9-1-1 GIS Data Model
3. NG9-1-1 Additional Data Standard
4. NENA Next Generation United States Civic Location Data Exchange Format (CLDXF)



Data Management Documents

1. GIS Data Collection and Maintenance Standards
2. Standard for Reporting and Resolving ANI/ALI Discrepancies and No Records Found for Wireline, Wireless and VoIP Technologies
3. NENA Next Generation 9-1-1 Data Management Requirements
4. NENA Standards for the Provisioning and Maintenance of GIS data to ECRF and LVFs



Attachment B

GIS Disbursement Maintenance Model

Overview

9-1-1 Addressing Authorities are responsible for providing the accurate geospatial data that is used by NCT9-1-1 to route² emergency calls to the correct Public Safety Answering Point (PSAP), and to aid First Responders in locating callers in an emergency. Misrouted calls can extend the service call time by several minutes or delay locating callers and therefore potentially lead to loss of life or property.

It is imperative to the NCT9-1-1 mission that the Geographic Information Systems (GIS) data used to route emergency service calls be as reliable and accurate as possible at any given time. The mission-critical properties of the GIS data are the premise for the generation of the GIS Disbursement Maintenance Model. NCT9-1-1 has set aside annually a target amount that each 9-1-1 Addressing Authority is capable of receiving based on the level of accuracy of the data they provide to NCT9-1-1. This amount is the maximum annual performance incentive amount.

The Model

Each County is allotted a maximum annual performance incentive amount of \$30,770, except for Collin County which is allotted a maximum annual performance amount of \$50,770.

Performance incentives amounts are calculated quarterly based on the percent of critical* errors of all site/structure addressing points (SSAPs) in the 9-1-1 Addressing Authority's area of responsibility.

*Critical errors are defined as errors that cause, or have a potential of causing, a critical fault in the routing of an 9-1-1 emergency service request call to the correct PSAP.

The following GIS features are considered "critical":

- Duplicate SSAP (Site Structure Address Point)
- SSAP No Value (no attribution in feature)
- Road Centerline (RCL) Range Overlaps
- RCL No Value (no attribution in feature)
- Boundary Topology Overlaps (Emergency Service Boundaries and jurisdictional boundaries)
- Boundary Topology Gaps (Emergency service boundaries and jurisdictional boundaries)

There are five performance tiers that allow for different levels of performance equating to different amounts of incentive the 9-1-1 Addressing Authority will receive for that quarter. A formula is used to determine the "workload" of Addressing Authorities and is defined as the total number of critical errors divided by the total number of Site Structure Address Points. The outcome of the formula places the Addressing Authority in the respective tier.

Performance incentive amounts are calculated each quarter using the following method:

Tier 1 = (# of critical errors / # SSAPs) ≤ .2% or .002 – Receive full annual incentive amount

² NCT9-1-1 routes landline and VoIP calls using geospatial data. Future standards require all calls, including wireless, to use geospatial data to route emergency calls.



Tier 2 = (# of critical errors / # SSAPs) \leq .4% or .004 – Receive 90% of annual incentive amount

Tier 3 = (# of critical errors / # SSAPs) \leq .6% or .006 – Receive 80% of annual incentive amount

Tier 4 = (# of critical errors / # SSAPs) \leq .8% or .008 – Receive 70% of annual incentive amount

Tier 5 = (# of critical errors / # SSAPs) $>$.8% or .008 – Receive no incentive amount

The aggregate of the incentive is divided by four to equate to a quarterly distribution.

Fix-it Period

NCT9-1-1 recognizes that unforeseen circumstances can lead to rare occurrences where errors rates are inflated. For instance, when there is an unexpected influx of new data into a county's GIS database just before the Quality Control processes are completed, the error rate may inadvertently spike. NCT9-1-1 will grant a "fix-it period" when a 9-1-1 Addressing Authority's incentive tier is downgraded. This "fix-it period" will be the next full quarter after an incentive tier downgrade. In this instance the tier status will drop, but the performance incentive will remain congruent with the prior tier amount. If the error rate remains in the same tier or is further downgraded, a reduction in the tier incentive amount will immediately take effect the following quarter. The incentive amount will not increase until the next quarter that the error rate is sufficiently improved.

AB



DEPARTMENT OF DEVELOPMENT
Ellis County

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

CONSENT AGENDA ITEM NO. AB

Ellis County Commissioners' Court

September 10, 2019



SHORT TITLE:

Reimbursement approval for staff meal for training on HB 3167 regulations update.

LEGAL CAPTION:

Request approval for reimbursement for Department of Development staff meal for training on HB 3167 in an amount not to exceed \$175. Expenditures for this request will come from the Department of Development Line Item 001-0060-50805 (Conference).



PURPOSE:

On August 30, 2019, the entire Department of Development staff met in the Grand Jury Room of the Historic Courthouse for required training related to overhaul of the plat and engineering plan review due to House Bill 3167.

During that training, staff was trained on the update to the new development regulations, changes in workflow, procedures of the revamped process. The training was held from 8:30 AM to approximately 1:00 PM. Given the paltry amount of time afforded to counties to become familiar with the new changes, coupled with rewriting and adopting new procedures and amended regulations to comply with the September 1st deadline, staff dedicated Friday, August 30 for internal training which included a working lunch. The department head purchased lunch for 11 staff members and requesting reimbursement from its Conference Line Item 001-0060-50805.



PREPARED, SUBMITTED, AND PRESENTED BY:

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

AG

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GARRETT**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Garrett goods and/or services.
- B. The City of Garrett (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
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F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the ____ day of _____, 2019.

COUNTY OF ELLIS

Todd Little
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF GARRETT

Signature
Printed Name: Matt Newsom
Title: Mayor

Attest:

Judy Braddock
City Secretary (Administrator)

**INTERLOCAL COOPERATION CONTRACT
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COUNTY OF ELLIS AND CITY OF GARRETT**

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EXECUTED in duplicate this the ____ day of _____, 2019.

COUNTY OF ELLIS

 Todd Little
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF GARRETT

 Signature
 Printed Name: Matt Newsom
 Title: Mayor

Attest:

Judy Braddock
 City Secretary (Administrator)

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GARRETT**

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EXECUTED in duplicate this the ____ day of _____, 2019.

COUNTY OF ELLIS

Todd Little
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF GARRETT

Signature
Printed Name: Matt Newsom
Title: Mayor

Attest:

Judy Braddock
City Secretary (Administrator)

A10

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Avalon Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
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- F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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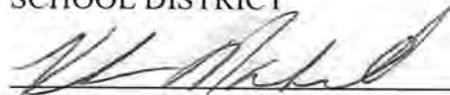
COUNTY OF ELLIS

TODD LITTLE
County Judge, Ellis County, Texas

Attest:

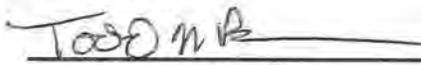
Ellis County Clerk

AVALON INDEPENDENT
SCHOOL DISTRICT



Signature
Printed Name: Chris Marshall
Title: Superintendent

Attest:



School Board President

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

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

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

COUNTY OF ELLIS

 TODD LITTLE
 County Judge, Ellis County, Texas

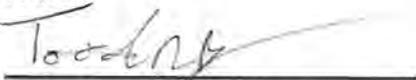
Attest:

 Ellis County Clerk

AVALON INDEPENDENT
 SCHOOL DISTRICT


 Signature
 Printed Name: Chris Marshall
 Title: Superintendent

Attest:



 School Board President

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

COUNTY OF ELLIS

 TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

AVALON INDEPENDENT
 SCHOOL DISTRICT


 Signature
 Printed Name: Chris Marshall
 Title: Superintendent

Attest:


 School Board President

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____
per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2019/20.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this _____ day of _____, 2019/20.

Signature: _____

Title: _____

On Behalf of: _____

All

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ENNIS**

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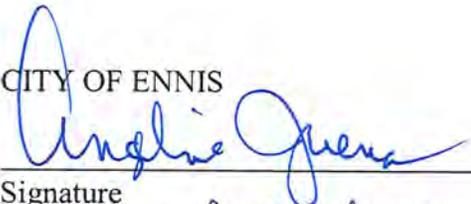
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COUNTY OF ELLIS

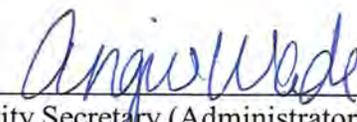
TODD LITTLE
 County Judge, Ellis County, Texas

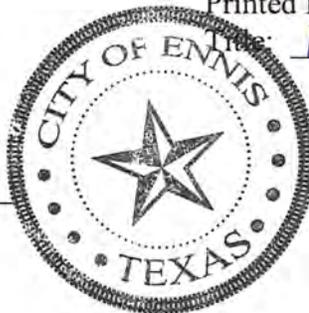
Attest:

 Ellis County Clerk

CITY OF ENNIS

 Signature
 Printed Name: Angelina Guenemann
 Title: Mayor

Attest:


 City Secretary (Administrator)



**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ENNIS**

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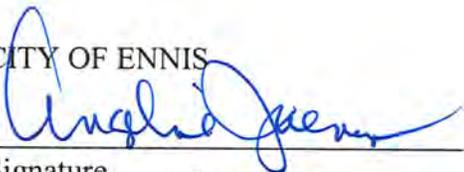
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COUNTY OF ELLIS

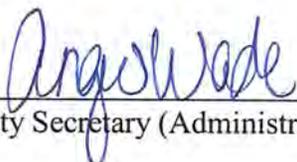
TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ENNIS

 Signature
 Printed Name: Angelina Guenemann
 Title: Mayer

Attest:


 City Secretary (Administrator)



**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ENNIS**

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

COUNTY OF ELLIS

TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ENNIS

Angeline Guenemann

Signature
 Printed Name: Angeline Guenemann
 Title: Mayor

Attest:

Angus Wade

 City Secretary (Administrator)



**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
- 4. that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 9 day of July, 2019.

COUNTY OF ELLIS

 TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

ENNIS INDEPENDENT
 SCHOOL DISTRICT

 Signature
 Printed Name: Bramlet Beard
 Title: Board President

Attest:

Walter R. Busby
 School Board Secretary

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
- 4. that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 9 day of July, 2019.

COUNTY OF ELLIS

 TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

ENNIS INDEPENDENT
 SCHOOL DISTRICT

 Signature
 Printed Name: Bramlet Beard
 Title: Board President

Attest:

Walter R. Beard
 School Board Secretary

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
4. that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 9 day of July, 2019.

COUNTY OF ELLIS

TODD LITTLE
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

ENNIS INDEPENDENT
SCHOOL DISTRICT



Signature
Printed Name: Bramlet Beard
Title: Board President

Attest:



School Board Secretary

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF BARDWELL**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Bardwell goods and/or services.
- B. The City of Bardwell (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

COUNTY OF ELLIS

 TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF BARDWELL

J.B. Lowry Jr.

 Signature
 Printed Name: J.B. Lowry Jr.
 Title: Mayer

Attest:

Christy Satlin

 City Secretary/(Administrator)

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF BARDWELL**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Bardwell goods and/or services.
- B. The City of Bardwell (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

COUNTY OF ELLIS

 TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF BARDWELL

J B Lowry Jr
 Signature
 Printed Name: J B Lowry Jr
 Title: MAYOR

Attest:

Christy Satten
 City Secretary (Administrator)

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF BARDWELL**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Bardwell goods and/or services.
- B. The City of Bardwell (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved, and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

COUNTY OF ELLIS

 TODD LITTLE
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF BARDWELL

J B Lowry Jr
 Signature
 Printed Name: J B Lowry Jr.
 Title: Mayer

Attest:

Christy Sattin
 City Secretary (Administrator)

A14

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ALMA**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the ____ day of _____, 2019.

COUNTY OF ELLIS

 Todd Little
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ALMA

Jim Benton
 Signature
 Printed Name: Jim Benton
 Title: City Manager

Attest:

Sandra Blake
 City Secretary (Administrator)

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ALMA**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ALMA**

WHEREAS, the hereinafter below 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 Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

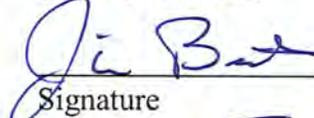
COUNTY OF ELLIS

 Todd Little
 County Judge, Ellis County, Texas

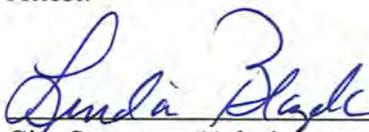
Attest:

 Ellis County Clerk

CITY OF ALMA


 Signature
 Printed Name: Jim Benton
 Title: City Manager

Attest:


 City Secretary (Administrator)

A15

**AGREEMENT COOPERATION
 BETWEEN
 COUNTY OF ELLIS AND ENNIS GARDEN CLUB
 (represented by Chairman of the Bluebonnet Trail Annual Event)
 Pursuant to Local Govt. Code §319.003 (a) and 319.004**

WHEREAS, Ellis County desires to aid and share expenses in the exhibition of certain horticulture products, namely bluebonnets, that are of interests to the Community pursuant to Local Govt. Code §319.01; and

WHEREAS, such aid and sharing of expenses and authorized under Chapter § 319.003 (a) and 319.004 of Local Government Code of the State of Texas.

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

- A. The county of Ellis (hereinafter COUNTY) Precinct 2 shall be the party aiding and sharing in the expenses of the Bluebonnet Trail annual event which shall include the placement, maintenance, repair, and checking of signs for the Ennis Garden Club (represented by Chairman of Bluebonnet Trail annual event) in preparation of the Bluebonnet Trail annual event for services necessary before, during and after the annual Bluebonnet Trail event on Ellis County easements. The COUNTY shall further be authorized to provide necessary service(s), hardware, and good in preparation of the Bluebonnet Trail for FY '2019 - 20 as provided by Exhibit A and hereto approved and adopted at the Ellis County Commissioners' Court prior to the Trail event.
- B. The Ennis Garden Club (represented by the Chairman of the Bluebonnet Trail annual event) (hereinafter CLUB) shall be the party sharing expenses and aiding the COUNTY with this event.
- C. The CLUB, as paying party acknowledges and certifies that all payments shall be made from the current revenues available to CLUB.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the placement, maintenance, repair and checking of signs for the Ennis Garden Club in preparation of the Bluebonnet Trail or services necessary before, during after the annual Bluebonnet Trail event on Ellis County easements only, the following:
 - 1. that prior to beginning said project, a WORK ORDER, in the form similar to Exhibit A attached hereto shall be adopted at the Ellis County Commissioners' Court describing the project to be undertaken and identifying the project's location; and
 - 2. CLUB agrees to pay COUNTY for work performed pursuant adopted Work Order. Miscellaneous projects and charges will be agreed upon **before** Work Order is approved; and;

- F. CLUB agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in amount that fairly compensates COUNTY for services or functions performed by COUNTY under this contract.

EXECUTED in triplicate this the 28 day of August, 2019.

COUNTY OF ELLIS

Todd Little
County Judge, Ellis County, Texas

Attest:

Cindy Polley
Ellis County Clerk

Sandy Anderson
Ennis Garden Club
Represented by Chairman of the
Bluebonnet Trail Annual Event
(Sandy Anderson)

Attest:

Janne Strossard
Ennis Garden Club
Title: President

**AGREEMENT COOPERATION
BETWEEN
COUNTY OF ELLIS AND ENNIS GARDEN CLUB
(represented by Chairman of the Bluebonnet Trail Annual Event)
Pursuant to Local Govt. Code §319.003 (a) and 319.004**

WHEREAS, Ellis County desires to aid and share expenses in the exhibition of certain horticulture products, namely bluebonnets, that are of interests to the Community pursuant to Local Govt. Code §319.01; and

WHEREAS, such aid and sharing of expenses and authorized under Chapter § 319.003 (a) and 319.004 of Local Government Code of the State of Texas.

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

- A. The county of Ellis (hereinafter COUNTY) Precinct 2 shall be the party aiding and sharing in the expenses of the Bluebonnet Trail annual event which shall include the placement, maintenance, repair, and checking of signs for the Ennis Garden Club (represented by Chairman of Bluebonnet Trail annual event) in preparation of the Bluebonnet Trail annual event for services necessary before, during and after the annual Bluebonnet Trail event on Ellis County easements. The COUNTY shall further be authorized to provide necessary service(s), hardware, and good in preparation of the Bluebonnet Trail for FY '2019 - 20 as provided by Exhibit A and hereto approved and adopted at the Ellis County Commissioners' Court prior to the Trail event.
- B. The Ennis Garden Club (represented by the Chairman of the Bluebonnet Trail annual event) (hereinafter CLUB) shall be the party sharing expenses and aiding the COUNTY with this event.
- C. The CLUB, as paying party acknowledges and certifies that all payments shall be made from the current revenues available to CLUB.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the placement, maintenance, repair and checking of signs for the Ennis Garden Club in preparation of the Bluebonnet Trail or services necessary before, during after the annual Bluebonnet Trail event on Ellis County easements only, the following:
 - 1. that prior to beginning said project, a WORK ORDER, in the form similar to Exhibit A attached hereto shall be adopted at the Ellis County Commissioners' Court describing the project to be undertaken and identifying the project's location; and
 - 2. CLUB agrees to pay COUNTY for work performed pursuant adopted Work Order. Miscellaneous projects and charges will be agreed upon **before** Work Order is approved; and;

- F. CLUB agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in amount that fairly compensates COUNTY for services or functions performed by COUNTY under this contract.

EXECUTED in triplicate this the 28 day of August, 2019.

COUNTY OF ELLIS

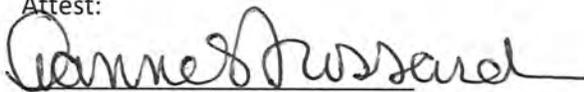
Todd Little
County Judge, Ellis County, Texas

Attest:

Cindy Polley
Ellis County Clerk


Ennis Garden Club
Represented by Chairman of the
Bluebonnet Trail Annual Event
(Sandy Anderson)

Attest:


Ennis Garden Club
Title: President

**AGREEMENT COOPERATION
BETWEEN
COUNTY OF ELLIS AND ENNIS GARDEN CLUB
(represented by Chairman of the Bluebonnet Trail Annual Event)
Pursuant to Local Govt. Code §319.003 (a) and 319.004**

WHEREAS, Ellis County desires to aid and share expenses in the exhibition of certain horticulture products, namely bluebonnets, that are of interests to the Community pursuant to Local Govt. Code §319.01; and

WHEREAS, such aid and sharing of expenses and authorized under Chapter § 319.003 (a) and 319.004 of Local Government Code of the State of Texas.

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

- A. The county of Ellis (hereinafter COUNTY) Precinct 2 shall be the party aiding and sharing in the expenses of the Bluebonnet Trail annual event which shall include the placement, maintenance, repair, and checking of signs for the Ennis Garden Club (represented by Chairman of Bluebonnet Trail annual event) in preparation of the Bluebonnet Trail annual event for services necessary before, during and after the annual Bluebonnet Trail event on Ellis County easements. The COUNTY shall further be authorized to provide necessary service(s), hardware, and good in preparation of the Bluebonnet Trail for FY '2019 - 20 as provided by Exhibit A and hereto approved and adopted at the Ellis County Commissioners' Court prior to the Trail event.
- B. The Ennis Garden Club (represented by the Chairman of the Bluebonnet Trail annual event) (hereinafter CLUB) shall be the party sharing expenses and aiding the COUNTY with this event.
- C. The CLUB, as paying party acknowledges and certifies that all payments shall be made from the current revenues available to CLUB.
- D. The terms of this agreement shall be from **FY October 1, 2019 to September 30, 2020**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the placement, maintenance, repair and checking of signs for the Ennis Garden Club in preparation of the Bluebonnet Trail or services necessary before, during after the annual Bluebonnet Trail event on Ellis County easements only, the following:
 - 1. that prior to beginning said project, a WORK ORDER, in the form similar to Exhibit A attached hereto shall be adopted at the Ellis County Commissioners' Court describing the project to be undertaken and identifying the project's location; and
 - 2. CLUB agrees to pay COUNTY for work performed pursuant adopted Work Order. Miscellaneous projects and charges will be agreed upon **before** Work Order is approved; and;

- F. CLUB agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in amount that fairly compensates COUNTY for services or functions performed by COUNTY under this contract.

EXECUTED in triplicate this the 28 day of August, 2019.

COUNTY OF ELLIS

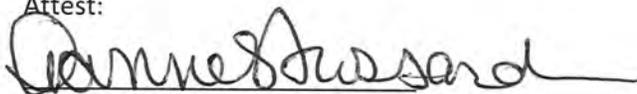
Todd Little
County Judge, Ellis County, Texas

Attest:

Cindy Polley
Ellis County Clerk


Ennis Garden Club
Represented by Chairman of the
Bluebonnet Trail Annual Event
(Sandy Anderson)

Attest:


Ennis Garden Club
Title: President

**WORK ORDER UNDER AGREEMENT COOPERATION
BETWEEN COUNTY OF ELLIS
AND
ENNIS GARDEN CLUB
(Represented by Chairman of the Bluebonnet Trail annual event)**

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: *Ennis Garden Club (Represented by Chairman of the Bluebonnet Trail annual event)*

Description of Project to be Undertaken: *Place directional signs that are provided by Ennis Garden Club on Ellis County Precincts 1 & 2 county easements only (as designated by Ennis Garden Club representative(s)) for the Bluebonnet Trail annual event. Work Order services will be provided before, during and after the Bluebonnet Trail annual event (approximately end of February, March, April and middle of May, 2020).*

Location of Project to be Undertaken: *Ellis County Precincts 1& 2 - Easements –Locations are determined and designated by representatives of the Ennis Garden Club. –
Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.*

Requested by: _____

Lane Grayson
Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners' Court per Minute Order No. _____ **on the** _____

day of _____, 2019.

*Todd Little
Ellis County Judge*

ACCEPTED AND AGREED TO this 28 **day of** August, 2019.

Signature: *Sandra S. Anderson*
Sandra S. Anderson

Title: *Chairman of the 2019 Bluebonnet Trail
(Ennis Garden Club)*

On Behalf of: *Ennis Garden Club (represented by
Chairman of the Bluebonnet Trail Annual Event*

**WORK ORDER UNDER AGREEMENT COOPERATION
BETWEEN COUNTY OF ELLIS
AND
ENNIS GARDEN CLUB
(Represented by Chairman of the Bluebonnet Trail annual event)**

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: *Ennis Garden Club (Represented by Chairman of the Bluebonnet Trail annual event)*

Description of Project to be Undertaken: *Place directional signs that are provided by Ennis Garden Club on Ellis County Precincts 1 & 2 county easements only (as designated by Ennis Garden Club representative(s)) for the Bluebonnet Trail annual event. Work Order services will be provided before, during and after the Bluebonnet Trail annual event (approximately end of February, March, April and middle of May, 2020).*

Location of Project to be Undertaken: *Ellis County Precincts 1& 2 - Easements –Locations are determined and designated by representatives of the Ennis Garden Club. –
Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.*

Requested by: _____

**Lane Grayson
Ellis County Commissioner, Pct. 2**

APPROVED in Open Commissioners’ Court per Minute Order No. _____ **on the** _____

day of _____, 2019.

**Todd Little
Ellis County Judge**

ACCEPTED AND AGREED TO this 28 **day of** August, 2019.

Signature: 
Sandra S. Anderson

Title: *Chairman of the 2019 Bluebonnet Trail
(Ennis Garden Club)*

On Behalf of: *Ennis Garden Club (represented by
Chairman of the Bluebonnet Trail Annual Event*

**WORK ORDER UNDER AGREEMENT COOPERATION
BETWEEN COUNTY OF ELLIS
AND
ENNIS GARDEN CLUB
(Represented by Chairman of the Bluebonnet Trail annual event)**

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

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Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.

Requested by: _____

Lane Grayson
Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners' Court per Minute Order No. _____ **on the** _____

day of _____, 2019.

Todd Little
Ellis County Judge

ACCEPTED AND AGREED TO this 28 **day of** August, 2019.

Signature: *Sandra S. Anderson*
Sandra S. Anderson

Title: *Chairman of the 2019 Bluebonnet Trail
(Ennis Garden Club)*

On Behalf of: *Ennis Garden Club (represented by
Chairman of the Bluebonnet Trail Annual Event*

EXHIBIT A

WORK ORDER UNDER AGREEMENT COOPERATION BETWEEN COUNTY OF ELLIS AND ENNIS GARDEN CLUB (Represented by Chairman of the Bluebonnet Trail annual event)

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____
per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Lane Grayson
Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners' Court per Minute Order No. _____ on the
_____ day of _____, 2019.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 28 day of August, 2019.

Signature: *Sandra J. Anderson*

Title: *Chairman, Texas Bluebonnet Trails*

On Behalf of: _____

EXHIBIT A

WORK ORDER UNDER AGREEMENT COOPERATION BETWEEN COUNTY OF ELLIS

AND

ENNIS GARDEN CLUB

(Represented by Chairman of the Bluebonnet Trail annual event)

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Lane Grayson
Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners' Court per Minute Order No. _____ on the
_____ day of _____, 2019.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 28 day of August, 2019.

Signature: Sandra S. Anderson

Title: Chairman, Ennis Bluebonnet Trails

On Behalf of: _____

EXHIBIT A

WORK ORDER UNDER AGREEMENT COOPERATION BETWEEN COUNTY OF ELLIS

AND

ENNIS GARDEN CLUB

(Represented by Chairman of the Bluebonnet Trail annual event)

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Lane Grayson
Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners' Court per Minute Order No. _____ on the
_____ day of _____, 2019.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 28 day of August, 2019.

Signature: *Sandra S. Anderson*

Title: *Chairman, Ennis Bluebonnet Trails*

On Behalf of: _____

FI

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

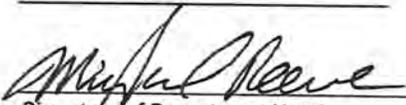
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

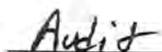
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0030-505020	SALARY	15,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0030-508060	DUES	500.00
001-0030-508680	CONTRACT LABOR	15,000.00


Signature of Department Head

9/4/19
Date Signed


Auditor
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:



F2

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

AUG 29 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Fund Balance	3,299.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	3,299.00


Signature of Department Head

August 28, 2019
Date Signed

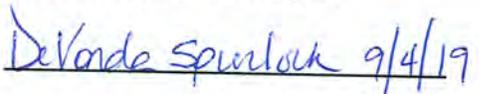
Sheriff
Department

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:



F3

RECEIVED

SEP 03 2019

ELLIS COUNTY AUDITOR

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:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50808	Auto Gas	\$600.00
	TOTAL	\$600.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50801	Supplies	\$100.00
001-0060-50819	Equipment	\$500.00
	TOTAL	\$600.00

Digitally signed by Alberto Mares, AICP, DR
Date: 2019.09.03 11:08:29 -05'00'

Signature of Department Head

9/3/2019

Date Signed

Department of Development

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:

DeVonde Spurlink 9/4/19

F4

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:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50808-00000-000	Gas	\$400.00
001-0430-50808-00000-000	Gas	\$100.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50801-00000-000	Supplies	\$400.00
001-0430-50808-00000-000 9	Auto Repair	\$100.00

Samantha Pickett
Signature of Department Head

09.06.2019
Date Signed

EMERGENCY MANAGEMENT
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:



CONSENT AGENDA ITEM SP1
Ellis County Commissioners' Court
September 10, 2019



SHORT TITLE:

Simplified Plat – Telico Farm Estates
Parcel ID – 177540

LEGAL CAPTION:

Consider & act upon a simplified plat of Telico Farm Estates. The property contains ± 21.191 acres of land in the A. Garza Survey, Abstract No. 2, located on the north side of Old Telico Road ± 1,442 feet east of the intersection of Lone Oak Road and Old Telico Road, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.



APPLICANT:

Warren Snow



PURPOSE:

The applicant is requesting to plat ±21.191 acres of property for residential use at the southwest corner of the 44-acre tract. This plat will create four (4) 5-acre lots.



HISTORY:

The City of Ennis approved this plat on July 16, 2019. No other subdivision of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan: N/A

Water Provider:

Rice Water Supply Corporation will provide service to this lot with a 4-inch line located along Old Telico Road that can provide domestic service per TCEQ guidelines.



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

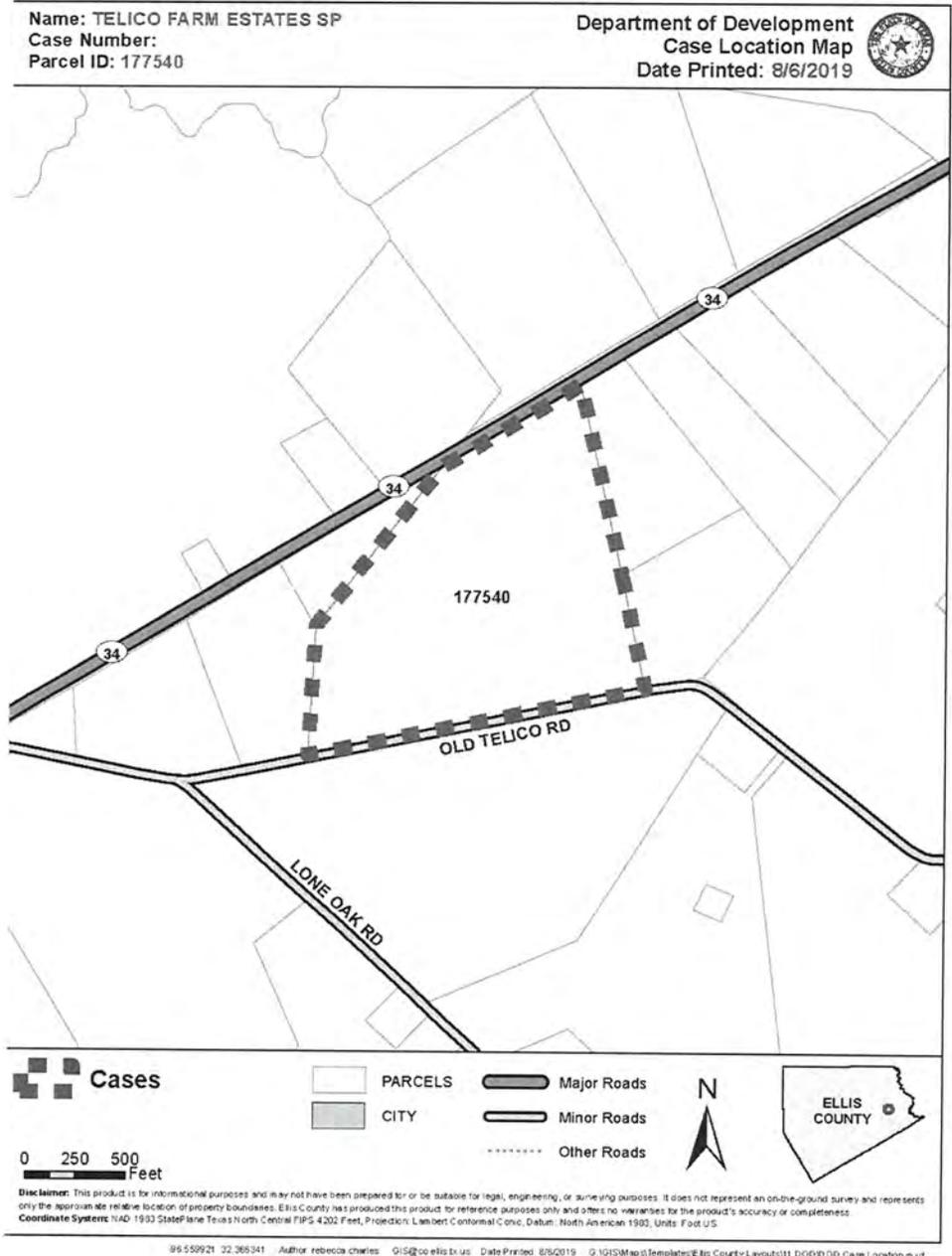


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – LOCATION MAP





AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
September 10, 2019



SHORT TITLE:

Replat of Brooks Estates Lots 2A & 2B RP
Parcel ID No. 148162

LEGAL CAPTION:

Consider and act upon a request to replat Brooks Estates Lots 2A & 2B to subdivide the property into two (2) lots for residential use. The property contains a total of ± 2.987 acres located on the south side of East India Road ± 880 east of FM 660, Ferris, Road and Bridge Precinct No. 1.



APPLICANT:

Jesus Salazar



PURPOSE:

The applicant is requesting the replat of Brooks Estates, Lot 2 for two (2) lots to create an additional lot for residential use.



HISTORY:

The Commissioners' Court approved the final plat of Brooks Estates on June 30, 1988.



OTHER RELEVANT INFORMATION:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on August 9, 2019, and the Waxahachie Daily Light beginning on August 11, August 28, and September 1, 2019. Staff mailed eighteen (18) certified letters to surrounding property owners on August 9, 2019. To date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.

Water Provider and Water Line Size:

Rockett SUD has confirmed availability of service for this replat via a 3-inch line.

Engineering Comments:

No comments for purposes of submission for the staff report.



ATTACHMENTS:

1. Location Map
2. Plat
3. Newspaper Notice



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this replat request, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

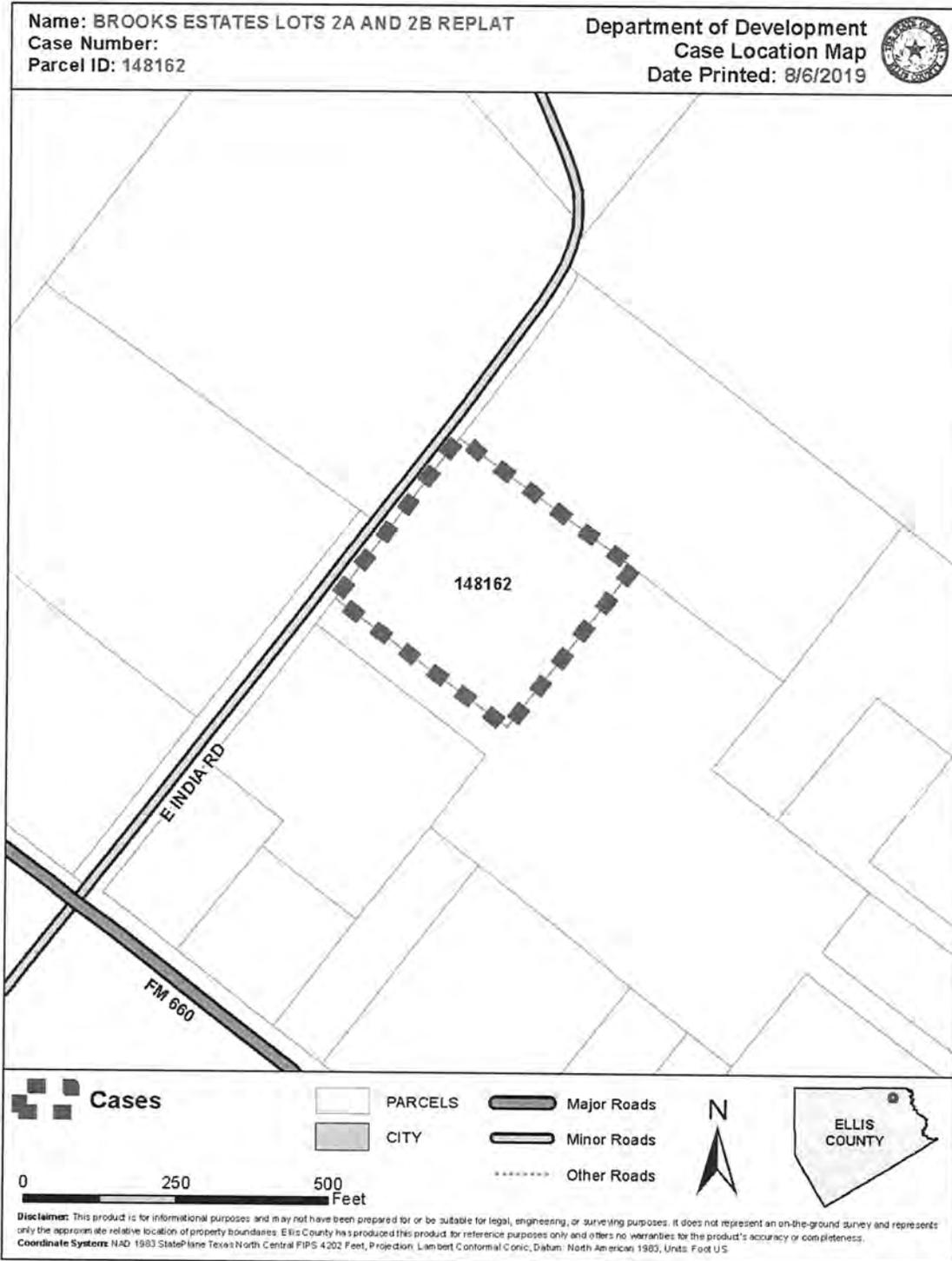


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



-85-599964 32 505001 Author: rebecca charles OIS@co.ellis.tx.us Date Printed: 8/6/2019 0:\GIS\Map\Templates\Ellis County Layouts\11 DOD\000 Case Location.mxd



ATTACHMENT NO. 3 – Public Notice Ad - Waxahachie Daily Light

Legal Notices

TO Be Published 3 Times
in the Waxahachie Daily
Light on Sunday, August
11, Wednesday, August
28, and Sunday, Septem-
ber 1, 2019:

The Ellis County Commis-
sioners' Court will consider
and act upon an applica-
tion for a replat of **Brooks**
Estates Lots 2A & 2B to
subdivide the property into
two (2) lots for residential
use. The property contains
a total of

± 2.987 acres of land, loca-
ted on the southside of E.
India Road, ± 800 feet
northeast of FM 660, Ellis
County Road & Bridge Pre-
cinct No. 1. The replat will
be presented before Com-
missioners' Court on Tues-
day, **September 10, 2019**
at 2:00 PM on the second
floor of the historic Ellis
County Courthouse, 101
West Main Street, Waxa-
hachie, TX. 75165. Please
direct any questions to the
Department of Develop-
ment at 972-825-5200, or
email dod@co.ellis.tx.us.



Bid/ Proposal # Buy Board 558-18
HVAC Maintenance Sheriff's Office & Jail
Will be expiring on September 30,2019

Renewal Effective Dates
October 1, 2019 – September 30, 2020

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to purchasing@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5118.

American Mechanical Services of Texas, LLC

Sam P. Manning Date 8/20/19
Authorized Representative

Date
Todd Little, County Judge

Date
County Clerk, Attest

2.2



Bid/ Proposal # 558-18
Boiler Maintenance Sheriff's Office & Jail
Will be expiring on September 30, 2019

Renewal Effective Dates
October 1, 2019 – September 30, 2020

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to purchasing@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5118.

American Mechanical Services of Texas, LLC

Sam P. Murray Date 8/20/19
Authorized Representative

Date _____
Todd Little, County Judge

Date _____
County Clerk, Attest

ELLIS COUNTY GOVERNMENT 2019-2020 PAYROLL SCHEDULE						
PAY DATES		FOR PAY PERIOD	BW01 or BW07 CYCLE	TIME ENTRY DUE**		
October	11	09/22-10/05/2019	21 2019	October 4, 2019		10:00 AM
	25	10/06-10/19/2019	22 2019	October 18, 2019		10:00 AM
November	8	10/20-11/02/2019	23 2019	November 1, 2019		10:00 AM
	22	11/03-11/16/2019	24 2019	November 15, 2019		10:00 AM
December	6	11/17-11/30/2019	25 2019	* 11/27/19 Wednesday		10:00 AM
	20	12/01-12/14/2019	26 2019	December 13, 2019		10:00 AM
January	3	12/15-12/28/2019	1 2020	December 27, 2019		10:00 AM
	17	12/29-01/11/2020	2 2020	January 10, 2020		10:00 AM
	*** 31	01/12-01/25/2020	3 2020	January 24, 2020		10:00 AM
February	14	01/26-02/08/2020	4 2020	February 7, 2020		10:00 AM
	28	02/09-02/22/2020	5 2020	February 21, 2020		10:00 AM
March	13	02/23-03/07/2020	6 2020	March 6, 2020		10:00 AM
	27	03/08-03/21/2020	7 2020	March 20, 2020		10:00 AM
April	9 *Thursday	03/22-04/04/2020	8 2020	April 3, 2020		10:00 AM
	24	04/05-04/18/2020	9 2020	April 17, 2020		10:00 AM
May	8	04/19-05/02/2020	10 2020	May 1, 2020		10:00 AM
	22	05/03-05/16/2020	11 2020	May 15, 2020		10:00 AM
June	5	05/17-05/30/2020	12 2020	May 29, 2020		10:00 AM
	19	05/31-06/13/2020	13 2020	June 12, 2020		10:00 AM
July	2 *Thursday	06/14-06/27/2020	14 2020	June 26, 2020		10:00 AM
	17	06/28-07/11/2020	15 2020	July 10, 2020		10:00 AM
	*** 31	07/12-07/25/2020	16 2020	July 24, 2020		10:00 AM
August	14	07/26-08/08/2020	17 2020	August 7, 2020		10:00 AM
	28	08/09-08/22/2020	18 2020	August 21, 2020		10:00 AM
September	11	08/23-09/05/2020	19 2020	September 4, 2020		10:00 AM
	25	09/06-09/19/2020	20 2020	September 18, 2020		10:00 AM
October	9	09/20-10/03/2020	21 2020	October 2, 2020		10:00 AM
	23	10/04-10/17/2020	22 2020	October 16, 2020		10:00 AM

* Please note change due to Thursday/Friday holidays.

** Any department with employees working the weekends may turn in time entries no later than 9:00 a.m. on the Monday following the end of the pay period.

*** Third check of the month - no deductions other than federal withholding, social security tax, medicare tax and retirement.

Todd Little, County Judge

Attest: _____
Krystal Valdez, County Clerk

Commissioners Court Dates Regular Sessions FY 2019-2020 Schedule

Historic Ellis County Courthouse
Commissioners Courtroom
101 W. Main St., 2nd floor
Waxahachie, TX 75165

Date	Day	Time
October 8, 2019	Tuesday	2:00 p.m.
October 22, 2019	Tuesday	2:00 p.m.
November 5, 2019	Tuesday	2:00 p.m.
November 19, 2019	Tuesday	2:00 p.m.
December 3, 2019	Tuesday	2:00 p.m.
December 17, 2019	Tuesday	2:00 p.m.
December 31, 2019	Tuesday	2:00 p.m.
January 14, 2020	Tuesday	2:00 p.m.
January 28, 2020	Tuesday	2:00 p.m.
February 11, 2020	Tuesday	2:00 p.m.
February 25, 2020	Tuesday	2:00 p.m.
March 10, 2020	Tuesday	2:00 p.m.
March 24, 2020	Tuesday	2:00 p.m.
April 7, 2020	Tuesday	2:00 p.m.
April 21, 2020	Tuesday	2:00 p.m.
May 5, 2020	Tuesday	2:00 p.m.
May 19, 2020	Tuesday	2:00 p.m.
June 2, 2020	Tuesday	2:00 p.m.
June 16, 2020	Tuesday	2:00 p.m.
June 30, 2020	Tuesday	2:00 p.m.
July 14, 2020	Tuesday	2:00 p.m.
July 28, 2020	Tuesday	2:00 p.m.
August 11, 2020	Tuesday	2:00 p.m.
August 25, 2020	Tuesday	2:00 p.m.
September 8, 2020	Tuesday	2:00 p.m.
September 22, 2020	Tuesday	2:00 p.m.

Todd Little, County Judge

Attest: _____
Krystal Valdez, County Clerk



Agenda Item MEMO

SUBJECT: Consideration and approval for consultation services for the Audit department.

MEETING DATE: Tuesday, September 10, 2019

DEPARTMENT: Audit Department

CONTACT: Miykael Reeve, CGFO
County Auditor

ITEM SUMMARY:

In August the Audit department was notified that we will have 2 people on FMLA. We are currently already down 1 person. The audit department cannot continue to operate the core functions of the department short staffed.

The Audit department was given the name by the District Judges of Barry Kitchens, CPA, CFE. He is a notable accountant that can help with the day to day functions of the department until we can be fully staffed again.

We had currently budgeted in account 001-0030-505020 for a full time Auditor that has been vacant since April. The saving in this line is approximately \$22,000. We request to reallocate \$15,000 to hire Mr. Kitchens to help us out during this time. He will work around his existing practice to help as he can.

Audit department request approval to hire help during this time.

3.6



Agenda Item MEMO

SUBJECT: Approve the renewal of the Texas Department of Family and Protective Service Contact TITLE IV-E and authorize the Judge to sign

MEETING DATE: Tuesday, August 15, 2018

DEPARTMENT: Audit Department

CONTACT: Miykael Reeve, CGFO
County Auditor

ITEM SUMMARY:

The Audit department has been instructed by Commissioner court on August 15, 2018 to complete the necessary grant forms for Title IV-e. Attached is the contract for the new 2020 Grant application.

The County is reimbursed for certain salaries from the DA offices related to time spent on child family and protective service cases. We request that County approve the new contract for the new year.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES CONTRACT AMENDMENT

This Amendment No. 1 (Amendment) modifies Contract # 24736910 (Contract) and is entered into by the Texas Department of Family and Protective Services (DFPS) and Ellis County for IV-E County Legal services.

- I. PURPOSE.** On January 7, 2019, the Administration of Children and Families (ACF) reinterpreted IV-E Regulations to allow Texas counties to recover a portion of their costs associated with attorneys representing certain children and their parents in child welfare legal proceedings. This Amendment modifies the DFPS IV-E County Legal Contract to comply with this updated federal guidance.

II. CONTRACT MODIFICATIONS.

- A.** Both Parties agree to amend Section IV of this Contract by deleting that Section in its entirety and replacing it with the following:

"IV. CONTRACT BUDGET.

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

- B.** Both Parties agree to delete Section VII of this Contract in its entirety and replace it with the following language:

"VII. ATTACHMENTS.

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

1. Attachment A – Statement of Work
2. Attachment B – Budget Form 2030 and Cost Allocation Plan
3. Attachment C – Grant Uniform Terms & Conditions
4. Attachment D – Grant Supplemental & Special Conditions

ATTACHMENT A GRANT STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES.

Grantee will perform the following:

- A. Assist the DFPS in providing fair, adequate and expeditious judicial determinations and services regarding children eligible for services under Title IV-E of the Social Security Act (Title IV-E);
- B. Provide services in accordance with Attachment B: Budget and Cost Allocation Plan and Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts (Handbook). This Contract will incorporate "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

https://www.dfps.state.tx.us/handbooks/Title_IV_E_County/Files/IVEC_pg_5000.asp#IVEC_5000

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000;

- C. Assist DFPS in identifying and meeting the needs of the children in the Grantee's County who are referred by DFPS;
- D. Develop an estimated annual budget for the operations for this Contract, recommend it to the Commissioners Court and appear in support of it at budget hearings;
- E. Maintain staffing at the level approved by the Commissioners' Court in its annual budget for each year in which the Contract is in effect;
- F. Authorize the expenditure of Grantee funds and other special funds for the children in the Grantee's County referred by DFPS;
- G. Review on a monthly basis expenditures, receipts and services delivered;
- H. The Grantee will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Invoice) are allowable expenditures under Title IV-E;
- I. Use DFPS' financial and statistical reporting systems as directed by DFPS; and
- J. Submit on an annual basis Federal Assurances and Certifications as directed by the Contract Manager.

II. DFPS RESPONSIBILITIES.

DFPS will perform the following.

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

**ATTACHMENT A
GRANT STATEMENT OF WORK**

III. INVOICE AND PAYMENT.

A. Budget.

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

B. Invoice.

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

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

NOTICE: This Contract incorporates "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

[https://www.dfps.state.tx.us/handbooks/Title IVE County/Files/IVEC pg 5000.asp#IVEC 5000](https://www.dfps.state.tx.us/handbooks/Title%20IVE%20County/Files/IVEC_pg_5000.asp#IVEC_5000)

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000.

5000 Legal Contracts

Title IV-E Finance Handbook for County Legal Contracts July 2019

Texas counties are mandated to represent DFPS in child abuse and neglect cases.

-Texas Family Code §264.009

On January 7, 2019, the Administration of Children and Families reinterpreted IV-E Regulations to allow Texas counties to recover a portion of their costs associated with attorneys representing certain children and their parents in child welfare legal proceedings.

-Child Welfare Policy Manual, Section 8.1B, Question 30

County attorneys or district attorneys who represent DFPS in child abuse and neglect cases and attorneys who represent children and parents (as defined in Texas Family Code §101.024) in the foster care system (including ad litem) may receive compensation for doing so by way of contracts for Title IV-E County Legal Services. Reimbursable expenditures include costs incurred to carry out the proper and efficient administration of the state plan.

County legal contracts are a subset of the types of contracts DFPS may enter into with a county for Title IV-E reimbursement. County legal contracts are subject to the same legal authorities and requirements listed in 2000 Legal Basis.

The subitems within 2000 Legal Basis of the handbook contain additional guidance and examples of allowable costs that are specific to county legal contracts.

5100 Types of Expenses

Title IV-E Finance Handbook for County Legal Contracts July 2019

Two types of expenses, Administrative and Training, are reimbursable under contracts for Title IV-E county legal services. Each type of expense is reimbursed at a different federal financial participation (FFP) level.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

Administration

Costs directly related to the administration of the foster care program are allowable if they are:

- necessary and reasonable;
- incurred while providing proper and efficient services to children who are eligible under Title IV-E; and
- incurred in accordance with 45 CFR 75 and 45 CFR §§95.507, 1356.60(c).

Title IV-E allowable administrative costs are reimbursable at 50 percent and may include such costs as:

- salaries;
- fringe benefits;
- travel;
- supplies;
- equipment; and
- other operating expenses.

Training

Title IV-E training expenses are a subset of Administration services. The expenses are reimbursable at the rate of 75 percent rather than the 50 percent rate offered for other types of administrative services

Title IV-E training expenses include:

- salaries;
- fringe benefits; and
- travel expenses.

5110 Administration Expenditures

Title IV-E Finance Handbook for County Legal Contracts July 2019

Salaries and Fringe Benefits

Counties may claim the salaries and fringe benefits associated with legal personnel for time spent performing reimbursable Title IV-E activities for children and their parents.

Fringe benefits include, but are not limited to the following:

- Federal Insurance Contributions Act (FICA) tax, paid by the county
- Health insurance

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- Retirement
- Workers' compensation

The distribution and apportionment of salaries and wages must be:

- in compliance with 45 CFR 75, Subpart E, Cost Principles; and
- in accordance with the county's approved budget.

The county may claim reimbursement for any allowable Title IV-E related legal services for children and their parents in the Texas foster care system. Reimbursement is provided for the percent of each staff person's time that was spent providing services specifically related to Title IV-E. Some examples of legal services that may qualify under Title IV-E may include:

- Meeting with a child client and/or child's caregiver, as applicable, or parent client prior to each statutorily required hearing
- Interviewing clients or other person with significant knowledge of the case
- Investigating the facts of the case
- Obtaining and reviewing copies of court files

Staff Whose Work May Be Reimbursed

Examples include, but are not limited to the following:

Legal	Support
Any court appointed attorney whose costs are reimbursable through the county District or county attorney Any court appoint attorneys representing children or their parents in foster care system (including ad litem) Appellate attorney Assistant district attorney Assistant county attorney Assistant criminal district attorney Compliance officer (attorney) CPS unit chief attorney Criminal district attorney Deputy division chief Division chief Supervising attorney	Administrative clerical staff Legal clerk Paralegal Receptionist Secretary Legal secretary Law clerk Interpreter (hired and paid by attorney)

Administration Travel

Travel costs are limited to the maximum Travel Reimbursement rates noted by the Texas Comptroller of Public Accounts and are limited to actual travel costs.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

Allowable Travel Costs

Allowable costs incurred by county personnel or legal staff serving children and parents in the Texas foster care system while performing Title IV-E administrative duties may include the following:

- Meals
- Lodging
- Auto rental
- Gasoline
- Airfare
- Mileage
- Registration fees
- Parking
- Other incidental expenses, such as taxi fees and tolls

Unallowable Travel Costs

Costs that may not be reimbursed include the following:

- Gratuity
- Alcoholic beverages
- Any other items not allowed by federal regulations or not directly connected to the Title IV-E program

Supplies

The costs of supplies that are reasonable and necessary to administer the Title IV-E program are reimbursable. Purchases are charged at their actual cost after deducting all cash discounts, rebates, and allowances received.

The costs may include items not capitalized under the county policy. (See the Equipment section, below, for procedures related to the capitalization threshold.)

Equipment

The cost of equipment deemed reasonable and necessary to administer the Title IV-E program is reimbursable only if it is purchased for employees whose work relates exclusively to Title IV-E.

An item is considered equipment, if the two following conditions exist:

- The unit cost is \$5,000 or more.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- The item has an estimated useful life of more than one year.

See the State of Texas capitalization policy in the document [Uniform Grant Management Standards Word Document](#), published by the Budget, Planning, and Policy Division of the Office of the Governor.

Equipment is considered a fixed asset, as opposed to a consumable item, and therefore must be capitalized. Equipment must be tracked in a property accounting system and included in the county's inventory.

For the purpose of reimbursement through the Title IV-E program, the county's capitalization policy applies. If a county's capitalization threshold exceeds the \$5,000 limit set by the state, an item is considered capitalized equipment for Title IV-E purposes if it costs less than the county's threshold but more than the state's.

If a county does not have a capitalization policy, the state's capitalization policy applies.

Other Operating Expenses

Certain other costs that are directly related to the administration of the Title IV-E program are reimbursable.

Allowable Costs

Other costs that are reimbursable include but are not limited to the following:

- Citations by publication
- Legal mediation fees
- Expert witness fees
- Telephone (purchase and service costs)
- Professional membership fees
- Filing fees related to child welfare cases

Unallowable Costs

Other costs that are not reimbursable include but are not limited to the following:

- Salaries for court employees
- Expenses related to Texas Court Appointed Special Advocates (CASA) program
- General filing fees unrelated to child welfare cases
- Other costs associated with the normal functioning of a court
- Costs already allocated to cost allocation for federal assistance programs
- Costs associated with drug testing (including expert witnesses).

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

5120 Training Expenditures

Title IV-E Finance Handbook for County Legal Contracts July 2019

Title IV-E training costs are the costs associated with attending or participating in Title IV-E approved training. The costs must be specifically related to the Title IV-E program as indicated in [Appendix B: Title IV-E Training Topics for Which the State May Claim a Title IV-E Match](#).

Training costs are reimbursable at the enhanced 75 percent match rate only to the extent that a training session is designed to prepare DFPS employees and limited other trainees to carry out the allowable administrative functions identified in 45 CFR, [§1356.60\(c\)\(2\)](#). Other trainees may include such persons as potential employees, foster care parents, and institution staff. The functions are listed at the beginning of [4120 Administrative Expenditures](#).

Training for other groups, such as the following, is reimbursable.:

- CASA volunteers
- Contracted child placement providers
- The staff of courts that hear abuse and neglect cases
- Other court-appointed special advocates representing children in court proceedings as specified in the [Fostering Connections to Success and Increasing Adoptions Act of 2008](#).

Approval from a contract manager must be obtained before billing for Title IV-E training expenses.

Allowable Training Topics

For training to be reimbursable at the enhanced 75 percent rate for Title IV-E training, the topic of the training must be:

- related to one of the activities cited in 45 CFR [§1356.60\(c\)\(1\)\(2\)](#); and
- allowable as an administrative activity under the Title IV-E program.

See also the guidance provided in [Section 8.1H](#), Child Welfare Policy Manual, published by the U.S. Department of Health and Human Services (U.S. HHS).

Allowable training topics include the following:

- Representation of children and parents in child protection proceedings
 - The American Bar Association Standards of Practice for Representing Children, Parents, and the Child Welfare Agency in Child Protection Cases
- Eligibility determination and re-determination
- Fair hearings and appeals

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- Trauma informed care training
- Referral to services
- Preparation for and participation in judicial determinations
- Placement of a child
- Development of a case plan
- Case reviews
- Case management and supervision
- Recruitment and licensing of foster homes and institutions

For additional allowable training topics see:

[Appendix B: Title IV-E Training Topics for Which the State May Claim a Title IV-E Match](#)

Guidance provided on the U.S. HHS website

Training Salaries and Fringe Benefits

The training salaries and fringe benefits paid to county legal personnel or legal staff serving children and their parents in the Texas foster care system for the actual time spent attending or participating in Title IV-E training are reimbursable.

Fringe benefits include but are not limited to the following:

- Federal Insurance Contributions Act (FICA) tax paid by the county
- Insurance
- Retirement
- Workers' compensation
- Professional membership fees

The time spent traveling to and from the Title IV-E training may be included.

Travel for Title IV-E Training

Travel expenses incurred by county legal personnel or legal staff serving children and their parents in the Texas foster care system while attending or participating in Title IV-E training are reimbursable.

Travel costs are limited to the maximum [Travel Reimbursement](#)*External Link* rates noted by the Texas Comptroller of Public Accounts and are limited to actual travel costs.

Reimbursable travel costs may include the following:

- Meals

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- Lodging
- Auto rental
- Gasoline
- Airfare
- Mileage
- Registration fees
- Parking
- Other incidental expenses, such as taxi fees and tolls

Exception

Training that is not directly related to Title IV-E topics is not reimbursable at the 75 percent enhanced rate, but may be reimbursable at the 50 percent Administration match rate. Allowable cost is based on the percentage of time that the employee who attends the training is otherwise engaged in Title IV-E activities.

For more guidance on claiming training that is not related to Title IV-E as an administrative expense, contact the contracts administrator.

5. Attachment E – Federal Assurances and Certifications
6. Attachment F – FY20 DFPS Finance Handbook for County Legal Contracts. This Contract will incorporate "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

https://www.dfps.state.tx.us/handbooks/Title_IV_E_County/Files/IV_EC_pg_5000.asp#IVEC_5000

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000."

- C. Both Parties agree to delete Section VIII of this Contract in its entirety.
- D. Both Parties agree to amend Attachment A: Statement of Work, Section I(B) of this Contract by deleting that Section in its entirety and replacing it with the following:

"B. Provide services in accordance with Attachment B: Budget and Cost Allocation Plan and Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts (Handbook);"

- E. Unless otherwise modified by this Bilateral Amendment or any prior Bilateral or Unilateral Amendments, the Contract will remain in full force and effect.

III. EFFECTIVE DATE.

This Bilateral Amendment is effective Tuesday, October 1, 2019.

IV. SIGNATORIES.

By signing this Amendment, the Parties certify that they have the requisite authority to bind their respective Party to this Amendment.

PERFORMING AGENCY

DFPS

NAME: Todd Little
TITLE: County Judge
DATE: _____

NAME: Trevor Woodruff
TITLE: Acting Commissioner
DATE: _____



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Ellis County, Texas

Title IV-E Legal Budget

October 1, 2019-September 30, 2020

Based on FY 2020 Budget



**Budget for Title IV-E
County Legal Services Contract**

Summary			
		County:	Ellis County
		Agency Account ID:	24736908
		Budget Effective Date:	10/1/19-9/30/20
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$126,365.00	\$19,572.67	\$106,792.33
A.2. Direct Personnel Fringe Benefits	\$47,097.01	\$7,294.86	\$39,802.16
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$1,127.48	\$174.64	\$952.85
A.5. Direct Equipment	\$730.35	\$113.12	\$617.23
A.6. Direct Other Costs	\$136.94	\$21.21	\$115.73
Total Administration	\$175,456.79	\$27,176.50	\$148,280.29
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$0.00	\$0.00	\$0.00
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$173,462.01	\$24,527.53	\$3,799.07
Grand Total	\$199,984.32	\$30,975.57	\$169,008.74
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:			30.978%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			14.140%
<u>Contractor Certification</u>			
_____ Signature		_____ Date	
_____ Printed Name & Title			

**Budget for Title IV-E
County Legal Services Contract**

Administration						
A.1. Direct Personnel Salaries						
County: <u>Ellis County</u>						
Agency Account ID: <u>24736908</u>						
Budget Effective Date: <u>10/1/19-9/30/20</u>						
Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Attorney	\$7,720.17	100%	12	\$92,642.00	\$14,349.32	\$78,292.68
Clerk	\$2,810.25	100%	12	\$33,723.00	\$5,223.36	\$28,499.64
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
Total Direct Personnel Salaries				\$126,365.00	\$19,572.67	\$106,792.33

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.2. Direct Personnel Fringe Benefits			
		County:	Ellis County
		Agency Account ID:	24736908
		Budget Effective Date:	10/1/19-9/30/20
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Hospitalization	\$22,972.43	\$3,558.20	\$19,414.23
Social Security	\$9,744.10	\$1,509.26	\$8,234.83
Retirement	\$14,380.48	\$2,227.39	\$12,153.09
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$47,097.01	\$7,294.86	\$39,802.16

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.3. Direct Personnel Travel			
County:		Ellis County	
Agency Account ID:		24736908	
Budget Effective Date:		10/1/19-9/30/20	
Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$0.00	\$0.00	\$0.00

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.4. Direct Materials and Supplies			
		County:	Ellis County
		Agency Account ID:	24736908
		Budget Effective Date:	10/1/19-9/30/20
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Supplies	\$944.89	\$146.35	\$798.54
Telephone	\$182.59	\$28.28	\$154.31
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$1,127.48	\$174.64	\$952.85

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration A.5. Direct Equipment				
County:		Ellis County		
Agency Account ID:		24736908		
Budget Effective Date:		10/1/19-9/30/20		
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Equipment	Purchase	\$114.12	\$17.68	\$96.44
Computer	Purchase	\$91.29	\$14.14	\$77.15
Copier Expense	Rent	\$524.94	\$81.31	\$443.63
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$730.35	\$113.12	\$617.23

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.6. Direct Other Costs			
		County:	Ellis County
		Agency Account ID:	24736908
		Budget Effective Date:	10/1/19-9/30/20
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Maintenance/Repairs	\$136.94	\$21.21	\$115.73
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Other Costs	\$136.94	\$21.21	\$115.73

*estimated total cost for Title IV-E related activities

**Budget for Title IV-E
County Legal Services Contract**

B. Training									
B.2. Title IV-E Fostering Connections Training (75%)									
County: <u>Ellis County</u>									
Agency Account ID: <u>24736908</u>									
Budget Effective Date: <u>10/1/19-9/30/20</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
<i>NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.</i>									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$0.00	\$0.00	\$0.00

*estimated amount allocable to Title IV-E

**Budget for Title IV-E
County Legal Services Contract**

B. Training									
B.3. Non-Title IV-E Training (50%)									
County: <u>Ellis County</u>									
Agency Account ID: <u>24736908</u>									
Budget Effective Date: <u>10/1/19-9/30/20</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
<small>NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.</small>									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$0.00	\$0.00	\$0.00

*estimated amount allocable to Title IV-E

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative	
County:	Ellis County
Contract Number:	24736908
Budget Effective Date:	10/1/19-9/30/20
<p>Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp</p>	
A. Administration	
A.1. Direct Personnel Salaries	
Attorneys: Two attorneys and one part time clerk have been assigned to CPS related cases. One attorney and clerk will 100% of their time on CPS cases the other attorney will fill in as necessary.	
A.2. Direct Personnel Fringe Benefits	
Fringe benefits are allocated per employee based on the percent of time attributed to the IV-E Program. Only those benefits normally paid or provided to all county employees are included.	
A.3. Direct Personnel Travel	
A.4. Direct Materials and Supplies	
Materials and supplies included in this budget are made up of general office supplies . These expenditures are allocated based on the percent of time attributed to the IV-E program.	
A.5. Direct Equipment	
Equipment includes purchased equipment, computer and a copier rental expense. These expenditures are allocated based on the percent of time attributed to the IV-E program.	
A.6. Direct Other Costs	
Maintenance/repairs includes maintenance and repairs completed on office equipment. These expenditures are allocated based on the percentage of time attributed to the IV-E program.	
B. Training	
B.1. Title IV-E Training (75%)	
B.2. Title IV-E Fostering Connections Training (75%)	
B.3. Non-Title IV-E Training (50%)	
C. Indirect Costs (if applicable)	
The Indirect Cost Rate of 14.14% is derived from the FY2019 2 CFR 200 Cost Allocation Plan submitted by Justice Benefits, Inc. A copy of this plan is on file with TDFPS. An updated version of the CAP will be available soon.	