

ELLIS COUNTY COMMISSIONERS COURT

RECORDED
KRISTAL VALDEZ
ELLIS COUNTY CLERK



RANDY STINSON
Commissioner Pct. #1

TODD LITTLE
County Judge

PAUL PERRY
Commissioner Pct. #3

LANE GRAYSON
Commissioner Pct. #2

Krystal Valdez
Ellis County Clerk

KYLE BUTLER
Commissioner Pct. #4

**NOTICE OF MEETING
ELLIS COUNTY COMMISSIONERS COURT**

Notice is hereby given that a meeting of the Ellis County Commissioners Court will be held on **Tuesday, June 2, 2020, 2:00 P.M.**, in the **Historic Ellis County Courthouse, Commissioners Courtroom (2nd floor), 101 W. Main Street, Waxahachie, Texas** at which time the following will be discussed and considered, to-wit:

IMPORTANT INFORMATION RELATED TO COVID-19 IN CONNECTION TO COMMISSIONERS' COURT MEETINGS:
Visitors will be asked to keep at least six (6) feet apart from other members of the public and Ellis County staff.

OPENING COURT

County Judge will call meeting to order, declare quorum if present, and declare notices legally posted pursuant to Texas Open Meetings Act §551

Motion to open meeting

Invocation and Pledge of Allegiance – Todd Little, County Judge

SWEARING IN CEREMONY

Amber West – Janet Martin, Audit

PUBLIC COMMENT - Members of the public will have the opportunity to make their comments at the time the agenda item is being addressed. This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must present a completed public participation form to the County Clerk at least 10 minutes prior to the beginning of the meeting.

CONSENT AGENDA – Consideration and action:

Administrative:

- A1 Approval of Regular Bills, Payroll, and Officers' Reports.
- A2 Approval of Commissioners' Court Minutes from May 19, 2020. – *Krystal Valdez, County Clerk*
- A3 Acceptance of Annual Road Report for Road & Bridge Precinct 1. – *Randy Stinson, Commissioner, Road & Bridge Precinct 1*
- A4 Acceptance of Annual Road Report for Road & Bridge Precinct 4. – *Kyle Butler, Commissioner, Road & Bridge Precinct 4*
- A5 Acceptance of a donation made to the Sheriff's Office from the Waxahachie Junior Service League in the amount of \$100.00, to be used for Crime Prevention handouts that will be issued at functions such as National Night Out. – *Chuck Edge, Sheriff*
- A6 Acceptance of a donation of two full-page ads in the Ellis County 2020 High School Graduation Magazine, valued at \$799.00. – *Nathaniel Pecina, County Judge's Office*

Financial:

- F1 Acceptance of a tabulated report of the county's receipts and disbursements of funds from May 12, 2020 – May 22, 2020, pursuant to Local Government Code §114.024. – *Janet Martin, Audit*
- F2 Acceptance of the Community Supervisions and Corrections Department (CSCD) monthly financial report for March and April 2020, pursuant to Local Government Code §114.044. – *Katy Kitchens, CSCD*
- F3 **FY2019-20 Line Item Adjustment:** DECREASE 005-0703-508070 RB3 Gen/Misc by \$318.89; INCREASE 005-0703-509090 Repair/Parts by \$318.89. – *Paul Perry, Commissioner, Road & Bridge Precinct 3*
- F4 **FY2019-20 Line Item Adjustment:** DECREASE 001-0010-509380 DWI Warr Review by \$3,762.27; INCREASE 001-0010-508020 Repairs by \$2,954.51; INCREASE 001-0010-508190 Computers by \$62.81; INCREASE 001-0010-509040 Animal Control by \$744.95. – *Chuck Edge, Sheriff*
- F5 **FY2019-20 Line Item Adjustment:** DECREASE 001-0425-508350 Safety/Training by \$1,000.00; INCREASE 001-0425-508650 Employment Screening by \$1,000.00. – *Theresa Taylor, Human Resources*
- F6 **FY2019-20 Line Item Adjustment:** DECREASE 003-0601-509150 Asphalt by \$100,000.00; INCREASE 003-0601-509110 Gravel by \$100,000.00. – *Randy Stinson, Commissioner, Road & Bridge Precinct 1*

- F7 **FY2019-20 Line Item Adjustment:** DECREASE 001-0140-508680 Contract Services by \$9,000.00; INCREASE 001-0140-508020 Equipment Maintenance Repairs by \$9,000.00. – *Todd Little, County Judge*

REGULAR AGENDA – Discussion, consideration, and action:

DEPARTMENT OF DEVELOPMENT

- 1.1 Consideration and action upon a final plat of Kovarik Addition. The property contains a total of ± 3.566 acres of land located in the Rafael De La Pena Survey, Abstract No. 3, on the east side of Andrews Road, ± 1,043 feet south of the intersection of Andrews Road and Old Jones Road, Ennis, Road and Bridge Precinct No. 1.
- 1.2 Consideration and action upon a final plat of Brdecka Heights. The property contains a total of ± 12.00 acres of land located in the J Baker Survey, Abstract No. 35, bordering the south side of FM 983 and ± 540 feet east of the intersection of Hunsucker Road and Alvis Lane, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road and Bridge Precinct No. 1.
- 1.3 Consideration and action upon a final plat of Saucedo Addition. The property contains a total of ± 22.023 acres of land located in the Rafael De La Pena Survey, Abstract No. 3, located at the intersection of Skrivanek Road and Crisp Road, Ennis, Road and Bridge Precinct No. 1.
- 1.4 Consideration and action upon a final plat of A-Affordable Addition Lot 1, Block 1. The property contains a total of ± 1.512 acres of land situated in the G.C. Petty Survey, Abstract No. 1231, located south of the intersection of FM 875 and Westfall Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 3.

PURCHASING

- 2.1 Consideration and action to approve the renewal of a bid with Comprehensive Medical Inmate Services RFP-2016-002.
- 2.2 Consideration and action to approve the renewal of the lease of copiers from Xerox using the Sourcewell Cooperative Contract Number 072771400 in accordance with the Cooperative Purchasing Program, Chapter 271 of the Texas Government Code.

ADMINISTRATIVE

- 3.1 Consideration and action to approve the Subscriber Agreement & Application for public record products and other services with Transunion Risk and Alternative Data Solutions, Inc. – *Vance Hinds, County & District Attorney's Office*
- 3.2 Consideration and action for County Judge to sign a contract between Ellis County and American Medical Response (AMR). AMR shall commence providing services hereunder effective at 7:00 a.m. on October 1, 2020, and this agreement shall continue in full force and

effect for two (2) years through 7:00 a.m. on October 1, 2022. – *Tim Birdwell, Fire Marshal*

- 3.3 Consideration and action to approve a proposed Fund Balance Policy for Ellis County. – *Janet Martin, Audit*
- 3.4 Consideration and action on a resolution regarding three grant awards from the Texas Secretary of State to Ellis County pursuant to the Coronavirus Aid Relief and Economic Security (CARES) Act; 2018 Election Security Grant; 2020 Election Security Grant to help mitigate COVID19 health concerns for the voting public, and ensure high standards for election security in Ellis County. – *Jana Onyon, Elections*
- 3.5 Consideration and action for County Judge to sign Notice of Grant Award for 2020 Help America Vote Act (HAVA) Coronavirus Aid, Relief, and Economic Security (CARES) Act Sub-Grant to Texas Counties, for grant funds in the amount of \$165,627.29, with a match from the county in the amount of \$33,125.52. – *Jana Onyon, Elections*
- 3.6 Consideration and action for County Judge to sign the Certification form of Coronavirus Relief Fund (CRF) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of \$3,460,930.00. – *Samantha Pickett, Emergency Management*

RECESS TO CONVENE TO EXECUTIVE SESSION

EXECUTIVE SESSION

The Commissioners Court of Ellis County reserves the right to adjourn into **Executive Session** at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Texas Government Code 551, or to seek the advice of its attorney and/or other attorneys representing Ellis County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 or as otherwise may be permitted under 551.

ADJOURNMENT OF EXECUTIVE SESSION

ADJOURNMENT

Signed this the 23 day of May, 2020.



Todd Little
Ellis County Judge

I, the undersigned, County Clerk of the Ellis County Commissioners Court do hereby certify that the above Notice of Meeting of the Ellis County Commissioners Court is a true and correct copy of said Notice, that I received said Notice, and it was posted at the doors of the Ellis County Courthouse, a place readily accessible to the general public at all times on the 28th day of May, 2020 at 5:34 a.m./p.m.



Krystal Valdez, County Clerk

By Jina Chambers, Deputy

- The Commissioners Court reserves the right to consider and take action on the above agenda items in any particular order.
- If you or your representative have a disability that requires special arrangements and you plan to attend this public meeting, please contact the County Judge's Office at (972) 825-5011 within 72 hours of the meeting. Reasonable accommodations will be made to meet your needs at the meeting.

COUNTY OF ELLIS
PRECINCT NO. 1

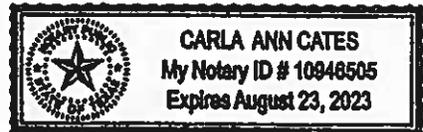
ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: see attachment
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$2,827,029.00
3. Number of traffic control devices in the precinct defaced or torn down:
70
4. Any new road that should be opened in the precinct: Ryder Lane
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Culvert replacements: Bells Chapel, Cactus, Ebenezer, Newton, Pratt, Risigner, Sutton.
Bridge repairs: Hunsucker Road _____

Submitted by the undersigned on this 19th day of May 2020.
Commissioner Randy Stinson, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this 19th day of May 2020.

Notary Public Carla Ann Cates
Printed Name: Carla Ann Cates
My commission expires: 08-23-2023



Precinct 1 Bridges 2019

AA0103-000 Ellis County Bridge List

AA0322-003 P1 Ebenezer Rd. over Grove Creek Trib.	Satisfactory condition
AA0329-002 P1 Wilson Rd. over Cottonwood Creek	Good condition
AA0329-003 P1 Wilson Rd. over Cottonwood Creek	Satisfactory condition
AA0329-004 P1 Wilson Rd. over Cottonwood Creek	Satisfactory condition
AA0400-001 P1 Boyce Rd. over Grove Creek	Satisfactory condition
AAA0423-001 P1 Farrar Rd. over Red Oak Creek	Satisfactory condition
AAA511-001 P1 India Rd. over India Branch	Good Condition
AA0527-001 P1 Neck Rd. over Red Oak Creek	Fair Condition
AA0531-001 P1 Parker Hill Rd. over Grove Creek	Satisfactory condition
AAA0551-001 P1 Garrett Ave. over Cottonwood Creek	Satisfactory condition
AA0551-002 P1 Garrett Ave. over Grove Creek	Satisfactory condition
AA0559-002 P1 Ebenezer Rd. over Grove Creek	Good condition
AA0559-004 P1 Ebenezer Rd. over cottonwood Creek	Good condition
AA0562-001 P1 Rutherford Rd. over Red Oak Creek	Good condition
AA0571-001-P1 Palmyra Rd. over Red Oak Creek	Good condition
AA0572-002 P1 Palmyra Rd. over Brushy Creek	Good condition
AA0580-001P1 Hunsucker Rd. over Brushy Creek	Satisfactory condition
AA0582-001 P1 Batchler Rd. over Bear Creek	Satisfactory condition
Aa0597-001 P1 Bluff Springs Rd. over Bear Creek	Satisfactory condition
AA03-98-002 Broadhead Grove	Satisfactory Condition
AA03-99-001 Youngblood Grove	Satisfactory Condition
AA04-88-001 Novy Burns	Satisfactory Condition (TXDOT- Sign 7/2018)
AA04-88-002 Novy Village Relief	Satisfactory Condition
AA04-88-003 Novy Village	Satisfactory Condition
AA04-89-001 Whitehouse Smith	Satisfactory Condition
AA04-93-001 Union Hill Smith	Satisfactory Condition
AA05-37-001 Crisp Village	Satisfactory Condition

2019/2020 Ellis County Precinct 1 Annual Road Report

County Roads	Miles	Pct	Contc. Miles	Chip Seal Miles	Gravel Miles	Year rebuilt	Road Condition 1=Poor to 5 = Excellent	Potholes/Reconstruct & seal/Reseal	Reason for degradation	Maint. Cost
Abner Rd	0.247	1		0.247		2017	4	S/RS		\$0.00
Avis Ln.	0.4	1		0.4		2018	5	RECON/S/RS		\$0.00
Almond Rd	1.512	1		1.512		2013	4	PH		\$185.00
Alsodorf Rd.	4.09	1		4.09/2.0		2019-20	3-5	PH	trucks	\$179,520.00
Americana Rd	0.362	1		0.362		2017/2018	3	PH	traffic/weather	\$0.00
Andrews Rd.	1.79	1		1.79		2012	4	PH	weather	\$4,625.00
Askew Rd	0.289	1		0.3			4	PH		\$0.00
Barkwell Cir	0.147	1		0.147		2013	4	PH	weather	\$0.00
Batchler Rd	2.804	1		2.7		2015	2	PH	over wt. trucks	\$330.00
Beils Chapel Cir	0.05	1		0.05		2011	4	PH	weather/ cuvert	\$2,250.00
Berr Trail	0.595	1		0.6		2013	4	PH	weather	\$485.00
Bennett	0.6	1		0.6		2012	4	PH	weather	\$185.00
Berkshire Ln.	0.37	1	0.37				4	PH		\$330.00
Blue Ribbon Rd.	1.523	1		0.523		2019-20	5	PH	weather	\$46,944.00
Bluff Springs Rd	2.23	1		2.23		2017/2018	5	RECON/S/RS	over wt.trucks/weather	\$0.00
Bobs Run Rd	1.134	1		1.134		2019-20	5	PH	over wt. trucks	\$58,907.00
Boyce 1	0.5	1		0.5		2015	3	PH	weather	\$0.00
Old Boyce Rd.	3.69	1		3.69		2008	3	PH	over wt. trucks	\$680.00
Brushy Creek Rd	1.05	1		1.05		2008	3	PH	over wt. trucks	\$826.00
Brushy Way	0.5	1		0.5		2008	3	PH	weather	\$330.00
Burl Moore	1.39	1		1.39		2012	4	PH	weather	\$330.00
Broadhead Rd.	0.5	1		0.5		2012	5	PH		\$330.00
Cactus Rd	1.24	1		1.24		2019-20	4	RECON/S/RS	over wt. trucks/cuverts	\$116,302.00
Carman Dr	0.624	1		0.62		2017	5	RECON/S/RS	weather/traffic	\$0.00
Castle Ridge	0.445	1		0.45		2007	3	PH	weather/traffic	\$185.00
Chaparral	0.8	1		0.6		2019-20	5	PH	over wt. trucks	\$53,856.00
Chapel Ct	0.12	1		0.12			3	PH		\$185.00
Chapel Hill Ln	0.99	1		0.59		2015	3	PH		\$185.00
Chmelar Rd.	1.557	1		1.557		2012	4	PH	over wt. trucks	\$300.00
Christian Rd.	2.33	1		2.33		2012	4	PH	weather	\$495.00
Crisp Rd.	2.71	1		2.71			3	PH		\$660.00
Chazlin Cl.	0.44	1	0.44				5			\$0.00
Cholce Dr	0.71	1	0.71				5	PH		\$330.00
Church Cir.	0.2	1		0.2		2012	4		weather	\$0.00
Church St.	1.1	1		1.1		2012	4		weather	\$0.00
Clouse	0.05	1		0.05	0.05		1			\$0.00
Cochise Dr	0.3	1		0.3			3		over wt. trucks	\$0.00
Coffey	0.3	1		0.3		2019-20	5	PH	over wt. trucks	\$26,928.00

Road Name	Miles	Pct	Concrete Miles	Chip Seal	Gravel Miles	Year rebuilt	0=poor to 5 = Excellent	Potholes/RS	Reason for degradation	MainL. Cost
Cole Rd	1	1		1		2013	4	PH	traffic	\$495.00
Concho Cir	0.1	1	0.1				3			\$0.00
Courtney	0.14	1	0.14				5			\$0.00
Courtney Meadow	0.3	1	0.3				5			\$0.00
Cottonwood St	0.458	1		0.46		2013	4	PH		\$165.00
Creekview	0.327	1		0.33		2012	4	PH	weather	\$165.00
Crest Brook	0.454	1		0.46		2008	3	PH	weather	\$330.00
Carlton Parkway	0.37	1		0.37		2008	3	PH	weather	\$165.00
Crescent View Dr.	0.48	1		0.48		2012	4	PH		\$330.00
Dandy Mill	0.392	1		0.392		2016	5		over wt. trucks	\$0.00
Davenport	0.37	1	0.37				5	PH		\$330.00
Deborde Cir	0.67	1		0.67		2014	4	PH	weather/traffic	\$165.00
Diane Rd	0.486	1		0.5		2011	4			\$0.00
Dublin Ct.	0.13	1	0.13				5			\$0.00
Eason Rd.	2.6	1		2.6		2017	4	RECON/S/RS	over wt. trucks/weather	\$0.00
Eagles View Dr.	0.41	1		0.41		2012	4	PH	weather	\$330.00
Eagles Roost Cir.	0.076	1		0.41		2012	4	PH	weather	\$165.00
Eastridge Cir	1.243	1		1.243		2011	4	PH	trucks	\$330.00
East India Rd.	1.83	1		1.83		2019-20	5-4	PH	traffic/weather	\$164,260.00
Ebenezer Rd	3.335	1		3.335/1.3		2016/2011	4-5	PH	traffic/ weather/cutverts	\$116,688.00
Flower Meadows	0.11	1	0.11				5			\$0.00
Fox Trail	0.21	1		0.6		2013	1		weather	\$0.00
Eleven League	0.6	1		0.6	0.055		4			\$0.00
Emil Ln.	0.055	1								\$0.00
Emmett Cir	0.449	1		0.449		2015	4	PH	weather	\$495.00
Epps Rd	2.387	1		2.387		2007	2	PH	over wt. trucks	\$375.00
Ewing Rd	1.68	1		1.68		2013	2	PH		\$660.00
Fallen	0.546	1		0.546		2012	5	PH		\$165.00
Farrar Rd	5.061	1		5.061		2009	3	PH	over wt. trucks	\$2,400.00
Ferris Rd	0.254	1		0.254		2018	4	PH	traffic/weather	\$330.00
Festus Rd.	1.018	1		1.02		2018	3	PH	over wt. trucks	\$0.00
Garrett Ave	3.628	1		3.628		2018	3	PH		\$330.00
Gentle Ridge	0.174	1		0.174		2007	3		weather	\$0.00
Gibson Rd	3.258	1		3.258		2014	5-3	PH		\$495.00
Glaspy Rd.	0.53	1		0.53	0.53	2017	5	RECON/BASE	traffic/weather	\$2,500.00
Golden Coast Cir	0.08	1	0.08				5			\$0.00
Goliad Cir	0.891	1		0.89		2013	4	PH		\$165.00
Green Oaks	0.171	1		0.171		2010	4	PH		\$165.00
Hall Rd	1.812	1		1.612		2018-19	5	PH		\$0.00
Hampel Rd.	2.2	1		2.2		2009	5-2	PH	over wt. trucks	\$165.00
Hampshire	0.328	1		0.328		2007	3	PH	traffic/weather	\$330.00
Harper Dr	0.778	1		0.778		2018-19	5	PH	traffic/weather	\$0.00
Hart Cir	0.175	1		0.175		2009	4		traffic/weather	\$0.00
Heard Rd.	0.2	1		0.2		2013	5			\$0.00

Road Name	Miles	Pct	Concrete Miles	Chip Seal	Gravel Miles	Year rebuilt	0=poor to 5 = Excellent	Potholes/RS	Reason for degradation	Maint. Cost
Hearn Ln.	0.55	1	0.55				5			\$0.00
Heather Ln	0.4	1		0.4			4	PH	weather	\$165.00
Henry Ln	0.5	1		0.5		2018-19	5	RECON/S/RS	over wt. trucks	\$0.00
Hill Rd	0.378	1		0.38			2	PH	weather	\$330.00
Honey Tree Dr	0.182	1		0.162		2010	3		weather	\$0.00
Hunsucker Rd	2.88	1		2.88		2018-19	5	RECON/S/RS	Traffic/over , Bridge	\$10,883.20
Hurst Cir	1.448	1		1.448		2014	5	PH	traffic	\$165.00
Ike Rd.	1.123	1		1.123		2015	5		weather	\$0.00
India Rd	0.708	1		0.709		2005	2	PH		\$165.00
India Rd, E	1.838	1		1.838		2014	5	PH	over wt. trucks	\$165.00
James	1.31	1		1.31		2018-19	5	PH	over wt. trucks	\$0.00
Jason Dr	0.624	1		0.62		2017	5	RECON/S/RS	weather	\$0.00
Jeffrey Rd	0.322	1		0.322		2013	4	PH		\$330.00
John Rockett	0.32	1	0.32			2018	5			\$0.00
Kings Court	0.37	1	0.37				5			\$0.00
Kimberly Hill	0.444	1		0.444		2013	4	PH	trucks	\$165.00
La Cresta	0.275	1		0.28		2009	3	PH	traffic/weather	\$330.00
Lasseter Dr	0.87	1		0.87		2017	5-3	RECON/S/RS	traffic/weather	\$10,000.00
Link Ct	0.219	1		0.219		2011	4	PH	weather	\$165.00
Link Dr	0.408	1		0.409		2011	4	PH	weather	\$1,982.00
Littledock Rd	0.886	1		0.888		2009	3	PH	traffic	\$165.00
Loma Linda Rd	0.655	1		0.655		2007	3	PH	traffic	\$330.00
Loycle	0.14	1		0.14						\$0.00
Lyon Lane	0.327	1		0.327		2013	4		over weight trucks	\$0.00
Lynn Anne Dr	0.534	1		0.534		2011	4		weather	\$0.00
Magellan Cir	0.602	1		0.602		2007	2		weather	\$0.00
Maple Leaf St	0.17	1		0.17		2007	2		weather	\$0.00
Margaret Ln	0.523	1		0.523		2018-19	5	RECON/S/RS	weather	\$0.00
Martinek	0.419	1		0.419					weather	\$165.00
Matt Rd	0.693	1		0.693		2010	3	PH	weather	\$0.00
McDaniel Rd.	1.25	1		1.26		2018-19	5	PH	over wt. trucks	\$0.00
McKeever Rd	1.201	1		1.201		2009	3	PH	over weight trucks	\$330.00
McKnight Rd	0.895	1		0.895		2019-20	5	RECON/RS	over weight trucks	\$80,335.00
Maree Ct	0.2	1		0.2		2008	3	PH	weather	\$165.00
Maree Dr.	0.598	1		0.689		2008	3	PH	weather	\$165.00
Meadow Glenn Dr	0.2	1	0.2							\$0.00
Meadow Lark Ln	0.721	1		0.721		2018-19	5	RECON/RS	weather	\$0.00
Meandering Way	0.277	1		0.277		2007	3	PH	weather	\$330.00
Melante Ln	0.464	1		0.464		2014	5			\$0.00
McHundro Dr	0.766	1		0.766		2019-20	5	PH	trucks	\$68,756.00
Moyer	1.03	1		1.03		2016/2008	2-5		over wt. trucks	\$0.00
Navajo Rd	0.345	1		0.345		2011	4	PH	weather	\$330.00
Neck Rd	4.453	1		4.453		2016/2014	4	PH		\$495.00
Newton Rd	5.498	1		5.5		2019-20	5	RECON/RS	over wt. trucks/culverts	\$495,680.00

Road Name	Miles	Pct	Concrete/miles	Chip Seal	Gravel/miles	Year rebuilt	0=poor to 5 = Excellent	Potholes/RS	Reason for degradation	Maint. Cost
N. Old Walnut St.	0.11	1		0.11		2012	4		weather	\$0.00
S. Old Walnut St.	0.32	1		0.32		2012	4		weather	\$0.00
Novy Rd.	2.41	1		2.41		2012	4	PH	trucks	\$165.00
Nolan Rd	0.915	1		0.915		2008	2	PH	over wt. trucks	\$330.00
Norman Rd	2.601	1								\$0.00
Oakcreek Plaza	0.089	1	0.089							\$0.00
Oakcreek Rd	0.325	1	0.325							\$0.00
Oates Rd	1.776	1		1.776		2019-20	5	RECON/RS	over wt. trucks	\$159,413.00
Oglesby Rd	1.002	1		1.002		2008	3	PH	weather	\$330.00
Old Elm	0.224	1		0.224			4		weather	\$330.00
Old Gln Rd.	1.41	1		1.41		2012	4	PH	weather	\$0.00
Old Oak ST.	0.24	1		0.24		2012	4		weather	\$0.00
Old Pecan St.	0.243	1		0.243		2012	4		weather	\$0.00
Orr Cir	0.3	1		0.3		2019-20	5	RECON/RS	over wt. trucks	\$28,928.00
Otter Rd	0.325	1		0.325		2010	3	PH	weather	\$165.00
Old Jones	1.3	1		0.5	1.3		3			\$0.00
Pace Rd	1.086	1		1.069		0	1	RECON/RS	over wt. trucks	\$330.00
Palmyra Rd	5.244	1		5.244		2016/2014	5-3	PH	over wt trucks	\$6,350.00
Panorama Loop	0.5871	1		0.5871			3	PH	weather	\$165.00
Parker Ridge	0.61	1		0.61			2	PH	weather	\$165.00
Park Crest	0.32	1		0.32			2		weather	\$0.00
Park Meadows	0.13	1	0.13				5			\$0.00
Parker Rd	0.59	1		0.59		2008	3	PH	weather	\$165.00
Parker Hill	4.086	1		4.086		2014	5	PH	1.0 miles	\$165.00
Pecos	0.072	1		0.072			3			\$0.00
Pine Rd	4.09	1								\$0.00
Pierce Rd.	1.53	1		1.53		2013	4	PH	traffic	\$1,322.00
Pratt Rd	3.318	1		3.318		2015	4	PH	traffic/culverts	\$1,485.00
Preston Rd	0.582	1		0.582		2011	4	PH	traffic	\$165.00
Pritchett Rd	0.8	1		0.8		2016	5		weather	\$0.00
S.Pump House	0.5	1		0.5			Dirt			\$0.00
Pump House	1.38	1		1.38			3	PH	weather	\$330.00
Quail Run Ct	0.094	1		0.094		2008	3		weather	\$0.00
Rachelle	0.793	1		0.793		2011	4		weather	\$0.00
Ranch One Rd	0.371	1		0.371		2010	4			\$0.00
Ranch Two Rd	0.314	1		0.314			3		over wt. trucks	\$0.00
Ranier Ct	0.119	1		0.119		2008	3		weather	\$0.00
Raintree Rd.	0.05	1		0.05			2		over wt. trucks	\$0.00
Remington Dr	0.917	1		0.917		2014	4	PH	weather	\$165.00
Ridge Crest St	0.453	1		0.453		2007	3	PH	weather	\$330.00
Ridge Oak Ct	0.069	1		0.069		2008	3	PH	weather	\$165.00
Ridge Oak Dr	0.809	1		0.809		2008	3	PH	weather	\$165.00
Ridge Way	0.319	1		0.319		2007	3	PH	over wt. trucks	\$165.00
Ridgewood Dr	0.767	1		0.767		2008	3	PH	over wt trucks	\$165.00

Road Name	Miles	Pct	Concretemiles	Chip Seal	Gravelmiles	Year rebuilt	Open to 5 = Excellent	Pathole/RS	Reason for degradation	Maint. Cost
Rios Rd	0.5	1			0.5		2		weather	\$0.00
Risinger Rd	2.05	1		2.05		2015	4	PH	over wt. trucks, culvert	\$1,630.00
Robert	0.133			0.133						
Robnett	1.658			1.658		2019-20	5	RECON/S/RS	over sl. trucks	\$148,822.00
Rock Creek Ln	0.654	1		0.645		2017	5	RECON/S/RS	weather	\$0.00
Rock Creek Dr.	0.172	1		0.172		2007	3	PH	over wt. trucks	\$330.00
Rock Hill Dr	0.386	1		0.386		2015	3	PH/Ditches	over wt. trucks	\$1,000.00
Rocky Ridge St	0.913	1		0.193		2014	5	PH	weather/traffic	\$330.00
Ross Rd	0.024	1		0.024		2011	3			\$0.00
Rutherford Rd	3.032	1		3.032/10.2		2019-20	5	PH	over wt. trucks	\$17,952.00
Rusby Creek Cir.	0.05	1		0.05			2		weather	\$0.00
Rusby Creek Trl.	0.42	1		0.42			2	PH/Ditches	weather	\$1,000.00
Ryder Lane	0.36	1	0.36			2019-20	5			\$0.00
Shade Tree St.	0.116	1		0.116		2012	4		weather	\$0.00
Shankle Rd.	2.51	1		2.51		2017	5	RECON/S/RS	weather/traffic	\$0.00
Skrvanek Rd.	0.81	1		0.81		2012	4	PH	weather	\$330.00
Slate Rock Rd.	3.5	1		3.5		2012	4	PH	weather	\$330.00
Stacks Rd.	3.25	1		3.25		2012	4	PH	over weight trucks	\$826.00
Sugar Ridge	2.9	1		2.9		2015	5	PH	over wt. trucks	\$330.00
Sanger Creek	0.89	1		0.89			2		weather	\$0.00
Sawmill Rd	1.5	1		1.5		2005	3		over wt. trucks	\$0.00
Scenic Ct	0.103	1		0.103		2007	3	PH	weather	\$330.00
Scenic Dr.	0.36	1		0.36		2007	3	PH	weather	\$330.00
Shadow Dr	0.362	1		0.362		2008	3	PH	weather	\$165.00
Shadow Ridge Dr	0.382	1		0.382		2008	3	PH	weather	\$165.00
Shady Brook	0.55	1		0.55		2018	5	PH	weather	\$165.00
Shady Creek Cir	0.9	1		0.9		2010	3	PH	weather	\$165.00
Sharpshire	0.4	1		0.4		2009	3	PH	weather	\$165.00
Sharpshire East	0.812	1		0.812		2018	4	PH	weather	\$165.00
Sharpshire North	0.24	1		0.24		2007	3	PH	over wt. trucks	\$0.00
Shelby Cir	0.9	1		0.9			5		over wt. trucks	\$165.00
Silver Creek Cir	0.08	1	0.08				5			\$0.00
Smith Cemetery R	0.227	1		0.227		2016	5	PH	over wt. trucks	\$165.00
So. Main St.	0.55	1		0.55						\$0.00
Southwick	0.55	1		0.55		2014	5	PH	weather	\$165.00
Springdale Ct	0.037	1		0.037		2007				\$0.00
Springdale Dr	0.188	1		0.188		2007	3		weather	\$0.00
Squires Ct.	0.2	1	0.2				5			\$0.00
Stagcoach St	0.535	1		0.535		2008	3	PH	weather	\$330.00
Stainbeck Rd	0.5	1		0.5		2015	2		over wt. trucks	\$0.00
Stonebridge Dr	0.145	1		0.145		2016	5		weather	\$0.00
Steeldust Dr.	0.3	1	0.3				5			\$0.00
Steeldust Ct.	0.3	1	0.3				5			\$0.00
Summerall Cir	0.1			0.1		2018	4	PH	weather	\$330.00

Road Name	Miles	Pct	Concretemiles	Chip Seal	Gravelmiles	Year rebuilt	0=poor to 5 = Excellent	Pothole/RS	Reason for degradation	Maint. Cost
Summerall	0.5	1		0.5		2018	4	PH	weather	\$330.00
Sunrise Ct	0.277	1		0.227		2012	4	PH	weather	\$165.00
Sutton Rd	2.46	1		2.46		2018	5	PH	weather/culverts	\$3,552.00
Sunridge	1.2	1		1.2		2017	5-4	RECON/SIRS	weather	\$0.00
Tail Willow	0.168	1		0.168		2012	5			\$0.00
Tanner's Farm Rd	0.51	1		0.51		2016	5	PH	over wt. trucks	\$165.00
Ten Mile Rd	2.431	1		2.431		2018	4	PH	over weight trucks	\$0.00
Texas Dr	0.311	1		0.311		2018	5	RECON/SIRS	weather/ over wt trucks	\$100.00
Thomas	0.1	1	0.1				5			\$0.00
Timberland Dr	0.28	1		0.28		2007	3	PH	weather	\$330.00
Trojacek	1.51	1		1.51			5		over wt. trucks	\$0.00
Tree House Ln	0.385	1		0.385		2017	5	RECON/SIRS	over wt. trucks	\$19,250.00
Trinily Basin Rd	0.7	1		0.7		2005	3		over wt. trucks	\$0.00
Trunbull Cir.	0.327	1		0.327		2019-20	5	PH	weather	\$29,351.00
Trunbull Rd	0.971	1		0.971		2019-20	5	PH	trucks	\$87,156.00
Trunbull Rd	0.06	1		0.06		2019-20	5	PH	over weight trucks	\$5,325.00
Trunbull Rd	1.284	1		1.264		2018	4		over weight trucks	\$0.00
Union Hill Rd.	5.945	1		5.945		2017	5-4	RECON/SIRS	weather/width	\$0.00
Valdez Rd.	0.8	1		0.8		2012	4		weather	\$0.00
Vannerson Rd.	0.61	1		0.61		2017	5	RECON/SIRS	over wt. trucks	\$0.00
Vineyard View	0.424	1		0.424		2019-20	5	PH	weather	\$330.00
Vinson Camco sid	0.3	1	0.3			2013	3		trucks	\$0.00
Vinson Ln	1.886	1	1.886			2013	5	PH		\$495.00
Walnut	0.255	1		0.255		2012	4		weather	\$0.00
Westminster Rd.	0.4	1		0.4		2007	3	PH	weather	\$165.00
Wester Rd	2.627	1		2.627		2018	4-3	PH	weather/trucks	\$1,322.00
Whitehouse Rd.	1.58	1		1.58		2012	4	PH	weather	\$860.00
Wickliffe Rd	1.973	1		1.973		2018	5	PH	trucks	\$1,322.00
Windsor	0.13	1	0.13				5			\$0.00
Willow Creek	0.5	1		0.5		2013	4			\$0.00
Wilbrook Rd	0.317	1		0.317		2014	4			\$0.00
Wishire Cir.	0.2	1	0.2	0.2			4	PH		\$165.00
Wilson Rd	6.5	1		6.5	1.2	2016/2015	5-3	PH	weather/trucks	\$495.00
Wolf Springs Rd	1.353	1			1.353	2018	5	RECON/SIRS		\$0.00
Woodridge Rd	1.933	1		1.933		2010	3	PH	weather	\$660.00
Youngblood	1.809	1		1.809		2012	4	PH	weather	\$330.00
Zodiac Strait	0.337	1		0.337		2016	3		weather	\$0.00
Total	242.4459		3.486	234.6289	4.62					\$1,984,923.20

COUNTY OF ELLIS
PRECINCT NO. 4

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: Heavy loads, heavy traffic, weather and growth etc.
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,725,283.00
3. Number of traffic control devices in the precinct defaced or torn down: 56
4. Any new road that should be opened in the precinct: N/A
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: \$36,333.34 (Hampton Bridge replacement)

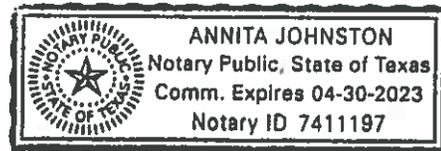
Submitted by the undersigned on this 15th day of May 2020.

Kyle Butler
Commissioner Kyle Butler, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 15th day of May 2020.

Annita Johnston
Notary Public

Printed Name: Annita Johnston
My commission expires: 4-30-2023



2019/2020 Ellis County Precinct 4 Annual Road Report

County Roads	Miles	Conc. Miles	Asph. Miles	Chip Seal Miles	Gravel Miles	Year Rebuilt	P/H Reconstruct Seal & Reseal	Road Condition 1=Poor to 5 = Excellent	Culvert Replacement	Drainage / Tree Trimming	Bridge Repair or Replacement	Maint. Cost
1890 Crossing	0.248		0.528			2017		5				0
Aileen Dr	0.209			0.209			RS	3.5				5704
Allen Rd	0.272			0.272			P/H	3		T/T		1256
Alesha	0.400			0.400			Rc-S	3.5				19,808
Anderson Rd	0.818			0.818		2012	P/H	3		T/T		100
Andrea	0.528			0.528		2017	RS	3.5				0
Anita Ln	0.502			0.502			P/H	3				150
Antelope Tr	0.362			0.362		2018	RS	3.5				0
Ashely Cir	0.042	0.042						4				0
Armstrong Rd	2.500			2.500		2018	Rc-s	4		T/T		0
Augusta Rd	0.391			0.391		2019	RC-RS	4				29400
Azalea Dr	0.237			0.237			P/H	2				50
Barbra Way	0.258		0.258			2018	P/H - S	2.5				0
Back Forty	0.300			0.300		2018	Rc-S	4				0
Becky Ln	2.212			2.212		2015	P/H	3				150
Bells Chapel Rd	2.644			2.644		2012	P/H	3				150
Big Sky Dr	2.112			2.112		2011	P/H	3				150
N. Black Champ Rd	4.247			1.300		2019	RC-RS	4				127400

BurkHouse	0.700		0.700		2018	RC-S	4		Drainage		0
Bob White Ln	1.291	1.291				PH	2		TT		1200
Bobby Smith Ln	0.320		0.320		2017		4				0
Bois D'Arc St	0.872		0.872		2016	RS	3.5				0
Bond St	0.431		0.431		2019	RC-RC	4		T/T DRNG		39200
Breezy Hill	0.279		0.279		2018	RC-S	4				0
Broadhead Rd	3.652		3.652		2013	PH	4.5				75
Bryson Ln	3.543		3.543		2014/2018	Sec Rc-S	4.5		DRNG		134664
Buchanan Dr	0.430		0.430		2019	RC-RS	4		TT		39200
Buckrom Dr	0.373		0.373			PH	2				225
Buffalo St	0.936		0.936		2019	RS	4				25000
Burney Ln	0.120		0.120		2019	RC-RC	4				9800
Burr Oak Ln	0.073	0.073				PH	4				175
CR-109	0.300		0.300		2020	RC-RS	4				29568
Carriage Dr	0.220		0.220		2013	PH	4		2017 chip lock		0
Catawba Rd	0.651		0.651			PH	3				135
Cecilia Ave	0.487		0.487		2018	RC-S	4		DRNG		0
Cedar Ridge Ct	0.482		0.482		2019	RC-RS	4		C/D		39200
Cedar Tone St	0.258		0.258		2019	RC_RS	4		C/D		19600
Cedar View	0.416		0.416		2019	RC-RS	4		C/D		39200
Cement Vally Rd	1.029		1.029		2015	PH	4				75
Chad Ln	0.336				2017	RC&S	4				0
Champion Rd	0.291		0.291		2019	RS	4				10000
Charles Ave	0.484		0.484		2018	RC-S	4		DRNG		25808
Chautauqua	0.239		0.239		2013	PH	4		2017 chip lock		0
Clay Ln	0.415		0.415		2017	RC&S	4				0
Coldwater Ct	1.584	1.584					4				0
County Road 109	1.160		1.160		2019	Lev-RS	4		C/D		12500

Covey Run	0.058		0.058			PH	4			75
Creek Cir	0.469		0.469			PH	3			75
Crest Haven St	0.223		0.223			PH	3			125
Cross Creek Ct	0.528	0.528					2.5			
Crystal Springs	0.172		0.172		2014	PH	3			100
Curtis Ct	0.270		0.270		2016	RS	3			0
Cypress Rd	0.267		0.267		2019	RS	4		C/D	5200
Dawson	0.400		0.400		2018	Rc-S	4		DRNG/TT	0
Daniel Rd	0.333		0.333		2019	RS	4			7500
Desert Ln	0.130		0.130			PH	1			25
Dividend St	0.437		0.437		2016	PH	4			75
Dixie Dr	0.338		0.338			Patch	2.5			300
Dove Dr	0.317		0.317				3			0
Eagle Nest	0.582	0.582			2015		4.5			0
Eastgate St	0.604		0.604		2016		4.5			0
Elizabeth St	0.352		0.352		2018	RC-S	4			0
Elk Tr	0.362		0.362		2019	RS	4			5200
Ellis Ave	0.445		0.445		2019		4			39200
Elm Creek Ln	0.126	0.126					3			0
Emo	1.584	1.584					3			0
Enterprise Rd	0.055		0.055				3			0
Falconway	0.592		0.592		2010		4			0
Farmer's Way	0.055	0.055					4			0
Fawn Ridge Dr	0.180		0.180		2012	PH	3			150
Forbes Rd	1.533		1.533		2019	Lew-S	3.5			27500
Galeita	0.131		0.131							0
Gibson Rd	0.150		0.150			PH	1			450
Gilco Rd	2.838		2.838		2016	Gravel/ blade	2.5		TT	1750

Marshall Rd	0.460		0.460		2014	PH		4				150
Mason Ln	2.112	2.112			2019	patch		5				50000
Maumee Rd	0.388		0.388			PH		2				200
Mavis	3.168	3.168				patch		3				750
Mattie Ln	1.000	1			2019	Lrg patch area		5			60000	
Meadow Dr	0.196	0.196						3				0
Meadow Ln	0.115	0.115						3				0
Maple Leaf St	0.300		0.300		2019	RC-RS		4			29400	
Meghann Ln	2.64	2.640			2019	Lrg patch area		5			35000	
Miller Rd	3.406		3.406		2018	level up & RS		4				0
Mockingbird Ln	1.152		1.152			level up & RS		3		TT		15200
Montgomery Rd	1.585		1.585		2014	PH		5				125
Moose	0.094		0.094		2019	RS		4				970
Morgan Creek Dr	2.112		2.112		2016	PH		3.5				50
Mt Zion Rd	0.632		0.632		2015							0
Mulberry Ln	0.809		0.809		2019	RS		4			20000	
Mulkey Rd	0.507		0.507			PH		2				250
Murr Rd	1.774		1.774		2016	PH		3.5				150
Muskingum Rd	0.455		0.455			PH		3				75
Narrow Rd	1.368		1.368		2018			4				0
Norrell Rd	2.111		2.111		2016/2017	PH		3.5		DRNG		125
North Armstrong Rd	2.604		2.604		2018	RC-S		4		DRNG		0
Northview Dr	0.317		0.317			PH		2				75
Oak Dell Ln	0.423		0.423		2019	RC-RS		4			39200	
Oak Hollow Rd	0.592		0.592					2				0
Old Fort Worth Rd	0.863		0.863		2018	RC-S		4				0
Omega Dr	0.528	0.528						2				0
Paddock Ridge	1.584	1.584						3		TT		200

Panorama Loop	1.362		1.362			PH		3					200
Patrick Rd	1.381		1.381			PH		2		TT			550
Pecan Creek Cir	0.123	0.123						3					0
Pecan Creek Dr	0.389	0.389						3					0
Pecos St	0.072		0.072			PH		2		DRNG			125
Pierce Rd	2.728		2.728		2013	PH		3					225
Prairie Creek Rd	0.752		0.752			PH		2					450
Prairie Dr	0.093		0.093			PH		2					325
Prairie View Ln	0.754		0.754			PH		2					350
Quail Run Ln	0.295	0.295				patch		2.5					0
Quail Nest	0.067	0.067				patch		2.5					0
Ranch House	0.300		0.300		2018	Rc-S		4		DRNG			0
Ralston Lake Rd	0.451		0.451			PH		2		DRNG			850
Ranch Cedar Rd	0.413		0.413			PH		1					75
Ray White Rd	0.386		0.386		2014	PH		3					75
Red Bird Tr	0.369		0.369		2012			3					0
Red Oak Cir	0.126	0.126						3					0
Ring	0.870		0.870		2019	RC-RS		4					78400
Robinson Rd	0.164		0.164		2016	PH		3.5					50
Rock Creek Dr	0.172		0.172			PH		2					125
Rocky Mountain	0.154		0.154			PH		2					125
Roxy Rd	0.500		0.500										0
Royal Park	0.600		0.600			PH/RS 2017		3					0
Ruby Ave	0.397		0.397		2018	Rc-S		4	PH	DRNG/TT			125
Saddle Horn Ln	1.056	1.056						3		TT			350
Saddle Ridge	1.056	1.056						3					0

Squire Pl	0.215		0.215			PH		2					75
Squirrel Dr	0.072		0.072			Bladed 2014		2					0
St Andrews Dr	0.836	0.836						4					0
St Paul Cemetery Rd	3.696		3.696		2016	PH		4					150
Sleepchase	0.652		0.652			PH		2					50
Stephenson Rd	1.440					blade	1.44 2014 sec	3			New bridge & wrap rock/paint		1,250
Sterrett Rd W	1.641		1.641			PH		2					250
Stone	0.140	0.140						4					0
Stones Ct	0.078	0.078						4					0
Sudith Ln	1.488		1.488		2010			3					0
Tar Rd	0.544		0.544		2014			4					0
Talor Brown Rd	0.964		0.964		2019	RC-RS		1	cul replace		T/T DRNG		98000
Tecumseh Rd	0.721		0.721			PH		2					75
Tishomingo Rd	0.425		0.425			PH		2			DRNG		3200
Toccoa	0.135		0.135			PH		2					100
Tracy Ln	0.503		0.503			PH		2	wrap rock		DRNG		4200
Tranquill Place	1.674	1.674				PH		3					0
Travis St	0.152		0.152		2019	RC-RS		4					9800
Tugaloo Cir	0.067		0.067			PH		2					
Turnberry Ln	0.528	0.528						3					0
V V Jones Rd	5.450		2.100		2019	RC-RS		4					196000
Valley Dr	0.080		0.080		2011	PH		2					65
Victorian Dr	0.624		0.624		2017	laydown		4.5					0
Victory Ct	1.584	1.584						3					0
View Dr	0.091		0.091		2012	PH		3.5			TT		350
View Dr, E	0.092		0.092		2012	PH		3.5			TT		350
Vintage Dr	0.307		0.307		2011	PH level		3.5			chip lock		125

Sourthgate Dr.	0.067	359								5	5	Springfield Lakes				0
Springfield Lakes Dr.	0.222	1175								5	5	Springfield Lakes				0
Ledgestone Ln.	0.549	2900								5	5	Springfield Lakes				0
										5	5					0
										5	5					0
										5	5					0
										5	5					0
Billingsley Dr.	0.752	3971								5	5	Billingsley Farm				0
Rex Court	0.148	785								5	5	Billingsley Farm				0
Etta Court	0.168	892								5	5	Billingsley Farm				0
George Court	0.178	941								5	5	Billingsley Farm				0
Alma Court	0.196	1039								5	5	Billingsley Farm				0
New RDWY Millage																0
New Miles	4.498	26321														0
County Roads	Miles	conc LF	TT	DRNG	New	Road log	2017/2018	1=poor 5=exclt	New sub div	Replace Culk	Bridge Rep	Maint. Cost				
Shepherds Hill Rd	0.219	1158					2018	5	Springfield Lakes							
Shoreside Trail	0.34	1800					2018	5	Springfield Lakes							
Springfields Lake Dr.	0.117	621					2018	5	Springfield Lakes							
Brookview Court	0.088	469					2018	5	Springfield Lakes							
Waters Edge Cr.	0.069	368					2018	5	Springfield Lakes							
High End Cr.	0.123	650					2018	5	Springfield Lakes							
New Miles	0.956															
County Roads	Miles	conc LF	TT	DRNG	NEW	Road Log	2019/2020	1=poor 5=exclt	New sub div	Bridge repair	Maint. Cost					
Christine Street	0.243	1285					2019/2020	5	Bryson Estates	Phase 1	0					
Creek Crossing Ln.	0.022	1170					2019/2020	5	Bryson Estates	Phase 1	0					
Kimberly Court	0.139	735					2019/2020	5	Bryson Estates	Phase 1	0					
Kimberly Dr.	0.057	305					2019/2020	5	Bryson Estates	Phase 1	0					
Woodstream Rd.	0.127	675					2019/2020	5	Bryson Estates	Phase 1	0					
Christine Street	0.081	430					2019/2020	5	Bryson Springs	Phase 2	0					
Clear Lake Dr.	0.162	860					2019/2020	5	Bryson Springs	Phase 2	0					
Creek Crossing Ln.	0.152	825					2019/2020	5	Bryson Springs	Phase 2	0					

A5

waxahachie
JUNIOR SERVICE LEAGUE

EST. 1952
P.O. Box 294
Waxahachie, TX 75168-0294
www.WaxahachieJSL.org

May 11, 2020

Ellis County Sheriff's Office
300 S. Jackson Street
Waxahachie, TX 75165

The Waxahachie Junior Service League presents to the Ellis County Sheriff's Office a donation in the amount of \$100.00. Thank you for your continued work in providing assisting those in need in Ellis County.

As acknowledgement of this donation, please provide a statement of financial position for your organization to be kept for our records. As always, we wish you continued success in your organization's endeavors.

Sincerely,



Alyssa Aldrich
Treasurer
Waxahachie Junior Service League

Ab

Advertising Invoice

Waxahachie Newspapers Inc.

P.O. Box 877
Waxahachie, Texas 75168

Phone: 972-937-3310

Fax: 972-937-1139

URL: <http://www.waxahachietx.com>

Accts. Payable
Ellis County Judge
101 W. Main St.
Waxahachie, TX 75165

Acct #: 00032033
Phone: (972)825-5011
Date: 05/28/2020
Ad #: 00123561
Salesperson: WAXAD Ad Taker: ktodd

Class:

Ad Notes: GRADUATION MAG 2020 - Full.Pg.-color.
\$799.00 VALUE - AD DONATED by WDL per

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
GRADUATION MAGAZINE	05/27/2020	05/27/2020	1	0.00	0.00	0.00

Ad Text:

Payment Reference:

Total: 0.00
 Tax: 0.00
 Net: 0.00
 Prepaid: 0.00

Total Due 0.00



Congratulations!

ELLIS COUNTY SENIORS

CLASS OF 2020

From all of us at
Ellis County, Texas

Trial Balance for Ellis County
From 05/12/2020 To 05/22/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	49,314,927.16	899,746.91	(2,533,092.90)	47,681,581.17
2	ROAD IMPROVEMENT FUND	999,510.76	616.38	-	1,000,127.14
3	ROAD/BRIDGE PCT. 1	1,987,095.05	20,470.85	(46,823.66)	1,960,742.24
4	ROAD/BRIDGE PCT. 2	1,721,780.48	22,669.67	(88,321.37)	1,656,128.78
5	ROAD/BRIDGE PCT. 3	1,562,111.57	20,658.99	(58,756.08)	1,524,014.48
6	ROAD/BRIDGE PCT. 4	1,518,453.46	21,449.70	(60,339.30)	1,479,563.86
7	ADULT PROBATION	1,146,652.20	25,272.56	(97,578.63)	1,074,346.13
8	JUVENILE PROBATION	1,049,056.01	73,671.00	(36,128.93)	1,086,598.08
9	F/M PCT. 1	2,447,651.22	31,871.52	(35,592.69)	2,443,930.05
10	F/M PCT. 2	1,006,770.52	3,203.73	(32,894.02)	977,080.23
11	F/M PCT. 3	1,711,646.58	2,749.50	(22,438.38)	1,691,957.70
12	F/M PCT. 4	1,972,063.59	2,933.12	(3,557.32)	1,971,439.39
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,189.51	84.00	-	35,273.51
15	JUSTICE COURT TECHNOLOGY FUND	152,130.43	420.88	-	152,551.31
16	DC ARCHIVES RECORDS MANAGEMENT	148,384.67	295.00	-	148,679.67
17	JURY	191,919.40	666.78	(340.00)	192,246.18
18	PERMANENT IMPROVEMENT	2,575,497.13	4,364.57	(368.00)	2,579,493.70
19	LAW LIBRARY	30,997.39	4,084.78	(12,529.46)	22,552.71
20	TRUST AND AGENCY FUND	969,505.27	105,084.56	-	1,074,589.83
21	RECORDS MANAGEMENT	1,126,802.74	15,775.00	(9,588.00)	1,132,989.74
22	CC ARCHIVES RECORDS MANAGEMENT	2,365,735.83	15,640.00	-	2,381,375.83
23	ROW AVAILABLE	279,599.16	-	-	279,599.16
24	FIRE MARSHAL SPECIAL FUND	125,180.98	675.00	-	125,855.98
26	DISTRICT COURT RECORDS TECH	184,160.86	585.00	-	184,745.86
27	ROAD DISTRICT #1	1,271,968.09	-	-	1,271,968.09
28	ROAD DISTRICT #5	71,606.00	-	-	71,606.00
29	ROAD DISTRICT #16	197,190.46	-	-	197,190.46
30	CHECK PROCESSING FEE AC	180,940.84	336.97	(1,159.82)	180,117.99
31	DRUG FORFEITURE FUND	146,300.28	-	-	146,300.28
32	GEN RECORD MANAGE/PRESE	499,465.93	1,828.00	-	501,293.93
33	COURTHOUSE SECURITY FUN	98,420.04	2,716.89	-	101,136.93
34	COURT REC. PRESERVATION 51 708	103,199.50	340.00	-	103,539.50
36	ELECTIONS ADMIN FEES	17,916.45	-	-	17,916.45
38	SERIES 07 INTEREST & SINKING	5,704,128.17	10,448.07	-	5,714,576.24
40	SERIES 07 BOND PROJECT	5,034,503.93	-	-	5,034,503.93
42	SHERIFF FEDERAL DRUG FORFEITURE	313,599.87	-	-	313,599.87
45	ELLIS CO COMM CORRECTIONS	36,353.75	3,774.58	(14,381.53)	25,746.80
46	SHERIFF SEIZURE FUND	328,296.12	-	-	328,296.12
47	SHERIFF DRUG FORFEITURE	15,571.97	-	-	15,571.97
48	DISTRICT ATTY DRUG SEIZ	155,121.59	-	-	155,121.59
50	CIVIL SUPERVISION FEES	91,900.64	-	-	91,900.64
56	CONSTABLE PCT #2 FORFEITURE	173.42	-	-	173.42
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	4,135.95	316.57	-	4,452.52
65	CSCD HIGH RISK CASELOAD	5,002.26	778.47	(3,191.01)	2,589.72
72	ELLIS COUNTY LEVEE #2	403,521.54	147.43	-	403,668.97
73	ELLIS COUNTY LEVEE #3	297,786.70	-	-	297,786.70
74	ELLIS COUNTY LEVEE #4	7,625.91	-	-	7,625.91
		89,919,881.53	1,293,676.48	(3,057,081.10)	88,156,476.91

F2

ELLIS COUNTY
COLLECTION SUMMARY FOR CASE TYPE: ALL
FROM 03/01/20 THRU 03/31/20
OFFICER: ALL
COURT: ALL
COUNTY: ALL
PAYMENT TYPE: ALL

COLLECTIONS FOR CSCD

1	PROBATION FEES	115,263.00
18	URINALYSIS	5,732.00
20	BOND FEE	2,395.00
25	PRE-TRIAL INTERVENTION	310.00
CF	CIVIL FEE	180.00
ID	ID CARD	10.00
TFIN	TRANSFER IN	550.00
TFOT	TRANSFER OUT	3,425.00
		<u>127,865.00</u>

COLLECTIONS FOR OTHERS

11	RESTITUTION REFUND	7.00
16	COLLECTION FEE	857.00
17	PRE-TRIAL ATTORNEY	2,025.00
22	FAMILY VIOLENCE	100.00
23	CHILDRENS ADVOCACY	50.00
4	COURT COST	12,620.00
6	ATTORNEY	16,379.13
7	FINE	40,262.00
9	SEX OFFENDER PROGRAM FUND	205.00
CS	CRIMESTOPPER	3,750.00
		<u>76,255.13</u>

COLLECTIONS FOR VICTIMS

5	RESTITUTION	20,812.87
		<u>20,812.87</u>

COLLECTIONS FOR COURT

GRAND TOTAL COLLECTIONS 224,933.00

ELLIS COUNTY
COLLECTION SUMMARY FOR CASE TYPE: ALL
FROM 04/01/20 THRU 04/30/20
OFFICER: ALL
COURT: ALL
COUNTY: ALL
PAYMENT TYPE: ALL

COLLECTIONS FOR CSCD

1	PROBATION FEES	122,613.50
18	URINALYSIS	4,506.00
20	BOND FEE	2,320.00
25	PRE-TRIAL INTERVENTION	480.00
CF	CIVIL FEE	960.00
ID	ID CARD	5.00
TFIN	TRANSFER IN	120.00
TFOT	TRANSFER OUT	1,200.00
		<u>132,204.50</u>

COLLECTIONS FOR OTHERS

11	RESTITUTION REFUND	1.00
16	COLLECTION FEE	571.00
17	PRE-TRIAL ATTORNEY	650.00
22	FAMILY VIOLENCE	200.00
4	COURT COST	10,954.00
6	ATTORNEY	9,200.45
7	FINE	34,791.14
9	SEX OFFENDER PROGRAM FUND	460.00
CS	CRIMESTOPPER	3,285.00
		<u>60,112.59</u>

COLLECTIONS FOR VICTIMS

5	RESTITUTION	21,939.42
		<u>21,939.42</u>

COLLECTIONS FOR COURT

GRAND TOTAL COLLECTIONS 214,256.51

F5



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0425-508350	SAFETY/TRAINING	\$ 1,000.00
	TOTAL:	\$ 1,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0425-508650	EMPLOYMENT SCREENING	\$ 1,000.00
	TOTAL:	\$ 1,000.00


Date 5-31-2020
Department HR

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

APPROVED THIS _____ DAY OF _____, _____

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: DeVonda Spurlink



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
June 2, 2020



SHORT TITLE:

Kovarik Addition
Parcel ID No. 269299

LEGAL CAPTION:

Consider and act upon a final plat of Kovarik Addition. The property contains a total of ± 3.566 acres of land located in the Rafael De La Pena Survey, Abstract No. 3, on the east side of Andrews Road, ± 1,043 feet south of the intersection of Andrews Road and Old Jones Road, Ennis, Road and Bridge Precinct No. 1.



APPLICANT:

Paul Kovarik



PURPOSE:

The applicant is requesting to plat one (1) lot for residential use.



HISTORY:

No other subdivision history exists for this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The plat shows a total of 30 feet right-of-way dedication for Andrews Road by this plat, satisfying the County's minimum right of way requirements.

Water Provider:

Rice Water Supply Corp. will provide service to Kovarik Addition via a 2-inch line along Andrews Road.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

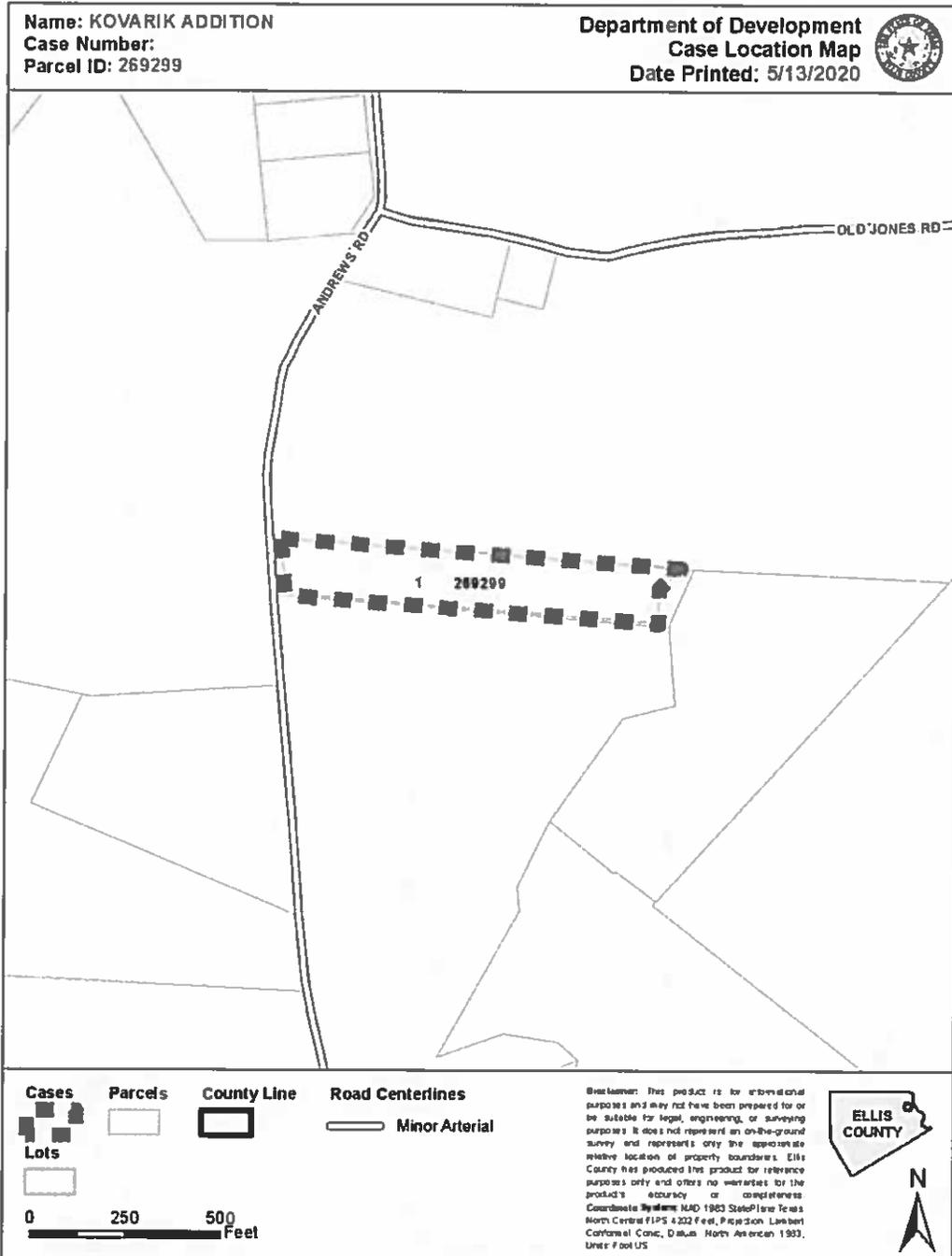


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



06544821 32 457110 Author: rebbecca.chen@co.ellis.tx.us GIS@co.ellis.tx.us Date Printed: 5/13/2020



AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
June 2, 2020



SHORT TITLE:

Brdecka Heights
Parcel ID No. 179392

LEGAL CAPTION:

Consider and act upon a final plat of Brdecka Heights. The property contains a total of ± 12.00 acres of land located in the J Baker Survey, Abstract No. 35, bordering the south side of FM 983 and ± 540 feet east of the intersection of Hunsucker Road and Alvis Lane, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road and Bridge Precinct No. 1.



APPLICANT:

Brdecka Holdings, LLC



PURPOSE:

The applicant is requesting to plat two (2) lots for residential use as this lot has road frontage along two (2) sides.



HISTORY:

No other subdivision history exists for this property. The City of Red Oak approved this plat on May 19, 2020.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

According to the County's Thoroughfare Plan, FM 983 is classified as a major arterial road, requiring a minimum of 100 feet of right of way. The plat shows a total right-of-way dedication of ten (10) feet for FM 983 and seven (7) feet for Hunsucker Road, satisfying the County's minimum right of way requirements.

Water Provider:

Rockett Special Utility District will provide service to Brdecka Heights via a 12-inch main along FM 983 for Lot 1 and a 2-inch line on Hunsucker Road for Lot 2.



ATTACHMENTS:

1. Location Map
2. Plat



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 plat request.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

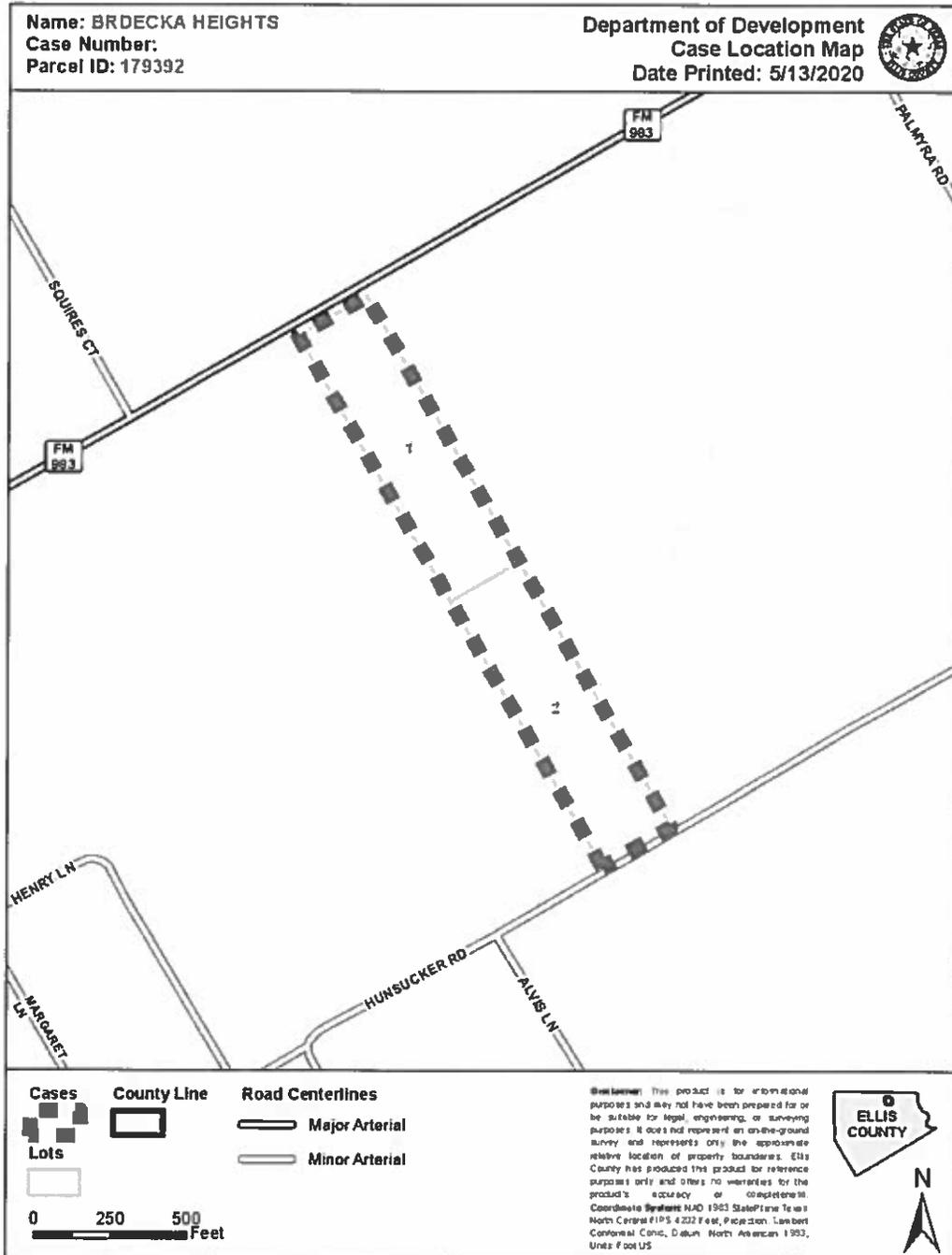


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



06711882 22 496608 Author: rebecca.cheates Date Printed: 5/13/2020



AGENDA ITEM NO. 1.3
Ellis County Commissioners' Court
June 2, 2020



SHORT TITLE:

Saucedo Addition
Parcel ID No. 251532

LEGAL CAPTION:

Consider and act upon a final plat of Saucedo Addition. The property contains a total of ± 22.023 acres of land located in the Rafael De La Pena Survey, Abstract No. 3, located at the intersection of Skrivanek Road and Crisp Road, Ennis, Road and Bridge Precinct No. 1.



APPLICANT:

Ramon and Encelmina Saucedo



PURPOSE:

The applicant is requesting to plat five (5) lots for future residential use by their children.



HISTORY:

No other subdivision history exists for this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's Thoroughfare Plan classifies Crisp Road as a minor arterial road, requiring a minimum right-of-way dedication of 40 feet. Additionally, the plat shows the dedication of 30 feet for Skrivanek Road. Both dedications satisfy the County's minimum dedication requirements for both Crisp and Skrivanek Road.

Water Provider:

Rice Water Supply Corp. provides service to Saucedo Addition via a 2-inch line along Skrivanek Road for Lots 1-3, and a 3-inch line on Crisp Road for Lots 4-5.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

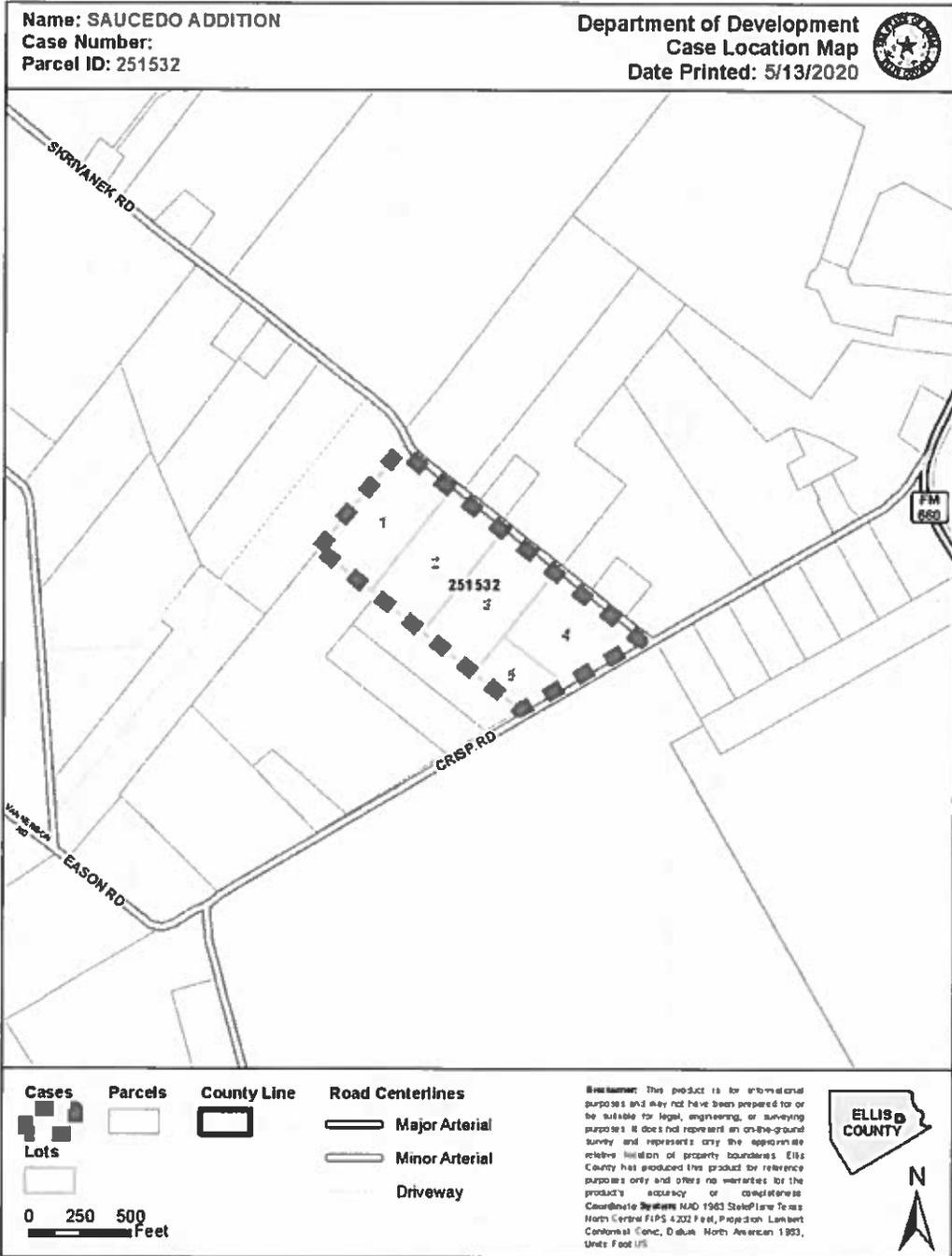


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



06 5 988 95 32 382 230 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 5/13/2020



AGENDA ITEM NO. 1.4
Ellis County Commissioners' Court
June 2, 2020



SHORT TITLE:

A-Affordable Addition Lot 1, Block 1 Plat
Parcel ID No. 276804

LEGAL CAPTION:

Consider and act upon a final plat of A-Affordable Addition Lot 1, Block 1. The property contains a total of ± 1.512 acres of land situated in the G.C. Petty Survey, Abstract No. 1231, located south of the intersection of FM 875 and Westfall Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 3.



APPLICANT:

Vaquero Midlothian Partners, LP



PURPOSE:

The applicant is requesting to plat one (1) lot for commercial use.



HISTORY:

No other subdivision history exists for this property. The City of Midlothian approved this plat on May 18, 2020.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

According to the County's Thoroughfare Plan, FM 875 is classified as a major arterial road. The plat shows a total right-of-way dedication of 50 feet, satisfying the County's minimum right of way requirements.

Water Provider:

Mountain Peak Utility District will provide service to A-Affordable Addition via an 8-inch line along FM 875.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

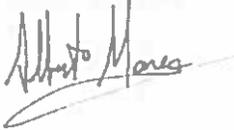


PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



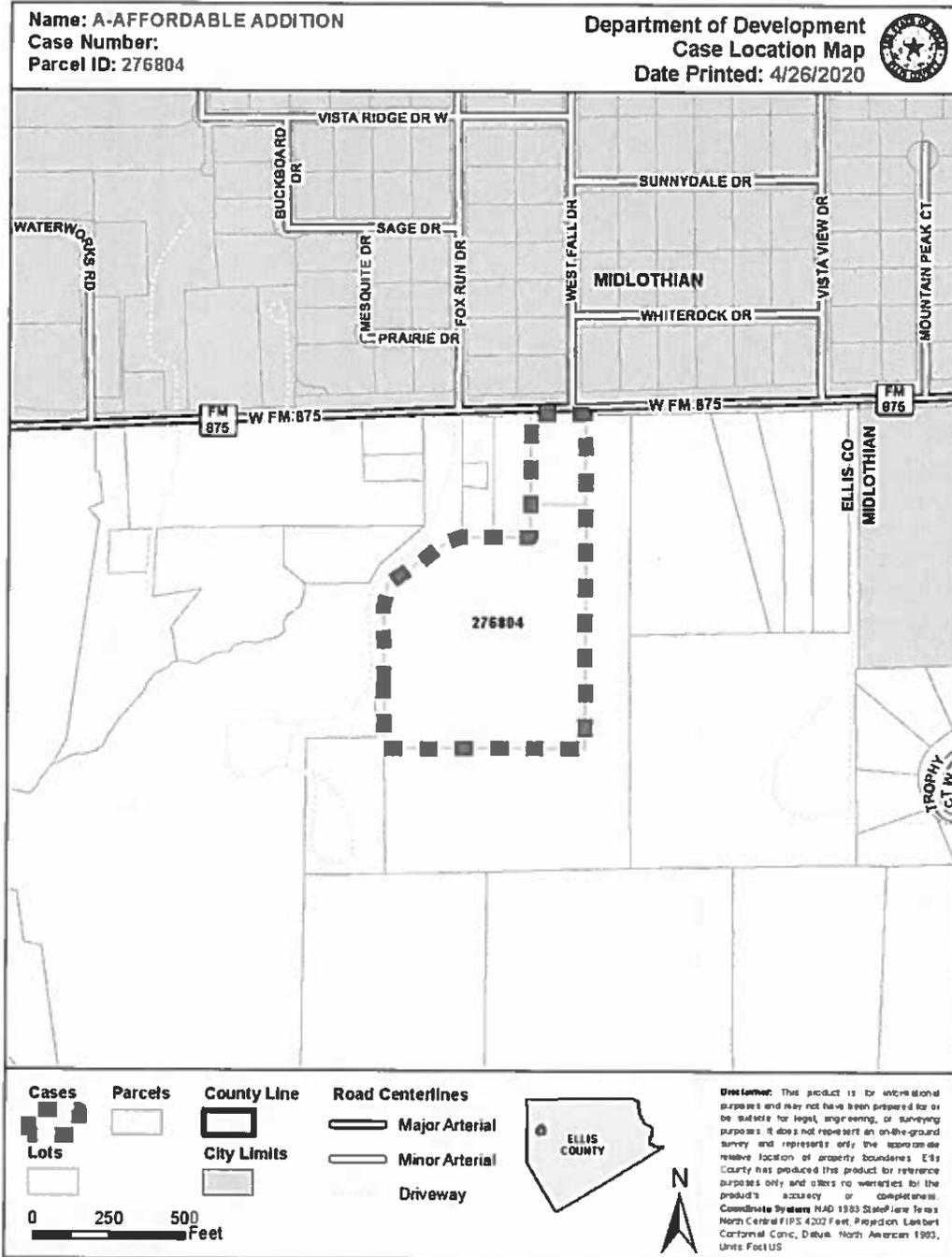
APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1 – Location Map



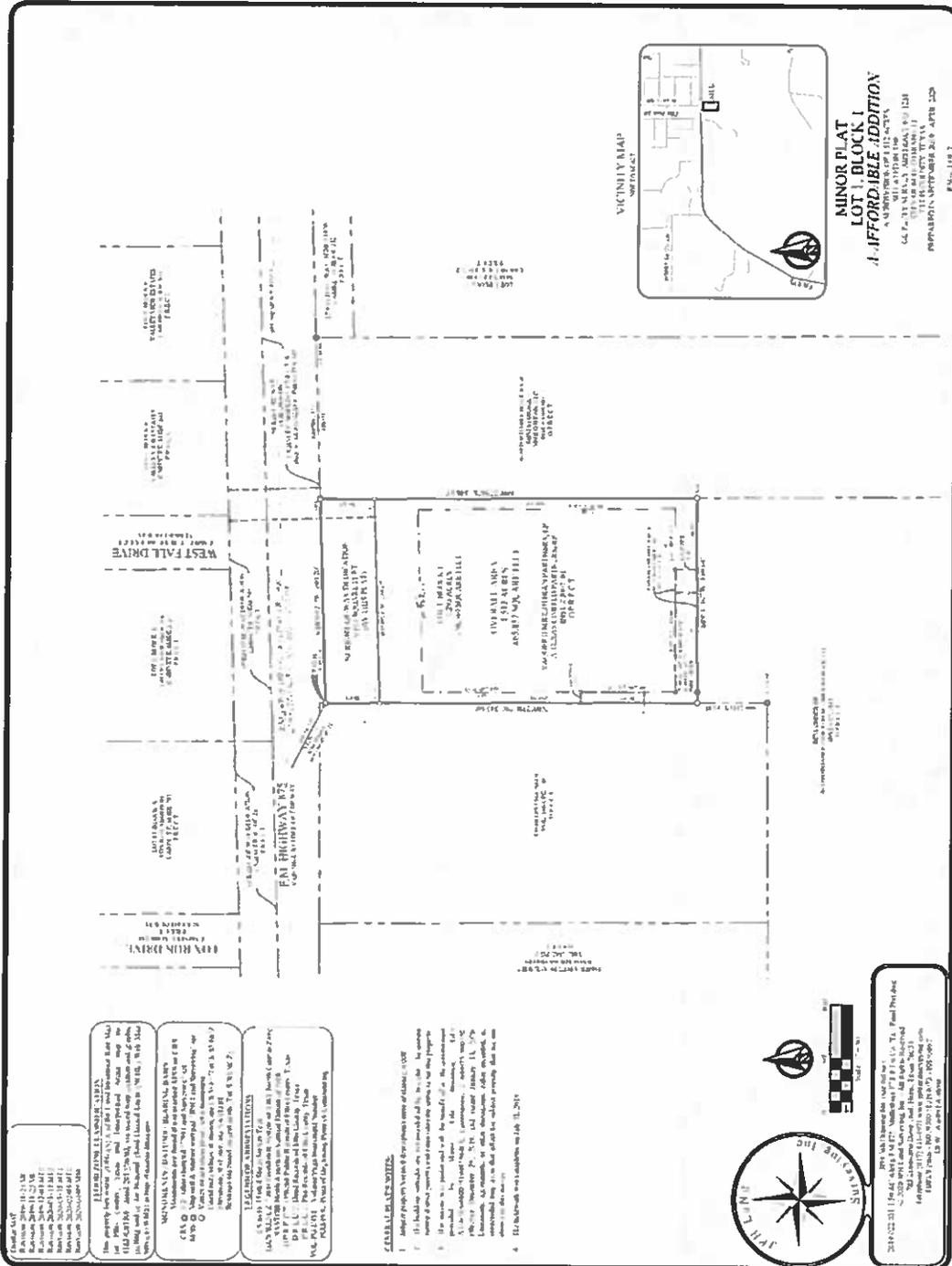
013817 32 411373 Author: rebecca.zheleva GIS@co.ellis.tx.us Date Printed: 4/26/2020 0 1055 Map11\en\plm\ellis\County Layouts\11 DOD DOD Case Location.mxd



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 – Plat (2 Pages)



2.1



May 15, 2020

Sheriff Charles Edge
Wayne McCollum Detention Center
300 S. Jackson
Waxahachie, TX 75165

**SECOND AMENDMENT TO THE AGREEMENT
FOR INMATE HEALTH CARE SERVICES
AT ELLIS COUNTY, TEXAS
(EFFECTIVE OCTOBER 1, 2020)**

RE: 2020-2021 Continued Health Care Services

Dear Sheriff Edge:

As the proud provider of Inmate Health Services for the Wayne McCollum Detention Center, Wellpath LLC strives to meet and exceed your expectations regarding the quality of services provided.

The current term of our agreement ends on September 30, 2020, and shall automatically renew for the second of (3) three additional years. Pursuant to section 9.0.1 an increase shall be calculated using the Consumer Price Index-All Urban Consumers, U.S. City Average, Medical Care Services, this stands at 5.8%. Application of the not to exceed amount of 4.0% revises the base amount from \$120,377.34 monthly to \$125,192.43 monthly or \$1,502,309.16 annually.

As such, The Agreement shall be amended by adding the following language as an additional Section 8.3:

YEAR FIVE. Effective October 1, 2020, the base amount to be paid by the County to Wellpath is \$1,502,309.16, payable in equal monthly installments. Each monthly installment shall be at \$125,192.43, pro-rated for any partial months and subject to any reconciliations as set forth below.

If the County accepts, please sign this letter in the space provided on the following page and email signed copy to Stephanie Vardell, Partner Services Specialist, at sdvardell@wellpath.us. This letter shall serve as the Second Amendment to the Agreement and shall be binding upon signature of the County and Wellpath, pursuant to Section 11.15 of the Agreement. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

Should you have any questions, please do not hesitate to contact David Jordan, Regional Director of Operations, at 405-924-3635.

Warm regards,

Andrew Small
Regional Vice President, Operations





AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Ellis, Texas

Wellpath LLC

By: _____
Name: Todd Little
Title: County Judge

By: Cindy P. Watson
Name: Cindy P. Watson
Title: President, Local Govt. Health Div



Lease Agreement



Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8045H	\$168.74	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
2. C8055H	\$188.02	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$356.76	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
5. C8030H (XEROX C8030H)	<ul style="list-style-type: none"> - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 443rd District Court	- Xerox C405 S/N 4HX577161 Trade-In as of Payment 32	6/26/2020
6. C8055H (XEROX C8055H)	<ul style="list-style-type: none"> - 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Convenience Stapler - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - 443rd District Court	- Xerox C8055 S/N 8TB562869 Trade-In as of Payment 32	6/26/2020

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8030H	\$143.43	1: Black and White Impressions	1 - 20,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			20,001+	\$0.0050	
2. C8030H	\$143.39	2: Color Impressions	All Prints	\$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			1: Black and White Impressions	Included	
3. C8045H	\$159.45	1: Black and White Impressions	1 - 20,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			20,001+	\$0.0056	
		2: Color Impressions	All Prints	\$0.0506	
			1: Black and White Impressions	Included	
			1 - 75,000	Included	
			75,001+	\$0.0056	
			All Prints	\$0.0506	

Lease Agreement



Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
4. C8045H	\$169.61	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
5. C8030H	\$120.87	1: Black and White Impressions	1 - 20,000 20,001+	Included \$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
6. C8055H	\$188.63	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$925.38	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



Customer: ELLIS, COUNTY OF

Bill To: ELLIS COUNTY
 DISTRICT CLERK
 109 S JACKSON ST FL
 WAXAHACHIE, TX 75165-3745

Install: ELLIS COUNTY
 DISTRICT CLERK
 109 S JACKSON ST FL
 WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072771400

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	C8045H (XEROX C8045H) - 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - District Clerk	- Xerox 7845 CONTRACT/EXCEPTION S/N MX4481977 Trade-In as of Payment 46	6/26/2020
2.	C8045H (XEROX C8045H) - 2/3 Hole Punch - Office Finisher Lx - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - District Clerk	- Xerox 7845 CONTRACT/EXCEPTION S/N MX4482194 Trade-In as of Payment 46	6/26/2020
3.	C8055H (XEROX C8055H) - 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - Law Library	- Xerox 7845 CONTRACT/EXCEPTION S/N MX4476747 Trade-In as of Payment 46	6/26/2020

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Todd Little

Phone: (972)825-5011

Signature: _____

Date: _____

Thank You for your business!
 This Agreement is proudly presented by Xerox and

Amiee Bilberry
 (817)558-9656

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Lease Agreement



Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
4. C8055H (XEROX C8055H)	<ul style="list-style-type: none"> - 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Convenience Stapler - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV Customer's Reference Information - Dept of Development	- Xerox 7845 CONTRACT/EXCEPTION S/N MX4484880 Trade-In as of Payment 43	6/26/2020

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8045H	\$169.12	1: Black and White Impressions 2: Color Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			All Prints	\$0.0506	
2. C8045H	\$159.67	1: Black and White Impressions 2: Color Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			All Prints	\$0.0506	
3. C8055H	\$188.63	1: Black and White Impressions 2: Color Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			All Prints	\$0.0506	
4. C8055H	\$197.54	1: Black and White Impressions 2: Color Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			All Prints	\$0.0506	
Total	\$714.96	Minimum Payments (Excluding Applicable Taxes)			

Ellis County - Xerox 2020

Location	Equipment	Features	Serial #	Monthly Base	BW Volume Included	BW AMV	Color Volume Included	Color AMV	Total Average Monthly Cost
Option									
Human Resources	C8045	Copy/Print/Scan/Fax/Booklet Maker Finisher	New	\$205	75,000	3,394	0	1,321	\$272
Indigent Health	C8045	Copy/Print/Scan/Fax/Finisher	New	\$169	75,000	1,842	0	410	\$189
CoClk - Public	C8030	Copy/Print/Scan/Finisher	New	\$143	20,000	5,243	0	108	\$149
CoClk - Vitals	C8030	Copy/Print/Scan/Fax/Finisher	New	\$143	20,000	2,812	0	0	\$143
CoClk - Courts	C8045	Copy/Print/Scan/Finisher	New	\$159	75,000	20,129	0	2	\$160
CoClk - Back Office	C8045	Copy/Print/Scan/Fax/Finisher	New	\$170	75,000	3,670	0	211	\$180
DistClk - Back Office	C8045	Copy/Print/Scan/Fax/Finisher	New	\$169	75,000	19,816	0	2	\$169
DistClk - Front Office	C8045	Copy/Print/Scan/Finisher	New	\$160	75,000	10,208	0	0	\$160
443rd District Court - Courtroom	C8030	Copy/Print/Scan	New	\$121	20,000	1,388	0	0	\$121
443rd District Court - Office	C8055	Copy/Print/Scan/Fax/Finisher	New	\$189	75,000	3,250	0	0	\$189
Law Library	C8055	Copy/Print/Scan/Fax/Finisher	New	\$189	75,000	1,713	0	2	\$189
Dept of Development	C8055	Copy/Print/Scan/Fax/Finisher	New	\$198	75,000	5,223	200	389	\$207
JP Pct 1 - Ennis	C8055	Copy/Print/Scan/Fax/Finisher	New	\$188	75,000	3,561	0	373	\$207
JP Pct 4 - Midlothian	C8055	Copy/Print/Scan/Fax/Finisher	New	\$172	75,000	7,959	0	480	\$196
CSCD - PSI	B405	Copy/Print/Scan	New	\$88	20,000	2,412	0	0	\$88
Totals				\$2,462	905,000	92,620	200	3,298	\$2,619

Monthly Savings \$313
 Yearly Savings \$3,754.57
 Contract Savings \$18,772.83

**TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
SUBSCRIBER AGREEMENT & APPLICATION**

Application: Must be completed in its entirety.

Company	
Name of Company or Agency ("Subscriber"): <u>ELLIS CO. & DISTRICT ATTORNEY, DBA:</u>	
Federal Employee Identification Number (FEIN):	
Physical Address: <u>109 S. JACKSON ST. WAXAHACHIE, TX 75165</u>	
Phone Number: <u>972-825-5035</u>	Number of Employees:
Type of Business (LLC, C-Corp, S-Corp): <u>GOVERNMENT</u>	Industry: <u>LAW ENFORCEMENT</u>
Web Site Address:	
Business/Profession License # (if applicable): Please provide copy of license	

Primary Administrator	(The person responsible for managing your account on behalf of the Company.)
Name: <u>BRUNN A. NORRIS</u>	Title: <u>CHIEF INVESTIGATOR</u>
Address (if not Headquarters): <u>109 S. JACKSON</u>	
Direct Phone #: <u>972-825-5050</u>	Cell Phone #: <u>214-980-0438</u>
E-mail Address: <u>brunn.norris@co.ellis.tx.us</u>	

Subscriber Agreement:

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

- Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that may contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which, and without limitation, the Subscriber certifies to comply, where applicable.
- TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.
- TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
- Either party may terminate this Agreement at any time upon notice to the other party.
- This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at <http://www.TLO.com/termsandconditions>.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"):	DBA:
Authorized Signature:	DATE:
Print Name of Authorized Signer:	TITLE:

Joseph Aguilar

From: Butler, Roger <Roger.Butler@transunion.com>
Sent: Wednesday, April 29, 2020 10:52 AM
To: joseph.aguilar@co.ellis.tx.us
Subject: TLO Application/ Subscriber Agreement
Attachments: Subscriber Agreement 06-01-2018.pdf

Please complete the application to finish your account registration.

- **Authorized signee required to be Lt./Manager or higher in authority.**
- **Please be sure to include cell # for two factor authentication to access TLO.**
- **Authorized Signee signature must be a "wet" signature, digital signatures are not accepted.**
- **Agency Photo ID for Primary Administrator Required**
- **Date of Birth Required for Primary Administrator-please send in the email when you submit the subscriber agreement**

Please do not complete the following fields:

DBA
Type of Business
Business/Professional License #
FEIN

Respectfully,

Roger Butler
Account Executive – Law Enforcement & Government

 **TransUnion** | TLOxp®
Specialized Risk Group

4530 Conference Way South
Boca Raton, Florida 33431
Cell 561 314 9524
Office: 561-226-9676
Fax: 561 998-8628
rbutler@transunion.com | <http://www.tlo.com>

TLOxp now available on GSA / IT-70 at [carahsoft](#), A Trusted Government IT Solutions Provider

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Prepared especially for

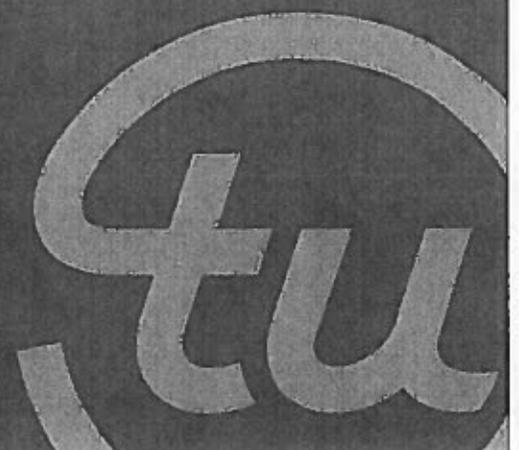
Ellis County & District Attorney's Office

Value Pricing Proposal: Annual Discounted Pricing

Ellis County & District Attorney's Office

VALID UNTIL: 4/30/20

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Ellis County & District Attorney's Office

4530 Conference Way South
Boca Raton, FL 33431

April 24, 2020

Dear Sirs and Madams,

I want to personally thank you for this opportunity to work with your organization. Our goal here at **TransUnion Specialized Risk Group** is simple: To help your organization by giving you the power of data and technology. The depth of our data and information solutions reach over 5 billion records associated to names, addresses, phones, employment and other personally identifiable information.

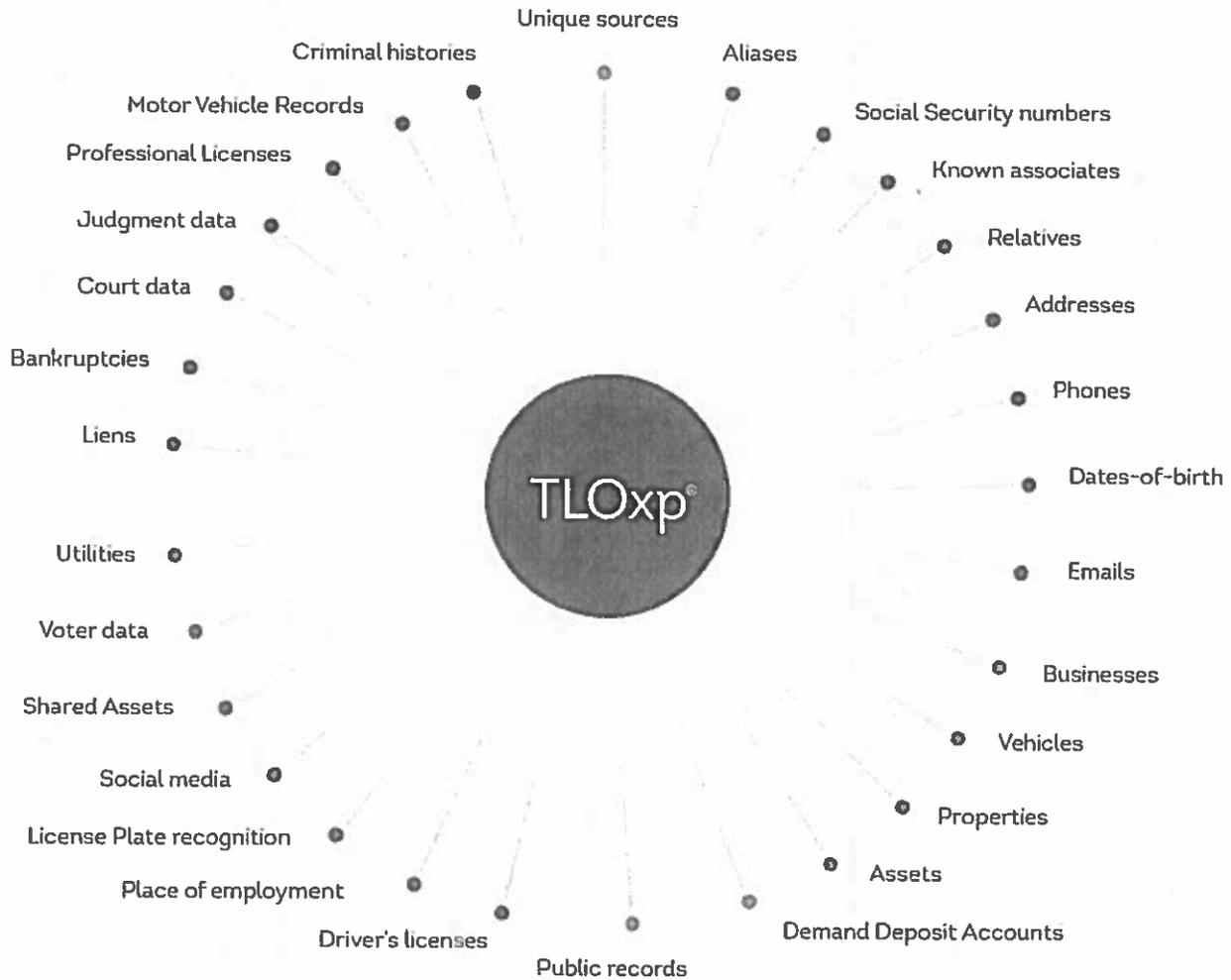
At TransUnion, we pride ourselves on the value we bring to you, and take great satisfaction in helping you solve your biggest problems. We want to be a partner to you as your business grows, and I look forward to building that long-lasting relationship.

Sincerely,

Roger Butler
TransUnion Specialized Risk
Account Manager
561-226-9676
rbutler@transunion.com

Actionable Intelligence

TLOxp is more than volumes of data. It's actionable information, helping you make informed decisions faster—and with confidence.



Nearly **5 BILLION** records associated to names, addresses and dates of birth

Over **14 BILLION** vehicle registration records and vehicle sightings

More than **500 MILLION** Individuals linked to associates and relatives

Upwards of **170 MILLION** Place of employment records

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Intelligent design: Third-generation data linking technology

TLOxp is the result of years of refinement, providing you with the information you need—faster. It enables you to make informed decisions faster and with higher degree of confidence.

Expansive data: Over 10,000 sources and growing, updated constantly

With a massive data repository, TLOxp is unmatched in the breadth and depth of the fresh data used to compile a comprehensive view of your subject.

Eliminate the need for multiple searches and manual intervention. Process, analyze and find links and associations in large volumes of complex data faster and more accurately.

Tailored to fit: A fully customizable interface, down to individual users

TLOxp is completely customizable, down to the individual search, user and data returned. This offers scalability to any organization, both large and small, and ensures an unsurpassed user experience.

Scalable to serve:

Maximize efficiency for high volume accounts through API and batch delivery solutions

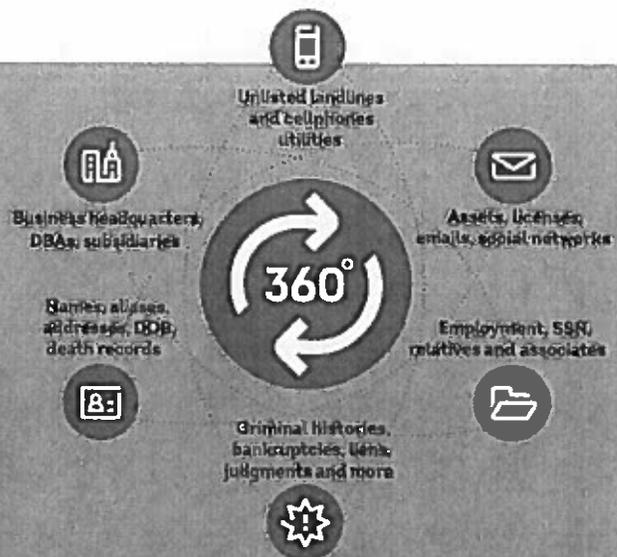
Superior functionality: Comprehensive searches and reports

TLOxp delivers relevant, actionable information across multiple categories, including assets, businesses, criminal and social media information—with the ability to tie it all back to your subject.

Once you locate a subject, you can then access a profile on the person. No need to conduct additional searches because all the information is a click away in one of our robust reports.

Instant insights

Powered by TransUnion, TLOxp delivers a comprehensive 360° profile of individuals and businesses.



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Tell us your pain points, we can help!

We use technology to help solve our customers' biggest issues, stop losses and contribute to the bottom line. Below you will find some of the issues we have uncovered during our discussions.

- We want you to be confident in your decision.
- We aren't just pitching you a product.
- We want to find a solution that meets your business needs.
- We value a long term prosperous partnership.

YOUR NEEDS	FEATURES AND SOLUTIONS	'CUSTOMER ESTIMATED FINANCIAL IMPACT
<ul style="list-style-type: none"> * Reliable & accurate data source for right party contact information * Authenticate & verify address history / PII * Ease of Use * Customizable * Unlimited User Option 	<ul style="list-style-type: none"> * Accessibility to Manual Usage and API * Right Party Contact Information is 30-40% better than our closest Competitors * Data-Base Information Is updated several times per day * Relationship And Business Reports 	<ul style="list-style-type: none"> * Become more efficient * Discounted Pricing will be locked in for 12 months
ESTIMATED SAVINGS AND IMPACT		

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TLExp Value pricing proposal

	Option A	Option B
OPTION	12 Month -Flat Rate Plan	12 Month - Flat Rate Plan
SEARCHES	150 Monthly Searches (Searches & Reports)	200 Monthly Searches (Searches & Reports)
REPORTS	Comprehensive, Locate, Phone, Asset, Relationship	Comprehensive, Locate, Phone, Asset, Relationship
OVERAGE	General Pricing	General Pricing
EXCLUSIONS	Drivers Risk, Social Media Comp,	Drivers Risk, Social Media Comp,
SPECIAL TERMS	Effective 5/14/2020 Unlimited users	Effective 5/14/2020 Unlimited users
TERMS	\$100 per month	\$125 per month

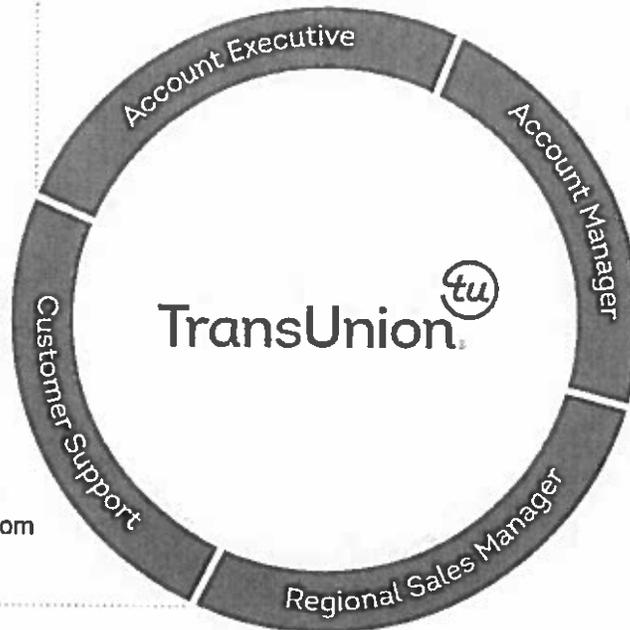
VALID UNTIL: 4/30/20



Questions?

We would love to hear from you.
Please reach out to me or anyone on
your dedicated account team!

Roger Butler
Account Executive
561-226-9676
rbutler@transunion.com



Mary McCaffrey
Account Manager
561-226-9756

Support is available
8am to 8pm E.T.
800-856-5599
Monday through Friday
CustomerSupport@TLO.com

Michael Robin
Regional Manager
561-226-9775
mrobin@transunion.com

Service Contract

With



For

Ambulance Services



Ellis County Contract

This Ambulance Services Contract (“Agreement”) is made and entered into this — day of _____, 2020 by and between Ellis County, Texas (“Ellis County”) and American Medical Response Ambulance Service, Inc., a Delaware corporation (“AMR”). In addition to Ellis County, AMR intends to provide services to the Cities of Waxahachie, Ennis, and Red Oak (collectively, including Ellis County, the “Entities”).

- A. Ellis County is a political subdivisions of the State of Texas (the “State”) with authority over the delivery of pre-hospital emergency medical services (“EMS”) within its jurisdiction.
- B. AMR is a licensed provider of high-quality EMS with the capability to provide EMS within the Ellis County’s jurisdiction.
- C. In order to ensure that residents and visitors within the Ellis County receive appropriate EMS when required as a result of injury or illness, the Ellis County desire to grant AMR the exclusive right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Exclusive Operating Area.

- 1.1 Ellis County hereby grants AMR the exclusive right to provide the Services described in Appendix B (the “Services”) within the service area specified in such Appendix A (the “Service Area”). All Primary PSAPs and communications facilities (“Communications Centers”) authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area shall direct such calls to AMR in accordance with the dispatch protocols (“Dispatch Protocols”) agreed upon by AMR and Ellis County. Subject to Section 1.2, Ellis County shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency or non-emergency dispatch, regardless of whether such calls are placed through the 911 system or to a ten (10) digit number. Ellis County shall require that all such emergency and non-emergency calls, including those received on ten (10) digit numbers, be routed to AMR.
- 1.2 Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers as deemed necessary by AMR to insure adequate coverage throughout the Service Area. All subcontractors (“Subcontractors”) shall meet the applicable requirements of this Agreement. The EMS Administrators shall have the ability to approve or disapprove subcontractors as mutual aid partners.

2. Ambulance Services.

- 2.1 AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.
- 2.2 AMR shall respond to all requests for Services from a Communications Center using an MICU Ambulance. Each MICU Ambulance shall be staffed with two personnel, at least one of whom shall be licensed or certified as an Emergency Medical Technician-Paramedic (“Paramedic”) and at least one of whom shall be licensed or certified at the level of EMT-Basic.
- 2.3 All ambulances used to provide Services (the “Ambulances”) shall be licensed and equipped with all supplies and equipment required by State law, and shall be maintained in good

Ellis County Contract

working order in accordance with AMR's maintenance policies and procedures. The Ambulances shall also comply with the vehicle specifications set forth in Appendix F.

- 2.4 AMR shall perform its own dispatching. Calls received by the Primary PSAPs (Primary Public Safety Answering Points) within the Service Area shall be immediately transferred to AMR in accordance with the Dispatch Protocols as agreed upon by all parties. Ellis County agrees to allow AMR access to their established radio systems in order to complete EMS radio dispatch services for Ellis County. However, all radio contact to and from AMR Dispatch and AMR ambulances shall be on their own channel. AMR shall provide all radio and connectivity equipment to ensure appropriate use of established radio system(s). AMR shall work collaboratively with Ellis County's officials in the development of appropriate radio Dispatch Protocols.
- 2.5 AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.
- 2.6 AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry. To help ensure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards.
- 2.7 AMR shall perform the additional services specified in Appendix B.

3. Response Time Standards; Deployment.

This is a PERFORMANCE BASED agreement. AMR shall deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards set forth in Appendix G ("Response Time Compliance"). As a minimum, AMR shall provide to the Entities for **180** total ambulance service hours per 24-hour period (7:00am-7:00am) and 1,344 total ambulance service hours per calendar week (7:00am Sunday-7:00am Sunday), collectively to the Entities. In the event AMR's overall response time compliance in the aggregate to the Entities is below ninety percent (90%) for any two (2) consecutive months, AMR shall deploy sufficient additional Ambulances to meet or exceed that level.

If it is determined by the Entities (County, Waxahachie, Ennis and Red Oak), that the deployment hours set forth above are not working, those hours will be renegotiated with the Entities.

4. Term.

- 4.1 AMR shall commence providing services hereunder effective at 7:00 a.m. on **October 1, 2020**, and this Agreement shall continue in full force and effect for two (2) years through 7:00 a.m. on **October 1, 2022** (the "Initial Term").
- 4.2 At the end of the initial term and any subsequent renewals, the entities shall have the option to renew the contract for two (2) years under the following provisions:

Ellis County Contract

- a. The renewal shall only be exercised if AMR is successful in meeting the Response Time Compliance standards in Appendix G and Ellis County are satisfied with the services provided by AMR.
- b. The renewal shall only occur with written approval from Ellis County which shall occur at least ninety (90) days prior to the end of the Initial Term. Failure of Ellis County to provide a renewal letter shall serve as Notice of Nonrenewal.

5. Entity Considerations:

5.1 As part of the consideration of AMR's undertakings hereunder, Ellis County shall provide the following annual subsidy to AMR:

- a. The County of Ellis: \$120,641.00
- b. The subsidy is payable in four (4) equal payments which shall be made by the tenth (10th) day of the month following the end of the quarter.

5.2 Subsidy Redetermination:

- a. A price redetermination may be considered by Ellis County only on October 1st of each year of the Agreement. All requests for price redetermination shall be in written form, shall be submitted at least ninety (90) days prior to October 1st of each year and shall include supporting documentation.
- b. AMR shall renew the contract and accept all recommended changes while asking for no more than a 3% increase to the current subsidy. Requests for price redetermination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) calculated to the next 1/19th of one percent (1%) of the South region for All Urban Consumers as published by the United State Department of Labor. For purposes of this Agreement, the Medical CPI shall not exceed an annual increase of three percent (3%).
- c. In order to receive consideration for a price redetermination, AMR must be in good standing, meet the minimum requirements of the Agreement, and be performing at or above the level of the Response Time Compliance standards.

5.3 The Cities of Waxahachie, Ennis and Red Oak shall provide medical first response at the BLS level with the local option to coordinate with the medical director to provide ALS ("First Responder Services"). Volunteer departments shall have the option of whether or not to participate in First Responder Services. As applicable, all professional, volunteer and combination departments shall comply with the requirements set forth in Appendix I.

6. Termination.

6.1 Notwithstanding Section 4, Ellis County may terminate this Agreement in the event of material breach ("Material Breach") by AMR of this Agreement. Material Breach shall include:

Ellis County Contract

- a. Failure to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations;
- b. Continued failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;
- c. Failure to provide the data or access to records as required by this Agreement within ten (10) days of written notice by Ellis County citing the relevant section of this Agreement;
- d. Intentionally supplying misleading information with regard to records, documents, dates or time kept for the purpose of determining AMR's performance under the terms of this Agreement. Upon detection of accidental or unintentional error, AMR shall notify Ellis County immediately;
- e. Continued failure of AMR, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner including professional appearance;
- f. Continued failure to substantially and consistently meet or exceed the response time standards and/or the various clinical standards provided for in the Agreement;
- g. Continued failure of AMR personnel to bring needed equipment to the location of the patient, AMR personnel shall bring all patient care equipment (medical kits, Lifepac, O2, cot, etc) to patient location upon arrival on every call unless fire department personnel are on location prior to their arrival and give direction otherwise.)
- h. Continued failure to maintain equipment in accordance with manufacture or industry maintenance practices as outlined in the agreement.
- i. Continued failure to furnish key personnel of quality and experience;
- j. Continued failure to submit scheduled or ad hoc reports, or other information;
- k. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
- l. Failure to maintain insurance requirements or provide timely notification of policy changes;
- m. Any other failure of performance required in the Agreement which is determined to constitute an endangerment to public health and safety, or not be in the best interest of Ellis County;
- n. Failure to pay penalties within the requirements of the Agreement;

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- o. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the Agreement or in order to avoid fines and penalties imposed by law;
 - p. Persistent and repeated failures of AMR to comply with any of the performance requirements;
 - q. Continued failure to comply with any other material provision of this Agreement.
- 6.2 As a condition precedent to termination by Ellis County for a Material Breach, Ellis County shall provide AMR with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event AMR shall have cured the Material Breach within such thirty (30) days' period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event Ellis County reasonably deem AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, Ellis County shall provide AMR with a notice of termination ("Termination Notice") setting forth the specific reasons Ellis County believes AMR remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice.
- 6.3 AMR may appeal the Breach Notice or Termination Notice by filing a notice of appeal ("Appeal Notice") with the Ellis County Commissioners Court at least twenty (20) days prior to the Termination Date. Following receipt of such Appeal Notice, the Ellis County Commissioners Court shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice and/or Termination Notice, as the case may be. The Ellis County Commissioners Court may affirm or reverse the Breach or Termination Notice, or may provide AMR with additional time within which to cure the Material Breach. Notwithstanding Section 6.2, this Agreement shall remain in effect until the Ellis County Commissioners Court has issued a written decision following the appeal. The written decision of the Ellis County Commissioners Court shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.
- 6.4 AMR shall post a performance bond in the amount of five hundred thousand (\$500,000) to made payable to the Ellis County Judge to secure its performance hereunder. Such performance bond may consist of either a surety bond issued by a licensed insurer or surety or a letter of credit issued by a licensed bank. In the event of termination by the Ellis County due to Material Breach by AMR, Ellis County shall be entitled to draw on such performance bond.
- 6.5 Either party may terminate this Agreement with or without cause upon one hundred eighty (180) days' written notice to the other party. Termination by AMR with a shorter period of notification shall result in reimbursement of five hundred thousand dollars (\$500,000) to Ellis County.
- 6.6 In the event of termination by either party for any reason, or of expiration of this Agreement, AMR shall cooperate with Ellis County and with the successor provider to help ensure a smooth transition.

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7. Billing and Payment.

- 7.1 AMR shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers for EMS Transport Services provided hereunder. Ellis County shall not bill, or permit any other party to bill patients or third-party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an Emergency Call.
- 7.2 AMR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.
- 7.3 AMR shall further comply with the rate requirements set forth in Appendix J. Ellis County agrees to consider a request for increase of such rates, if the increase is based in an amount equal to any increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, average of "Medical Care" and "Transportation" Major Groups (or any successor indices). Further, AMR may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards. Such requests shall be supported by credible documentation.

8. Records.

- 8.1 AMR shall maintain accurate books, documents and records reflecting the Services provided and all bills or claims submitted to patients or third-party payers. All such records should be prepared and maintained in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and applicable regulations promulgated thereunder ("HIPAA").
- 8.2 Subject to all applicable laws and regulations, Ellis County shall be entitled to review and inspect such records to the extent necessary to ensure compliance with the terms of this Agreement. Any such review or inspection shall occur at AMR's premises, during regular business hours, upon not less than two (2) full business days' advanced written notice.

9. Mutual Cooperation.

- 9.1 The parties shall fully cooperate with each other to assist AMR in the performance of this Agreement.
- 9.2 Each party shall designate a primary liaison who shall be the primary point of contact for the other party in connection with the performance of this Agreement. In the event either party is dissatisfied with the other party's conduct or performance related to this Agreement, the primary liaison for each party shall meet and confer, with such other personnel as they may deem appropriate, in order to informally resolve such issue, if possible.
- 9.3 AMR shall transport any professional or volunteer Fire Department, Police Department, or Sheriff's Office personnel who are injured in the line of duty at no charge to Ellis County or the injured person.

10. Insurance.

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AMR shall maintain, throughout the term of this Agreement, the insurance coverage specified in Appendix K. AMR shall furnish to Ellis County certificates evidencing such coverage prior to the effective date hereof, and AMR shall provide no less than thirty (30) days' advance written notice to Ellis County prior to any change of such coverage.

11. Indemnification.

AMR shall indemnify, defend and hold Ellis County, and its employees and agents harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Ellis County which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the AMR related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Ellis County agrees to promptly notify the AMR of any Claim against it which it expects to give rise to a duty of indemnity by the AMR.

12. Miscellaneous Provisions.

12.1 Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Ellis County:

Ellis County
Attn: County Judge
101 W. Main Street
Waxahachie, TX 75165

If to AMR:

General Manager
American Medical Response
4099 McEwen Avenue, Suite 200
Farmers Branch, Texas 75244

With Mandatory Copy to:

Ellis County and District Attorney's Office
Attn: Patrick Wilson
109 S. Jackson St.
Waxahachie, TX 75165

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

12.2 AMR shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

12.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Ellis County, Texas. Tex. Civ. Prac. & Rem. § 15.015.

12.4 This Agreement (including the Appendixes and any attachments thereto, which are incorporated herein by this reference) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment. Notwithstanding the foregoing, the parts of AMR's proposal to Ellis County listed in Exhibit 13.4 are deemed incorporated into this Agreement; provided, however, that in the event of any conflict

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between the other provisions of this Agreement and the parts of such Proposal incorporated herein, the other provisions of this Agreement shall be deemed to control.

- 12.5 AMR agrees not to differentiate or discriminate in its provision of Services to patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, disability or age.
- 12.6 Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 12.7 Neither party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party, except as provided in Section 1.2 herein. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- 12.8 The prevailing party in any action arising from this Agreement shall be awarded attorneys' fees and costs of all such action.
- 12.9 It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments or other consideration specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.
- 12.10 In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and the administrative staff of Ellis County shall meet on a monthly basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
- 12.11 Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 12.12 AMR has made available to Ellis County a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.gmr.net, and Ellis County acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
- 12.13 Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds

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for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

12.14 Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

12.15 Each individual executing this Agreement on behalf of any party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party. This Agreement may be signed in counterparts.

12.16 Pursuant to Texas Government Code Section 2271.002, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott Israel; (2) will not boycott Israel during the term of this Agreement.

12.17 Pursuant to Texas Government Code Section 2252.152, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

12.18 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part there, or other items or data furnished to County whether or not the same are available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligations to AMR for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to County by AMR in reliance on any advice, decision, or opinion of the Attorney General of the State of Texas.

12.19 Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for

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expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving AMR written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County shall pay Seller for work completed up to that date.

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its name as of the date first written above.

American Medical Response Ambulance Service, Inc.:

By: _____
Edward Van Home, COO
American Medical Response Ambulance Service, Inc.

Ellis County:

By: _____
Honorable Todd Little, County Judge
Ellis County, Texas

Attest: _____
Krystal Valdez,
Ellis County Clerk

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APPENDIX B

PROVIDER SERVICES

Exclusive Provider

AMR shall have the exclusive right to provide, and shall provide, directly or through agreed upon Mutual Aid agreements, the following services within the Service Area:

AMR shall be the exclusive 9-1-1 ambulance provider for Ellis County and shall be the exclusive inter-facility transport (“IFT”) provider for Ellis County. The following are the only exceptions to the exclusivity agreement:

- a. An ambulance that is operated from outside the contracted area and transports any patient from a point of origin outside the contracted area to a destination inside the contracted area.
- b. An ambulance that is brought into the contracted area for the sole purpose of a drill or training exercise.
- c. Any ambulance rendering requested assistance to ambulances currently authorized by Ellis County in cases of disaster or major emergency pursuant to provisions of a “mutual aid agreement” approved by Ellis County.
- d. A hospital owned/operated pediatric/neonatal transport service with ambulances modified for pediatric/neonatal transport and staffed at least by a Registered Nurse.

Utilizing an exclusive provider shall ensure that transports in our area are provided by a provider who has demonstrated their qualifications, performance record and financial stability, thereby increasing the confidence of our citizens and healthcare facilities.

There shall be three (3) IFT response time criteria defined as follows:

1. CodeED-9-minute response time criteria, lights and siren response
 - a) Transfers eligible for flight criteria, but air service is unavailable
 - b) Urgent care team waiting patient arrival (surgery, interventional radiology, Cath lab, etc)
 - c) STEMI
 - d) Hemorrhagic stroke, clot retrieval
 - e) Traumatic head bleed
 - f) Multi-system trauma
 - g) AAA
 - h) Any immediate life or time sensitive limb threatening condition, including birthing mothers (not routine labor)
2. Emergent Transfer (Patient Condition Transfer Request) -30-minute response criteria
3. Non-emergent Transfer (Customer Desire Transfer Request – 60-minute response time criteria

The entity (hospital, nursing facility, etc.) that requests the transfer shall inform AMR Dispatch as to what type of transfer (Code ED, Emergent or Non-emergent) is being requested.

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IFT Response Time Criteria Defined:

1. AMR will be considered “at destination” when marked within the CAD after the ambulance arrives at the facility.
2. AMR personnel are required to document the “at patient” time in the EPCR charting system. Likewise, in order to provide a means of authentication, the staff of the facility shall document the “at patient” time in the patient’s chart.
3. For all IFT responses, the response time shall end with “at patient” not “at destination”.
4. This will allow adequate facility tracking for arrival and timely delivery of patient care.

If AMR is unable to fulfill the time/distance obligation, they shall communicate directly with the requesting facility to assist in coordinating the arrangements of the transfer to fulfill the facility’s needs.

Operational Expectations

AMR shall provide and manage the delivery of emergency medical services. This Agreement shall be a performance contract, not level-of-effort contract; however, the following conditions are baseline expectations. AMR is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

Staffing

AMR is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of this Agreement. AMR shall maintain one (1) **Shift supervisor** not assigned to an ambulance for the Service Area twenty-four (24) hours per day. **The County Operations Manager cannot act as the Shift-Supervisor except for emergency staffing (i.e. an employee goes home sick, etc.) and then only for a maximum of two (2) hours. See appendix M for the Shift Supervisor job description.** AMR should attempt to employ EMTs, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ EMTs and Paramedics with experience, knowledge and history of the Service Area should be considered first.

- a. The parties understand that the EMS System requires professional and courteous conduct at all times from AMR’s field personnel, middle management, and top executives. AMR shall employ highly trained EMTs, Paramedics and support staff to provide patient care and to operate AMR’s vehicles and equipment.
- b. Each EMT and Paramedic shall be physically capable of performing the tasks assigned by AMR, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. During the performance of services described in this Agreement employees shall conform to the AMR’s dress code which shall conform to DSHS guidelines.
- c. The parties understand that training and educational requirements change from time to time for EMTs and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. AMR agrees that the EMS Administrators may require additional training or education for EMTs and Paramedics for the benefit of patients receiving care under the Agreement. The cost of such training or education shall be the sole responsibility of AMR.
- d. AMR shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off duty. AMR shall utilize management practices that ensure that field personnel working extended

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shifts, part-time jobs, and voluntary or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills. **To ensure compliance, AMR supervisor shall send a Daily Staffing Report which includes the names, hours and assignment locations worked (including subbing) of all of their personnel in Ellis County to each entity by 10:00 a.m. each day. Furthermore, the Shift Supervisor shall immediately send all entities an updated Daily Staffing Report when changes to the original staffing occurs.**

- e. AMR shall provide working conditions that assist in attracting and retaining highly qualified personnel. AMR shall offer its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties.
- f. All AMR personnel shall be trained and receive certification as current level National Incident Management System (NIMS) compliant.
- g. AMR shall have in place a third party independent testing program for random drug screening of all personnel providing response under the Agreement. Further, AMR shall transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance shall be immediately relieved of duty until there is clinical proof to the contrary.
- h. AMR shall have a Standard Operating Procedure (SOP) that describes expectations, requirements, and practices of daily operations, and how complaints regarding level of care, response or employee action or inaction are handled. This SOP shall be given to the EMS Administrators at the beginning of the Agreement. Likewise, any updates must be given to the EMS Administrators immediately upon being implemented. AMR and Ellis County shall work together to create policies that coincide and do not contradict each other.
- i. Complaints from the EMS Administrators directed at level of care, response or employee action or inaction shall be answered within forty-eight (48) hours to include actions taken (i.e. disciplinary action and other corrective measures).
- j. It shall be of the utmost importance that employees of AMR strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- k. AMR shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the Agreement. Ellis County is to be provided with reports on driver performance as requested by the EMS Administrators.
- l. AMR shall have staff available and a toll free phone number capable of discussing and resolving billing questions.
- m. System ambulances shall be staffed with a minimum of one (1) paramedic and one (1) EMT.
- n. AMR may not offer incentives by way of additional salaries or wages or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transport.

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- o. AMR shall ensure clinical performance consistent with Department of State Health Services (DSHS) and Medical Director Standards and implement reasonable changes accordingly.

Service Deployment Model

This is a PERFORMANCE BASED agreement. AMR shall deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards set forth in Appendix G (“Response Time Compliance”). As a minimum, AMR shall provide to the Entities for **180** total ambulance service hours per 24-hour period (7:00am–7:00am) and 1,344 total ambulance service hours per calendar week (7:00am Sunday-7:00am Sunday). In the event AMR’s overall response time compliance in the aggregate is below ninety percent (90%) for the Entities for any two (2) consecutive months, AMR shall deploy sufficient additional Ambulances to meet or exceed that level.

If it is determined by the Entities (County, Waxahachie, Ennis and Red Oak), that the deployment hours set forth above are not working, those hours will be renegotiated with the Entities.

AMR shall comply with the response time requirements set forth in Appendix G.

AMR shall provide to the Entities at least one (1) supervisor who is a Paramedic assigned to a quick response vehicle (QRV), twenty-four (24) hours a day, seven (7) days a week, who shall be available for immediate response to emergencies, deliver supplies and equipment to the ambulances, supervise AMR personnel on a daily basis and be on call if needed.

AMR shall make emergency services (as defined by NFPA standards) available to all persons within the Service Area.

Replacement of Ambulances:

When an ambulance is taken out of service for preventative or routine maintenance or repairs of any kind, another ambulance shall be put in place of the ambulance being taken out of service until such time as the other ambulance is returned to service. If the downtime of the unit shall be over four (24) hours, the EMS Administrators shall be notified of such and shall also be notified when a replacement unit is put in service in its place.

Patient Transport Considerations:

AMR shall provide emergency medical treatment and transport from the scene to the closest appropriate health facility based upon the chief complaint/illness/injury.

Patients and/or guardians have the right to request transport to a facility of their choice. However, it is the responsibility of the AMR staff to communicate to the patient and/or guardian the potential adverse effects on the outcome of the patient’s condition if the requested hospital is not the closest, most appropriate facility to treat their condition. Once this is communicated, the patient and/or guardian retains the privilege of making the final decision of the hospital the patient shall be transported to as long as said hospital is within the Dallas/Ft. Worth Metroplex.

When air activation is necessary, requests for an air ambulance shall be made through the Entities Communications center, not AMR’s Communication center. The Entities communication center will contact the closest most appropriate air ambulance.

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AMR agrees that for ambulance services provided to Ellis County for patients in custody, such as transports after an arrest or transports to/from the jail facility, AMR agrees to charge Ellis County only the Medicare rate current as of the date the service is provided. Ellis County shall only be charged if the patient is not released and remains in the custody of Ellis County.

AMR shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and shall provide copies of all such pertinent documents to the local EMS Administrators.

Subject to AMR's reasonable policies and procedures regarding same, AMR shall give authorization to Ellis County dignitaries and members of the Law Enforcement Departments to ride out as observers. Likewise, AMR shall permit members of Ellis County and volunteer Fire Departments to ride out as interns. AMR's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

Mass Events / Proactive Preparedness:

AMR shall provide a standby ambulance and emergency medical personnel for standby upon request of the local EMS Administrators or Ellis County at no additional charge to the areas when there is reason to believe a life threatening public emergency presently exists or is imminent in the Service Area which includes mass gathering events, inclement weather forecasts of snow, ice, thunderstorm warnings, and tornado warnings as well as structure fires, technical rescues, water rescues, and hazardous materials responses. This shall be within the guidelines approved by the EMS Administrators. The number of additional units shall be coordinated by AMR and the local EMS Administrators.

AMR shall participate in community disaster drills as requested by Ellis County or local school district within AMR's resources and guidelines for such activities.

AMR shall ensure disaster readiness including strict compliance with the National Incident Management System (NIMS).

AMR shall comply with all adopted and approved Emergency Operations Plans or Successor Plans of the Ellis County. AMR shall participate in the Ellis County Local Emergency Planning Committee.

Radio Communication and Interoperability:

AMR shall be responsible for supplying vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Ellis County's First Responder Organizations. AMR shall utilize industry standard radio communications, paging and alerting at all times. AMR shall be responsible for purchase, installation, repair and any replacement of AMR owned equipment.

AMR shall provide EMS (ambulance) dispatch services, including radio infrastructure, communications with First Responders and other emergency services. A communications plan must be coordinated with the EMS Administrators and the dispatch managers.

AMR shall provide capability to record all radio traffic and to record emergency and non-emergency telephone calls and other communications with AMR's dispatch center.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. Radios shall have the ability to operate on frequencies used by all Ellis County First Responder Organizations. However, communications between AMR Dispatch and AMR ambulances shall be on an

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AMR frequency. Use of the frequencies of Ellis County shall only be used by AMR when it is essential for interoperability during the response to an emergency.

Dispatch, Reporting, and Monitoring

AMR shall furnish all manpower and supervision for the operation of a centralized dispatch center. AMR shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

- a. A third party or sub-AMR dispatching provider shall not be allowed without written prior approval by the Ellis County.
- b. AMR shall receive calls for emergency ambulance service that are initially answered by a PSAP then transferred to AMR.
- c. AMR may receive calls from PSAP via telephone, radio, or other means.
- d. AMR must be capable of receiving TTY/TDD communications in accordance with Americans with Disabilities Act/Department of Justice requirements.
- e. AMR shall provide professional Emergency Medical Dispatch (EMD) with Medical Priority Dispatch System (MPDS) protocols and pre-arrival instructions using International Academies of Emergency Dispatch (IAED) certified Emergency Medical Dispatchers or other City approved national accredited program.
- f. AMR shall utilize accepted dispatch quality assurance programs and follow the compliance requirements of the IAED Accreditation Center of Excellence performance standards.
- g. AMR shall equip each 9-1-1 ambulance and QRV with automatic vehicle locating (AVL) equipment that is capable of being monitored by the dispatcher center of Ellis County at all times.
- h. AMR shall utilize GIS software compatible with NCTCOG mapping data in order to expedite responses.
- i. AMR may use the most current map published by the GIS and Addressing Department of Ellis County. AMR shall be provided Bi-annual map updates by the GIS and Addressing Department of Ellis County.
- j. AMR shall have separate dispatch and field operations supervisors on duty at all times and shall be jointly responsible for posting assignments and other adjustments to field assignments.

Community Relations:

AMR is responsible for ensuring high-performance service through employing good business practices, community partnerships and customer service to fulfill the terms of this Agreement.

- a. Maintain and pay for Internet presence, telephone listings and/or advertising.
- b. Maintain and support superior working relationships with air medical transport providers, first responders, and law enforcement.

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- c. Notify Ellis County in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) Ellis County.
- d. Participate in quarterly meetings, planning, and improvement with public safety partners.

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APPENDIX C

OUTCOME-CENTERED PRE-HOSPITAL EMERGENCY CARE

AMR shall provide the following Ellis County Clinical Report to all four (4) Entities by the 10th day after the end of the respective month or quarter. The minimum acceptable standard for each portion is 90%. In the event AMR does not meet this standard, the provisions of Appendix H shall apply.

Ellis County Clinical Report	Jul-18	Aug-18	Sep-18	3rd QTR
Airway Management				
Total number of Airway management incidents				
Total number of advanced airway incidents				
Total number airways managed using PAI				
Percentage of advanced airways managed using PAI				#DIV/0!
Total number successful ETT				
Total number ETT first attempt				
Percentage of first attempt success with ETT				#DIV/0!
Number of incidents with ETT as first advanced airway successfully				
Number of incidents with King Airway as first advanced airway successfully				
Number of incidents that were managed with an alternate airway (BVM, OP, NP, King Airway on subsequent attempt, etc)				
Number of incidents where the patient was unable to be ventilated				
Number of airways confirmed with ETCO2				
Percentage of all advanced airways in which end tidal CO2 was used to confirm success initially				#DIV/0!
Protocol Compliance				
Non-Transport Protocol Compliance				#DIV/0!
Total number of Responses				
Total number of Patient Refusals				
Total number of Non-Transports protocol compliance				
Percentage of Non-Transports				#DIV/0!
ACS				
Number of patients with a c/o chest pain				
Number of patients who received ASA per protocol				
Number of patients who received 12 Lead				
Percentage of patients who received ASA				#DIV/0!
Percentage of patients who received 12 lead EKG				#DIV/0!
Stroke				

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Number of patients with suspected CVA/TIA				
Number of patients treated according to protocol				
Percentage of incidents demonstrating stroke protocol compliance				#DIV/0!
Cardiac Arrest				
Total number of arrests				
Number of ROSC				
Percentage of patients with ROSC-medical				
STEMI				
Number of patients with suspected STEMI				
Number of patients with suspected STEMI received 12 Lead				
Number of patients transported to PCI capable facility				
Percentage of patients with suspected STEMI received 12 Lead capable facility				#DIV/0!
Percentage of patients with suspected STEMI transported to PCT capable facility				#DIV/0!
Trauma				
Total number of helicopter activations/ number of helicopter activations correctly triaged				
Total number of trauma patients transported LIGHTS/SIRENS				
Total number scene time <10 minutes				
Total number of patients with spinal motion restriction				
Total number of patients treated according to SMR protocol				
Percentage on scene time <10 min for LIGHTS/SIRENS trauma, non-entrapped patients				#DIV/0!
Percentage of incidents demonstrating C spine immobilization protocol adherence for LIGHTS/SIRENS				
Skills				
Number of patients received IV				
Number of patients successful IV				
Number of patients received IO				
Number of patients successful IO				
Paramedic success Rate IV (overall)				#DIV/0!
Paramedic success Rate IO (overall)				#DIV/0!

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APPENDIX D

AGREEMENT OVERSIGHT

Reporting and Review

The EMS Administrators shall conduct a monthly evaluation of the performance of AMR utilizing criteria the EMS Administrators determines to be relevant.

- a. In addition, the EMS Administrators may conduct intermittent evaluations or at such times specified by Ellis County. This shall include but not be limited to issues of mere compliance with the terms of the Agreement.
- b. AMR's performance should exceed the minimum requirements of the Agreement.
- c. Each month, a response time report (described in Appendix D), and a response time exception report shall be submitted to the EMS Administrators by the close of business on the 10th of each following month. These reports shall as a minimum also include the following:
 - (1) The EMS Administrators may request performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.) and to include individualized action plans to improve performance when it is lacking.
 - (2) Monthly statistics on prioritization of calls, locations, call type, and hospital transport destination.
- d. AMR shall provide a copy of their Annual Unaudited Income Statement to include profits and losses to Ellis County by the 15th day of the month after the close of their fiscal year.
- e. AMR shall provide a patient payer mix report as part of the AMR Annual Report.
- f. The EMS Administrators shall be able to obtain any reports as needed.

The EMS Administrators shall be notified within 72 hours whenever the following occurs:

- a. The employment of any person involved in the delivery of services related to the subject of the Agreement and the notification shall provide necessary certification of the person.
- b. The separation/termination or the employee status change of any of the AMR's employees involved in the delivery of services related to the Agreement.
- c. A change in the AMR's method of delivery of services, management or supervisory structure.

Agreement Monitoring

The following represents the desired conditions for ongoing monitoring of EMS for quality, efficiency and Agreement compliance.

- a. Information shall be made available as described in this Agreement on a timely and accurate basis and as described above.

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- b. Information provided shall be consistent with dispatch logs, run reports and other data without prior edit or adulteration.
- c. Information shall be verifiable by the EMS Administrators without undue or extensive effort.
- d. Information shall be accessible by the EMS Administrators through the use of internet access, direct software connection(s) or other state of the art retrieval technologies. The Parties agree and understand that protected health information (“PHI”), as defined by 45 CFR § 160.103, or individually identifiable health information, as defined by 42 U.S.C. § 1320d, shall not be available over the internet or in any method that violates the above stated statutes.
- e. The EMS Administrators may audit, examine, copy and make excerpts or transcripts from all of AMR’s records with respect to all matters covered by the Agreement and may make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement for a period of three (3) years from the date of final settlement of the Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements. Such audits and examinations may be requested as often as once per calendar year, or more frequently upon a showing of good cause by the EMS Administrators, during normal business hours, by providing AMR with reasonable written notice. AMR agrees to provide any pertinent information to the EMS Administrators to ensure transparency.

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APPENDIX E

SUBSCRIPTION PLAN

In addition to the Services described above, AMR shall offer to the residents of the Service Area AMR's Subscription Plan. The Subscription Plan is subject to change in AMR's sole discretion.

AMR's subscription program, called "Ambu-Care", saves residents hundreds of dollars and covers all household family members 26 years of age or younger.

To become a member, residents pay AMR a non-refundable and non-transferable fee of:

- \$60.00/year with Primary and Secondary insurance
- \$67.50/year with primary insurance only, or
- \$400.00/year with no insurance

The fees for the subscription program may change from year to year based on application of required financial tests for subscription programs. Any fee changes and the justification for such changes will be provided to Ellis County at least 30-days in advance of the new rates effective date.

Members who receive medically necessary advanced or basic life support emergency or non-emergency ambulance services from AMR as a result of an "emergency medical condition" shall pay nothing out of pocket.

"Medical necessity" for purposes of determining whether any emergency or non-emergency transport qualifies for the membership benefit shall be determined by AMR using the standards of the Medicare program, which are also used by many other insurance programs. AMR reserves the right to require a certificate of medical necessity from a qualified physician in determining medical necessity.

AMR reserves the right to cancel completely or to offer alternate subscription programs in the future. In the case that AMR elects to cancel completely or offer alternative plans, AMR shall offer all paying customers a pro-rated refund of payments made for the subscription.

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APPENDIX F

VEHICLE SPECIFICATIONS

All AMR ambulances used for emergency patient transportation shall be in good physical appearance as well as working operational and mechanical condition for the patient and crew members. This shall remain in effect unless otherwise approved in writing by Ellis County.

Each AMR ambulance used in the transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901 and 1917.

AMR Equipment shall be available to allow ambulances to travel in inclement weather conditions including snow or ice.

Each AMR ambulance shall have a standalone box with an independent AC unit capable of shoreline power as well as generator or alternator power.

Each AMR ambulance shall meet current FDA requirements for drug storage.

Each AMR Ambulance shall be Type I.

Each AMR ambulance shall not exceed mileage of 250,000 miles. Likewise, all EMS equipment assigned to AMR ambulances shall be properly maintained and serviceable at all times. AMR shall provide monthly maintenance records for all ambulances and EMS equipment utilized in the Agreement Service Area. Each AMR ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license numbers.

All AMR ambulances for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director and all rules and regulations promulgated and set forth in any state and local ordinance.

All AMR ambulances shall be equipped with Power Patient Cots to reduce possible injury of responders.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by Ellis County covered by AMR's Agreements in the Service Area.

AMR's radios shall be of a type acceptable for use with the radio systems of Ellis County. Programming for the radios shall only be approved through Ellis County's authorized programmers and programming shall be at the expense of AMR.

AMR shall supply vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Dispatch System of Ellis County covered by AMR's Agreement.

AMR shall install Automatic Vehicle Locators (AVL) hardware compatible with the Ellis County's CAD providers to be used by 911 Dispatch centers to track and locate the closest appropriate ambulance for emergency calls.

All AMR vehicles shall be equipped with a compatible transponder to be tracked by AMR dispatch.

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APPENDIX G

RESPONSE TIME COMPLIANCE

Dispatch

For purposes of the foregoing, a “Dispatch” shall be deemed to have occurred when AMR acknowledges receipt of all information required to respond, as specified in the Dispatch Protocols, to the address or other location specified by the Communications Center (“Destination”)

Alarm Answering Time- The time interval that begins when the alarm is received at the communication center and ends when the alarm is acknowledged at the communication center. Measured from connection of the call to the communication center system and answering of the call by the call taker.

Alarm Handling Time- The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities (ERFs) or the emergency response units (ERUs) in the field.

Alarm Processing Time- The time interval from the first keystroke of the call-taker until the information is transmitted via voice or electronic means to emergency response units.

In accordance with NFPA 1221 and 1710

Alarm Answering Time	Alarm Processing Time
< 15 Seconds 95% of alarms	< 64 Seconds 90% of alarms
< 40 Seconds 99% of alarms	< 106 Seconds 95% of alarms

Emergency Alarm Processing For the Following Call Types:	
<ul style="list-style-type: none">• Calls requiring EMD questioning and pre-arrival medical instructions• Calls requiring language translation• Calls TTY/TTD device or audio/video relay• Hazmat incidents• Technical rescue	< 90 Seconds 90% of alarms
<ul style="list-style-type: none">• Calls requiring determination of location due to insufficient information• Calls received by text messages	< 120 Seconds 99% of alarms

9-1-1 Response Time

For purposes of determining 9-1-1 compliance, response time shall begin the moment the request for service is received by the AMR dispatch center with a minimum of the following information: caller name and callback phone number, incident location, and nature of the emergency. **ADD:** Response time shall end the moment that the Ambulance comes to a stop at the destination address or, in the event of an unopened gate or other obstacle which impedes the Ambulance from proceeding to such destination, when the Ambulance stops at such obstacle.

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Emergency Response Time Compliance	9-1-1 Emergency Response Time	Rural Response Time	Rural Remote Response Time
	< 9:00 Minutes	< 15:00 Minutes	< 20:00 Minutes
Inter-facility Transports	Emergent IFT Request	Non-Emergent IFT Request	
	< 30:00 Minutes	<60:00 Minutes	

9-1-1 Exemptions

In determining whether AMR has met the Response Time Standards for 9-1-1 calls during any calendar month, calls which fail to meet the applicable Standard for reasons beyond AMR's reasonable control, including but not necessarily limited to the following reasons, shall be excluded from both the numerator and the denominator of the calculation:

- a. Requests during the first twelve (12) hours of a local disaster or a disaster in a neighboring jurisdiction to which an AMR ambulance is dispatched.
- b. Inclement weather condition of without limitation to snow, ice, flooding, tornados, hail and heavy fog.
- c. The response for an emergency request may also be excluded for train delays, road construction for which notification was not given etc.
- d. Any response that the EMS Administrators and AMR determines that a good cause for an exception exists. AMR shall submit all requests for an exception no later than five (5) days after the end of the month in which the call-in question was performed. The EMS Administrator of Ellis County shall decide whether or not to grant the exception and communicate its decision to AMR no later than five (5) days after receipt of AMR's request.
- e. Once agreed upon, exempt calls shall be completely excluded from all applicable calculations for response time compliance.

All Transports: Response Time Reports

In order to assist the Ellis County in determining whether AMR has met with the Response Time Standards for any calendar month, AMR shall provide, on or before the 10th day of each month for calls the preceding month, a summary of all responses, which shall include but not limited to:

- Incident location
- Incident Type
- Call processing Time
- Dispatch time
- Reaction time
- Drive time
- Time of arrival
- Over all response time
- Time Exemption details if applicable
- Compliance Results

All Transports: Response Damages

Any response damages will be calculated on an aggregate basis determined upon services provided within the Service Area to all Entities.

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AMR shall pay the appropriate Entity (Ellis County) a penalty for each calendar month in which it has failed to meet the applicable Standard of at least 90% of time for all categories of calls. Exempt calls shall be completely excluded from the calculation, including from the total number of calls, for 9-1-1 and / or IFT calls.

- a. In each monthly period (beginning on the first day of each month), not less than one hundred percent (100%) of AMR's responses to emergency requests shall be performed as set forth herein. AMR shall provide access to all information Ellis County may request to resolve any dispute relating to damages.
- b. Failure of AMR to meet response time requirements shall result in an assessment of penalties.
- c. Penalties for 9-1-1 and IFT responses as well as Dispatch answering and processing shall be deposited in the designated bank account of choice of the appropriate entity by the 10th day of the month following the end of the month in which AMR failed to achieve the requirements delineated in the contract.
- d. Penalties shall be assessed based on the following.
 - (1) Response time according to the above Response Time Compliance table for at least 90% of all calls.
 - (2) The table below shows assessment of fees per monthly period (such assessments are cumulative):

Dispatch

95-100% Alarm answering time	<95% Alarm answering time	90-100% Alarm processing time	<90% Alarm processing time	90-100% Emergency alarm processing	<90% Emergency alarm processing
No Assessment	\$100 per non-compliant alarm	No Assessment	\$100 per non-compliant alarm	No Assessment	\$100 per non-compliant alarm

Response

90-100% 9-1-1 Responses or IFT Requests	<90% any entity 9-1-1 Responses	<90% Emergent IFT Responses	<90% Non-Emergency IFT Responses
No Assessment	\$1,000 per non-compliant response	\$100 per non-compliant request	\$50 per non-compliant request

- e. All Transports: Probation for Response Time Noncompliance:
 - (1) If AMR does not meet the 90% response time or greater in the 9-1-1 category in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.

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- (2) If AMR does not meet response time for at least 90% of all IFT calls for two (2) consecutive months, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
- (3) If AMR is put on probation, AMR shall be required to submit a written plan within ten (10) days of being notified of Probation detailing how AMR intends to remove itself from probation.
- (4) If AMR does not meet the alarm answering times, alarm processing times, and emergency alarm processing times as stated in Appendix G under Dispatch in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
- (5) In order to be removed from Probation, AMR shall achieve 90% or better response time compliance for 9-1-1 calls and IFT calls for the next three (3) months.
- (6) If there are less than 100 alarms in a respective category, for the purpose of determining compliance to the standard and assessment of penalties, the report will provide the performance on the last 100 alarms and performance will be measured against those 100 alarms.

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APPENDIX G-2

Inter-Facility Transfers

Terms

- "Healthcare facility transfer" and "inter-facility transfer" have the same meaning, and refer to Hospital transfer.
- Exemption shall refer to the calculation of responses and the exempt response time. Exempt calls shall be completely excluded from the calculation, including the total number of calls. **For Inter-facility Transfers**, the response time calculation shall begin with the scheduled time of pick up. If one hundred (100) or more inter-facility responses occur during any month, ninety percent (90%) compliance is required. However, for months in which fewer than one hundred (100) inter-facility responses occurs, compliance shall be calculated using the last one hundred (100) sequential inter-facility responses.

Wait-and-return transports occur when the ambulance remains on scene and dedicated to the patient transported, before transporting the patient back to the point of origin. Each leg of the wait and return shall be counted as separate transports.

Long Distance Transfers, any request for transport with destinations greater than 29 miles. All requests for service with a destination greater than 29 miles must schedule two (2) hours in advance of the desired pick up time.

Exemptions from Ambulance Response Time. AMR believes that any response or group of responses should be exempted from response time required due to "unusual factors beyond AMR's reasonable control". AMR shall submit the Call Number and Dispatch time as exemptions with the required monthly reports to the EMS Administrators.

Exemptions

- Inclement weather condition of ice, snow, Fog, or heavy rain.
- Ambulance availability falls below 5
- More than 3 inter-facility services requests are received within the same 60 minute time-period County wide
- More Than 2 requests for transport outside the service area received within the same 120 minute time-period
- Request for pick up with destinations greater than 29 miles within the service area, with desired pick up time of less than 2 hour notification
- Facility delays; AMR arrives on scene, but patient is not ready (The second request shall be exempt from response time penalties)

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APPENDIX H

NON-RESPONSE DAMAGES

The following provisions are in relation to failure(s) to comply with Agreement requirements other than Response Time Compliance:

- a. In the event AMR fails to comply with any of the terms of the Agreement other than Response Time or Dispatch Processing Compliance, AMR shall be issued a written notice describing such failure.
- b. Should it be determined that AMR is in noncompliance with any portion of the Agreement other than Response Time or Dispatch Processing Time Compliance, AMR shall be assessed a penalty of one hundred dollars (\$100) for each incident of noncompliance payable to each of the four (4) entities within ten (10) days of notification beginning with the first incident of noncompliance. "Penalties for 9-1-1 and IFT responses as well as dispatch answering and processing shall be deposited in the designated bank account of choice of the appropriate entity by the 10th day of the month following the end of the month in which AMR failed to achieve the requirements delineated in this contract."
- c. Should the noncompliance continue for more than five (5) consecutive days, the penalty, which is payable to each of the four (4) entities as above, shall increase to two hundred fifty dollars (\$250) for each additional incident that AMR remains non-compliant.
- d. AMR may appeal the decision to assess penalties to all four (4) Appropriate EMS Administrator(s) in writing within ten (10) days of notification of assessment. Penalties may be withheld from any subsidy or invoiced to AMR as an assessment. Penalties must be paid within ten (10) days of the final determination.

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APPENDIX I

FIRST RESPONDER RESPONSIBILITIES

- A. Ellis County shall require its fire service First Responder Medical Personnel (“First Responder Personnel”) to work collaboratively with AMR Personnel with the primary goal being to enhance patient care through mutual cooperation. In the event First Responder Personnel arrive at an incident scene prior to AMR, First Responder Personnel shall assume temporary medical control of the scene until AMR’s arrival, at which point AMR shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene AMR Personnel. Both parties shall ensure that a professional transfer of patient care occurs for the best interest of the patient outcome. The highest ranking First Responder Officer on the scene shall have the responsibility of command and control and perform the duties as the scene incident commander. Patient care and medical control shall not be confused with overall scene management responsibilities.

Additionally, the first agency on the scene shall have the following privileges:

1. The ability to disregard the other responding agency via radio prior to their arrival to the scene of the emergency.
 2. The ability to request air ambulance(s) prior to the arrival of the other agency.
 3. The ability to request additional ground ambulances from AMR or another ambulance that has been pre-approved through mutual aid agreements.
- B. AMR shall provide an exchange of disposable medical supplies used on a 1:1 basis within 24 hours of an incident. As a result of the exchange program, AMR shall be entitled to include, in its charges to patients and third party payers, charges for services performed or for supplies utilized by First Responder Personnel. In consideration of the foregoing, AMR shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by the First Responder Personnel in treating patients transported by AMR.
- C. The EMS Administrators shall ensure and certify in writing to AMR prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to AMR, that none of its First Responder Personnel are “Ineligible Persons”. Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. The EMS Administrators shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:
1. The EMS Administrators shall screen such persons against the Exclusion Lists within thirty (30) days of the effective date hereof and annually thereafter.
 2. As part of the hiring/volunteering process for any new First Responder Personnel hired/volunteering after the effective date hereof, the EMS Administrators shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Ellis County Contract

3. The EMS Administrators shall implement a policy requiring all First Responder Personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

D. Exclusion Lists include:

1. The HHS/OIG List of Excluded Individuals/Ellis County (available through the Internet at <http://oig.hhs.gov>); and
2. The General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

- E. The EMS Administrators shall cooperate with AMR in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

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APPENDIX J

BASE CHARGES

Charges for services to citizens for ALS Based Transport

SERVICE LEVEL Advanced Life Support /Mobile Intensive Care / Basic Life Support

CHARGE/FEE \$1,252.00

DESCRIPTION Mileage (*per Loaded Mile*)

CHARGE/FEE \$16.10

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APPENDIX K

INSURANCE

At all times during the term of this Agreement, AMR shall maintain general, professional and automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of AMR and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than three (3) years following termination of this Agreement. In addition, AMR shall maintain automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate.

Ellis County Contract

APPENDIX L

Shift Supervisor Responsibilities:

This list is designed to drive high quality interaction with the Ellis County stake-holders and American Medical Response. It is not entirely comprehensive.

- (1) Make contact with field personnel at least weekly to ensure continuity of communication.
- (2) Develop work schedules to ensure compliance with maximum continuous 36 hour rule.
- (3) Respond to calls in which an air ambulance is requested, or a multi-patient scene requiring a multi-unit response.
- (4) Visiting all county facilities at least once a month to ensure service expectations are being met
- (5) Meeting with all fire department officers or designees monthly to ensure favorable customer service and teamwork
- (6) Monitor Chute times, turn-around times, in-service times, and other response metrics, tracking service compliance with internal expectations
- (7) Field and answer service complaints within 48 hours. Documenting such on a tracking log in compliance with the Texas Administrative Code
- (8) Facilitate multi-agency training with field personnel at least once per quarter

FUND BALANCE POLICY
COUNTY OF ELLIS, TEXAS

Purpose:

The purpose of this policy is to establish operating guidelines for the fund balances of the governmental, special, and dedicated funds of Ellis County, Texas.

Fund Balance Classification:

The county governmental-fund financial statements will present fund balances classified in a hierarchy based on the strength of the constraints governing how those balances can be spent. These classifications are listed below in descending order of restrictiveness:

- **Non-spendable:** This classification includes amounts that cannot be spent because they
- are not in spendable form (e.g. inventories and prepaid items)
- are not expected to be converted into cash within the current period or at all (e.g. long-term receivables)
- are legally or contractually required to be maintained intact (e.g. the non-spendable corpus of an endowment)

Restricted: this classification includes amounts subject to usage constraints that have either been

- externally imposed by creditors (e.g. through a debt covenant), grantors, contributors, or laws or regulators of other governments;
- imposed by law through constitutional provisions or enabling legislation.

Committed: This classification includes amounts that are constrained to use for specific purposes pursuant to formal action of Commissioners' Court. These amounts cannot be used for other purposes unless the Court removes or changes the constraints via the same type of action used to initially commit them.

NOTE- A commitment of fund balance requires formal action as to the purpose but not as to amount; the latter may be determined and ratified by Commissioners' Court at a later date. This is often important near year-end when a purpose or need is known but not a cost is not.

Assigned: This classification includes amounts intended by the county for use for a specific purpose but which do not qualify for classification as either restricted or committed. The intent can be expressed by Commissioners' Court or by a Court designee (e.g. a department head). This classification applies to the positive unrestricted and uncommitted fund balances of all governmental funds except General Fund.

NOTE- An assignment of fund balance implies an intent of Commissioners' Court. Operationally, the ability to implement the intent may be delegated to one or more persons. Designees may be listed in this document or, alternatively, in the county's budgetary policy.

Unassigned: This classification applies to the residual fund balance of the General Fund and to any deficit fund balances of other governmental funds.

Order of Spending: Where appropriate, Ellis County will typically use restricted, committed, and/or assigned fund balances, in that order, prior to using unassigned resources, but reserves the right to deviate from this general strategy.

Minimum Fund Balances: Ellis County generally aims to maintain the following minimum fund balances:

General Fund: Unassigned fund balance of approximately 90 days of budgeted expenditures for the fiscal year. The 90 days will allow for unanticipated needs and the timeframe between the end of the fiscal year until tax revenue is collected for the new year.

Debt Service Funds:

Road and Bridge Funds: Unassigned fund balance of approximately 90 days of budgeted expenditures for the fiscal year. The 90 days will allow for unanticipated needs and the timeframe between the end of the fiscal year until tax revenue is collected for the new year.

Special, Dedicated, and Fiduciary Funds: As each of these categories have statutory spending restrictions, no minimum fund balance is established allowing all or none of the amounts in these funds to be available for their intended uses.

Ellis County adopts the following:

1. Ellis County will comply with laws and generally accepted governmental accounting principles regarding maintenance and disclosure of fund balance.
2. Committed fund balance shall be designated only by formal action of Commissioners' Court prior to the end of the fiscal year. All other components of fund balance shall be determined by the County Auditor and/or County Judge, with assistance of the County Attorney, as needed.
3. The primary mechanisms for keeping the fund balance target level are controlling Ellis County expenditures and setting proper tax rates or other methods of funding.
4. If General Fund Unassigned Fund Balance rises above or falls below the target level, then the Ellis County Commissioner's' Court shall consider remedies during the annual budget process. However, if the change in fund balance is severe, then Commissioners' Court may consider remedies at their earliest opportunity.
5. Certain Ellis County financial conditions, economic circumstances or special initiatives may be deemed suitable reasons for temporary non-compliance with this policy statement.
6. Excess Unassigned Fund Balance may be utilized for one-time, non-recurring expenditures such as purchases of real estate or capital assets; however, it cannot justify increased overhead level of future maintenance and operating costs.

GASB 54 has changed the way we must report our fund balances beginning with the financial statements for the fiscal year ended 9/30/2011.

Governmental accounting standards now require designation of fund balance components as follows:

- Non-Spendable (non-spendable because of form/nature such as inventory, not yet available for spending such as prepayments, other amounts legally or contractually required to be maintained intact such as endowments, etc.)
- Restricted (externally restricted by grantor's, debt covenants, legislation, etc)
- Committed (amounts constrained at Government's highest level of decision-making (Commissioners Court))
- Assigned (limitations imposed by management plans)
- Unassigned (all amounts not classified as non-spendable, restricted, committed, or assigned)

Ellis County adopts the following:

1. Ellis County will comply with laws and generally accepted governmental accounting principles regarding maintenance and disclosure of fund balance;
2. Committed fund balance shall be designated only by formal action of Commissioners Court, PRIOR to the end of the fiscal year. All other components of fund balance shall be determined by the County Auditor and/or County Judge, with assistance of the County Attorney, as needed;
3. The target level for Ellis County's General Fund Unassigned Fund Balance is hereby set at 120 days of the budgeted General Fund expenditures, considering the annual budget, as amended, for any given fiscal year;
4. The primary mechanisms for keeping the fund balance target level are a) controlling Ellis County expenditures, b) setting proper tax rates or other methods of funding;
5. If General Fund Unassigned Fund Balance rises above or falls below the target level, then the Ellis County Commissioners Court shall consider remedies during the annual budget process. However, if the change in fund balance is severe, then Commissioners Court may consider remedies at their earliest opportunity;
6. Certain Ellis County financial conditions, economic circumstances or special initiatives may be deemed suitable reasons for temporary non-compliance with this policy statement;
7. Excess Unassigned Fund Balance may be utilized for one time, non-recurring expenditures such as purchases of real estate or capital assets; however, it cannot justify increased overhead levels of future maintenance and operating costs.

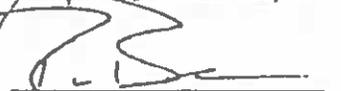
Adopted this 27th day of February 2012:


 Carol Bush, County Judge


 Dennis Robinson, Commissioner, Pct. 1


 Heath Sims, Commissioner, Pct. 3


 Bill Dodson, Commissioner, Pct. 2


 Ron Brown, Commissioner, Pct. 4

Attest: 
 Cindy Polley, County Clerk Deputy

FUND:	ROAD AND BRIDGE PRECINCT I	2019/2020	90 Days	120 Days
GL#:	003-0601-50000-00000-000	BUDGET		
SALARIES & RELATED EXPENDITURES		\$ 1,083,661.00		
OPERATING EXPENDITURES		\$ 245,839.00		
CAPITAL EXPENDITURES		\$ -		
		\$ 1,329,500.00	\$ 327,821.92	\$ 437,095.89
FUND:	F/M PCT. I			
GL#:	009-0602-40000-00000-000	\$ 1,497,529.00	NO RESERVE POLICY REQUIRED	

FUND:	ROAD AND BRIDGE PRECINCT II	2019/2020	90 Days	120 Days
GL#:	004-0652-50000-00000-000	BUDGET		
SALARIES & RELATED EXPENDITURES		\$ 1,100,545.00		
OPERATING EXPENDITURES		\$ 238,455.00		
CAPITAL EXPENDITURES		\$ -		
		\$ 1,339,000.00	\$ 330,164.38	\$ 440,219.18
FUND:	F/M PCT II			
GL#:	010-0653-40000-00000-000	\$ 1,297,529.00	NO RESERVE POLICY REQUIRED	

FUND:	ROAD AND BRIDGE PRECINCT III	2019/2020	90 Days	120 Days
GL#:	005-0703-50000-00000-000	BUDGET		
SALARIES & RELATED EXPENDITURES		\$ 1,142,424.00		
OPERATING EXPENDITURES		\$ 344,859.00		
CAPITAL EXPENDITURES		\$ 52,000.00		
		\$ 1,539,283.00	\$ 379,549.23	\$ 506,065.64
FUND:	F/M PCT III			
GL#:	011-0704-40000-00000-000	\$ 1,297,529.00	NO RESERVE POLICY REQUIRED	

FUND:	ROAD AND BRIDGE PRECINCT IV	2019/2020	90 Days	120 Days
GL#:	006-0754-50000-00000-000	BUDGET		
SALARIES & RELATED EXPENDITURES		\$ 1,046,942.00		
OPERATING EXPENDITURES		\$ 240,804.00		
CAPITAL EXPENDITURES		\$ 41,254.00		
		\$ 1,329,000.00	\$ 327,698.63	\$ 436,931.51
FUND:	F/M PCT IV			
GL#:	012-0755-40000-00000-000	\$ 1,297,529.00	NO RESERVE POLICY REQUIRED	

COUNTY OF ELLIS §

STATE OF TEXAS §

RESOLUTION

Be it resolved that on the 2nd day of June, 2020, the Ellis County Commissioners' Court convened in Regular Session, and upon the request of the Ellis County Election Administrator, the following item was placed on the agenda of the said court for such meeting, pursuant to Government Code Section 551 to be considered:

CONSIDERATION AND ADOPTION OF A RESOLUTION REGARDING THREE GRANT AWARDS FROM THE TEXAS SECRETARY OF STATE TO ELLIS COUNTY PURSUANT TO THE CORONAVIRUS AID RELIEF AND ECONOMIC SECURITY ACT; 2018 ELECTION SECURITY GRANT; 2020 ELECTION SECURITY GRANT TO HELP MITIGATE COVID19 HEALTH CONCERNS FOR THE VOTING PUBLIC, AND ENSURE HIGH STANDARDS FOR ELECTION SECURITY IN ELLIS COUNTY.

WHEREAS, the amount awarded to the county for the three grants are in the following amounts of:
 2020 CARES ACT Grant: up to \$165,267.59 with \$33,125.52 (20%) required match from county funds;
 2018 Election Security Grant: up to \$40,000.00 with no match required;
 2020 Election Security Grant: up to \$80,000.00 with \$16,000.00 (20%) required match from county funds; and

WHEREAS, the Ellis County Commissioners' Court agrees to meet the required match drawing from the Chapter 19 funds received for FY2020; and

WHEREAS, the grant funds can be used for the following expenditures: Voting Processes; Security and Training; Communications; Supplies; Voting Equipment; Election Auditing; Voter Registration Systems; Cyber Security; Communications; and

WHEREAS, the Ellis County Commissioners' Court agrees to assign a single point of contact (SPOC), to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports; and

WHEREAS, the Commissioners' Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid; and

WHEREAS, the Commissioners' Court agrees that it will not consider the availability of the funds in adopting the county budget; and

WHEREAS, the Commissioners' Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Ellis County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full; and

NOW, THEREFORE, BE IT RESOLVED, the Commissioners Court of Ellis County agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Ellis County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code; and

BE IT FINALLY RESOLVED that the Commissioners Court of Ellis County, Texas, does hereby agree to all of the statements hereinabove set out in this Resolution.

PASSED AND APPROVED this 2nd day of June 2020.

 Todd Little - Ellis County Judge

 Randy Stinson - Commissioner, Pct. 1

 Lane Grayson - Commissioner, Pct. 2

 Paul Perry - Commissioner, Pct. 3

 Kyle Butler - Commissioner, Pct. 4

ATTEST:

 Krystal Valdez, County Clerk

2020 HELP AMERICA VOTE ACT (HAVA) CARES ACT SUB-GRANT TO TEXAS COUNTIES

Notice of Grant Award		Grantor: Texas Secretary of State P.O. Box 12887 Austin, TX 78711	
Grantee: Ellis			
Obligation Information			
CFDA Number: 90.404	Grant Period: 3/28/2020 – 11/30/2020	Agreement No.: TX20101CARES-070	
Funds Description			
This obligation of funds constitutes the Grantee's share of \$24,421,230 million awarded to the State of Texas (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the <i>Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136)</i> .			
Funding Information			
	<u>Maximum Award</u>	<u>Requested Amount</u>	
Federal Share	\$165,627.59	\$	
Required Matching Funds	\$33,125.52	\$	
Chapter 19 Matching Funds		\$	
County Matching Funds		\$	
Total Matching Funds (cannot be less than Required Matching Funds)		\$	
Purpose			
As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the CARES Act, 2020 (Public Law 116-136), the purpose of this award is to "prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."			
Receipt of Funds			
All funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award's funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the grant period, such as fees from the use or rental of real or personal property acquired with grant funds.			
Matching Funds			
All Federal funds must be matched at 20% using county funds. Pursuant to Section 19.004 of the Texas Election Code, the Secretary of State has determined that Chapter 19 funds entitled to the county may be used to meet the cash match requirement in addition to or in replacement of other funds available to the county.			
Grant Administration			
Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) and the Texas Uniform Grant Management Standards (UGMS) maintained by the Texas Comptroller of Public Accounts.			
Reporting Requirements			
<ol style="list-style-type: none"> 1. The county must comply with all expenditure reporting requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government. 2. The final expenditure report must be submitted to the Secretary of State no later than November 30, 2020. Any unexpended funds will revert back to the state, which will be returned to the federal government. 3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county. 			
Award Contingencies			
This award is contingent upon the completion of the following activities:			
<ol style="list-style-type: none"> 1. Completion of the data entry fields in this agreement, including the electronic signature of the county judge. 2. A resolution from the county commissioners court acknowledging certain terms and conditions. 3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment & Suspension & include in lower-tier covered transactions. 			
Acknowledgement			
By signing this award agreement, the county agrees to comply with all terms and conditions in this Notice, including the attached HAVA Assurances.			
 Ruth R. Hughes Texas Secretary of State		05/15/2020 Todd Little County Judge	

Required County Match
Describe how the county will meet the required match.

Funding Purpose Areas
Describe how the county will use the funds outlined in this award to prevent, prepare for, and respond to coronavirus for the 2020 Federal election cycle.
Voting Processes: Additional costs for printing and mailing ballots, ballot tracking software, high speed scanners, letter opening equipment, registration list activities to improve the accuracy and currency of registrant addresses
Proposed Activities:

Staffing: Additional poll workers, election office staff diverted to pandemic response, temporary staff
Proposed Activities:

Security and Training: Pre- and post-election cleaning of polling places, staff and poll worker training on prevention processes
Proposed Activities:

Communication: Notifying public of voter registration requirements, ballot request options, precautions or voting procedures
Proposed Activities:

Supplies: Additional laptops, mobile IT equipment, cleaning supplies, personal protective equipment (PPE)
Proposed Activities:

SINGLE POINT OF CONTACT AND PAYMENT INFORMATION

Name _____

Title _____

Phone _____ Fax _____

Email _____

Address _____

Mail Code* _____

*Payments will be issued using the county vendor ID 17560009353 and a designated mail code. Please provide the three-digit mail code in the space provided above. If you are unsure of what mail code to use, please contact your county treasurer/auditor.

HAVA GRANT ASSURANCES

Resolution from the Governing Body

A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):

_____ Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between _____ County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

_____ Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

_____ Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

_____ Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

_____ Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, _____ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

State Voting System Certification

If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following:

1. Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements.
2. The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.

Financial Management Standards

The financial management system of the county must meet the following standards:

1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.
2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income.
3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

Procurement

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

Property Management

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

Records Retention

1. The county must maintain records for at least three years following the submission of the final expenditure report.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

Compliance Reviews

1. Compliance reviews include programmatic and financial auditing.
2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

Remedies for Noncompliance

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

1. Require the return of funds if disbursements have already been made.
2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.
3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
4. Disallow all or part of the cost of the activity or action that is not in compliance.
5. Impose administrative sanctions, other than fines, on the county.
6. Withhold further HAVA grant funds from the county.
7. Terminate the award agreement in whole or in part.
8. Exercise other remedies that may be legally available.

Collection of Amount Due

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withholding payments otherwise due to the county; or
3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Standard Federal Assurances

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The signing authority certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the signing authority, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signing authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The signing authority shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The signing authority certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

I. Provisions applicable to a recipient that is a private entity.

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity

1. Violates a prohibition in paragraph A of this award term; or
2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a) Associated with performance under this award; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".

II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—

A. Is determined to have violated an applicable prohibition of paragraph I.A of this award

B. term; or

C. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is—

1. Associated with performance under this award; or
2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.

III. Provisions applicable to any recipient.

A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.

B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us under this award.

C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.

IV. Definitions. For purposes of this award term:

A. "Employee" means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Private entity":
1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 2. Includes:
 - a) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- D. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

Coronavirus Relief Fund (CFR) Grant
 CARES ACT Sub grant
 (Project period March 1, 2020- December 30, 2020)

BLUF: Bottom Line Up Front

- Ellis County will receive \$3,460,930 (\$55 per capita) through the CFR grant.
 - 20% (\$692,186) will automatically be allocated to the County in the next few weeks.
 - To receive funds EXIBIT B needs to be completed. See attachments.
 - Email EXIBIT B to TDEM at CRF@TDEM.texas.gov
 - Remaining 80% (\$2,768,744) will be allotted after providing sufficient documentation of expense incurred.
- Emergency Management will submit a resolution to accept funds on next commissioner's court scheduled June 2nd.

Additional Details:

The state is now making funds (\$11.24 billion) available for eligible expenses to State jurisdictions. Of the \$11.24 billion, 45% of the total (\$5.06 billion) will be made to local governments. Counties below 500,000 population and the cities within them will receive \$1.85 billion. Distribution of funds is based on a calculation of \$55 per capita.

- The first allocation from the \$1.85 billion in local funds will be made available to cities and counties.
 - 20% of each jurisdiction's allocation will be available immediately upon certification to the State that grants terms will be followed.
 - Once jurisdictions provide documentation on the initial funding, they will then be able to access the remainder of their allocation on a reimbursement basis.
 - Unallocated funds will be reserved for local expenses as future outbreaks and long-term impacts of COVID-19 are better known.

The Texas Division of Emergency Management (TDEM) will manage the distribution of funds, review of the expenses and reimbursement. Initially, each eligible jurisdiction will receive an immediate distribution of 20% of the allocations listed below.

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
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Ellis County	184,826	62,926	\$3,460,930	\$692,186
Alma	400	400	\$22,000	\$4,400
Bardwell	723	723	\$39,765	\$7,953
Cedar Hill	559	559	\$30,745	\$6,149
Ennis	21,042	21,042	\$1,157,310	\$231,462
Ferris	2,820	2,820	\$155,100	\$31,020
Garrett	935	935	\$51,425	\$10,285
Glenn Heights	3,049	3,049	\$167,695	\$33,539
Grand Prairie	28	28	\$1,540	\$308
Italy	1,957	1,957	\$107,635	\$21,527
Mansfield	119	119	\$6,545	\$1,309
Maypearl	1,146	1,146	\$63,030	\$12,606
Midlothian	28,301	28,301	\$1,556,555	\$311,311
Milford	764	764	\$42,020	\$8,404
Oak Leaf	1,479	1,479	\$81,345	\$16,269
Palmer	2,234	2,234	\$122,870	\$24,574
Pecan Hill	689	689	\$37,895	\$7,579
Red Oak	13,153	13,153	\$723,415	\$144,683
Waxahachie	38,643	38,643	\$2,125,365	\$425,073
Ovilla	3,773	3,773	\$207,515	\$41,503
Venus	86	86	\$4,730	\$946
	121,900			

Note: Under Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act, these funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronaviruses Disease 2019 (COVID-19)
2. Were not accounted for in the budget most recently approved as March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible Expenses

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.

- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³

2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Audit:

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term retention value.

Inventory

A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.

B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- Example: Laptops purchased for telework.

C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

Financial Requirements

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective

measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____



CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS
TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or

11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

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

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, _14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____



STATE OF TEXAS

May 11, 2020

Dear County and City Leaders:

Thank you for your continued work to combat the coronavirus and address the ancillary effects of that fight in your communities. These are tremendously difficult times for all Texans. Please know that the elected representatives in your state government are working continuously to protect the health and safety of this state, mitigate the economic ramifications of COVID-19, and build a path towards recovery.

As you are keenly aware, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. President Trump signed the CARES Act into law and his administration continues to provide guidance on the numerous avenues of federal funding the legislation provides. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately \$11.24 billion from the United States Department of Treasury (Treasury) for direct coronavirus related expenses based on the funding formula provided in the CARES Act.

Consistent with the CARES Act, 45 percent of the total \$11.24 billion state allocation—approximately \$5.06 billion—will be made available to local governments. Of that \$5.06 billion, Treasury has directly sent just over \$3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately \$1.85 billion that the state can make available to the cities and counties in the rest of the state.

Counties below 500,000 population and the Cities within them

The 242 counties, and each of the cities within those counties, that did not receive direct allocations from Treasury are eligible to apply to the state for a per capita allocation from the \$1.85 billion. Cities with a population less than 500,000 located in counties with a population exceeding 500,000 are addressed later in this letter. County allocations will be calculated based on the population in the unincorporated areas of the county. We encourage cities and counties to work together to address expenses that cross jurisdictional lines.

The first allocation from the \$1.85 billion in local funds will be made available to these cities and counties on a \$55 per capita allotment. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed. Importantly, Treasury has provided strict guidelines for local governments to receive funds. Treasury affirmed that the State can transfer funds to local governments "provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act." Treasury has also instructed that "funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure." Also, all costs must be incurred before December 30, 2020, to qualify for funding.

Once jurisdictions provide documentation on the initial funding, they will then be able to access the remainder of their allocation on a reimbursement basis. The unallocated funds will be reserved for local expenses as future outbreaks and the long-term impacts of COVID-19 are better known.

Cities below 500,000 population within Counties exceeding 500,000 population

The direct Treasury disbursements to the 12 counties were calculated based on their population, less the total population inside cities larger than 500,000 that reside within those counties. In the same way that cities and counties across the rest of the state will be provided funding on a per capita basis, and are encouraged to work together to address expenses that cross jurisdictional lines, the 12 counties that received direct funding from Treasury based on the total number of residents in their counties (excluding those in the six largest cities) are expected to use their funds to address expenses incurred by incorporated areas with a population less than 500,000 that are located in those counties as well as the needs of residents in unincorporated areas of those counties. Each of the incorporated areas located in a county that received a direct allocation from Treasury should seek funding for COVID-19 expenses directly from that county.

How to Apply

The Texas Division of Emergency Management (TDEM) will administer the reimbursement process for the CRF. TDEM is partnering with Texas A&M AgriLife Extension to provide individual assistance to each of you throughout the process, and that work is already underway. All of the information to apply for the CRF, as well as guidance about eligible uses, can be found at the following website: www.tdem.texas.gov/crf. Questions can also be emailed to TDEM at CRF@tdem.texas.gov.

Thank you again for your work on behalf of your residents. All Texans expect government to work in a unified fashion to address this unprecedented situation, and we will continue to do so. We understand there will be numerous questions, and we are committed to working through them with you. In the meantime, please refer to the TDEM website for guidance.

Sincerely,



Governor Greg Abbott



Lt. Governor Dan Patrick



Speaker Dennis Bonnen



Senator Jane Nelson
Chair, Senate Finance Committee



Representative Giovanni Capriglione
Chair, House Appropriations Committee



Senator Juan Chuy Hinojosa
Vice-Chair, Senate Finance Committee



Representative Oscar Longoria
Vice-Chair, House Appropriations Committee

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contract tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.