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ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – OCTOBER 20, 2020

THE ELLIS COUNTY COMMISSIONERS COURT MET ON MONDAY, OCTOBER 20, 2020 AT 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 WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE: TODD LITTLE

COUNTY CLERK: KRystal VALDEZ

COMMISSIONERS:

- RANDY STINSON, COMMISSIONER, PCT. 1
- LANE GRAYSON, COMMISSIONER, PCT. 2
- PAUL PERRY, COMMISSIONER, PCT. 3
- KYLE BUTLER, COMMISSIONER, PCT. 4

OPENING COURT

COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE – *COMMISSIONER PAUL PERRY*

RECOGNITION:

- AA RECOGNITION OF COMMISSIONER KYLE BUTLER RECEIVING HIS COMMISSIONERS' COURT ADVANCED CURRICULUM CERTIFICATE OF ACHIEVEMENT FROM TAYLOR COUNTY COMMISSIONER CHUCK STATLER, 2019-20 PRESIDENT OF THE COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS.

CONSENT AGENDA:

MINUTE ORDER 419.20 APPROVING CONSENT AGENDA

ADMINISTRATIVE:

- A1 APPROVING OF REGULAR BILLS, PAYROLL, AND OFFICERS' REPORTS
- A2 APPROVING COMMISSIONERS' COURT SPECIAL MEETING MINUTES FROM OCTOBER 1, 2020 AND REGULAR MEETING MINUTES FROM OCTOBER 5, 2020. – *KRystal VALDEZ, COUNTY CLERK*
- A3 ACCEPTING A DONATION FROM NEW EARTHLOK OF CSP MATERIAL. – *RANDY STINSON, COMMISSIONER, ROAD & BRIDGE PRECINCT 1*

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- A4 AUTHORIZING PAYMENT 3 OF 4 TO TxDOT FOR THE ELLIS COUNTY PORTION OF LOOP 9 (ROW CSJ #2964-12-003) IN THE AMOUNT OF \$89,905.45. – *TED KANTOR, ENGINEERING*
- A5 AUTHORIZING PAYMENT 3 OF 4 TO TxDOT FOR THE ELLIS COUNTY PORTION OF LOOP 9 (ROW CSJ #2964-12-004) IN THE AMOUNT OF \$47,081.32. – *TED KANTOR, ENGINEERING*
- A6 AUTHORIZING THE PAYMENT OF FY2020-21 MEMBERSHIP DUES TO THE NORTH TEXAS COUNCIL OF GOVERNMENTS REGIONAL EMERGENCY PREPAREDNESS PROGRAM IN THE AMOUNT OF \$5,000.00, TO BE PAID OUT OF THE COMMUNITY SUPPORT LINE IN THE GENERAL FUND (001-0140-508660). – *TODD LITTLE, COUNTY JUDGE*
- A7 AUTHORIZING THE PAYMENT OF FY2020-21 MEMBERSHIP DUES TO NORTH TEXAS COUNCIL OF GOVERNMENTS REGIONAL PUBLIC WORKS PROGRAM IN THE AMOUNT OF \$1,500.00, TO BE PAID OUT OF THE COMMUNITY SUPPORT LINE IN THE GENERAL FUND (001-0140-508660). – *TODD LITTLE, COUNTY JUDGE*

FINANCIAL:

- F1 ACCEPTING THE TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM SEPTEMBER 29, 2020 – OCTOBER 9, 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *JANET MARTIN, AUDIT*
- F2 ACCEPTING OF \$86,424.00 FROM THE TECH AND CIVIC LIFE GRANT, PURSUANT TO LOCAL GOVERNMENT CODE §111.0106 . – *JANET MARTIN, AUDIT*
- F3 ACCEPTING THE JUSTICE OF THE PEACE PRECINCT 1 MONTHLY REPORT FOR SEPTEMBER 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *CHRIS MACON, JUSTICE OF THE PEACE PRECINCT 1*
- F4 ACCEPTING OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD) MONTHLY REPORT FOR AUGUST 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *KATHERINE KITCHENS, CSCD*
- F5 ACCEPTING OF THE DEPARTMENT OF DEVELOPMENT (DOD) MONTHLY REPORT FOR SEPTEMBER 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *ALBERTO MARES, DOD*
- F6 **FY2019-20 LINE ITEM ADJUSTMENT:** DECREASE 001-0015-508070 OPERATING EXP. BY \$260.00; INCREASE 001-0015-508060 OFFICIAL BOND/DUES BY \$260.00. – *CHUCK EDGE, SHERIFF*
- F7 **FY2019-20 LINE ITEM ADJUSTMENT:** DECREASE 001-0140-508020 MAINTENANCE/EQUIPMENT/REPAIRS BY \$7,252.87; INCREASE 001-0020-507020 REPAIRS BY \$7,252.87. – *TODD LITTLE, COUNTY JUDGE; KEITH ROBERTS, MAINTENANCE*
- F8 APPROVAL OF MASS GATHERING PERMIT APPLICATION REFUND TO WAXAHACHIE BOOSTER CLUB IN THE AMOUNT OF \$250.00. – *TODD LITTLE, COUNTY JUDGE*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

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DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 420.20 (1.1) APPROVING WATKINS ADDITION LOTS 2R AND LOT 3, A REPLAT OF WATKINS ADDITION LOT 2. THE PROPERTY CONTAINS ± 6.67 ACRES OF LAND IN THE A. DE LA GARZA SURVEY, ABSTRACT NO. 2, ± 1,600 FEET EAST OF THE INTERSECTION OF E. STATE HWY. 34 AND OLD TELICO ROAD, IN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF ENNIS, ROAD AND BRIDGE PRECINCT No. 2.

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

MINUTE ORDER 421.20 (1.2) APPROVING A REQUEST TO RELEASE THE MAINTENANCE BONDS AND ACCEPT INFRASTRUCTURE FOR BRYSON SPRINGS PHASE II. THE PROPERTY CONTAINS ± 88.609 ACRES OF LAND IN THE J.S. BERRY SURVEY ABSTRACT NO. 86, LOCATED AT THE SOUTHEAST INTERSECTION OF BRYSON LANE AND SPRINGER ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD & BRIDGE PRECINCT No. 4.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

MINUTE ORDER 422.20 (1.3) ESTABLISHING AND APPROVING THE "RULES FOR THE LOCATION AND OPERATION OF SLAUGHTERHOUSES WITHIN UNINCORPORATED ELLIS COUNTY."

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

PURCHASING

MINUTE ORDER 423.20 (2.1) APPROVING THE COUNTY JUDGE TO EXECUTE LEASE AGREEMENTS WITH AMERICAN NATIONAL LEASING FOR TWO (2) 2020 CHEVROLET TAHOES USED FOR POLICE PATROL. ONE WILL BE USED AS A SUPERVISOR PATROL VEHICLE AND THE OTHER WILL BE USED AS A STANDARD PATROL VEHICLE FOR THE SHERIFF'S DEPARTMENT. BOTH ARE THREE (3) YEAR LEASES. EQUIPMENT FOR ALL VEHICLES ARE FROM CAP FLEET.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

MINUTE ORDER 424.20 (2.2) APPROVING TO RENEW THE FOLLOWING CONTRACTS:

- A. 2019-003 EMULSIFIED ASPHALTS WITH CLEVELAND ASPHALT PRODUCTS, INC. FOR A ONE (1) YEAR PERIOD EFFECTIVE DECEMBER 19, 2020 TO DECEMBER 18, 2021.
- B. 2019-002 ROAD MATERIALS WITH ARCOSA AGGREGATES FOR A ONE (1) YEAR PERIOD EFFECTIVE JANUARY 2, 2021 TO JANUARY 1, 2022.

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

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MINUTE ORDER 425.20 (2.3) APPROVING THE COUNTY JUDGE TO EXECUTE CONSTRUCTION AGREEMENTS WITH NORTHRIDGE CONSTRUCTION GROUP, LLC REGARDING COURTROOM No. 6:

- A. STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR; \$670,000.00; AIA101-2017.
- B. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION; AIA201-2017.

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 426.20 (2.4) APPROVING OF AMENDMENT No. 1 TO THE FOOD SERVICE MANAGEMENT AGREEMENT.

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

ADMINISTRATIVE

To 3.3

NO ACTION (3.3) TEXAS A&M INTERPRETATION BY DR. DONALD KELM, DISTRICT EXTENSION ADMINISTRATOR. – *MARK ARNOLD, TEXAS A&M AGRILIFE EXTENSION OFFICE*

To 3.1

MINUTE ORDER 427.20 (3.1) APPROVING THE APPOINTMENT OF THE REVISED LISTING OF PRESIDING, ALTERNATE JUDGES, AND CENTRAL COUNTING STATION PERSONNEL FOR THE UPCOMING TWO-YEAR TERM (SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2022), AS SUBMITTED BY THE DEMOCRATIC AND REPUBLICAN PARTIES WITH THE ADDITION OF PETER PINON, FIRST UNITED METHODIST, BARDWELL. – *JANA ONYON, ELECTIONS*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

NO ACTION (3.2) PRESENTATION REGARDING THE ELLIS COUNTY MUSEUM. – *DAVID HUDGINS, ELLIS COUNTY MUSEUM*

To 3.4

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MINUTE ORDER 428.20 (3.4) AUTHORIZING THE COUNTY JUDGE TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ELLIS COUNTY AND INDIGENT HEALTHCARE SOLUTIONS, INTENDED TO DOCUMENT THAT BOTH PARTIES INTEND TO EXTEND FOR A PERIOD OF TWO (2) YEARS. – *TERRI KLEIN, INDIGENT HEALTH COORDINATOR*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 429.20 (3.5) APPROVING A RESOLUTION FOR THE FY2021 TEXAS INDIGENT DEFENSE FORMULA GRANT. – *TODD LITTLE, COUNTY JUDGE*

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

MINUTE ORDER 430.20 (3.6) AUTHORIZING THE ACCEPTANCE OF ENGINEERING COST PROPOSAL AND SCOPE OF WORK, AND ENTER INTO A CONTRACT WITH SCHAUMBURG & POLK, INC. FOR ROADWAY CONDITION ASSESSMENT AND ANALYSIS FOR ROAD AND BRIDGE PRECINCT 2. – *TED KANTOR, ENGINEERING*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 431.20 (3.7) AUTHORIZING THE COUNTY JUDGE TO SIGN “AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)” FOR THE ELLIS COUNTY PORTION OF FM 664 FROM WEST OF FERRIS ROAD TO IH 45 (RCSJ 1051-03-002). PAYMENT SCHEDULE FOR THE FUNDS SHALL BE:

1. \$82,580.02 ON OR BEFORE DECEMBER 1, 2020;
2. \$82,580.02 ON OR BEFORE DECEMBER 1, 2021;
3. \$82,580.03 ON OR BEFORE DECEMBER 1, 2022;
4. \$82,580.03 ON OR BEFORE DECEMBER 1, 2023;

- *TED KANTOR, ENGINEERING*

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 432.20 (3.8) AUTHORIZING THE COUNTY JUDGE TO SIGN “AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)” FOR THE ELLIS COUNTY PORTION OF FM 664 FROM IH 35 TO WEST OF FERRIS ROAD (RCSJ 1051-01-054). PAYMENT SCHEDULE FOR THE FUNDS SHALL BE:

1. \$65,239.80 ON OR BEFORE DECEMBER 1, 2020;
2. \$65,239.80 ON OR BEFORE DECEMBER 1, 2021;
3. \$65,239.80 ON OR BEFORE DECEMBER 1, 2022;

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4. \$65,239.80 ON OR BEFORE DECEMBER 1, 2023;
- TED KANTOR, ENGINEERING

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 433.20 (3.9) APPROVING A REQUEST FOR FUNDS TO BE TRANSFERRED FROM SHERIFF VACANT SALARY CONTINGENCY TO THE JAIL BUDGET (0015-505020). THE REQUESTED AMOUNT IS FOR TWO (2) STEP 1 DETENTION OFFICERS – \$84,000. THIS INCLUDES A REQUEST OF THE TRANSFER OF ALL PERTINENT FUNDS FOR INSURANCE, RETIREMENT, AND TAXES FOR THE TWO POSITIONS. - CHUCK EDGE, SHERIFF

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

MINUTE ORDER 434.20 (3.10) APPROVING A RESOLUTION ENCOURAGING THE STATE LEGISLATURE TO INCREASE PUBLIC PARTICIPATION IN SELECTION OF COUNTY TAX APPRAISAL BOARDS. - PAUL PERRY, COMMISSIONER, ROAD & BRIDGE PRECINCT 3

PUBLIC PARTICIPATION: RANDY BELLOMY - OVILLA

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

NO ACTION (3.11) AUDITOR INFORMED THE COMMISSIONERS' COURT OF CASH MISHANDLING BY AN EMPLOYEE IN THE TAX ASSESSOR COLLECTOR'S OFFICE. - JANET MARTIN, AUDIT

ADJOURNMENT **3:09 P.M.**

MOTION TO ADJOURN BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

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THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT OF OCTOBER 20, 2020
ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

PAUL PERRY, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER 2020.

KRYSTAL VALDEZ, COUNTY CLERK

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Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 20, 2020

To: Mike Jones
Ellis County Constable Pct #4

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Constable Pct #4 Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for the deposit made on September 1st:

- Treasurer's receipt amount balanced with the total of listed receipts.
- No missing receipts were noted for this deposit.
- No voided receipts were noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Constable Pct #4's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock
DeVonda Spurlock
Assistant Auditor – Cash Audits



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Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 19, 2020

To: Krystal Valdez
Ellis County Clerk

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of County Clerk Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office and the daily receipt reports to review the receipts for these dates. The following items were noted for deposits made on September 1st, 18th, 24th and 30th:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- Voided receipts were noted for the 18th that were reissued the same day, and the 30th deposit that were not reissued.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Clerk's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
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<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Meorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 19, 2020

To: Melanie Reed
Ellis County District Clerk

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of District Clerk's Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office and daily Auditor reports to review the receipts for these dates. The following items were noted for deposit made on September 1st:

- Treasurer's receipt amount balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for this deposit.
- No voided receipts were noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County District Clerk's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

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<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Meorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 19, 2020

To: Alberto Mares
Department of Development

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Department of Development Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for deposits made on September 1st and 18th:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- There was 1 voided receipt noted for these deposits that reissued the same day.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Department of Development are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
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<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Meorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 20, 2020

To: Jana Onyon
Ellis County Election Administrator

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Election Department Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for deposit made on September 18th and 30th:

- Treasurer's receipt amounts balanced with the total amount of listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Election Department are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock
DeVonda Spurlock
Assistant Auditor – Cash Audits



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Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 19, 2020

To: Tim Birdwell
Ellis County Fire Marshal

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Fire Marshal's Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office to review the Receipts for these dates. The following items were noted for the deposits made on September 18th:

- Treasurer's receipt amount balanced with the total of listed receipts.
- No missing receipts were noted for this deposit.
- There were 3 voided receipts noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Fire Marshal's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 19, 2020

To: Jackie Miller Jr.
Justice of the Peace Pct #2

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Justice of the Peace Pct #2 Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office and the Auditor's report to review the receipts for these dates. The following items were noted for deposit made on September 1st and 18th:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits are made in a timely manner to the Treasurer's office.

We conclude that receipts collected by the Justice of the Pct #2 are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



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Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 20, 2020

To: Steve Egan
Justice of the Peace Pct #4

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Justice of the Peace Pct #4 Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office and the Auditor's reports to review the Receipts for these dates. The following items were noted for deposits made on September 1st and 18th:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits are made in a timely manner to the Treasurer's office.

We conclude that receipts collected by the Justice of the Pct #4 are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



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Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 19, 2020

To: Carla Cates
Law Library

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Law Library Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for deposit made on September 1st and 18th:

- Treasurer's receipt amounts balanced with the total of listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Law Library are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



All

Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 20, 2020

To: Charles Edge
Ellis County Sheriff

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Sheriff's Office Revenue Receipts

During the month of September, our office has done a random audit of the cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for deposits made on September 1st:

- Treasurer's receipt amounts balanced with the total of listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposit was made 6 days from the earliest receipt date.

We recommend deposits be made no later than the 5th business day after the money is received as required by Local Government Code 113.022.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

A12

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 20, 2020

To: Charles Edge
Ellis County Sheriff

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Bail Bond Receipts

During the month of September our office has done a random audit of the bail bond cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office and the report sent to the Auditor's office to review the receipts for these dates. The following items were noted for deposits made on September 1st and 18th:

- Treasurer's receipt amounts balanced with the total of listed receipts.
- No missing receipts were noted for these deposits.
- Two voided receipts were noted on the deposit for the 18th. They were reissued the next day.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Sheriff's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

A13

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: October 20, 2020

To: Cheryl Chambers
Ellis County Treasurer

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Treasurer's Office Audit

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with your office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from your office to review the deposits for these dates. The following items were noted for deposits made for cash receipts on September 1st, 18th, 24th and 30th:

- Bank deposits match the receipt totals on Treasurer's cash receipt report.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Cash deposits were posted up to 3 days from receipt.
- Check deposits were posted same day.
- EFT receipts were made 1 to 9 days after received in bank.

We conclude that deposits for monies receipted by the Treasurer's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits

12

MONTHLY TREASURER REPORT

September 2020

FUND	FUND NAME	BEGINNING CASH BANK BALANCE	RECEIPTS	DISBURSEMENTS	INSURANCE JOURNAL ENTRIES	MISC. JOURNAL ENTRIES	MATURE/ (INVEST) INVESTMENTS	ENDING CASH BANK BALANCE
1	General	(1,597,878.67)	952,045.83	3,649,601.90			2,990,000.00	(1,305,434.74)
2	Road Improvement	88,760.53	620.41	0.00				89,380.94
3	Road & Bridge 1	(51,864.51)	50,456.98	95,143.76			110,000.00	13,448.71
4	Road & Bridge 2	(158,609.77)	68,519.35	74,633.85			175,000.00	10,275.71
5	Road & Bridge 3	(11,514.33)	50,456.93	95,995.57			60,000.00	2,947.01
6	Road & Bridge 4	(105,986.52)	71,163.61	101,613.08			150,000.00	13,564.01
9	FM #1	(68,285.33)	31,975.21	88,542.39			130,000.00	5,147.41
10	FM #2	(94,606.70)	2,811.40	89,802.48			200,000.00	18,402.21
11	FM #3	(14,862.16)	2,810.85	128,357.61			145,000.00	4,591.01
12	FM #4	81,342.96	142,922.55	365,104.89			285,000.00	144,160.61
13	Lateral Road	312,148.87	0.00	0.00				312,148.87
14	County & District Court Tech	35,633.51	192.00	0.00				35,825.51
15	Justice Court Tech	13,132.18	2,249.09	0.00				15,381.27
16	DC Archives Records Mgmt	22,635.92	1,410.00	0.00				24,045.92
17	Jury	25,049.20	971.84	1,080.00				24,941.04
18	Permanent Improvements	39,076.63	4,393.05	368.00				43,101.68
19	Law Library	25,064.94	10,577.50	17,079.70				18,562.74
20	Trust & Agency	1,114,893.31	631,107.03	654,046.38			(484,890.00)	607,063.96
21	Records Management	192,165.67	49,575.00	9,667.67			(190,000.00)	42,073.00
22	CC Archives Records Mgmt	182,787.85	49,300.00	0.00				232,087.85
23	ROW Available	551.04	0.00	0.00				551.04
24	Fire Marshall Special Fund	139,065.99	2,525.00	1,480.24				140,110.75
25	Right of Way 2008	(0.00)	0.00	0.00				(0.00)
26	District Court Records Tech	36,235.00	2,755.00	0.00				38,990.00
27	Road District #1	0.00	0.00	0.00				0.00
28	Road District #5	0.00	0.00	0.00				0.00
29	Road District #16	0.00	0.00	0.00				0.00
30	DA Check Processing	(3,548.61)	60.43	1,646.39			5,500.00	365.41
31	DA Drug Forfeiture	7,518.79	531.77	2,794.10				5,256.46
32	General Records Mgmt/Pres	37,930.24	5,675.00	0.00			151,000.00	194,605.24
33	Courthouse Security	56,689.24	9,730.77	0.00				66,420.01
34	Court Rec. Preservation 51.7	106,839.50	770.00	0.00				107,609.50

F3



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2021 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505600	Comp/Fringe Liability	\$ 358.00
	TOTAL:	\$ 358.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-505030	Certification Pay	\$ 300.00
001-0612-505530	Social Security	\$ 23.00
001-0612-505540	Retirement	\$ 35.00
	TOTAL:	\$ 358.00


10/21/2020
Constable Pct. 2

Signature Date Department

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

APPROVED THIS _____ DAY OF _____, _____

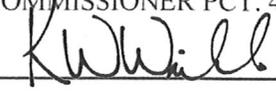
_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 



F5

RECEIVED

OCT 27 2020

COUNTY JUDGE

ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR 2020

Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will INCREASE/ DECREASE the 2020 Budget

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 001-0135-409610, Coronavirus Relief Fund, \$ 692,186.00. Row 2: TOTAL: \$ 692,186.00

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Rows: 001-0135-505020 (Shelter Staff Costs, \$ 300.00), 001-0135-507240 (Leases, \$ 8,500.00), 001-0135-508010 (Supplies, \$ 200,000.00), 001-0135-508020 (Equipment, \$ 220,000.00), 001-0135-508680 (Contract Services, \$ 100,000.00), 001-0140-505580 (Contingencies/Reserve, \$ 163,386.00). Row 2: TOTAL: \$ 692,186.00

Signature: [Handwritten Signature]

Date: 10.27.20

Department: COVID 19/Non Dept

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT 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: _____



FS

Ellis County Treasurer
Cheryl Chambers
109 S Jackson Street
Waxahachie TX 75165
Phone: (972) 825-5127

Official Receipt
Receipt Number: R2020-01687
Receipt Date 07/23/2020

Received From: TEXAS COMPTROLLER - TX DIV OF EM MGMT

Comments: 7.22.2020 CORONAVIRUS RELIEF FUNDS

Description	Account #	Amount
TEXAS COMPTROLLER - MISC		\$692,186.00
CORONAVIRUS RELIEF FUND	001-0135-409610	692186.00

EFT	\$692,186.00	Total Amount	\$692,186.00
		Total paid	\$692,186.00
		Change	\$0.00

Issued By: LHartley *LH* **Batch:** B07232020-00143

FS

- A6 APPROVING TO REPAIR THE FOLLOWING STREETS FOR THE CITY OF MAYPEARL UNDER INTERLOCAL AGREEMENT. PHILLIPS (\$13,912), MESQUITE (\$3,600), ELI (\$4,440), PANTHER (\$2,500), AND MLK JR. (\$10,800). – PAUL PERRY, COMMISSIONER, ROAD & BRIDGE PRECINCT 3
- A7 ACCEPTING THE MONTHLY REPORTS FOR TEXAS A&M AGRILIFE COUNTY AGENTS. – MARK ARNOLD, TEXAS A&M AGRILIFE EXTENSIONS OFFICE

FINANCIAL:

- F1 ACCEPTING THE TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM JULY 8, 2020 – JULY 20, 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – JANET MARTIN, AUDIT
- F2 ACCEPTING THE COUNTY AUDITOR’S MONTHLY REPORT FOR JUNE 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.025. – JANET MARTIN, AUDIT
- F3 ACCEPTING THE FIRE MARSHAL’S MONTHLY FINANCIAL REPORT FOR JUNE 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – TIM BIRDWELL, FIRE MARSHAL
- F4 ACCEPTING THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD) MONTHLY FINANCIAL REPORT FOR JUNE 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – KATHERINE KITCHENS, CSCD
- F5 ACCEPTING THE JUSTICE OF THE PEACE PRECINCT 1 MONTHLY FINANCIAL REPORT FOR JUNE 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – CHRIS MACON, JUSTICE OF THE PEACE PRECINCT 1
- F6 ACCEPTING THE DEPARTMENT OF DEVELOPMENT (DOD) MONTHLY FINANCIAL REPORT FOR JUNE 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – ALBERTO MARES, DOD

F7 ACCEPTING \$692,186.00 FROM THE CORONAVIRUS RELIEF FUND PER LOCAL GOVERNMENT CODE §111.0106. – JANET MARTIN, AUDIT

- F8 **FY2019-20 LINE ITEM ADJUSTMENT:** DECREASE 001-0010-508240 COLLISION REPAIR BY \$4,042.23; INCREASE 001-0010-508100 AUTO TIRES BY \$3,000.00; INCREASE 001-0010-508890 TRANSPORT EXPENSE BY \$1,042.23. – CHUCK EDGE, SHERIFF
- F9 **FY2019-20 LINE ITEM ADJUSTMENT:** DECREASE 001-0060-507030 TELEPHONE BY \$400.00; DECREASE 001-0060-508730 OFFICE EQUIPMENT MAINT. RPS. BY \$400.00; DECREASE 001-0060-50880 COMPUTER SOFTWARE BY \$5,000.00; INCREASE 001-0060-508020 EQUIPMENT BY \$800.00; INCREASE 001-0060-508190 COMPUTER BY \$5,000.00. – ALBERTO MARES, DOD
- F10 **FY2019-20 LINE ITEM ADJUSTMENT:** DECREASE 001-0320-508060 OFFICIAL BOND/DUES BY \$2,800.00; INCREASE 001-0320-508730 MAINT. RPS. OFFC. EQUIP. BY \$2,800.00. – KRYSTAL VALDEZ, COUNTY CLERK

F6

Trial Balance for Ellis County

From 10/10/2020 To 10/26/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	31,908,118.10	1,048,660.31	(2,555,337.51)	30,401,440.90
2	ROAD IMPROVEMENT FUND	1,007,800.24	327.51	-	1,008,127.75
3	ROAD/BRIDGE PCT. 1	1,771,482.16	32,017.32	(86,746.72)	1,716,752.76
4	ROAD/BRIDGE PCT. 2	1,368,464.45	56,036.60	(51,545.50)	1,372,955.55
5	ROAD/BRIDGE PCT. 3	1,005,821.74	61,826.35	(82,198.77)	985,449.32
6	ROAD/BRIDGE PCT. 4	1,187,925.86	53,212.05	(54,779.43)	1,186,358.48
7	ADULT PROBATION	1,252,786.29	24,428.60	(95,837.81)	1,181,377.08
8	JUVENILE PROBATION	1,009,257.44	14,719.73	(162,268.10)	861,709.07
9	F/M PCT. 1	1,797,741.75	17,009.34	(227,580.00)	1,587,171.09
10	F/M PCT. 2	511,102.27	16,515.34	(119,027.31)	408,590.30
11	F/M PCT. 3	1,118,654.67	28,043.54	(201,370.78)	945,327.43
12	F/M PCT. 4	1,143,412.35	16,515.33	(24,376.47)	1,135,551.21
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,914.51	36.00	-	35,950.51
15	JUSTICE COURT TECHNOLOGY FUND	159,219.94	1,257.38	-	160,477.32
16	DC ARCHIVES RECORDS MANAGEMENT	153,649.47	625.00	-	154,274.47
17	JURY	182,860.99	554.38	-	183,415.37
18	PERMANENT IMPROVEMENT	2,624,021.58	2,481.13	(368.00)	2,626,134.71
19	LAW LIBRARY	17,223.92	5,462.31	(6,385.17)	16,301.06
20	TRUST AND AGENCY FUND	1,521,098.24	109,540.50	(12,420.00)	1,618,218.74
21	RECORDS MANAGEMENT	1,302,915.40	21,145.00	(9,588.00)	1,314,472.40
22	CC ARCHIVES RECORDS MANAGEMENT	2,495,892.17	20,980.00	(43,782.45)	2,473,089.72
23	ROW AVAILABLE	133,873.45	-	-	133,873.45
24	FIRE MARSHAL SPECIAL FUND	123,708.89	4,180.97	(683.01)	127,206.85
26	DISTRICT COURT RECORDS TECH	194,600.48	1,240.00	-	195,840.48
27	ROAD DISTRICT #1	1,274,309.12	-	-	1,274,309.12
28	ROAD DISTRICT #5	71,737.78	-	-	71,737.78
29	ROAD DISTRICT #16	197,553.37	-	-	197,553.37
30	CHECK PROCESSING FEE AC	173,011.75	230.10	(1,175.80)	172,066.05
31	DRUG FORFEITURE FUND	136,217.18	139.94	-	136,357.12
32	GEN RECORD MANAGE/PRESE	522,815.20	2,094.00	-	524,909.20
33	COURTHOUSE SECURITY FUN	137,610.63	4,409.96	-	142,020.59
34	COURT REC. PRESERVATION 51.708	107,819.50	370.00	-	108,189.50
36	ELECTIONS ADMIN FEES	25,034.44	3,096.00	-	28,130.44
38	SERIES 07 INTEREST & SINKING	67,406.57	6,693.11	-	74,099.68
40	SERIES 07 BOND PROJECT	4,930,872.69	-	-	4,930,872.69
42	SHERIFF FEDERAL DRUG FORFEITURE	327,877.08	2,900.00	-	330,777.08
45	ELLIS CO COMM CORRECTIONS	66,740.95	3,648.71	(14,102.30)	56,287.36
46	SHERIFF SEIZURE FUND	328,555.49	-	-	328,555.49
47	SHERIFF DRUG FORFEITURE	17,606.33	57,409.91	-	75,016.24
48	DISTRICT ATTY DRUG SEIZ	169,306.12	122,465.00	(349.85)	291,421.27
50	CIVIL SUPERVISION FEES	99,223.20	301.85	(1,966.21)	97,558.84
56	CONSTABLE PCT #2 FORFEITURE	173.60	-	-	173.60
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
58	CONSTABLE PCT #4 FORFEITURE	-	550.00	-	550.00
61	TRUANCY & PREVENTION	10,041.83	1,302.64	-	11,344.47
65	CSCD HIGH RISK CASELOAD	11,566.01	778.45	(3,190.95)	9,153.51
72	ELLIS COUNTY LEVEE #2	405,186.10	-	-	405,186.10
73	ELLIS COUNTY LEVEE #3	272,411.36	-	-	272,411.36
74	ELLIS COUNTY LEVEE #4	7,633.89	-	-	7,633.89
		63,700,586.70	1,743,204.36	(3,755,080.14)	61,688,710.92



AGENDA ITEM NO. 1.1

Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Addy Acres Final Plat
Parcel ID No. 208960

LEGAL CAPTION:

Consideration and action of a final plat of Addy Acres. The property contains ± 13.458 acres of land in the Asencion Gonsaba Survey, Abstract No. 381, located at the intersection of Central High Road and FM 1183, in the extra-territorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.



APPLICANT:

Andrew Webster



PURPOSE:

The applicant is requesting to subdivide this property to create nine (9) lots for residential use off an existing county road.



HISTORY:

The Commissioners' Court approved a road frontage variance for Lot 9 on November 20, 2018 (Minute Order No. 474.18). No other history exists for this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right of way dedication of 30 feet of right way for Central High Road, satisfying the County's requirement.

Water Provider:

Rice WSC has confirmed availability of service via a 10-inch line along FM 1183.



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, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



DEPARTMENT OF DEVELOPMENT
Ellis County

1.1

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



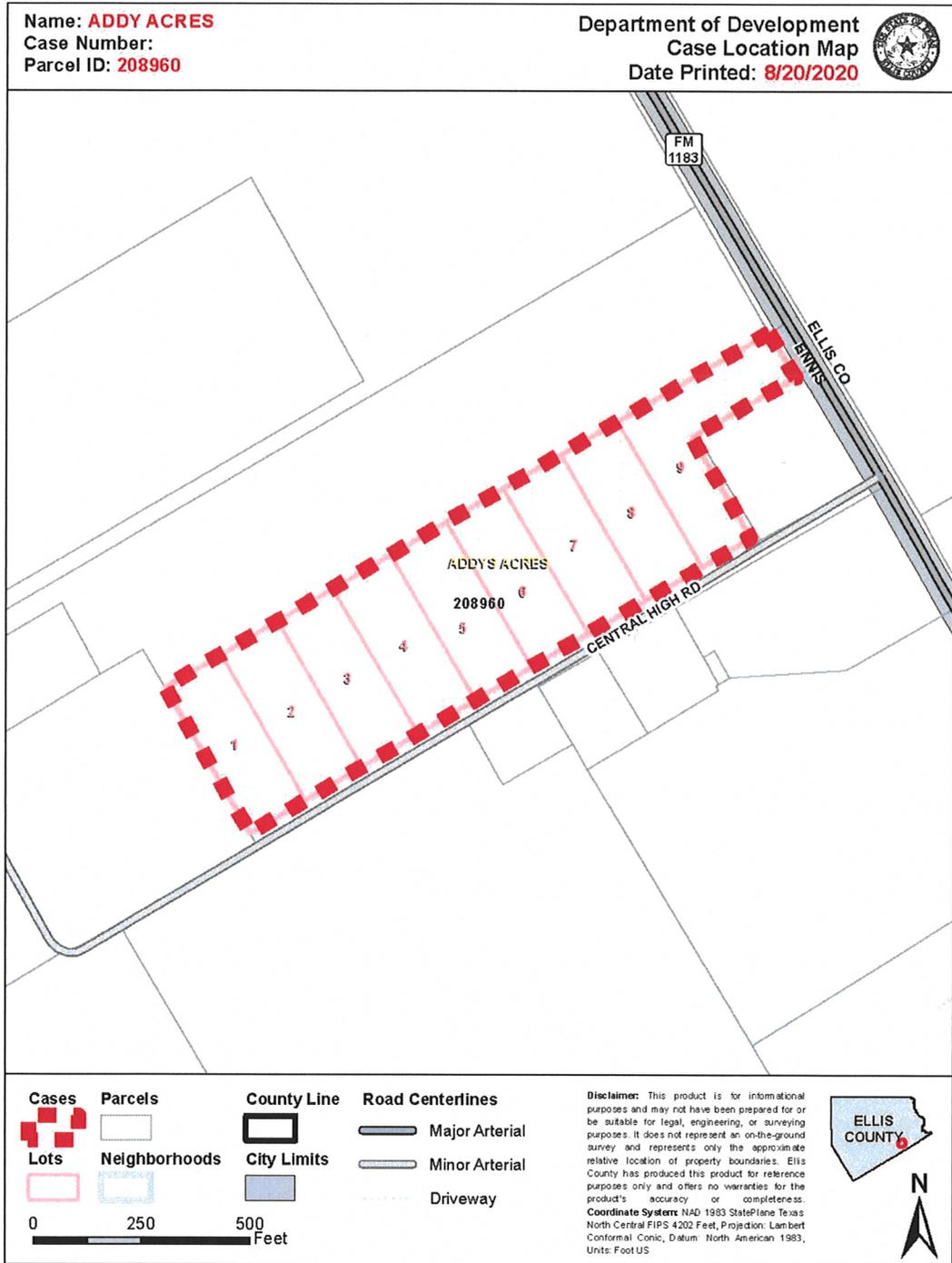
APPROVED AND PRESENTED BY:

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



1.1

ATTACHMENT NO. 1 – Location Map



96 596574 32 272943 Author: rebecca charles GIS@co.ellis.tx.us Date Printed: 8/20/2020 G:\GIS\MapTemplates\Ellis County Layouts\11 DOD\100 Case Location.mxd



1.2

AGENDA ITEM NO. 1.2

Ellis County Commissioners Court
November 3, 2020



SHORT TITLE:

Lot Size Variance for Parcel ID No. 197072, proposed as Alexander Estate.

LEGAL CAPTION:

Consider & act upon a request to grant a one-time variance for property located at (Parcel No. 197072) from Section IV (B)(2) (Residential Lots) of the Subdivision Development Standards to allow one (1) lot without meeting the minimum lot size requirement. The property contains ± .964 acres of land in the J.S. Berry Survey, Abstract No. 86, located at the intersection of Gerry Lane (a private road) and FM 664, in the extra-territorial jurisdiction (ETJ) of the City of Ovilla, Road & Bridge Precinct No. 4.



APPLICANT(S):

Joseph & Amy Alexander



PURPOSE:

The Alexanders are requesting to plat their property into one (1) legal lot of record: However, due to the right of way dedication required for FM 664, it causes the additional proposed lot to fall ± .036 acres (±1,569 square feet) short of the minimum one acre requirement for residential lots. This dedication meets TxDOT's requirements. Before proceeding with platting, approval of a variance to the minimum lot size requirement is required.



HISTORY:

There is no previous subdivision history on this property. Access to this property will be from an existing driveway on Gerry Lane (a private road.) There is a final plat (Agenda Item No. 1.3) on this agenda. Should this variance request be denied, staff will recommend disapproval of the plat.



OTHER RELEVANT INFORMATION:

Section VIII (B) outlines the criteria below for granting relief from the rules and regulations.

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,
3. That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.



1.2

5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Staff sent out eleven (11) notices via regular mail on October 23, 2020 to satisfy this requirement.



ANALYSIS:

Although the applicant has the overall minimum amount of road frontage required for each lot, the applicant is unable to obtain the minimum amount of acreage required due to the right-of-way dedication requirement for FM 664. Staff supports this variance request as it believes it meets the criteria for granting a variance.



RECOMMENDATION:

Staff recommends **approval** of this variance to Section IV (B) (2) (Lots) of the Subdivision & Development Standards, subject to the following conditions:

- 1) The applicant submits a plat that is identical to the variance exhibit.
- 2) This property will not further subdivide unless it meets the requirements.



ATTACHMENTS:

1. Location Map
2. Applicant's Written Request for Variance
3. Variance Exhibit
4. Draft Order



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



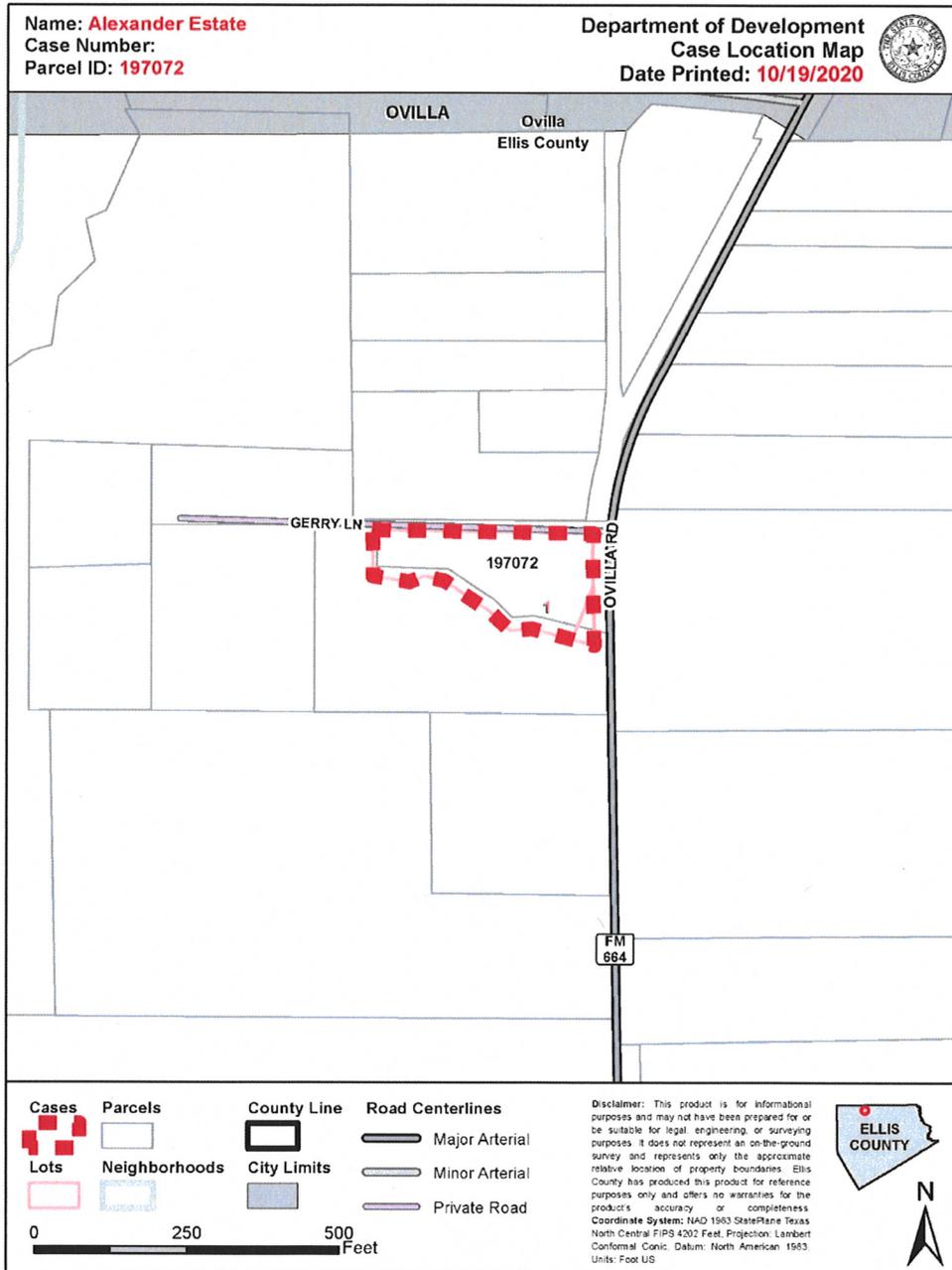
APPROVED AND PRESENTED BY:

Alberto Mares, AICP, D.R., CPM
Director of Planning & Development



1.2

ATTACHMENT NO. 1 – LOCATION MAP



98.891639 32.515316 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 10/19/2020 G:\GIS\Wsp\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd



DEPARTMENT OF DEVELOPMENT
Ellis County

1.2

✉: dod@co.ellis.tx.us
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ATTACHMENT NO. 2 – LETTER OF REQUEST FROM APPLICANT

October 1, 2020

Ellis County Commissioner's Court
109 S Jackson Street
Waxahachie, Texas 75165

Dear: ECC Court,

Please grant a variance for J.S. Berry Survey Abstract No. 86 for Lot 1 Block 1 per preliminary plat attached to this variance application to meet the one acre minimum required. The property is currently one acre.

When we are required by the County to dedicate with right-of-way dedication .036 as part of the platting process, the parcel legal description dropped to .964 acre which is below the county minimum.

Thank you,

Joseph Alexander
Amy Alexander

Joseph Alexander
Amy Alexander
Kona Ice Lake Arlington



1.2

ATTACHMENT NO. 4 – DRAFT ORDER

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this the 3rd day of November 2020, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION IV (B) (2) (LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS, TO ALLOW ONE (1) LOT WITHOUT MEETING THE LOT SIZE REQUIREMENT. THE PROPERTY CONTAINS ± .964 ACRES OF LAND IN THE J.S. BERRY SURVEY, ABSTRACT NO. 86, LOCATED AT THE INTERSECTION OF GERRY LANE (A PRIVATE ROAD) AND FM 664, IN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF OVILLA, ROAD & BRIDGE PRECINCT NO. 4., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners’ Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY TEXAS, THAT:

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely



**DEPARTMENT OF DEVELOPMENT
Ellis County**

1.2

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on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL.

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the road frontage requirement, subject to the following conditions:

- 1) The applicant submits a plat that is identical to the variance exhibit.
- 2) This property will not further subdivide unless it meets the requirements.

SECTION 3. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

SECTION 4. SEVERABILITY CLAUSE

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 3RD DAY OF NOVEMBER, 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

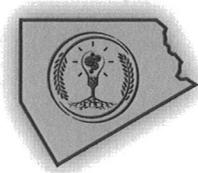


1.2

EXHIBIT A – LOCATION MAP



-98.891639 32.515316 Author: rebecca charles GIS@co.ellis.tx.us Date Printed: 10/19/2020 G:\GIS\Waps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd



1.3

AGENDA ITEM NO. 1.3
Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Alexander Estate Final Plat
Parcel ID No. 197072

LEGAL CAPTION:

Consideration and action of a plat of Alexander Estate. The property contains ± .964 acres of land in the J.S. Berry Survey, Abstract No. 86, located at the intersection of Gerry Lane (a private road) and FM 664, in the extra-territorial jurisdiction (ETJ) of the City of Ovilla, Road & Bridge Precinct No. 4.



APPLICANT:

Joseph and Amy Alexander



PURPOSE:

The applicant is requesting to subdivide this property to create one legal lot of record.



HISTORY:

A lot size variance for this plat has been submitted for consideration and approval (see Agenda Item No. 1.2.) No other history exists for this property. Access to this property will be from Gerry Lane (a private road.)



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right of way dedication of 35 feet (±.036 acres) of right way for FM 664, satisfying the County's requirement.

Water Provider:

Sardis Lone Elm WSC has confirmed availability of service via a 2 inch and 6 inch line along FM 664.



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, contingent upon approval of the lot size variance request.



DEPARTMENT OF DEVELOPMENT
Ellis County

1.3

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: co.ellis.tx.us/dod



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



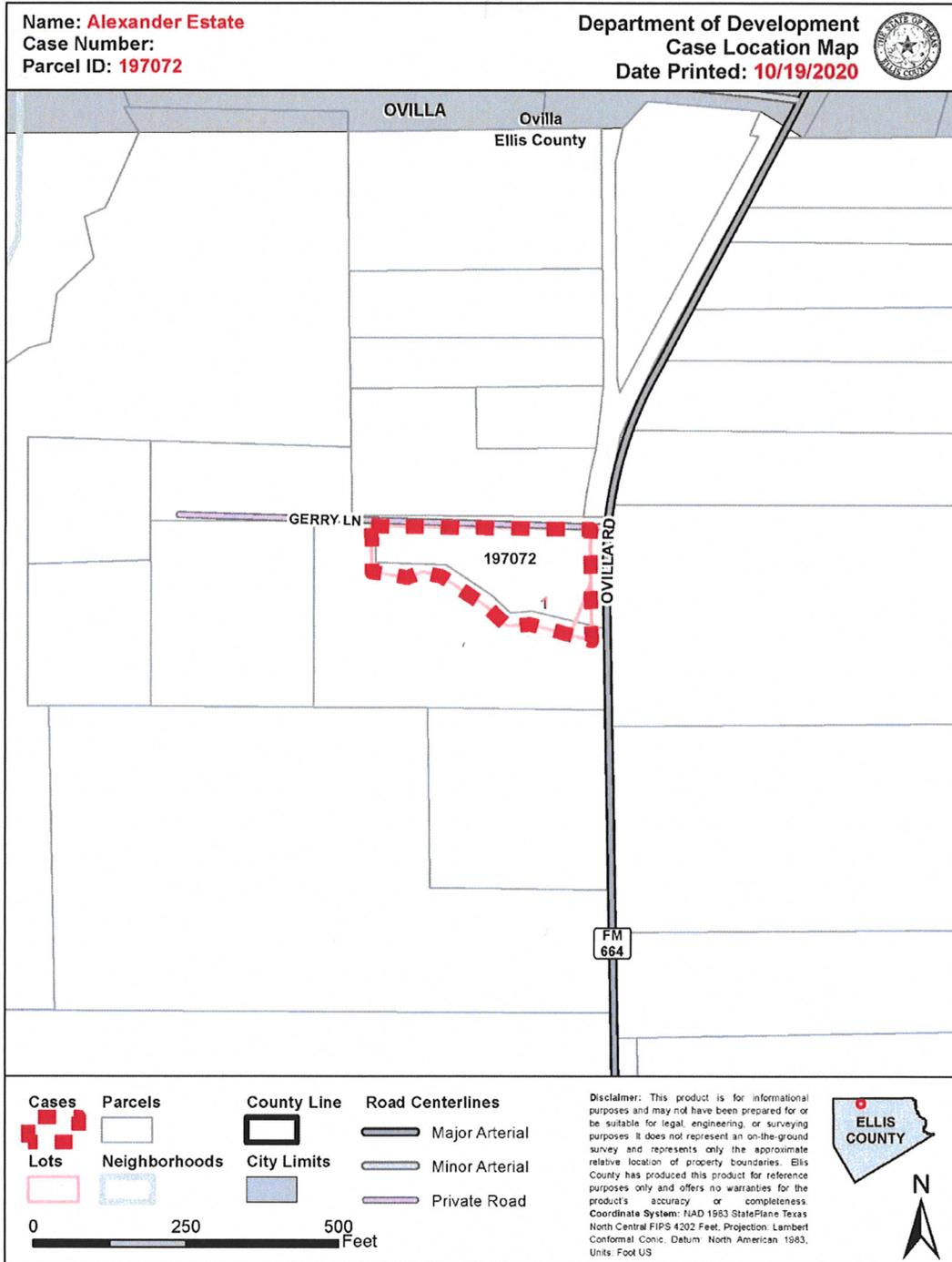
APPROVED AND PRESENTED BY:

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



1.3

ATTACHMENT NO. 1 – Location Map



-66.891639 32.515316 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 10/19/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\11 Case Location.mxd



1.4

AGENDA ITEM NO. 1.4

Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

DVD Estates Plat
Parcel ID No. 275526

LEGAL CAPTION:

Consideration and action of a plat of DVD Estates. The property contains ± 6.176 acres of land in the BBB & CRR Survey, Abstract No. 175, and the B. Wilson Survey, Abstract No. 1141 located on the north side of Youngblood Road, ± 2,450 feet west of FM 878, in the extra-territorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT:

Robert and Denisse Martinez



PURPOSE:

The applicant is requesting to subdivide this property to create one legal lot of record off an existing county road.



HISTORY:

No other history exists for this property. The City of Waxahachie approved this plat on October 13, 2020.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Youngblood Road is classified as an existing minor arterial road. This plat shows a right of way dedication of 40 feet of right way for Youngblood Road, satisfying the County's requirement.

Water Provider:

Rockett WSC has confirmed availability of service via a 6-inch line.



ATTACHMENTS:

- 1. Plat



RECOMMENDATION:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

1.4

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PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



1.5

AGENDA ITEM NO. 1.5

Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Kemp Estates
Parcel ID No. 178656

LEGAL CAPTION:

Consideration and action of a plat of Kemp Estates. The property contains ± 10.315 acres of land in the R. De La Pena Survey, Abstract No. 3, located on the south east side of Hampel Road, ± 7,750 feet east of I-45 in Palmer, Road & Bridge Precinct No. 1.



APPLICANT:

Vanessa Kemp



PURPOSE:

The applicant is requesting to subdivide this property to create four (4) legal lots of record for residential use off an existing county road.



HISTORY:

No other history exists for this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right of way dedication of 30 feet of right way for Hampel Road, satisfying the County's requirement.

Water Provider:

Rockett WSC has confirmed availability of service via a 8-inch line along Hampel 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, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



DEPARTMENT OF DEVELOPMENT
Ellis County

1.5

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



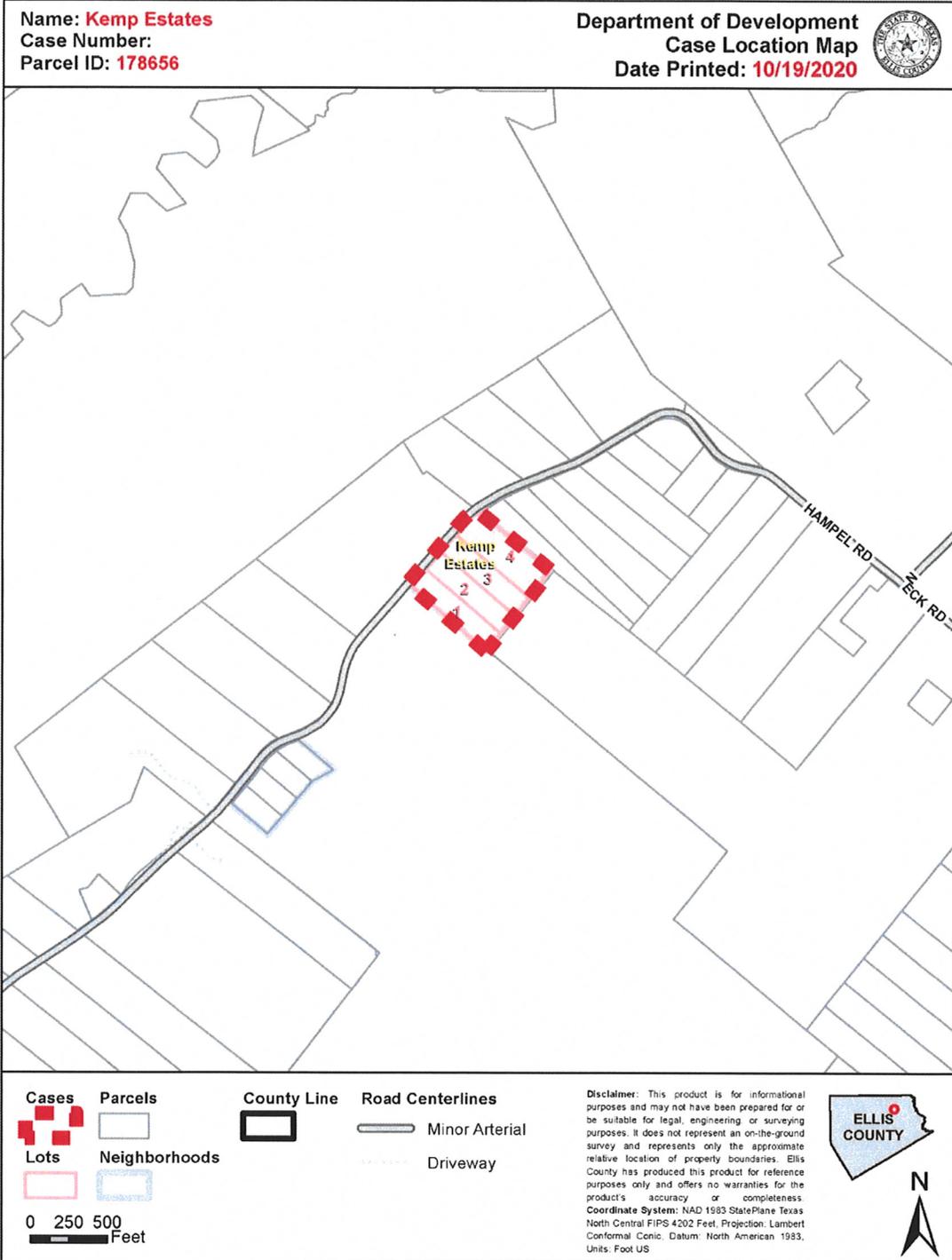
APPROVED AND PRESENTED BY:

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



1.5

ATTACHMENT NO. 1 – Location Map





1.6

AGENDA ITEM NO. 1.6
Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Miller Estates
Parcel ID No. 194165

LEGAL CAPTION:

Consideration and action of a plat of Miller Estates. The property contains ±1.710 acres of land in the W. Ferrell Survey, Abstract No. 348, and the J. Fifer Survey, Abstract No. 352, located on the west side of S. Oak Branch Road, ± 300 feet south of Hidden Hills Blvd., in the extra-territorial jurisdiction (ETJ) of the City of Maypearl, Road & Bridge Precinct No. 3.



APPLICANT:

Russell and Louann Miller



PURPOSE:

The applicant are requesting to subdivide this property to create one (1) legal lot of record for residential use off an existing county road.



HISTORY:

No other history exists for this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right of way dedication of 30 feet of right way for S. Oak Branch Road, satisfying the County's requirement.

Water Provider:

Buena-Vista Bethel WSC has confirmed availability of service via a 4-inch line along S. Oak Branch 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, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

1.6

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PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



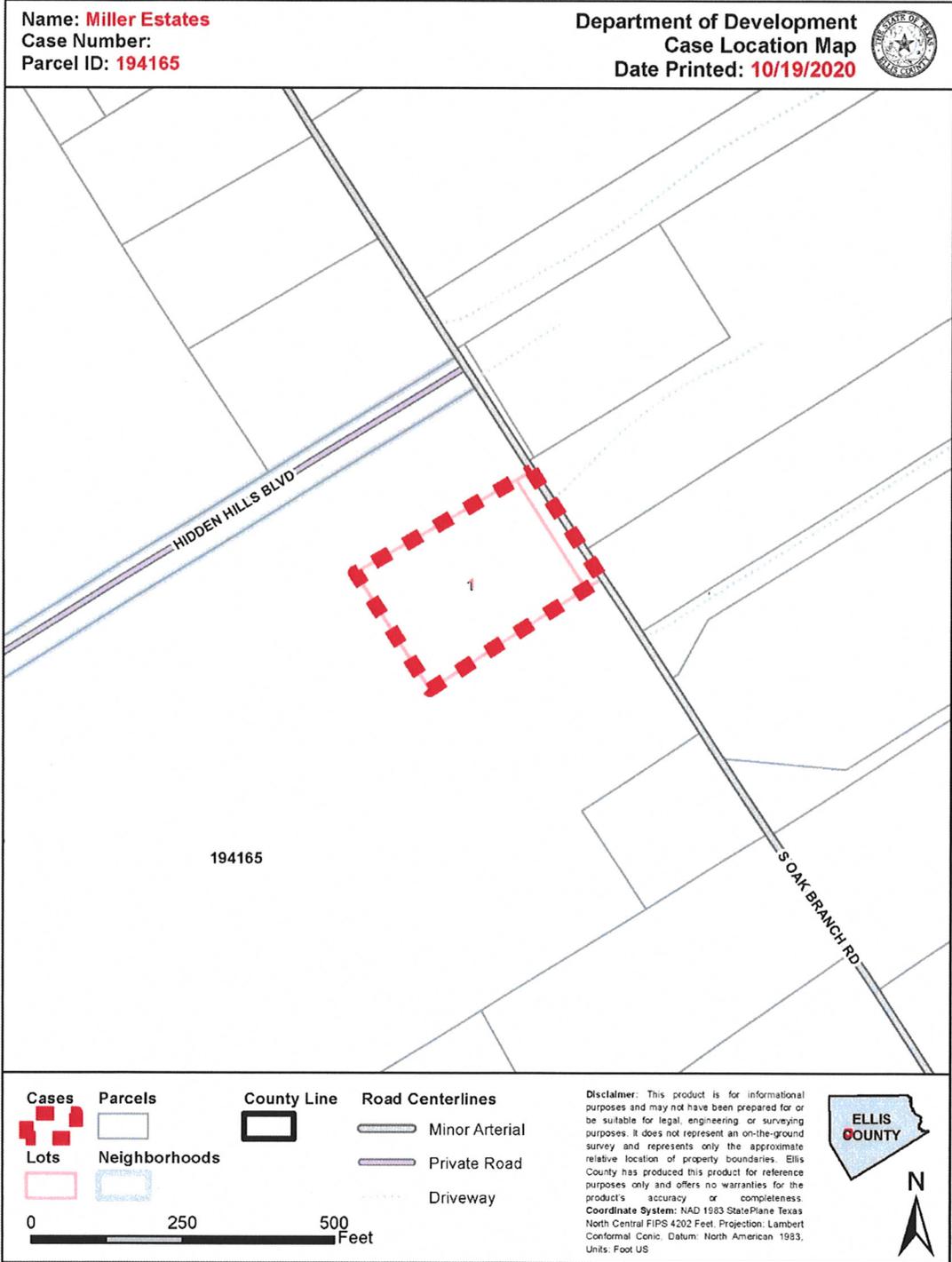
APPROVED AND PRESENTED BY:

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



1.6

ATTACHMENT NO. 1 – Location Map



-96.957109 32.326673 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 10/19/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\11 Case Location.mxd



1.7

AGENDA ITEM NO. 1.7
Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Nowels Addition
Parcel ID No. 225711

LEGAL CAPTION:

Consideration and action of a plat of Nowels Addition. The property contains ± 3.594 acres of land in the W. Brown Survey, Abstract No. 176, located ± 2, 750 feet south of the intersection of Longbranch Road and Black Champ Road , in the extra-territorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

Chris and Heather Nowels



PURPOSE:

The applicant are requesting to subdivide this property to create three (3) legal lots of record for residential use off an existing county road.



HISTORY:

No other history exists for this property. The City of Waxahachie approved this plat at their meeting on October 27, 2020.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right of way dedication of 30 feet of right way for Black Champ Road, satisfying the County's requirement.

Water Provider:

Sardis Lone Elm WSC has confirmed availability of service for this subdivision via a 6-inch line.



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, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



DEPARTMENT OF DEVELOPMENT
Ellis County

1.1

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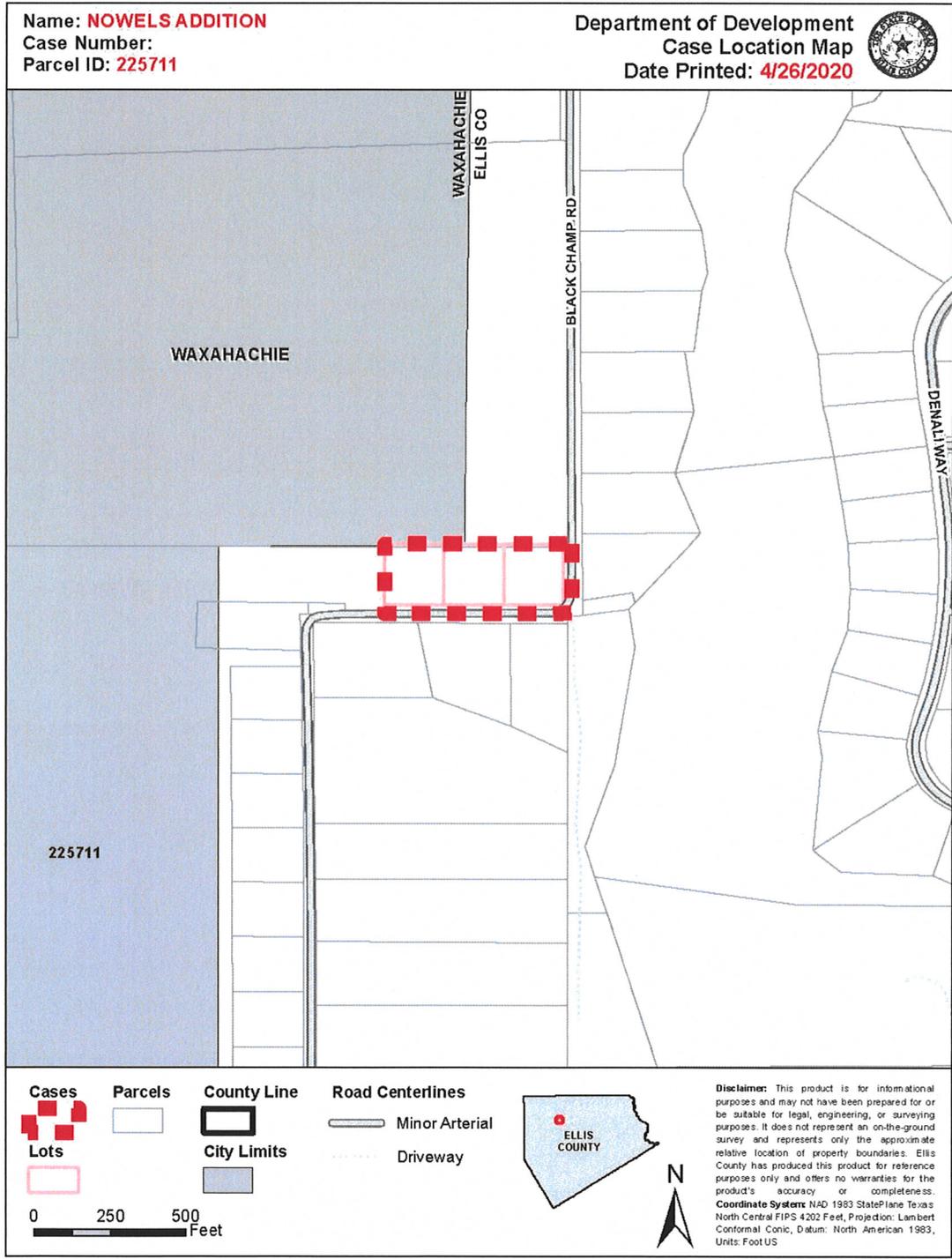
APPROVED AND PRESENTED BY:

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



1.1

ATTACHMENT NO. 1 – Location Map



96.900359 32.442045 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/26/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\00D Case Location.mxd



1.8

AGENDA ITEM NO. 1.8

Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Singleton Estates
Parcel ID No. 185317

LEGAL CAPTION:

Consideration and action of a plat of Singleton Estates. The property contains ± 6.968 acres of land in the H. Harris Survey, Abstract No. 480, located on the west side of Bud Run Road, ± 1,945 feet north of the intersection of Holder and Bud Run Road, Forreston, Road & Bridge Precinct No. 3.



APPLICANT:

John and Kelly Singleton



PURPOSE:

The applicant are requesting to subdivide this property to create one (1) legal lot of record for residential use off an existing county road.



HISTORY:

No other history exists for this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right of way dedication of 30 feet of right way for Bud Run Road, satisfying the County's requirement.

Water Provider:

Nash Forreston WSC has confirmed availability of service via a 4-inch line along Bud Run 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, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



DEPARTMENT OF DEVELOPMENT
Ellis County

1.8

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APPROVED AND PRESENTED BY:

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



1.8

ATTACHMENT NO. 1 – Location Map



-96.846713 32.258923 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 10/19/2020 G:\GIS\Map\Templates\Ellis County Layouts\11 DOD\11 Case Location.mxd

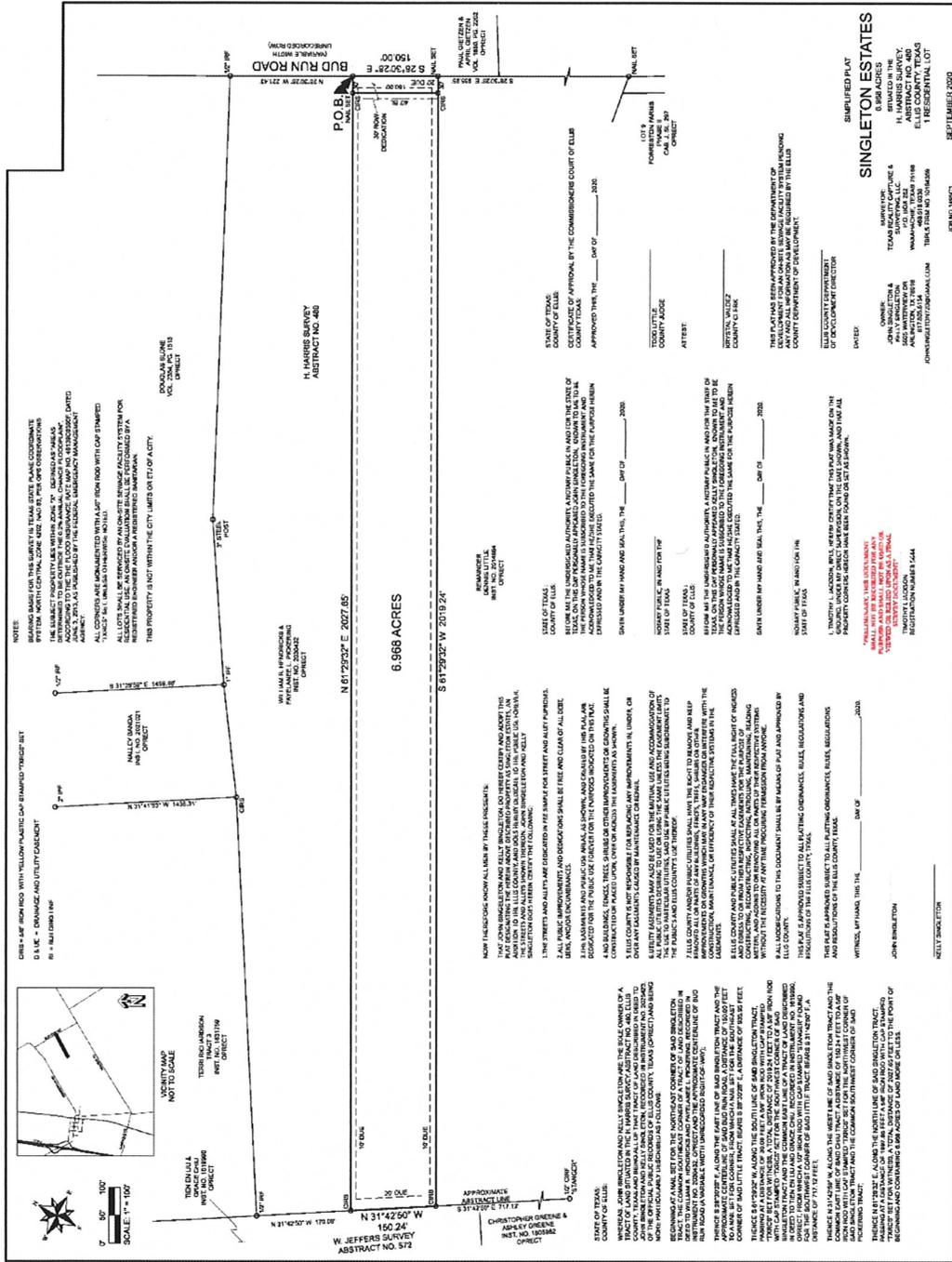


DEPARTMENT OF DEVELOPMENT
Ellis County

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1.8

ATTACHMENT NO. 2 - Plat





1.9

AGENDA ITEM NO. 1.9
Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Sunset Meadows Plat
Parcel ID No.188593

LEGAL CAPTION:

Consideration and action of a plat of Sunset Meadows. The property contains ± 99.965 acres of land in the Placido Olivari Survey, Abstract No. 812, located southeast of the intersection of Richard Road and FM 1446, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

George Saldivar, Saldivar Family Holdings, Ltd.



PURPOSE:

The applicants are requesting to subdivide ± 99.965 acres to create seventy-three (73) lots for residential use.



HISTORY:

The City submitted this plat to the County on August 27, eight (8) days past their submittal deadline. They requested comments back to them with a one-day turnaround on August 28. Due to the complex nature of this plat review, the County informed City staff this was not possible but would send comments as soon as possible. Staff sent those comments out on August 31.

The City of Waxahachie approved this plat at its Planning & Zoning Commission meeting on September 29, 2020.

The current ILA with the City of Waxahachie requires the County to act upon the plat within 21 days of approval, which would have put that date on October 19, 2020. The County received a status update on this plat on October 21, two (2) days after that deadline. If the County were to take a loose interpretation of taking action on the plat with 30 days after city approval, that date would be October 29. Both dates still fall outside the 30-day approval window, and therefore, this plat is already deemed approved.

To date, engineering plans have not been received an approval letter, and we are awaiting to determine if they have approval from Tx-DOT for their entrance onto FM 1446.



1.9



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right of way dedication of 60 feet for Richard Road and 10 feet of right of way for FM 1446, satisfying the County's minimum requirements.

Water Provider:

Buena Vista Bethel SUD has confirmed the availability of service via an 8-inch line.

ANALYSIS

This plat is a classic example of how the plat interlocal agreement, which currently requires two (2) governmental approval authorities within 30 days is not working. Due to Waxahachie's lack of following the adopted plat interlocal agreement and informing County staff of this plat approval, this plat was technically already approved by the time staff received an update on October 21. In large part, due to the City's negligence and informing the County in a timely fashion, only the County is penalized and has to refund the applicant 50% of the plat application fee, which in this case is \$1,345. Staff will work with the Treasurer and Auditor on this refund request.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

To get the plat filed with the County Clerk and get the necessary signatures on the plat, the Court is obligated to **accept** this plat application, as presented. Failure to do so may allow the applicant to possibly seek a writ of mandamus from the District Court to force approval.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



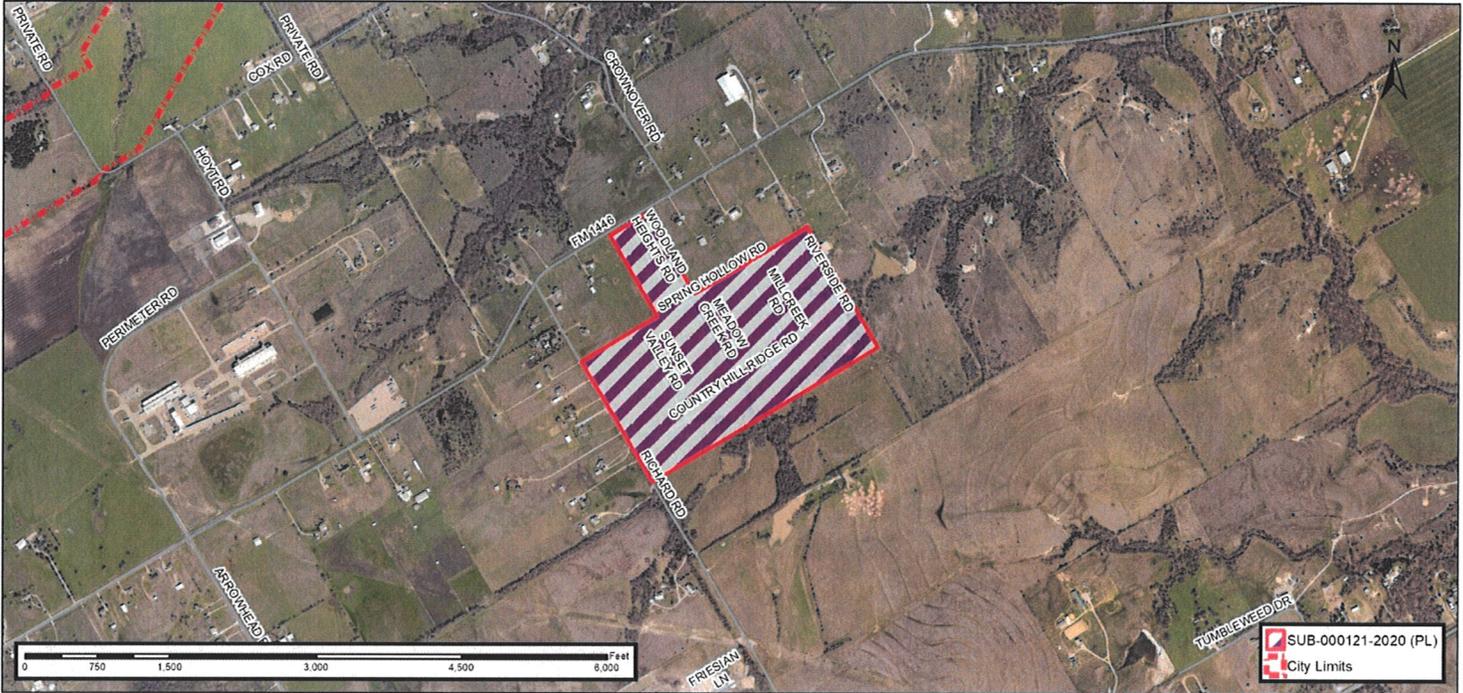
APPROVED AND PRESENTED BY:

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



1.9

ATTACHMENT NO. 1 – Location Map



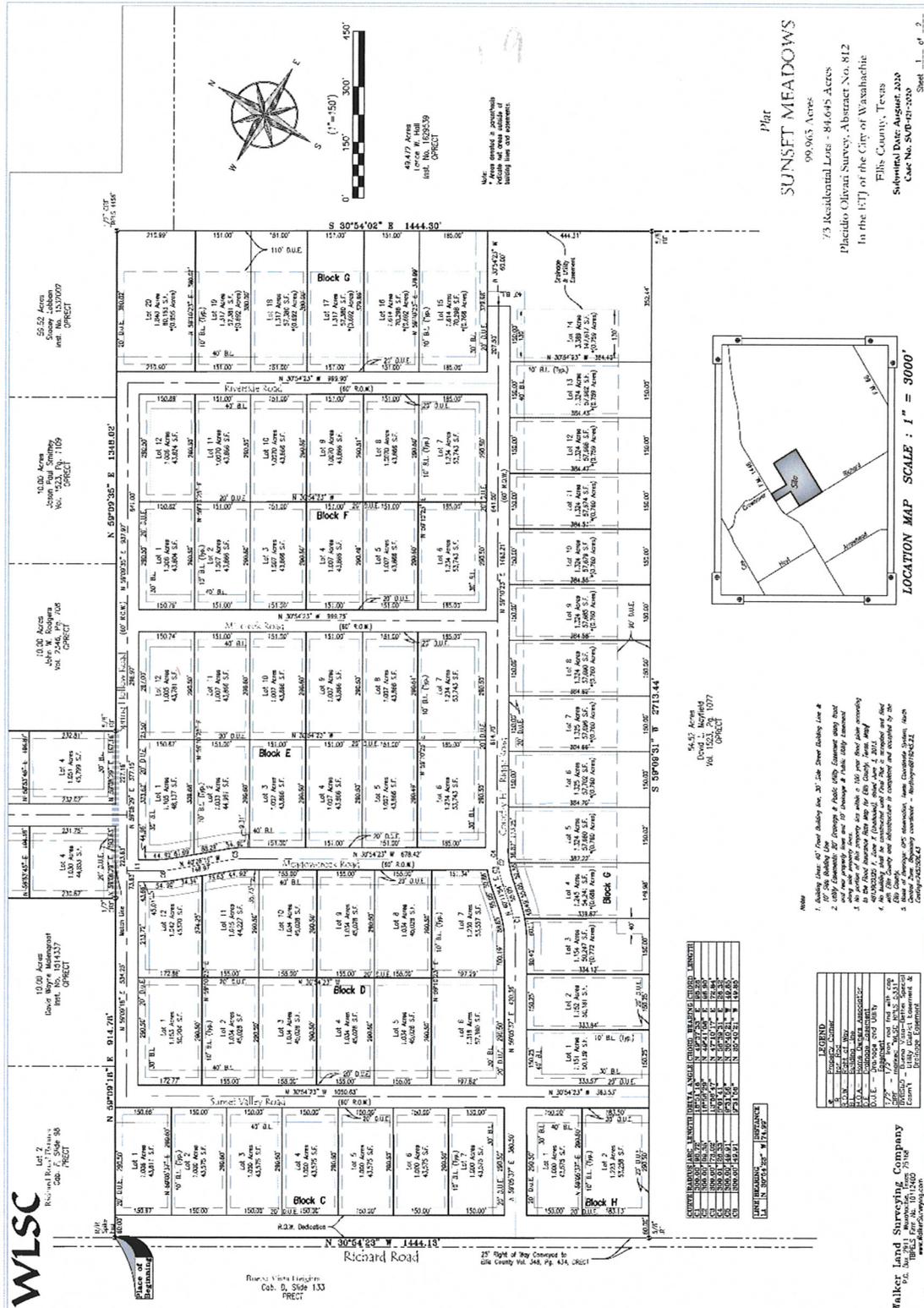


DEPARTMENT OF DEVELOPMENT
Ellis County

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🌐: co.ellis.tx.us/dod

1.9

ATTACHMENT NO. 2 – Plat





1.10

AGENDA ITEM NO. 1.10
Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Estates of Hidden Creek Plat
Parcel ID No.183999 and 277593

LEGAL CAPTION:

Consideration and action of a plat of Estates of Hidden Creek. The property contains ± 99.170 acres of land in the D. Mitchell Survey, Abstract No. 703, J. Steele Survey, Abstract No. 991, and the J. Starrett Survey, Abstract No. 1026 located near the intersection of FM 387 and Ring Road, in the extraterritorial jurisdiction (ETJ) of Waxahachie, Ellis Road & Bridge Precinct No. 4.



APPLICANT:

Navito Development, LLC and Konark Real Estate Enterprises Butcher LLC



PURPOSE:

The applicants are requesting to subdivide this property to create sixty-seven (67) lots for residential use and three (3) open space lots maintained by the HOA.



HISTORY:

At the Planning & Zoning Commission meeting held September 15, 2020, the Commission voted 5-1 to recommend disapproval of the plat due to the plat not meeting the City's requirements, including a connection to the west towards the Quail Creek subdivision. The applicant sought a variance to waive the connection requirement. At the September 21, 2020 City Council meeting, the Council voted 4-1 to deny that waiver petition. However, the Council did vote 5-0 to approve the plat on the condition that connection between the proposed Estates of Hidden Creek subdivision and the existing Quail Creek Village subdivision be created by way of the platted stub out extending from Clover Lane. The City of Waxahachie subsequently approved this plat at its City Council meeting on October 19, 2020. The County received the approved plat via email on October 21, 2020.

During the review of the proposed plat in tandem with the City of Waxahachie, the Department of Development issued comments to the Waxahachie Planning Department on August 31, 2020. Those comments are found in Attachment No. 3.

Staff did not receive an official update on this plat from the City until October 21, 2020, after their City Council approved the plat. During August 31 and October 21, the City of Waxahachie staff did not provide County staff with any other plat re-submittal, updates, or included in any additional meetings with the applicants. Upon reviewing the approved plat from the City of Waxahachie, staff noticed some comments from August 31 had not been



1.10

AGENDA ITEM NO. 1.10
Ellis County Commissioners' Court
November 3, 2020



SHORT TITLE:

Estates of Hidden Creek Plat
Parcel ID No.183999 and 277593

LEGAL CAPTION:

Consideration and action of a plat of Estates of Hidden Creek. The property contains ± 99.170 acres of land in the D. Mitchell Survey, Abstract No. 703, J. Steele Survey, Abstract No. 991, and the J. Starrett Survey, Abstract No. 1026 located near the intersection of FM 387 and Ring Road, in the extraterritorial jurisdiction (ETJ) of Waxahachie, Ellis Road & Bridge Precinct No. 4.



APPLICANT:

Navito Development, LLC and Konark Real Estate Enterprises Butcher LLC



PURPOSE:

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HISTORY:

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During the review of the proposed plat in tandem with the City of Waxahachie, the Department of Development issued comments to the Waxahachie Planning Department on August 31, 2020. Those comments are found in Attachment No. 3.

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1.10

addressed and provided additional comments. Those other comments can also be found in Attachment No. 3.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a right-of-way dedication for a future major collector (80 feet and ± 2.850 acres) for the future Ring Road extension. This right-of-way appears in the Waxahachie Thoroughfare Plan, but does not appear on the County Thoroughfare Plan. There are no plans for the County to complete this connection from South Ring Road to South Ring Road.

This plat also shows a right-of-way dedication of 10 feet for FM 387 to satisfy the County's minimum requirements.

Water Provider:

Rockett SUD has confirmed the availability of service upon successful completion of infrastructure.



ATTACHMENTS:

1. Location Map
2. Plat
3. Plat comments



RECOMMENDATION:

Due to the unconventional nature and circumstances surrounding this particular plat, staff presents two (2) options to the Commissioners' Court on how to proceed with this plat. Due to some legal aspects involved with either choice, an executive session may be necessary to discuss each alternative at length.

OPTION 1: Staff recommends **approval** of this plat, subject to the following conditions:

1. A subsequent replat of Lot 3, Block A, and Lot 1, Block B shall be submitted before the beginning of the infrastructure construction on Estates of Hidden Creek to remove Hillview Drive from the plat so that the roadways to be accepted and maintained by County are accurately reflected. See Local Gov't Code Sec. 232.002 and 232.003 – 232.0033; Ellis County QGI Volume I – Section III (G), Section III (K) (4); Ellis County QGI Volume III – Section II (C) (5)
2. The 2.85-acre right-of-way dedication of the future Ring Road extension may be dedicated with this plat; however, the County shall not maintain it at this time. This property shall be maintained by the developer, adjacent property owners, homeowner's association, or similar until such time it is accepted by the Commissioners' Court



DEPARTMENT OF DEVELOPMENT
Ellis County

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

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into the County's maintenance system. Future Ring Road extension is not on County's Thoroughfare Plan, thus dedication is not required by the County. See Thoroughfare Requirement Local Gov't Code Sec. 232.102; Ellis County QGI Volume I – Section III (E) (1) & (5) ; Section III (K) (4)

3. Provide correct signatories on the plat for each property owner. See Local Gov't Code Sec. 232.002 and 232.003; Ellis County QGI Volume I – Section II (B) (2), (4) & (5); Section III (C)
4. Remove the labeling of Buchanan Drive. See Local Gov't Code Sec. 232.002 and 232.003; Ellis County QGI Volume I – Section I (C) (2); Section II (D) (3).
5. Provide an updated and accurate area chart for proposed lots within this subdivision. See Local Gov't Code Sec. 232.002 and 232.003; Ellis County QGI Volume I – Section IV (A) (2)
6. Provide a construction bond prior and road inspection fee and have Commissioners' Court pass it prior to the commencement of any construction. See Local Gov't Code Sec. 232.002 and 232.003; Ellis County QGI Volume I – Section III (E) (5); Section VII

OPTION 2: Staff recommends **disapproval** (denial) of this plat for the following reasons.

1. Staff has not received the original application, TIA forms, tax certificates, or an updated application of the additional property added to the initial plat application. See Local Gov't Code Sec. 232.002 – 232.0033; Ellis County QGI Volume I, Section II (B) (2)
2. The plat does not reflect the correct signatories for each property owner within the boundaries of the plat. See Local Gov't Code Sec. 232.002 – 232.0033; Ellis County QGI Volume I, Section II (B) (2)
3. The set of engineering plans associated with this plat have not been released by the County Engineer, therefore an incomplete application. See Local Gov't Code Sec. 232.002 – 232.0033; Ellis County QGI Volume I, Section II (B) (2) and Section III (E) (2)
4. The plat should reflect a redraft of Lot 3, Block A, and Lot 1, Block B Estates of Hidden Creek to remove Hillview Drive from the plat so that the roadways to be accepted and maintained by County are



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accurately reflected. See Local Gov't Code Sec. 232.002 and 232.003 – 232.0033; Ellis County QGI Volume I, Section II (B), Section III (B), (C), (E) & (K) (4); Ellis County QGI Volume III – Section II (C) (5)

5. The 2.85-acre right-of-way dedication of the future Ring Road extension may be dedicated with this plat; however, the County shall not maintain it at this time. This property shall be maintained by the developer, adjacent property owners, homeowner's association, or similar until such time it is accepted by the Commissioners' Court into the County's maintenance system. Future Ring Road extension is not on County's Thoroughfare Plan, thus dedication is not required by the County. See Thoroughfare Requirement Local Gov't Code Sec. 232.102; Ellis County QGI Volume I, Section III (E) (1), (2) & (5); Section III (K) (4); Section IV (C)

6. Provide a construction bond prior and road inspection fee and have Commissioners' Court pass it prior to the commencement of any construction. See Local Gov't Code Sec. 232.002 and 232.003; Ellis County QGI Volume I – Section III (E) (5); Section VII



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



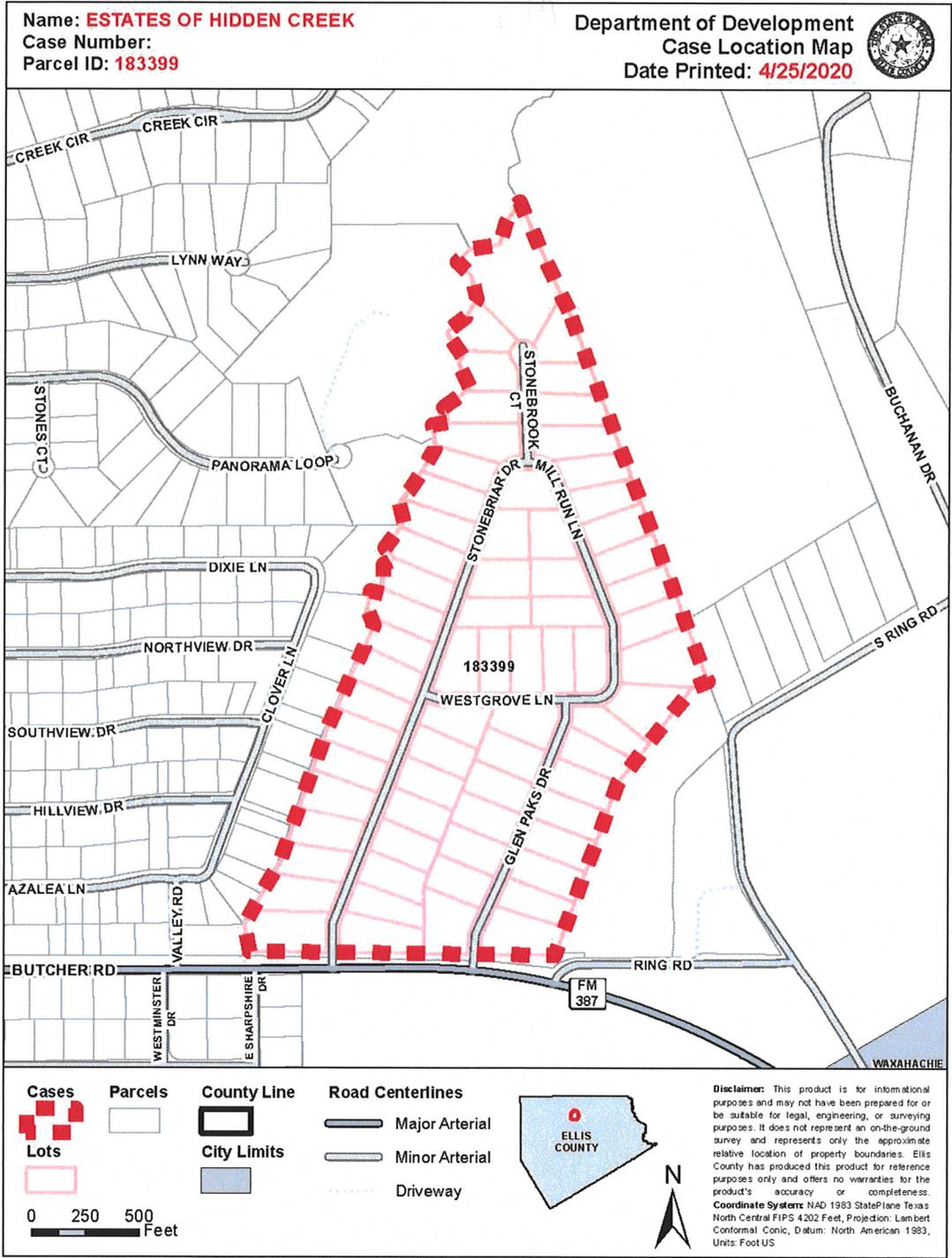
APPROVED AND PRESENTED BY:

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



1.10

ATTACHMENT NO. 1 – Location Map



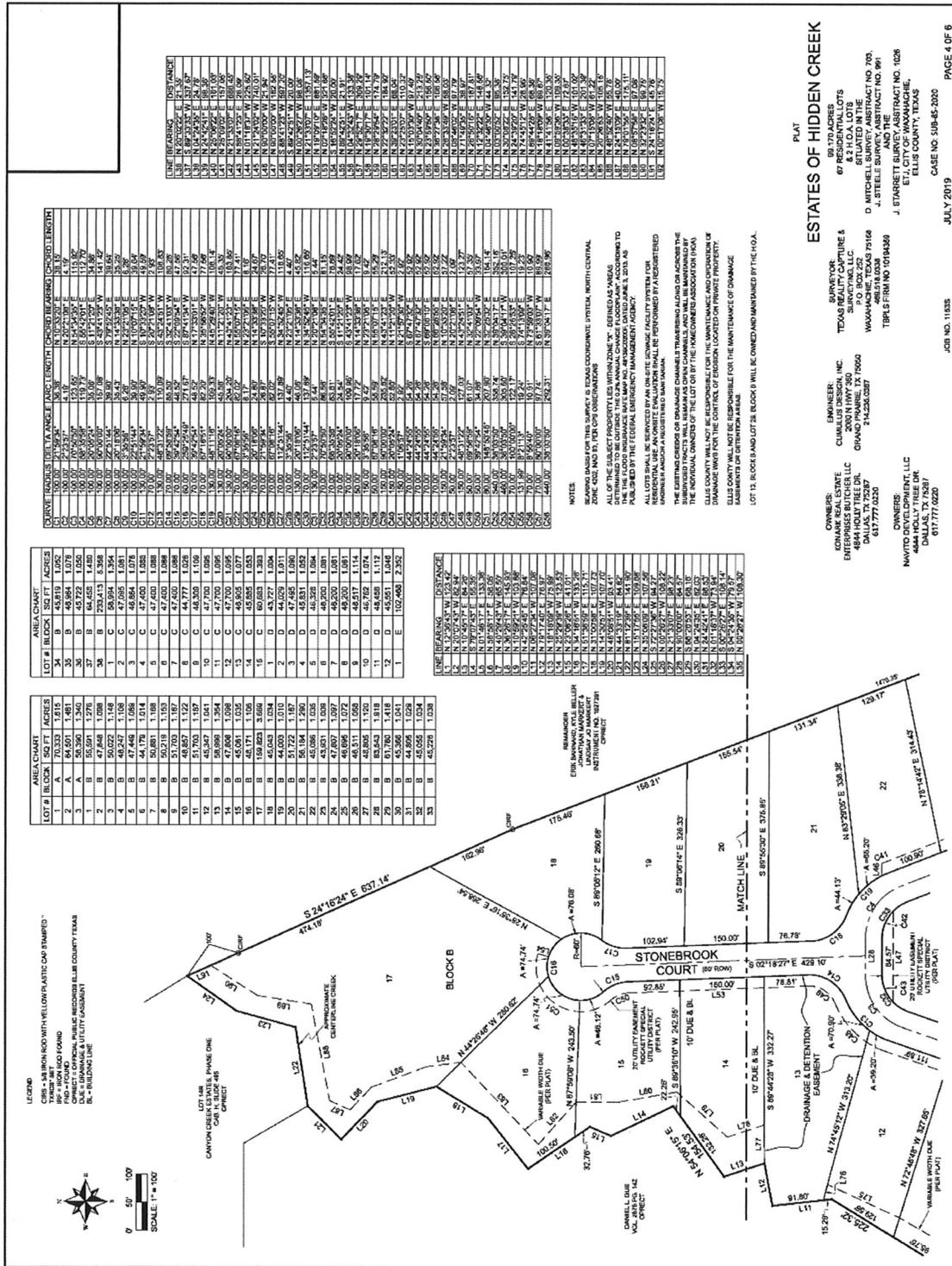
-96.807128 32.464001 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/25/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\00D Case Location.mxd



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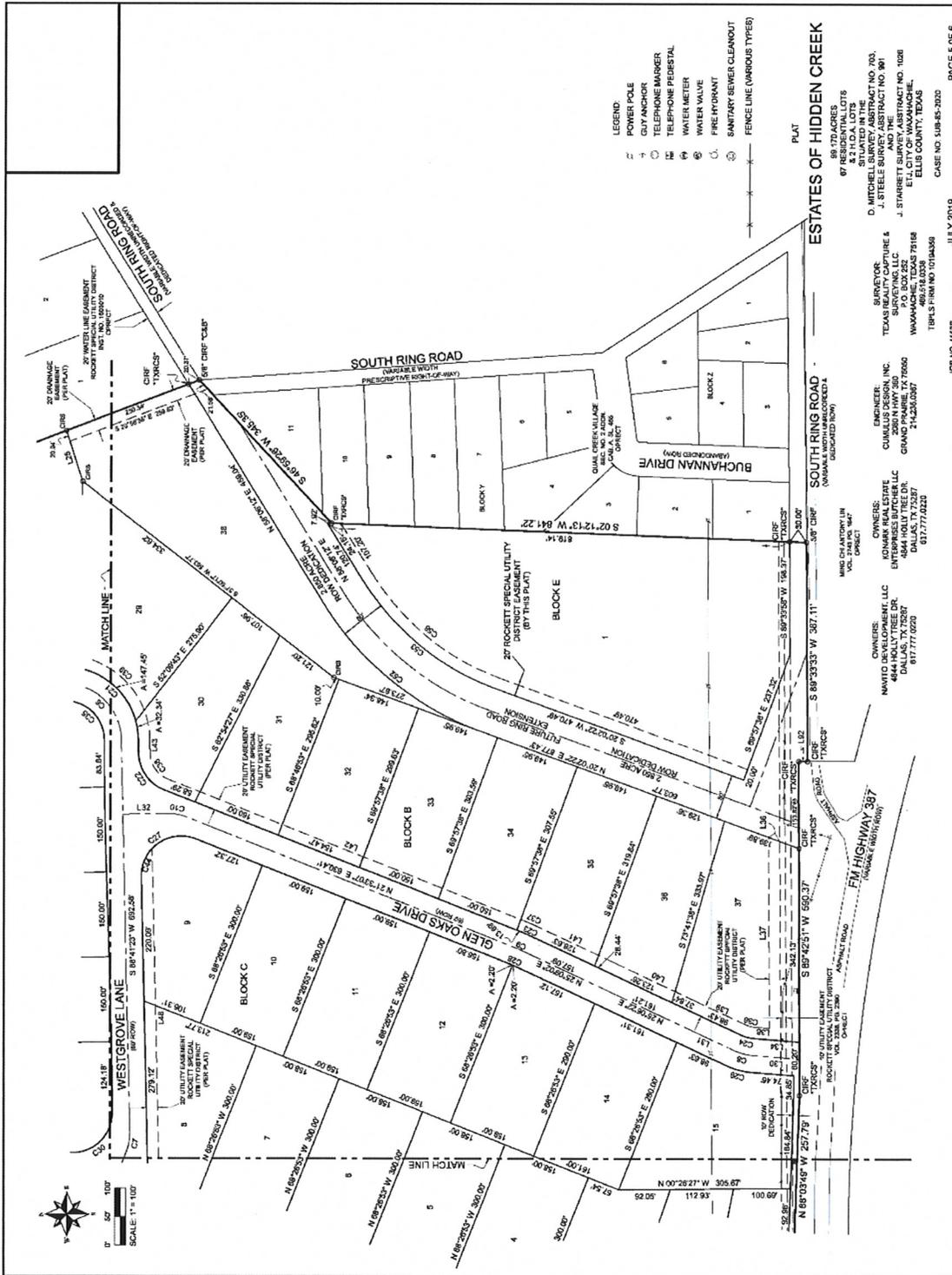




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APPROVED BY PLANNING AND ZONING COMMISSION CITY OF WAMAMACHE...
APPROVED BY THE CITY COUNCIL OF THE CITY OF WAMAMACHE, TEXAS...
APPROVED THIS 12th DAY OF JULY 2019...
DEPARTMENT OF DEVELOPMENT...
ESTATES OF HIDDEN CREEK...
JULY 2019...
PAGE 6 OF 6



1.10

ATTACHMENT NO. 3 – Plat Comments

County comments issued August 31, 2020:

- a. An updated application and all applicable documents will need to be resubmitted to include the additional property and owner. **Not received.**
- b. County Engineering has not approved this subdivision to proceed with construction or platting. This plat will be deemed incomplete until released from Engineering. * **Not addressed.**
- c. Please address GIS comments from August 28th.
- d. Add Quail Creek Village ROW dedication as necessary.
- e. Are numbers 42 & 43 lots? If so, please include them in the area chart. This has been renumbered to: Block B, Lot 38 and Block E Lot 1. **These will not meet current county requirements due to lack of access to public infrastructure. The road access for Block B Lot 38 will not meet current county requirements (or City) due to the lack of width at the intersection of South Ring Road (Quail Creek Village Sec. 2) and this plat. Future ROW (City's throughfare plan shows the future road dedication of proposed 80 feet narrowing to 20.37 feet. Minimum road width is 27 feet, and a minimum required right of way of 60 feet. Additionally, approved plans for road construction will be required for Block E Lot 1 to provide road frontage to the lot along South Ring Road.**
- f. Please update the title block to reflect the acreage shown within the metes and bounds description on page 6. **Complete.**
- g. Per our legal department, every signature line will need to include the following statement for each signator: jointly and severally liable. **Comment not addressed. Incomplete.**
- h. County regulations require roads proposed within a subdivision be built to current county standards. This would include the future Ring Road extension. **Incomplete. No response received.**
* Plat review comments and fee estimation (per lot fee, etc.) may vary based on final approval of plans by Engineering.

In reviewing the plat approved by the City of Waxahachie (received October 21, 2020), the following was noted for revision:

1. Minimum spacing between Glen Oak Drive and future right of way dedication does not meet the County's minimum spacing requirements. Nor does Stonebriar – Glen Oaks Drive.
2. Buchanan Drive is labeled incorrectly.
3. Label the dimensions for Hillview Drive.
4. Approval from TxDOT regarding entrances at FM 387.
5. The County does not approve the connection of Hillview Drive.
6. Area chart for the proposed lots seems incorrect (possibly due to change of block and lot numbers.)



Kim Davis
Ellis County Purchasing
Administrative Assistant
101 W. Main St. Suite 203
Waxahachie, Tx. 75165
Office - 972-825-5118
Kim.davis@co.ellis.tx.us

Kim,

I hope this letter finds you well. Thank you for allowing Martin Marietta the chance to renew this contract with Ellis County for "Road Materials" for another contract year. Since the last years contract renewal Martin Marietta has had an increase on aggregate materials. This price increase helps to ensure we can service our customers at the top tier level you deserve.

We have elected only to increase price on the Rip Rap Product. Price per ton on this material would increase \$2.00 per ton. The new pricing for Rip Rap material would look as follows.

Plant Pick Up Per Unit of Measure: **\$20.00 per ton**

FOB Precinct/ Job Site: **\$43.80 per ton**

The new prices would be honored for the contract period from January 2, 2021 – January 1, 2022.

We thank and appreciate Ellis County for allowing Martin Marietta to service your needs. Please contact me if you have any questions.

Sincerely,

Zach Bean
Senior Sales Representative
Cement & Aggregate Sales - North TX
Martin Marietta
(214) 543-3597
zach.bean@martinmarietta.com

2:2



**ARMORED CAR SERVICE FOR ELLIS COUNTY
USING CHOICE PARTNERS COOPERATIVE CONTRACT #18/068MR**

Renewal Effective Dates

November 14, 2020 through November 13, 2021

Pricing:

- 701 S Interstate 35 Waxahachie, 75165. \$484.00 per month 8 min and 3 items \$10K.
- 109 Jackson Street Waxahachie, 75165. \$580.90 (Treasurer)
- 101 W Main Waxahachie, 75165. \$484.00 per month 8 min and 3 items \$10K.
- 301 N 8th Street Midlothian, 76065. \$484.00 per month 8 min and 3 items \$10K.
- 207 S Sonoma Trail Ennis, 75119. \$271.67 (JP1)
- 109 Jackson Street Waxahachie, 75165. \$484.00 (Tax Office)
- 207 S. Sonoma Trail Ennis, 75119. \$271.67 (Tax Office)
- 301 N 9th Midlothian, 76065. \$484.00 per month 8 min and 3 items \$150K.
- 101 Live Oak Red oak, 75154. \$484.00 per month 8 min and 3 items \$150K.

All other terms and conditions remain the same as under the current Choice Partners Cooperative Contract.

This bid contained an option for three (3) one-year renewal options. If you agree to this renewal option, please sign this form and email back to purchasing@co.ellis.tx.us or fax to 972-825-5119.

Brink's, Inc.

_____ Date _____
Authorized Representative

_____ Date _____
Todd Little, County Judge

_____ Date _____
County Clerk, Attest

2.4



Bid No. 2019 - 002

Road Materials

Will be expiring on January 1, 2021

**Renewal Effective Dates
January 2, 2021 through January 1, 2022**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119. *We would love to extend contract but @ increase of 25¢ per ton on one everything.* If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

Rattler Rock, Inc.

Charles L. Davis II Date 09-18-2020
Authorized Representative

Date _____
Todd Little, County Judge

Date _____
County Clerk, Attest

BID NO. RFB - 2019-002

TITLE : ROAD MATERIAL

NAME OF BIDDER AND LOCATION : RATTLER ROCK - BLUM, TX

CHARLES L. DAVIS - 254-874-5282

EXPIRATION DATE : JANUARY 1, 2022

2.4

	RB PCT. 1	RB PCT. 2	RB PCT. 3	RB PCT. 4
CRUSHED LIMESTONE FLEX BASE				
Type A, Grade 1	\$6.25 per ton picked up			
Type A, Grade 4	No Bid	No Bid	No Bid	No Bid
Other items (if applicable):	No Bid	No Bid	No Bid	No Bid
Pick up Locations	Blum, TX	Blum, TX	Blum, TX	Blum, TX
LIGHTWEIGHT AGGREGATE				
Type L, Grade 3	No Bid	No Bid	No Bid	No Bid
Type L, Grade 4	No Bid	No Bid	No Bid	No Bid
Type L, Grade 5	No Bid	No Bid	No Bid	No Bid
Other items (if applicable): Blue Base	\$5.25 per ton picked up (when available)			
Other items (if applicable): 1" x 3" Oversize	\$7.25 per ton picked up (when available)			
Other items (if applicable): 3" x 5" Oversize	\$7.25 per ton picked up (when available)			
Pick up Locations			Blum, TX	Blum, TX

REVISION 2

2.6

ANIMAL SHELTER & MAINTENANCE SERVICES CONTRACT

STATE OF TEXAS}
COUNTY OF ELLIS}

Agenda Item# _____
Date: _____

WHEREAS, the proposal package **Bid No. RFP-2020-016** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to _____, for animal shelter & maintenance services at prices as set forth in the proposal package; and

THEREFORE, know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned SPCA of Texas, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with proposal package **Bid No. RFP-2020-016**, the Vendor will perform in accordance with the terms of this Agreement and the County agrees to make payment for such items or services purchased in accordance with this Agreement and said proposal package which is made a part of this contract and incorporated herein for all purposes.

1. Contract Term

- 1.1 The initial term of this contract shall be a period of five (5) years. At the expiration of the initial term, this contract will automatically renew for an additional one (1) five-year period unless either party provides written notice of intent not to renew this agreement at least ninety (90) days prior to the expiration of the initial term.
- 1.2 The parties hereto understand and agree that after good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgement that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement by providing NINETY (90) calendar days written notice to the other party. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

2. Proposals to Modify

- 2.1 Any modification to the terms of this contract must be in writing, mutually agreed upon by the parties, and approved by the Ellis County Commissioners Court.

2.6

3. Escalation/De-escalation Clause

3.1 County may allow escalation and de-escalation clauses on Animal Shelter and Maintenance Services. One hundred twenty (120) days prior to the time of each effective price change. SPCA of Texas must notify Ellis County by furnishing a price list stating all increases and decreases and the percentage above the cost that will be charged to Ellis County by the Vendor based on Consumer Price Index (CPI). Failure to provide all information previously listed can be construed as grounds for termination. Ellis County will look to the next low vendor should their price be lower than the awarded vendor's increase. If this clause is exercised, only one (1) adjustment request per contract term year shall be permissible, unless otherwise mutually agreed upon by the parties. All price adjustments are capped at annual CPI.

4. SPCA of Texas Responsibilities

4.1 The SPCA of Texas is responsible for providing the following: Sheltering Facility, Maintenance of the Facility, Monthly Utilities, Operating Personnel, Cleaning the Facility, Veterinarian Services including Spay and Neuter as needed, and All medicines and vaccines

4.2 SPCA of Texas agrees to provide Shelter Operations Services for Ellis County, which shall include the following:

- (a) Provide and operate such animal control shelter and care facilities, including all necessary buildings, structures, grounds, spaces and equipment, as well as animal shelter services, as may be necessary to receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the County.
- (b) Receive calls and complaints, lost and found service, adoption service, public reception and assistance, collection and sales, humane education program, account for all animals handled by Ellis County Animal Control Officer(s).
- (c) Maintain records for euthanasia materials and other drugs or medicines (SPCA of Texas will Maintain DEA License).
- (d) Maintain financial records on revenues and expenditures, building security, ensure building compliance with all applicable laws and regulations to handling medicines and hazardous materials relating to animal shelter operations.
- (e) Receive and evaluate animals, feed, provide water, emergency medical attention, health and condition evaluation, administer preventative medicine, clean kennels and cages, clean and disinfect animal spaces, provide shelter for animals, provide necessary grooming, flea and tick control, rodent control.
- (f) Provide euthanasia when deemed necessary, animal body storage and removal, and animal exercise.

2.6

- 4.3 Animal Control Services shall be provided by the Ellis County Sheriff's Office. Animal Control Officers shall operate under the direction of the Ellis County Sheriff. Animal control services are provided both by patrol and responding to calls. The Animal Control Officer assists in enforcing the County's Code and state law including the dangerous dog statutes and ordinances. Primary animal control service involves domesticated dogs and cats and domesticated hybrid dogs and cats.
- 4.4 Standards of Care: Animal care guidelines will be governed by the Texas Health and Safety Code. SPCA of Texas must comply with Title 10 of the Health and Safety Code, including Chapters 821 through 842 concerning the health and safety of animals, and any other state or federal law concerning the health and safety of animal care.
- 4.5 Minimum Hours of Operation: The Shelter will be open for Public hours Monday through Sunday, 9:00 am to 5:00 pm.
- 4.6 After-Hours, Temporary Shelter Facility: The Animal Control Officer will place any animals temporarily in the designated area depending on the date and time the animal was taken. SPCA of Texas will allow animal control officers access to the Shelter facility 24 hours per day, 7 days per week.
- 4.7 Exercise of Animals: The SPCA of Texas shall incorporate a program that will provide for the exercising of animals as appropriate (dogs on leash, interaction with cats) and describe the manner that such a program would be implemented.
- 4.8 Euthanasia of Animals: The costs for euthanasia of animals will be the responsibility of the shelter SPCA of Texas. It is the County's policy in regards to locating every animal a home or give to other agencies, except those deemed dangerous by the County, or for medical reasons as determined by a veterinarian.
- 4.9 Un-Adopted Animals: SPCA of Texas will agree to allow un-adopted animals to be gifted to a bona fide animal care or rescue organization that accepts otherwise "un-adoptable" animals, if available. The proposal should specify the manner that this would be accomplished.
- 4.10 Veterinary Services: The SPCA of Texas shall provide humane treatment of all domestic animals while in the shelter; provide basic first aid services, including licensed veterinary care, for all sick and injured animals, at SPCA of Texas's expense.
- 4.11 Return to Owner: It shall be the SPCA of Texas's responsibility to make every available effort to identify and promptly attempt to notify the owner of any animal taken into custody, working in conjunction with the County Animal Control Officer when needed.

Commented [RL1]: Does this mean only "dangerous dogs" are euthanized? Should it say that "It is the County's policy to promote locating every animal a home or giving the animal to other agencies, except those deemed dangerous by the county, or for medical reasons as determined by a veterinarian."

2.6

- 4.12 Adoption Program: The SPCA of Texas shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and spayed/neutered.
- 4.13 Disposal of Animals: The SPCA of Texas will be responsible for any labor costs associated with the disposal of animals. SPCA of Texas will comply with applicable state and federal law regarding the disposal of animal remains.
- 4.14 To the extent allowed by law, and except for animals quarantined for rabies, observation or as provided elsewhere in this Agreement, every animal not claimed and redeemed by the owner before the expiration of ninety-six (96) hours from the time of impoundment shall become the sole and exclusive property of the SPCA of Texas. Upon request of the County, SPCA of Texas shall hold impounded animals beyond the 96-hour stray period or the Rabies quarantine period.
- 4.15 SPCA of Texas shall have the right, consistent with state law, local ordinances and this Agreement, to process every animal in its custody by the following methods:
- (a) To return an animal to its owner, if possible;
 - (b) To place an animal in the home of a new owner via adoption, foster, or transfer to a rescue group; or
 - (c) To humanely euthanize and dispose of animals.
- 4.16 SPCA of Texas shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals.
- 4.17 The SPCA of Texas shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or euthanized, but agrees to make a good faith attempt to place all animals prior to euthanizing animals. SPCA of Texas shall have the right to humanely euthanize any impounded animal that is found to be physically suffering, injured or carrying a communicable disease prior to the end of the redemption period.
- 4.18 When the SPCA of Texas determines to place an animal in a new home, SPCA of Texas shall comply with all State laws relating to the sterilization of animals as a "releasing agency", and shall have the right to charge an adoption fee for the animal to offset the cost of sterilization if allowed by law, and may delay release of said animal until the new owner pays all fees associated with the animal.
- 4.19 Audit, Records, and Reports: The SPCA of Texas shall submit reports to the Ellis County Sheriff's Office and made available to the Ellis County Auditor (as requested basis) as outlined specified and copies of said reports shall be kept by the SPCA of Texas for a minimum of two

2.6

(2) years, unless such requirement is extended-by law. SPCA of Texas shall submit a monthly report to the Ellis County Sheriff's Office showing all animals received for rabies observation and strays. The report shall include the following information regarding strays and animals received for rabies observation:

- (a) Date delivered to shelter;
- (b) Source of delivery (citizen or Animal Control Officer);
- (c) Address or location of found animal;
- (d) A unique animal identification number;
- (e) Species designation (cat, dog or other);
- (f) Description of animal;
- (g) Disposition of animal (reclaim, foster, adopted, euthanized, etc.);
- (h) Date of disposition;
- (i) County fees collected for animal (if applicable);

4.20 SPCA of Texas shall maintain full, complete records and accounting of the fees collected by SPCA of Texas, including electronic receipts. Said records and accounting shall be available for inspection by the County at all reasonable times. Monthly financial reports shall be submitted to the County by the SPCA of Texas on or before the 15th of each month. SPCA of Texas shall utilize an independent entity for annual audit verifications.

4.21 Shelter Operating Costs: The operating costs for the animal shelter will be the responsibility of the SPCA of Texas.

4.22 Spay / Neuter Program: SPCA of Texas shall perform sterilization services for all animals that were adopted and not yet sterilized prior to commencement to this agreement. All services shall conform to applicable State Laws, Government Code and procedures approved by Ellis County.

4.23 Disaster Preparedness: In collaboration with the Ellis County Office of Emergency Management, the successful SPCA of Texas shall participate in the disaster preparedness plan for the Animal Services Facility to include, but not limited to, the following in the event of a disaster Animal evacuation, animal care, and animal sheltering during and after a declared disaster. The contractor shall also participate in disaster drills and meetings conducted by Ellis County Office of Emergency Management when it involves animal issues.

5. County Responsibilities

5.1 Ellis County shall comply with Chapter 826 of the Health and Safety Code ("Code") regarding Rabies.

2.6

- 5.2 Ellis County shall designate an officer to act as the local rabies control authority. The local rabies control authority shall enforce the Code and Department rules that comprise the minimum standards for rabies control and all relevant ordinances or orders of County and/or Ellis County.
- 5.3 County officers and officials shall be responsible for investigating reports made under §826.041 of the Code (Reports of Rabies).
- 5.4 The Ellis County local rabies control authority is responsible for complying with §826.042 of the Code, including giving written notice to the animal's owner (if known) and obtaining a statement from the owner acknowledging same. It is the SPCA OF TEXAS's responsibility to comply with §826.043(e), of the Code to notify the owner before destruction of the owner's animal. Ellis County agrees to include written notice of the release of the hold at the end of the quarantine to the SPCA of Texas, which will include the owner's information and preferred contact method, if available. Once the written hold release is served on the SPCA of Texas, then the three (3) day Shelter Period required by the Ellis County Amended Ordinance Pertaining to Animal Control shall apply. Notices required by this section may be served by e-mail to the SPCA of Texas.

6. Texas Law to Apply

- 6.1 This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

7. Prior Agreements Superseded

- 7.1 This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

8. Miscellaneous

- 8.1 In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.
- 8.2 Pursuant to Section 2252.152, Texas Government Code, 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

2.6

- 8.3 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.
- 8.4 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 expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller 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 notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Vendor for work completed up to that date. There shall be no recourse for the Vendor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
- 8.5 No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.
- 8.6 Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
- 8.7 Force Majeure: Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

2.6

- General Aggregate \$1,000,000
- Bodily Injury/Personal Injury \$1,000,000
- Property Damage \$1,000,000

(c) Automobile Liability

- Bodily Injury (per accident/aggregate) \$100,000/\$500,000
- Property Damage \$100,000

(d) Contractual Liability Same as above

10.2 All insurance policies required herein shall be endorsed as follows:

(a) County shall be named as an additional insured except on the Worker's Compensation policy; and

(b) SPCA of Texas waives right of subrogation against County except on the Automobile Liability and Worker's Compensation Policies; and

(c) Notice of termination of the required policy shall be provided not less than 30 days prior to termination, unless termination is the result of non-payment of premiums, in which case such notice shall be not less than 10 days prior to the date of termination.

11. Notice

Any notices involving this agreement shall be delivered to either party at the respective addresses below:

Ellis County
County Judge Todd Little
101 W. Main St. Suite 203
Waxahachie, TX, 75165

SPCA of Texas
Karen Froehlich
2400 Lone Star Dr.
Dallas TX, 75212

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IN WITNESSETH WHEREOF, both the County and SPCA of Texas hereby acknowledge that the foregoing terms and conditions accurately reflect their complete agreement, and have, through with their respective authorized agents below, agreed to and accepted all the terms and conditions of this agreement.

AGREED TO AND ACCEPTED ON THIS THE ____ DAY OF _____, 2020.

County Judge Todd Little
Ellis County, Texas

Attest:

Krystal Valdez, Ellis County Clerk

AGREED TO AND ACCEPTED ON THIS THE ____ DAY OF _____, 2020.
SPCA of Texas

Name: **Karen Froehlich**
Title: **President & CEO SPCA of Texas**

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LexisNexis Risk Solutions

SCHEDULE A
Accurant for Government
(Per User Subscription)

Customer Name: Ellis County Clerk - Texas
Billgroup #: ACC-1406244
LN Account Manager: Sherry McComas

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurant for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning November 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$91.00
Premium Features:	
Email Search	\$0.00
Real Time Phone Search	\$0.00
Total Monthly User Fees (per user):	\$91.00
Minimum Number of Users	1
Total Monthly Minimum Amount	\$91.00

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 0%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report

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Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$91.00.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **November 3, 2020**.

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4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Ellis County Clerk - Texas

Signed: _____

Name: _____

Title: _____

Date: _____

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Accurint for Government
 (Updated October 8, 2020)
 (Plan 44)

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(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

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Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00

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-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments,	\$0.00

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UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	\$0.00

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Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00

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Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30

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Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

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EXHIBIT "A"
Fort Worth Bid No. 13P-16-0161
"Remodeling Services BB PMD"



CITY COUNCIL AGENDA

DATE: 12/13/2016 REFERENCE NO.: P-11982 LOG NAME: 13P16-0161 REMODELING SERVICES BB PMD.
 CODE: P TYPE: NON-PUBLIC CONSENT HEARING: NO
 SUBJECT: Authorize Non-Exclusive Purchase Agreements for Remodeling Services with New World Industries, Inc.; Acciona Group LLC; Scott Tucker Construction Company, Inc.; Lookup Properties Inc.; R.D. Howard Construction, LLC; Woodrose Company, Inc.; and MMI General Contractors, Inc. for a Combined Annual Amount of \$2,000,000.00 for the Property Management Department, the Water Department, the Neighborhood Services Department and the Park and Recreation Department (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council authorize Non-Exclusive Purchase Agreements for Remodeling Services with New World Industries, Inc.; Acciona Group LLC; Scott Tucker Construction Company, Inc.; Lookup Properties Inc.; R.D. Howard Construction, LLC; Woodrose Company, Inc.; and MMI General Contractors, Inc. for a combined annual amount of \$2,000,000.00 for the Property Management Department, the Water Department, the Neighborhood Services Department and the Park and Recreation Department.

DISCUSSION:

Property Management Department, the Water Department, Neighborhood Services and the Park and Recreation Department will use these Agreements to make and/or assist City crews in making minor alterations and repairs to City buildings.

It is recommended that multiple Agreements be awarded to the listed vendors to ensure additional assistance is available without a delay to work with the City schedules. Under these non-exclusive Agreements, the departments will request assistance according to lowest cost and availability.

The Invitation to Bid (ITB) consisted of detailed specifications for labor requirements. No guarantee was made that a specific amount of services would be purchased. Staff certifies that the recommended vendors bids meet specifications.

BID ADVERTISEMENT - This bid was advertised in the Fort Worth Star-Telegram on August 31, 2016, September 7, 2016, September 14, 2016, September 21, 2016 and September 28, 2016. One hundred nine vendors from the City's database system were solicited; seven responses were received.

BID TABULATION - See Attachment

PRICING ANALYSIS - The City has no comparable price history for minor alterations and repairs to City buildings. The pricing has been reviewed by Staff and deemed to be fair and reasonable based on current market values. No guarantee has been made that a specific amount of services would be purchased; however the Departments anticipate spending \$2,000,000.00 for the first year and in each of the following renewal years.

ADMINISTRATIVE CHANGE ORDER - An administrative change order or increase may be made by the City Manager in the amount of \$50,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

M/WBE OFFICE - A waiver of the goal for MBE/SBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office, in accordance with the BDE Ordinance; because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible. Additionally, New World Industries, Inc. and R.D. Howard, LLC are certified M/WBE firms.

AGREEMENT TERMS - Upon City Council approval, the Agreements will begin on December 14, 2016 and end on December 13, 2017.

RENEWAL OPTIONS - These Agreements may be renewed for up to four additional one-year terms at the City's option. This action does not require specific City Council approval provided that the City Council has appropriated sufficient funds to satisfy the City's obligations during the renewal term.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that funds are available within the current operating budgets, as appropriated, of the participating City departments and that prior to an expenditure being made, the departments have the responsibility to validate the availability of funds.

BQN\16-0161\BB

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by:

Jay Chapa (5804)

Originating Department Head:

Aaron Bovos (8517)

Additional Information Contact:

Jack Dale (8357)

Brandie Bingham (2278)

ATTACHMENTS

[1295 Form RD Howard 11.16.16.pdf](#)

[1295 Acciona Group LLC 10.14.16.pdf](#)

[1295 LookUp Properties 11.9.16.pdf](#)

[1295 MMI General Contractors Inc 11.7.16.pdf](#)

[1295 New World Industries 11.3.16.pdf](#)

[1295 Scott Tucker CC 10.19.16.pdf](#)

[1295 Woodrose Company Inc 11.4.16.pdf](#)

[16-0161 Bid Tabulation.pdf](#)

P.O. DATE: 6/13/2017



CITY OF FORT WORTH Purchase Order

Blanket Order Number
PO-17-00099641

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V E N D O R	Vendor Number: 0000030893
	Agency Vendor
	Fort Worth Texas
	Fort Worth, TX 76102

S H I P T O	PROPERTY MANAGEMENT
	MAIL INVOICE IN DUPLICATE TO:

INVOICES: Direct invoices in DUPLICATE to the address shown. STANDARD PURCHASING TERMS AND CONDITIONS set forth in the City of Fort Worth's Bid or Quotation, are incorporated herein by reference and become a part of this order.

Bid No.:		Payment Terms: Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0			
Item	Requisition #	Quantity	Unit	Unit Price	Total
1	Agreement authorized by the City Council on December 13, 2016, M & C P-11882 for the City. The agreement shall begin December 14, 2016 and end December 13, 2017 with options to renew for up to four (4) additional one-year periods exercised in accordance with the agreement specifications. All prices, terms and conditions of the agreement shall be as stated in Bid No. 16-0161. Upon accepting a release order from our user department/division for this agreement, please insure you are provided a purchase order number and a release number. Invoices must be mailed to the ordering department/division releasing service/commodity and the invoice shall contain: 1) Bid number; 2) Department Purchase Order Number; 3) Release Number; 4) Department Name; 5) Address where service/commodity was delivered. Class-Item 910-65				
2	Supervisor Regular Hours		HR	\$0.00	\$0.00
LN/FY/Account Code Dollar Amount //					
3	Class-Item 910-65 Skilled Laborer Regular Hours		HR	\$0.00	\$0.00
LN/FY/Account Code Dollar Amount //					
4	Class-Item 910-65 Helper Regular Hours		HR	\$0.00	\$0.00
LN/FY/Account Code Dollar Amount //					
Class-Item 910-65					

5	Miscellaneous parts and supplies		EA	\$0.00	\$0.00
	LN/FY/Account Code	Dollar Amount			
	//				
	Class-Item 910-25				
6	MISC ITEMS NOT LISTED ON PO		EA	\$0.00	\$0.00
	LN/FY/Account Code	Dollar Amount			
	//				
				TOTAL:	\$0.00

APPROVED:



By: Blanca Sanchez

Phone#: (817) 392-8354

BUYER

Lookup Properties, Inc.
 317 Diamond Ln.
 Burleson, TX 76028
 817-295-0823

New World Industries, Inc.
 P.O. Box #240
 Fort Worth, TX 76124
 817-319-4296

R.D. Howard, LC
 3863 South Freeway
 Fort Worth, TX 76110
 817-228-6276

Acciona Group, LLC
 14501 McCarran Ave., Apt 5
 Fort Worth, TX 76155
 954-661-0932

	Quantity	Unit	Cost to City	Total
Supervisor-Regular Hours	700	HR	\$53.00	\$38,500.00
Skilled Laborer-Regular Hours	1500	HR	\$45.00	\$67,500.00
Helper-Regular Hours	1500	HR	\$33.00	\$52,500.00
TOTAL				\$158,500.00

	Cost to City	Total
Supervisor-Regular Hours	\$75.00	\$17,500.00
Skilled Laborer-Regular Hours	\$18.00	\$27,000.00
Helper-Regular Hours	\$12.50	\$18,750.00
TOTAL		\$61,250.00

	Cost to City	Total
Supervisor-Regular Hours	\$48.00	\$33,600.00
Skilled Laborer-Regular Hours	\$35.00	\$52,500.00
Helper-Regular Hours	\$28.00	\$42,000.00
TOTAL		\$128,100.00

	Cost to City	Total
Supervisor-Regular Hours	\$40.00	\$28,000.00
Skilled Laborer-Regular Hours	\$22.00	\$33,000.00
Helper-Regular Hours	\$11.00	\$16,500.00
TOTAL		\$77,500.00

Woodrose Company, Inc.
 P.O. Box 123260
 Fort Worth, TX 76121
 817-377-4477

MMI General Contractors, Inc.
 P.O. Box 622
 Weatherford, TX 76086
 817-994-1763

Scott Tucker Construction Co., LLC
 508 S.Ja. Ave.
 Fort Worth, TX 76111
 817-332-9008

	Quantity	Unit	Cost to City	Total
Supervisor-Regular Hours	700	HR	\$65.00	\$45,500.00
Skilled Laborer-Regular Hours	1500	HR	\$55.00	\$82,500.00
Helper-Regular Hours	1500	HR	\$45.00	\$67,500.00
TOTAL				\$195,500.00

	Cost to City	Total
Supervisor-Regular Hours	\$45.00	\$31,500.00
Skilled Laborer-Regular Hours	\$25.00	\$37,500.00
Helper-Regular Hours	\$15.00	\$22,500.00
TOTAL		\$91,500.00

	Cost to City	Total
Supervisor-Regular Hours	\$26.94	\$18,858.00
Skilled Laborer-Regular Hours	\$24.77	\$37,155.00
Helper-Regular Hours	\$20.44	\$30,660.00
TOTAL		\$86,673.00



CITY OF FORT WORTH / PURCHASING DIVISION
 INVITATION TO BID NO. 18-0181
 CARPENTRY, MASONRY, AND REMODELING SERVICES
 BID CLOSING DATE: September 22, 2016
 For further information contact: Barton Clriot, Buyer
 FAX (817) 392-8440 barton.clriot@fortworthtexas.gov

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. Completed Bids: one (1) executed original and three (3) copies must be received in the Purchasing Office by 1:30 P.M. September 22, 2016, and then publicly opened and read aloud at 2:00 P.M. in the Council Chambers. Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth, and have the bid number, closing date, and company name clearly marked on the outside envelope. Bids should be mailed or hand delivered to the following address:

Purchasing Division, Lower Level, Municipal Building
 1000 Throckmorton Street
 Fort Worth, Texas 76102

Bids to be delivered by special courier (i.e. Federal Express, Special Delivery, etc.) are to be marked "**BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M.**" in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (____ days). I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid. Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas).

Company Name and Address	Vendor # 30919	Company's Authorized Agent
Lookup Properties Inc.		Russell Broome
317 Diamond Ln Burleson TX 76028		Signature: <i>[Signature]</i>
Federal ID Number (TIN) 90-0099598		Name and Title (Typed or Printed)
		Russell Broome, President/CEO
Social Security Number and Legal:		Date: 9-8-16
Company Name:	Lookup Properties	
Telephone Number:	817-295-0823	
Fax Number:		Email address: russell@lookupremodeling.com

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?
 Yes No

If you, the Vendor checked "Yes," the following will apply: Governmental entities utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale, JD, CPPO, CPPB
 Purchasing Manager



HOW TO REGISTER WITH THE CITY OF FORT WORTH

- ⇒ Visit www.fortworthtexas.gov
- ⇒ Click on *Departments*
- ⇒ Choose *Become A Vendor*
- ⇒ Review *Terms & Conditions*
- ⇒ Click *I Accept These Terms* to proceed
- ⇒ At next screen, click *No, I Want to Register*
- ⇒ Click *Register*
- ⇒ The first registration pop-up asks for your Federal ID# or Social Security Number and your company name. The company name **MUST** be the proper organization name and the same as on invoices you would present for payment to the City of Fort Worth.
- ⇒ Follow through the screens by clicking *Continue/Save* at the bottom of each screen. The last screen will ask for your *commodities* (products and/or services that can be provided to the City). This information is used to send quotes/bid opportunities to you by email and is also required in order to keep your account active.
- ⇒ Enter a key word search for unknown commodity codes (example: Janitorial)
- ⇒ An email address is required to register online
- ⇒ If you selected "Certified Minority" you will be requested to provide a copy of your Minority/Woman Owned Business certification
- ⇒ Email a copy of your company's IRS W-9 form to the City's vendor registration administrator at PurchasingBSO@fortworthtexas.gov. Your registration will not be activated until a completed W-9 is received and verified. Completed W-9s may also be faxed to the vendor registration administrator at 817-392-7254.

Congratulations, you've registered!! You will receive an email with your registration confirmation.

For any changes/edits to your vendor profile please email the vendor registration administrator at PurchasingBSO@fortworthtexas.gov

The City of Fort Worth prefers to make vendor payments by direct deposit to vendors' checking/savings accounts or by procurement credit card. The direct deposit process is called Automated Clearing House Transfer (ACH). Advantages of ACH are:

Gives vendors use of the funds one business day **AFTER** the transfer has taken place.
Vendors receive an e-mail showing the invoices being paid by the transfer.
Invoices approved for payment by 3:00 p.m. will be transferred same day and will reach the vendors' bank accounts by the next business day.

To register for ACH service please visit <http://fortworthtexas.gov/purchasing/>, click on the link titled "Automated Clearing House Setup", download, complete and submit the two ACH forms.

To register for credit card invoice payments, please contact Jack Dale, Purchasing Manager, by email at jack.dale@fortworthtexas.gov.

**CITY OF FORT WORTH
PURCHASING DIVISION
INSTRUCTIONS TO BIDDERS**

1.0 SOLICITATION

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 EXPLANATIONS OR CLARIFICATIONS

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 2.2 Requests for explanations or clarifications may be faxed to the City's Purchasing Division at (817) 392-8440. The fax must clearly identify the Buyer's name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 **Unauthorized Communications:** Bidders' contact regarding this Invitation to Bid (ITB) with employees or officials of the City other than the Purchasing Manager, the Minority and Women Business Enterprise (M/WBE) Office, or as otherwise indicated in the ITB is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. Any violation of this prohibition may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this ITB.

3.0 PRE-BID CONFERENCE

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.

- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
- 4.5.1 Bids shall be firm priced offers unless otherwise specified.
- 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
- 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
- 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
- 4.7.1 To be an acceptable surety on the bond:
- 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
- 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.
- 4.9 **Proprietary Information:**
- 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
- 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
- 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

- 4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 **Payments:** All payment terms shall be "Net 30 Days" unless otherwise specified in the bid document.
- 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <http://www.fortworthgov.org/departments/>, click on "Automated Clearing House Setup" under "Auctions and Vendor Information"

5.0 **SUBMISSION OF BIDS**

- 5.1 **Copies:** Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.
- 5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
- 5.2.1 The signed Offer and Award Sheet;
- 5.2.2 The Bid Sheet; and
- 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.
- 5.3 **Addenda:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.4 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 **MODIFICATION OR WITHDRAWAL OF BIDS**

- 6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- 6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 **OPENING OF BIDS**

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 **EVALUATION FACTORS AND AWARD**

- 8.1 **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most

- advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.
- 8.2 **Award:** The City will award contracts to the bidder who offers represents the "best value" to the City, price and other factors considered. The specific award strategy and evaluation factors will be stated in the specifications included in this ITB.
- 8.2.1 The following criteria may be considered to determine the best value (see section 262.043 of the Texas Local Government Code):
- 8.2.1.1 Purchase Price;
 - 8.2.1.2 Reputation of the bidder and of the bidder's goods or services;
 - 8.2.1.3 Quality of the bidder's goods or services;
 - 8.2.1.4 Extent to which the goods or services meet the City's needs;
 - 8.2.1.5 Bidder's past relationship with the City;
 - 8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
 - 8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services;
 - 8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.
- 8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.
- 8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.
- 8.4 **Reservations:** The City expressly reserves the right to:
- 8.4.1 Specify approximate quantities in the Solicitation;
 - 8.4.2 Extend the Solicitation opening date and time;
 - 8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
 - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
 - 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
 - 8.4.6 Add additional terms or modify existing terms in the Solicitation;
 - 8.4.7 Reject a bid because of unbalanced unit prices bid;
 - 8.4.8 Reject or cancel any or all Bids;
 - 8.4.9 Reissue a Solicitation;
 - 8.4.10 Procure any item by other means; and/or
 - 8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 **POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**

- 9.1 **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 **Minority Business Enterprise (MBE) Documents:** If an MBE goal has been established for the bid, the applicable documents must be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.
- 9.4 **Certificate of Interested Parties Form 1295:** The successful bidder is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation before the purchase/contract will be presented to the City Council. The form may be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

10.0 **PROTEST PROCEDURE**

- 10.1 Vendors who respond to Invitations to Bid have the right to protest the solicitation process or the bid award if they believe that there has been any impropriety or unfair criteria in the process.
- 10.2 The vendor must submit any protest in writing to the Purchasing Manager within 14 days after the vendor knows, or should have known, of the facts relating to the proposed action or award.
- 10.3 The Purchasing Manager, or designee, is authorized to resolve a protest concerning a purchasing action through telephone discussions, mail, email or in person meetings with the protesting vendor.
- 10.4 After discussions or meetings, the Purchasing Manager or designee will issue a decision in writing, state the reasons for the action taken and inform the protesting vendor of the right to review by a panel made up of City staff.
- 10.5 A City protest review panel will consist of an Assistant City Attorney, a representative of the operating department, the Purchasing Manager and any other appropriate personnel or employees of the operating department.
- 10.6 If the panel is unable to resolve the protest, or if the panel makes a decision with which the vendor does not agree, the protesting vendor will be invited to attend the City Council meeting at which the recommended award is to be presented to the City Council and make known his/her concerns. The protesting vendor will be instructed to arrive prior to the start of the City Council meeting and complete a card requesting to speak concerning the particular Mayor and Council Communication document (M&C) in question.
- 10.6.1 Vendors wishing to speak before the City Council should review the rules for registering to appear before City Council located at: <http://fortworthtexas.gov/citysecretary/info/default.aspx?id=2914> on the City's website.

Revised January 4, 2016

BID SOLICITATION

Printed: 09/08/2018

BID OPENING DATE AND TIME: 9/22/2018 1:30:00 PM BID NUMBER: 18-0161
BUYER: Barton Ctrol PHONE #: (817)392-8354

VENDOR	Vendor Name: <u>Lockup Properties INC</u>
	Address: <u>317 Diamond Ln</u>
	City, State Zip Code: <u>Burleson TX 76028</u>

SHIP TO	City of Ft Worth
	PMD FACILITIES
	6001 James Ave, Ste 401 FORT WORTH TX 76116

Item	Class-Item	Quantity	Unit	Unit Price	Total
The City of Fort Worth is seeking an annual agreement for Carpentry, Masonry, and Remodeling Services. The agreement will be for one, one-year period with options to renew for up to four additional one-year periods. Note: Materials used will be cost plus ten (10) percent markup. Equipment Rental Fees to be included on the estimate provided to requestor.					
1.000	Supervisor Regular Hours	700	HR	<u>55.00</u>	<u>38,500</u>
2.000	Skilled Laborer Regular Hours	1500	HR	<u>45.00</u>	<u>67,500</u>
3.000	Helper Regular Hours	1500	HR	<u>35.00</u>	<u>52,500</u>
				TOTAL:	<u>158,500</u>

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 90 DAYS.

TERM OF PAYMENT:	<u>NET 30</u>	COMPANY:	<u>Lockup Properties</u>
DELIVERY:	<u>Credit Card or Check</u>	SIGNATURE:	<u>[Signature]</u>
TELEPHONE NUMBER:	<u>817-295-0823</u>	NAME AND TITLE:	<u>Russell Croome - President</u>

SPECIFICATIONS FOR MINOR CARPENTRY, MASONRY AND REMODELING

1.0 INTENT

The intent of this specification is to describe the minimum requirements necessary to establish an annual agreement between the City of Fort Worth (City) and qualified vendors for the provision of minor carpentry, masonry and remodeling services on as needed basis.

2.0 PURPOSE

To select the vendor(s) who will make and/or assist City Crews in making minor alterations and repairs to City buildings and/or private residences. The work may include carpentry, concrete work, masonry, painting and other miscellaneous minor repair services.

3.0 SCOPE OF WORK

- 3.1 The successful bidder(s), hereinafter called "Contractor" shall furnish labor and materials as requested by authorized City employees on an as-needed basis.
- 3.2 The City does not guarantee it will purchase specific quantities at any time during the agreement period.
- 3.3 Labor shall be charged at a fixed hourly rate
- 3.3.1 Time will begin upon arrival at jobsite. No travel time will be charged.
- 3.3.2 Contractor shall sign in and out with a City Representative.
- 3.4 The City reserves the right to supply all or part of the material and equipment for all jobs.
- 3.4.1 The City may request the Contractor to purchase material and bill the City at the Contractor's cost plus the percentage markup as stated in the bid. Contractor must furnish proof of cost (copies of invoices) for any material charged to the City.
- 3.5 Jobs may require an estimate or bid. If required, the estimate/bid will be for budgeting purposes only. All works must be billed based on time actually work to the nearest quarter hour and material.
- 3.5.1 Estimates, when requested, must be submitted within five (5) business days.
- 3.5.2 Jobs must be scheduled within five (5) business days after receipt of purchase order.
- 3.6 Contractor work shall be scheduled between normal business hours, 8:00 am – 5:00 pm, Monday – Friday.
- 3.6.1 Labor that is requested outside of normal business hours will be charged at 1.5 times the normal rate.
- 3.6.1 No night or weekend work will be allowed without authorization from a City representative.
- 3.7 If Contractor is called after hours for an emergency repair or on holidays the Contractor must return City representative's phone call within ONE hour.
- 3.7.1 Emergency repairs must be stated within four (4) hours of Facilities Initial request for service.
- 3.7.2 Emergency repair labor may be charged at 1.5 times the normal rate.

- 3.8 All work must meet building codes and must be permitted and inspected as required by the City of Fort Worth.
- 3.9 Contractor will be responsible for obtaining required permits and inspections.
 - 3.9.1 Required permits may be billed to the City, no markup or permit costs will be permitted.
- 3.10 Upon completion project area must be cleaned of trash, excess building material, etc., to broom clean condition
- 3.11 If Contractor damages City owned property, the Contractors shall repair or replace the item at the City's discretion.
- 3.12 Materials shall be billed at cost plus 10% (maximum) mark-up.
- 3.13 Equipment Rental fees shall be included on the estimate provided to requestor.

4.0 **MANUFACTURERS**

References to brands and manufacturers' names are for the purpose of brevity in establishing type and quality of materials required and is not meant to exclude other products of equal or greater quality and characteristics.

5.0 **BIDDER'S QUALIFICATIONS AND REQUIREMENTS**

- 5.1 A prospective bidder must prove to the Purchasing Manager that they are duly qualified and capable to fulfill and abide by the requirements listed herein. Bid packages, which are incomplete, lack required documentation or are illegible can be considered non-responsive and can be rejected.
- 5.2 Bidder's company shall be well established and in business for a minimum of five (5) consecutive years.
- 5.3 Bidder shall provide a reference list of a minimum of four (4) current customers, three (3) of the references must have been a continuous service customer for at least two (2) years (see References Page; Attachment C).
- 5.4 Because work may be performed in areas requiring Criminal Justice Information System (CJIS) clearance the selected Contractor must have workers with the ability to obtain CJIS clearance. It will be the Contractor's responsibility to have workers fingerprinted and cleared through the Fort Worth Police Department. The contractor must furnish a list of employees who have been CJIS cleared. Under no circumstances will a worker who has not been CJIS cleared be allowed to work without a CJIS cleared escort in areas where CJIS clearance is required.

6.0 **BID SUBMITTAL**

- 6.1 Bid packages, which are incomplete, lack required documentation or are illegible may be considered non-responsive and can be rejected.
- 6.2 Documents that must be submitted as part of bidders response are:
 - 6.2.1 Completed and signed Invitation to Bid Cover Page;
 - 6.2.2 Completed and signed Bid Solicitation Page;
 - 6.2.3 Conflict of Interest form, Attachment A;
 - 6.2.4 Local Bidders Principal Place of Business (if applicable), Attachment B;
 - 6.2.5 References. Attachment C;

7.0 **CONTRACTOR SELECTION**

- 7.1 A contract pursuant to this solicitation, if awarded, shall be based on the lowest priced bidder(s) meeting or exceeding the requirements and qualifications stated within this document. The City's evaluation will consider price, past performance with other government and/or private entities and/or with the City itself, experience, company

- stability/years in business and compliance with all legal and other bidder requirements as stated in this document
- 7.2 Bidder shall show to be responsible and responsive, possessing the potential ability to perform successfully under the terms and conditions specified herein.
- 7.2.1 A responsive bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specification.
- 7.2.2 A responsible bidder is defined to be one who demonstrates via responses to the selection criteria his/her ability to successfully deliver the supplies, equipment, or services being procured.
- 7.3 The City reserves the right and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation like size or private corporations during the past two-year period.
- 7.3.1 Such precautions are deemed to be in the public interest inasmuch as Contractor failure or inability to furnish items within the prescribed time can create emergency situations and impose unnecessary hardship on both the City as a municipal corporation and the public at large.

8.0 CONTRACT AWARD AND ISSUANCE

- 8.1 Bids will be evaluated based on the lowest responsive and responsible bidder(s) complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it.
- 8.2 In order for the City to receive adequate coverage on its requirements as specified in the solicitation, the City reserves the right to make multiple awards.
- 8.3 The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City.
- 8.4 The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature.
- 8.5 The contract, if awarded from this bid, shall be an annual purchase agreement.
- 8.6 The Contractor will be issued a blanket purchase order for the initial term of the agreement.
- 8.6.1 The initial term shall be one (1) year from the date of approval by the Fort Worth City Council.
- 8.7 This agreement may be renewed for up to four (4) additional one-year terms by mutual agreement of the parties.
- 8.8 Upon expiration of the initial term or period of extension, Contractor agrees to extend the current agreement, under the same terms and conditions, for a reasonable period of time as to re-solicit the contract, not to exceed ninety (90) days.

9.0 **INSURANCE**

9.1 The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. The Contractor shall maintain the following insurance coverages at all times while the agreement resulting from this bid is in effect:

9.1.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits.

9.1.1.1 \$100,000 Each Accident

9.1.1.2 \$100,000 Disease - Each Employee

9.1.1.3 \$500,000 Disease - Policy limit

9.1.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

9.1.2.1 \$1,000,000 Each Occurrence

9.1.2.2 \$2,000,000 Annual Aggregate

9.1.3 Auto Liability Insurance shall be provided as follows:

9.1.3.1 \$1,000,000 Combined Single Limit Each Accident

9.2 Additional Insurance Information:

9.2.2 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.

9.2.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.

9.2.4 Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. Ten (10) days notice shall be acceptable in the event of non-payment of premium.

9.2.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.

9.2.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.

9.2.7 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.

9.2.8 Workers' compensation insurance policy(s) covering employees of the Contractor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.

9.2.9 City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

9.2.10 Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.

- 9.2.11 While the purchase agreement is in effect, Contractor shall report, in a timely manner, to the Purchasing Division any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 9.2.12 Contractor's liability shall not be limited to the specified amounts of insurance required herein.
- 9.2.13 Upon the request of City, Contractor shall provide complete copies of all insurance policies required by these agreement documents.

10.0 RESTOCKING EXCHANGES AND RETURNS

- 10.1 There will be no restocking charge to the City for return or exchange of any stock item purchased under the terms of this Contract.
- 10.2 If the City wishes to return items purchased under this Contract, Contractor agrees to exchange or credit during the term of the Contract, these items for other items under this Contract, with no additional charge incurred.
- 10.3 Items must be returned/exchanged to Contractor within 30 days from date of delivery.
 - 10.3.1 This return and exchange option shall extend for thirty days following the expiration date of the Contract.
 - 10.3.2 If there is a price difference between the items exchanged, Contractor shall invoice the City for increase price or provide the City with a credit or cash refund, whichever is applicable.
 - 10.3.3 On items returned, the Contractor will issue a credit to the City.
 - 10.3.3.1 All items returned by the City must be unused and in the same merchantable condition as when received.
 - 10.3.4 Items that are special ordered by the City and/or not normally stocked by the Contractor may be returned only upon approval of the Contractor.

11.0 INVOICING

- 11.1 Each invoice shall indicate the service provided, items or services, quantities, unit prices, extended prices purchase order release numbers and the name of the department and/or division requesting the service. It is the Contractor's responsibility to obtain a Purchase Order release number before agreeing to deliver any products or services.
 - 11.1.1 Hourly rates shall be invoiced to the nearest ¼ hour.
- 11.2 All invoices shall be submitted directly to the department placing the order. It is the responsibility of the Contractor to get the name of the responsible person, telephone numbers and address of the department at the time the service is requested. The Ordering Department shall issue a purchase order number to the Contractor prior to the ordering process.

12.0 LAWS, REGULATIONS, AND ORDINANCES

The Contractor shall be responsible for meeting all Federal: laws, ordinances and regulations; State: laws, ordinance and regulations; County: laws, ordinances and regulations; and City: laws, ordinances, and regulations for safety of people, environment, and property. This includes, but is not limited to, all Federal, State, County, and City Agencies, Administrations and Commissions such as the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Texas Commission on Environmental Quality (TCEQ). In the event any law, regulation or ordinance becomes effective after the start of this Agreement, the Contractor is required to comply with new policy. Any mandates requiring the City to comply with new guidelines will also require the Contractor to comply.

13.0 **QUANTITIES**

The quantities listed on the bid solicitation are only estimates based on previous usage and do not indicate intent to purchase or a guarantee of future business. The City of Fort Worth is obligated to pay for only those materials and services actually ordered by an authorized City employee providing a purchase order number and a release number and then received as required and accepted by the City.

14.0 **PERFORMANCE**

Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Vendor's obligation with respect to such performance shall continue in full force and effect.

15.0 **COMPLAINTS**

Complaints processed through the City Purchasing Division are to be corrected within fourteen (14) days of formal notice of complaint. Written response to the Purchasing Division is required. Failure to properly resolve complaints within the fourteen (14) calendar day time period may result in the cancellation of the applicable line item(s) in the price agreement.

16.0 **UNIT PRICE ADJUSTMENT**

16.1 The unit prices may be adjusted for increases or decreases in Contractor's cost during the renewal period but before the effective date of the renewal upon written request from the Contractor.

16.2 At the time the City exercise the renewal options, the Contractor may request a rate adjustment in an amount not to exceed the current Producer Price Index (PPI) rate of the original contract rate price or subsequent renewal rate price.

16.3 The Contractor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Contractor shall provide written proof of cost increases with price adjustment request.

16.4 If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.

16.5 Prices bid shall remain firm for each one-year term of the Agreement and shall include all associated freight and delivery costs.

16.6 Prices offered shall be used for bid analysis and for Agreement pricing. In cases of errors in extensions or totals, the unit prices offered will govern.

16.7 Upon expiration of the Agreement term the Contractor agrees to hold over under the terms and conditions of this Agreement for a reasonable period of time to allow the city to re-let an agreement, not to exceed ninety (90) days. Contractor will be reimbursed for this service at the prior agreement rate(s). Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extends beyond and survives the expiration or termination of this contract.

16.8 Goods and/or services shall not be suspended by the Contractor without a 30 day prior written notice to the Purchasing Manager.

17.0 **DELIVERY**

- 17.1 Delivery shall be F.O.B. Destination and all other delivery charges shall be included in the unit price. No additional charges for expenses, freight, mileage, time, or similar items will be accepted or paid by the City.
- 17.2 The person placing an order will provide delivery and billing information.
- 17.3 Orders and deliveries will be made as needed to various locations as instructed by authorized City personnel.
- 17.4 There may be instances when the Contractor may be asked to accelerate delivery of an order(s) due to extenuating circumstances. When this occurs, the Contractor will be expected to provide this service at no additional cost.
- 17.5 Some deliveries will require the Contractor to have a pallet jack on board to move the pallets to different locations.

18.0 **WARRANTY**

- 18.1 The Contractor shall provide a warranty to include at a minimum, but not limited to the following:
- 18.1.1 In addition to any other warranties in this contract, the Contractor warrants that all work and products supplied under this contract conforms to the contract requirements and is free from any defect in workmanship, equipment, material, or design furnished by the Contractor or any subcontractor or supplier at any tier.
- 18.1.2 Contractor agrees to repair or replace promptly, on a one-for-one basis without additional cost to the City of Fort Worth, any and all defective work and products. The City defines "prompt" repair or replacement to be within twenty-four (24) hours after notification by authorized City personnel.
- 18.1.3 This warranty shall continue for a period of 90 days from date of acceptance of products and work by the City.
- 18.1.4 The Contractor shall remedy at the vendor's expense any non-conforming or defective products or work. In addition, the Contractor shall remedy at Vendor's expense any damage to real or personal property owned by the City of Fort Worth, when that damage is the result of a defect of products furnished.
- 18.1.5 The Contractor's warranty with respect to products repaired or replaced will run for 90 days from date of installation and acceptance of such by the City.
- 18.1.6 The City of Fort Worth shall notify the Contractor, within a reasonable time after the discovery of any failure, defect, or damage.
- 18.1.7 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the City of Fort Worth shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 18.2 This warranty shall not include failures attributable to accident, fire, or negligence on the part of City personnel.

19.0

QUESTIONS

Questions, explanations or clarifications desired by a bidder regarding any part of the bid must be requested in writing from the Purchasing Division not less than five (5) business days before the bid opening date. Interpretations, corrections or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely on such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Agreement are not binding. Request can be sent to the following:

- 19.1 Barton Clriot, Buyer, barton.clriot@fortworthtexas.gov
- 19.2 City of Fort Worth Purchasing Division
Attention: Barton Clriot, ITB No. 16-0161
1000 Throckmorton Street
Fort Worth, Texas 76102
- 19.3 Facsimile: (817) 392-8440, Attention: Barton Clriot

CITY OF FORT WORTH, TEXAS
STANDARD PURCHASING TERMS AND CONDITIONS

1.0 **DEFINITION OF BUYER**

The City of Fort Worth, its officers, agents, servants, authorized employees, vendors and subvendors who act on behalf of various City departments, bodies or agencies.

2.0 **DEFINITION OF SELLER**

The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, vendors and subvendors who act on behalf of the entity under a contract with the City of Fort Worth.

3.0 **PUBLIC INFORMATION**

Any information submitted to the City of Fort Worth (the "City") may be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

5.0 **ORDERS**

5.1 No employees of the Buyer or its officers, agents, servants, vendors or subvendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 **SELLER TO PACKAGE GOODS**

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

- 7.0 **SHIPMENT UNDER RESERVATION PROHIBITED**
Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.
- 8.0 **TITLE AND RISK OF LOSS**
The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.
- 9.0 **DELIVERY TERMS AND TRANSPORTATION CHARGES**
Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- 10.0 **PLACE OF DELIVERY**
The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.
- 11.0 **RIGHT OF INSPECTION**
Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.
- 12.0 **INVOICES**
- 12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.
- 12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.
- 13.0 **PRICE WARRANTY**
- 13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's bid, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing commercial or breach or violation of this warranty. Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

14.0 **PRODUCT WARRANTY**
Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

15.0 **SAFETY WARRANTY**
Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 **SOFTWARE LICENSE TO SELLER**
If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

17.0 **WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY**
Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

18.0 **OWNERSHIP OF WORK PRODUCT**
Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of

Its vendors hereby waives any properly interest in such Work Product.

19.0 **NETWORK ACCESS**

The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City's Network Access Agreement prior to providing such services. A copy of the City's standard Network Access Agreement can be provided upon request.

20.0 **CANCELLATION**

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 **TERMINATION**

The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 **ASSIGNMENT / DELEGATION**

No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 **WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 **MODIFICATIONS**

This contract can be modified or rescinded only by a written agreement signed by both parties.

25.0 **THE AGREEMENT**

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform

Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 **APPLICABLE LAW / VENUE**

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

27.0 **INDEPENDENT VENDOR**

Seller shall operate hereunder as an independent vendor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub-vendors. The doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and subvendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and subvendors.

28.0 **INDEMNIFICATION / LIABILITY**

SELLER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS, AND DEFEND BUYER, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENCE ACT, OMISSION, ANY ACT OR OMISSION TRIGGERING STRICT LIABILITY, THE VIOLATION OF ANY LAW OR REGULATION, OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBVENDORS, AND SELLER DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AS A RESULT OF ANY NEGLIGENCE ACT, OMISSION OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBVENDORS.

29.0 **SEVERABILITY**

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

30.0 **FISCAL FUNDING LIMITATION**

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31.0 **NOTICES TO PARTIES**

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to

Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton Street, Fort Worth, Texas 76102. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 **NON-DISCRIMINATION**

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, vendors or subvendors, have fully complied with all provisions of same and that no employee, participant, applicant, vendor or subvendor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, vendor or subvendors herein.

33.0 **IMMIGRATION NATIONALITY ACT**

The City of Fort Worth actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

34.0 **HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS**

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

35.0 **RIGHT TO AUDIT**

Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

36.0 **DISABILITY**

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subvendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subvendors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and

local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subvendors against Buyer arising out of Seller's and/or its subvendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0

DISPUTE RESOLUTION

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

ATTACHMENT A – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, use N/A in each of the areas on the form. However, a signature is required in the #7 box in all cases.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.
Lookup Properties INC

2 Check this box if you are filing an update to a previously filed questionnaire.
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.
N/A
Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?
 Yes No N/A

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

[Signature]
Signature of vendor doing business with the governmental entity

9-8-16
Date

Adopted 8/7/2015

ATTACHMENT B

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Section 2-14 of the Fort Worth Code of Ordinances authorizes the City Council, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the corporate limits of the City of Fort Worth and whose bid is within 3 or 5 percent of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality.

Requests to be considered a local business must be submitted on this form with bid packages to be considered by the City of Fort Worth. Questions should be addressed to the Purchasing staff listed in the bid or request package.

The Fort Worth City Council requires the following information for consideration of location of a bidder's principal place of business. Add additional sheets if needed to provide this information.

1. Locational Eligibility: Principal Place of Business in Fort Worth, Texas.

a. Do you have a Fort Worth office? If yes, identify address:

N/A

b. What percentage of estimated gross company sales (worldwide) are sales originating in Fort Worth? "Originating in Fort Worth" shall mean payable at the Fort Worth office. [must exceed 50%] _____

2. Economic Development opportunities resulting from contract.

a. Number of Fort Worth resident-employees? _____

b. Amount of City of Fort Worth ad valorem taxes (real and business personal property) paid by company (for prior tax year — Fort Worth office or former location, if Fort Worth office is newly-established)? _____

Certification of Information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Loops Properties
(Company Name)

9-9-16
(Date)

[Signature]
(Signature)

Russell Brannon
(Printed Name and Title)

LOOKUP PROPERTIES INC

317 Diamond Ln Ste A Burleson, TX 76028
817-295-0623/Russell@lookupremodeling.com
www.lookupremodeling.com

Finally... Excellence That is Tangible"

References:

1. SFI – Senior Freedom Inc.

Lawrence Berggoetz, President
682-558-0325
Lawrence@srfreedom.com

2. Texas Lending

Peggy Loar
214-550-5188
polar@texaslending.com

3. City of Fort Worth-Water departments

- a. Rick Davis-Field Ops Superintendent
817-454-3719 - rick.davis@fortworthtexas.gov
- b. Virginia Meza – Water Services Supervisor
817-392-2244 – Virginia.meza@fortworthtexas.gov
- c. Vic McDonald – Expediter
817-392-8309 – victor.mcdonald@fortworthtexas.gov

4. United Way/Area Agency on Aging of Tarrant County

- a. Crystal Johnson – Support Services Manager
817-258-8076 – Crystal.Johnson@unitedwaytarrant.org

5. North Central Texas Council of Governments

- a. Doni Green -Director of Aging Programs
Phone: 817-695-9193/Fax: 817-695-9274/ Doni Green <DGreen@nctcog.org>

ATTACHMENT C
REFERENCES

See next page →

Bidders shall furnish the following information with their bid, for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this ITB.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____
Fax Number () _____
2. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____
Fax Number () _____
3. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____
Fax Number () _____
4. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____
Fax Number () _____
5. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____
Fax Number () _____

LOOKUP PROPERTIES INC

317 Diamond Ln Ste A Burleson, TX 76028
817-295-0823/Russell@lookupremodeling.com
www.lookupremodeling.com

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Lawrence@srfreedom.com

2. Texas Lending

Peggy Loar
214-550-5188
polar@texaslending.com

3. City of Fort Worth-Water departments

- a. Rick Davis-Field Ops Superintendent
817-454-3719 - rick.davis@fortworthtexas.gov
- b. Virginia Meza – Water Services Supervisor
817-392-2244 – Virginia.meza@fortworthtexas.gov
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- a. Crystal Johnson – Support Services Manager
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- a. Doni Green -Director of Aging Programs
Phone: 817-695-9193/Fax: 817-695-9274/ Doni.Green@nctcog.org

2.8

STATE OF TEXAS §

COUNTY OF ELLIS §

Services Agreement for the Provision of Minor Carpentry, Masonry and Remodeling

This Services Agreement (the "Agreement") is made by and between the COUNTY OF ELLIS, Texas ("COUNTY") and Lookup Properties Inc. ("Vendor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, County and the City of Fort Worth ("Fort Worth") entered into a Cooperative Purchasing Interlocal Agreement on September 27th, 2011 (Contract No. 42330) authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code under which Fort Worth would act as purchasing agent for the purchase of various goods and services using annual contracts (bids) ("Interlocal Agreement"); and

WHEREAS, Fort Worth put out Bid No. 13P16-0161 ITB: "Remodeling Services BBPMD" for Non-Exclusive Purchase Agreements for Remodeling Services on August 31, 2016, September 7, 2016, September 14, 2016 and September 28, 2016 ("Bid No. 13P16-0161"), which is more fully set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Fort Worth awarded Bid No. 13P16-0161 to New World Industries, Inc.; Acciona Group LLC; Scott Tucker Construction Company, Inc.; Lookup Properties Inc.; R.D. Howard Construction, LLC; Woodrose Company, Inc.; and MMI General Vendors, Inc.; and

WHEREAS, pursuant to the City of Fort Worth's Contract with Lookup Properties, Inc. (Bid No. 13P16-0161), the contract allows for the use of the contract by other political jurisdictions through the execution of an interlocal agreement; and

WHEREAS, County desires to engage the services of Lookup Properties Inc. ("Vendor") as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Vendor desires to render annual minor carpentry, masonry and remodeling services for Ellis County at the set prices as more fully described in Exhibit "B" attached hereto; and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Term

This Agreement shall commence on the last date of execution hereof ("Effective Date") and shall continue for a period of (1) year, unless sooner terminated as provided herein.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

- A. This Agreement;
- B. Fort Worth Bid No. 13P16-0161 (attached as Exhibit "A");
- C. Vendor's Pricing (attached as Exhibit "B"); and
- D. Vendor's insurance and bonding requirements (attached as Exhibit "C").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents".

Article III
Purpose

Vendor will make and/or assist County in making minor alterations and repairs to County buildings. The work may include carpentry, concrete work, masonry, painting and other miscellaneous minor repair services.

Article IV
Scope of Work

4.1 Vendor shall furnish labor and materials as requested by authorized County employees on an as-needed basis.

4.2 The County does not guarantee it will purchase specific quantities at any time during the agreement period.

4.3 Labor shall be charged at a fixed hourly rate

4.3.1 Time will begin upon arrival at jobsite. No travel time will be charged.

4.3.2 Vendor shall sign in and out with a County Representative.

4.4 The County reserves the right to supply all or part of the material and equipment for all jobs.

4.4.1 the County may request the Vendor to purchase material and bill the County at the Vendor's cost plus percentage markup as stated in Exhibit B. Vendor must furnish proof of costs (copies of invoices) for any material changed to the County.

4.5 Jobs may require an estimate or bid. If required, the estimate/bid will be for budgeting purposes only. All works must be billed based on time actually work to the nearest quarter hour and material.

4.5.1 Estimates, when requested, must be submitted within five (5) business days,

4.5.2 Jobs must be scheduled within five (5) business days after receipt of purchase order.

4.6 Vendor work shall be scheduled between normal business hours, 8am – 5pm, Monday – Friday.

4.6.1 Labor that is requested outside of normal business hours will eb charged at 1.5 times the normal rate.

4.6.2 No night or weekend work will be allowed without authorization from a County representative.

4.7 If Vendor is called after hours for an emergency repair or on holidays the Vendor must return County representatives phone call within ONE hour.

4.7.1 Emergency repairs must be stated within four (4) hours of County’s initial request for service.

4.7.2 Emergency repair labor may be charged at 1.5 times the normal rate.

4.8 All work must meet building codes and must be permitted and inspected as required by the County and responsible City.

4.9 Vendor will be responsible for obtaining required permits and inspections.

4.9.1 Required permits may be billed to the County, no markup or permit costs will be permitted.

4.10 Upon completion project area must be cleaned of trash, excess building material, etc., to broom clean condition.

4.11 If Vendor damages County owned property, the Vendor shall repair or replace the item at the County’s discretion.

4.12 Materials shall be billed at cost plus 10% (Maximum) markup.

4.13 Equipment rental fees shall be included on the estimate provided to requestor.

Article V Compensation

5.1 Vendor shall provide services at the pricing rates specifically set forth in Exhibit "B". At no time shall services exceed an annual amount of \$2,000,000.

5.2 County shall pay Vendor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Vendor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article VI
Devotion of Time; Personnel; and Equipment

6.1 Vendor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the County require additional services not included under this Agreement, Vendor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the County, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Vendor to perform the services under this Agreement, Vendor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Vendor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Vendor.

6.3 Vendor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII
Suspension of Work

County shall have the right to immediately suspend work by Vendor if County determines in its sole discretion that Vendor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Vendor shall be suspended until Vendor has taken satisfactory corrective action.

Article VIII
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Vendor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article IX
Insurance**

Vendor shall provide and maintain for the duration of this Agreement and, for the benefit of the County (naming the County and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit "C". Vendor shall provide a signed Certificate of Insurance verifying that Vendor has obtained the required insurance coverage for the County prior to the Effective Date of this Agreement.

**Article X
Indemnification**

10.1 VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM VENDOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE VENDOR, EXCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF VENDOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBVENDORS, LICENSEES, INVITEES AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE COUNTY AND VENDOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE COUNTY FROM THE CONSEQUENCES OF VENDOR'S OWN NEGLIGENCE.

10.3 VENDOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBVENDORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY OF WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBVENDORS, LICENSEES, INVITEES OR OTHER PERSONS ASSOCIATED WITH THE VENDOR.

10.4 VENDOR AGREES TO INDEMNIFY AND SAVE THE COUNTY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBVENDORS, LABORERS, WORKERS, MECHANICS, MATERIAL MEN AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE COUNTY SO DESIRES, VENDOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

10.5 COUNTY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY VENDOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE COUNTY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF VENDOR'S OBLIGATION TO DEFEND THE COUNTY OR AS A WAIVER OF VENDOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. VENDOR SHALL RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT THE COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF VENDOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND VENDOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE COUNTY.

Article XI Termination

11.1 Termination for Cause. County may terminate this Agreement, with or without cause, by giving Vendor thirty (30) days prior written notice. In the event of such termination, Vendor shall be entitled to compensation for any services completed to the reasonable satisfaction of the County in accordance with this Agreement prior to such termination.

11.2 Termination for Default. County shall terminate this Agreement immediately in the event Vendor fails to: (i) meet delivery schedules or (ii) otherwise conform to the specifications under this Agreement. Breach of contract or default authorizes the County to award the Agreement to another Vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting Vendor.

Article XII
Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.2 Assignment. Vendor may not assign this Agreement in whole or in part without the prior written consent of the County. In the event of an assignment by Vendor to which the County has consented, the assignee shall agree in writing with the County to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

12.7 Independent Vendor. It is understood and agreed by and between the Parties that Vendor, in satisfying the conditions of this Agreement, is acting independently, and that the County assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Vendor pursuant to this Agreement shall be in the capacity of an independent Vendor, and not as an agent or employee of the County. Vendor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If Intended for County, to:

County of Ellis
Attn: E.J. Harbin, Ellis County Purchasing Office

101 W. Main St., Suite 203
Waxahachie, Texas 75165
Phone: (972) 825-5118

With Copy to:

Patrick Wilson
Office of the Ellis County and
District Attorney

109 S. Jackson St.
Waxahachie, TX, 75165
Phone: (972) 825-5035

If Intended for Vendor, to:

Lookup Properties Inc.
Attn: Russell Broome
Chief Executive Officer
317 Diamond Lane
Burleson, Texas 76028
Phone: (817)658-6743

12.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.11 Audits and Records. Vendor agrees that during the term hereof, the County and its representatives may, during normal business hours and -as often as deemed necessary, inspect, audit, examine and reproduce any and all of Vendor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by County or date of termination if sooner.

12.12 Conflicts of Interests. Vendor represents that no official or employee of County has any direct or indirect pecuniary interest in this Agreement.

12.13 Compliance with Federal, State & Local Laws. Vendor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or

indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.15 Prohibition of Boycott Israel. Vendor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

EXECUTED this _____ day of _____, 2020.

Ellis County, Texas

By: _____

Todd Little, Ellis County Judge

Lookup Properties Inc.

By: _____

Name: _____

Title: _____

3.1

NEW	x
REVISED	
CANCELLED	

The future of medicine, today.

MOBILE MAMMOGRAPHY SERVICE AGREEMENT

Client Contact: Theresa Taylor	DATE: 4.10.20
Company Name: Ellis County	UTSW Contact:
Address: 109 S Jackson St. Waxahachie, TX 75165	Sydney McCauley / Mobile Mammography Prog. Coordinator
Phone: 972.825.5929	P: 214.645.2518
Email: theresa.taylor@co.ellistx.org	F: 214.645.2596
	sydney.mccauley@utsouthwestern.edu

Reservation Date(s): 11/12/2020 **Audience:** Employees
Screening Hours: 8A-3P*
 *or til the last patient is screened

Participation Requirements:

Minimum of ten (10)/first time Partners and maxium of thirty-five (35) Participants are requested to be pre-registered for the Event Screening two (2) business days in advance or the Event is subject to reduced screening hours and/or cancellation. It is the Client's responsibility to monitor the booking requirement of their Event. As a courtesy, the Mobile Unit's call center staff will monitor scheduled appointments, and notify Client if minimum numbers are not scheduled two (2) business days in advance of Event date.

Publications:

Client will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of UT Southwestern or the name of any UT Southwestern employee, or referring to this Agreement or the engagement of Client as an independent contractor of UT Southwestern, or the purchase of goods or services by UT Southwestern, without the prior written approval of UT Southwestern. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be submitted at least 10 days in advance of the planned publication date and should be directed to University's Vice President – Communications, Marketing and Public Affairs.

Participant Billing Information:

X	Corporate Event: Participant to provide health insurance information for verification prior to service. The Participant is responsible for providing proof of health insurance coverage. Should the Participant not present an insurance ID card at the time of service, payment in full will be expected.
---	---

UT Southwestern Benefit Plans: Visit www.utsouthwestern.edu for all participation insurance plans.

Parking/Restroom Requirements:

Parking considerations for the Mobile Mammography Unit are essential to a successful Screening Event. The Client is responsible for providing an appropriate parking area for the unit: a 70' paved level parking surface, designated as 'reserved' for the Mobile Unit with access as early as 6:00AM on the Event date. For pedestrian safety, a security perimeter will be designated by the Mobile Unit driver. Additionally, staff will need access to restroom facilities on Event Day. The Client is responsible for adhering to these requirements or be subject to forfeiture of the Unit for service on the Event date.

Cancellation Policy:

Client agrees to provide written notice (via certified mail, email or fax) of any intent to cancel their scheduled Event within two (2) business days of the agreed Event. The Mobile Mammography Coordinator may cancel, postpone, or reschedule the Event for the Client within two (2) business days of the agreed Event date without penalty to the Client. Additionally, the Mobile Mammography Coordinator reserves the right to cancel an Event due to low participation, inclement weather, or technical difficulties. Should an Event be cancelled, the Client contact will be notified and an alternate date will be arranged. All scheduled Participants will be notified by the Mobile Unit's call center staff.

Additional Insured:

Client hereby [___ does ___ does not] request to be listed as an additional insured on the UTSW commercial insurance policy.

Ellis County _____	(Client) _____		
CLIENT SIGNATURE _____	date _____	NAME _____	Title _____
UT SOUTHWESTERN MEDICAL CENTER _____	date _____	NAME _____	Title _____

PLEASE HAVE PARTICIPANTS CALL TO SCHEDULE THEIR INDIVIDUAL APPOINTMENTS: (214) 645.2560 OR TOLL FREE (866) 277.0710

3.5

COOPERATIVE AGREEMENT
Flood Control: Structural Repair Activities – State Funds

THIS COOPERATIVE AGREEMENT is entered into by and between the parties shown below, pursuant to the authority granted and in compliance with the provisions of: Title 7, Chapter 201, Agriculture Code of Texas, and Title 31, Part 17, Chapter 529, Texas Administrative Code.

SECTION I. CONTRACTING PARTIES: This Agreement is made and entered into by and between the Texas State Soil and Water Conservation Board, hereinafter referred to as “TSSWCB” whose principal place of business is located at 1497 Country View Lane, Temple, Texas 76501; and Ellis County, whose principal place of business is located at 109 S. Jackson Street, Waxahachie, Texas 75165, hereinafter referred to as the “SPONSOR” with reference to the following facts:

SECTION II. SCOPE OF WORK:

1. Project. The SPONSOR shall complete all structural repair activities on flood control dams as follows in Table 1 (the “Project”).

Table 1.

Flood Control Dam Common Name	Structural Repair Activity to be Performed
Mountain Creek 11	SPONSOR’s costs for construction related to repair of the dam according to USDA-NRCS or TCEQ approved plans and specifications.

2. Land rights. The SPONSOR represents and warrant that they possess or will acquire all land rights, easements, licenses, or right-of-way as will be needed in connection with accomplishing the work outlined in Table 1.

3. Compliance with laws. The SPONSOR represents and warrant that it will complete the Project in accordance with all applicable local, state, and federal laws and rules, including Texas Administrative Code, Title 31, Chapter 529.

4. The SPONSOR represents and warrants it shall:

- a. perform the Project in accordance with the “Consideration/Price” specified in Section III of this cooperative agreement
- b. perform the Project with the professional skill, prudence and care ordinarily provided by similar professionals under the same or similar circumstances;

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- c. perform the Project in a professional and workmanlike manner;
- d. perform the Project free from all liens, claims and other restrictions;
- e. perform the Project free from any violations of law and free from violations of any agreement to which SPONSOR, their agents, officers, employees or subcontractors may be subject; and
- f. perform the Project in accordance with engineering plans and design specifications provided to the SPONSOR by the TSSWCB and shall seek approval by the TSSWCB prior to initiating work that in any way deviates from the plans and specifications of the Project previously provided by TSSWCB.

5. Inspection of products and services. The parties agree and acknowledge that the NCRS has the right and authority to review and inspect products and services purchased through this Agreement, in performance of this Agreement, or to review and inspect the Project work completed, and/or work-in-progress, to ensure compliance with the plans and specifications. Notwithstanding the foregoing, the TSSWCB, or designated agents, may also review and inspect products and services purchased or performed through this Agreement, inspect Project work-in-progress to ensure compliance with this Agreement and monitor adherence to the completion schedule as set forth in the plans and specifications of the Project previously provided by TSSWCB.

SECTION III. CONSIDERATION/PRICE:

1. Reimbursement Rate and Maximum Contract Price. The TSSWCB shall provide the SPONSOR reimbursement for work performed pursuant to the Scope of Work and the plans and specifications of the Project and otherwise required under this Agreement at the rates set herein for labor, material, and/or completion of such work. **Maximum Contract Price is \$1,425,589.00.** Invoices will be reimbursed at a rate of 1). 95% of construction cost, not to exceed a maximum amount of \$1,364,200; and 2). 4.5% of reimbursed amount for SPONSOR' administration cost, not to exceed a maximum amount of \$61,389.00.

2. Pursuant to The Texas Administrative Code Title 31, Part 17, Rule 529.52(e), SPONSOR is required to provide 5% of the total contract cost with funds not originating from state appropriations. The estimated SPONSOR' cost for this contract is \$71,800. The SPONSOR shall successfully complete the Project in accordance with contract requirements and within the Maximum Contract Price as specified by this subsection. Any additional cost over the Maximum Contract Price will be the responsibility of the SPONSOR unless prior written approval is obtained from TSSWCB.

3. Project Budget.

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Description of Work	TSSWCB Cost Share	Sponsor Ellis County Cost Share	Total Cost of Project
Cost Share Items:			
Construction	\$1,364,200.00	\$71,800.00	\$1,436,000.00
Total of Project Costs	\$1,364,200.00	\$71,800.00	\$1,436,000.00
Non-Cost Share Costs:			
Contract Administration (4.5% of TSSWCB cost share)	\$61,389.00		
Total Agreement Costs	\$1,425,589.00	\$71,800.00	

4. Eligible Costs. Pursuant to The Texas Administrative Code Title 31, Part 17, Rule 529.52, costs eligible for reimbursement include those associated with the performance of the structural repair activities required by the Scope of Work as well as costs associated with contract administration. (“Eligible Costs”). No other costs related to the structural repair activities contemplated by this Agreement are eligible for reimbursement without prior written approval by TSSWCB.

5. Reimbursement Requests. Funds due under this Agreement will be paid on a cost reimbursement basis pursuant to the cost reimbursement rate set forth above in this Section III, subsection 1.

a. The SPONSOR shall submit, each month, a monthly request for reimbursement for the actual and allowable, allocable, Eligible Costs incurred by SPONSOR for the provision of services required under this Agreement during the prior month. Payments made to SPONSOR shall not exceed the SPONSOR’ actual and allowable, allocable, Eligible Costs incurred to provide the services required under this Agreement.

b. The SPONSOR’ reimbursement requests must comply with the TSSWCB’s invoice processing procedures. The TSSWCB may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement or which fail to conform to the conditions in this Agreement.

6. Financial management. The SPONSOR shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

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SECTION IV. TERM OF AGREEMENT:

This Agreement begins upon the date the Agreement becomes executed by both parties and ends September 30, 2021 (“Initial Term”). This Agreement may be extended as needed, (“Extension”), provided both parties agree to extend prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes. The Initial Term and all Extensions, if any, shall collectively become the total duration of the Agreement (“Term”).

SECTION V. CONTRACT SUSPENSION, TERMINATION, AND CLOSEOUT

1. Suspension. TSSWCB may, on reasonable notice to the SPONSOR, suspend the Agreement, withhold further payments, and prohibit the SPONSOR from incurring additional obligations under the Agreement, pending corrective action by the SPONSOR, or a decision by TSSWCB to terminate the Agreement. 
2. Availability of Funds. This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, this Agreement is subject to Termination by TSSWCB without penalty or further obligation of TSSWCB, either in whole or part.
3. Termination for Cause. This Agreement may be terminated for cause, by either party upon written notice to the other party, if the other party commits a material breach of any term of this Agreement. 

Additionally, if the SPONSOR fails to provide the goods or services contracted for and/or fails to perform the Project in according to the provisions of this Agreement, OR fails to comply with any terms or conditions of the Agreement, submits falsified documents or fraudulent billings, or makes false representations concerning this Agreement, TSSWCB may, upon written notice to the SPONSOR, immediately terminate all or any part of the Agreement.

Termination is not an exclusive remedy, but will be in addition to any rights or remedies as provided in equity, or by law or under the Agreement. TSSWCB may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Agreement. The exercise of any of the foregoing remedies will not constitute a termination of the Agreement unless TSSWCB notifies the SPONSOR in writing prior to the exercise of such remedy. The SPONSOR shall be liable for all costs and expenses, including court costs, incurred by TSSWCB with respect to the enforcement of any of the remedies listed herein.

~~4. Termination for Convenience. TSSWCB may, in its sole discretion, terminate this Agreement upon thirty (30) days’ written notice to the SPONSOR. Such notice may be~~

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~~provided by facsimile or certified mail return receipt requested and the termination is effective upon the expiration of thirty (30) days after receipt. In the event of such termination, the SPONSOR shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TSSWCB shall be liable only for payments for any goods or Project Services required under this Agreement and provided by SPONSOR and accepted by TSSWCB prior to the termination date.~~

5. Negotiation Prior to Termination. If the SPONSOR give notice of its intent to terminate this Agreement in accordance with Paragraphs 3, the SPONSOR and TSSWCB shall try to resolve in good faith any issues related to the anticipated termination during the thirty (30) days following TSSWCB's receipt of the SPONSOR's notice of intent to terminate. During this time, the SPONSOR will continue to have the responsibility to provide Services under this Agreement and TSSWCB will continue to have the responsibility to pay for the Services in the manner specified in this Agreement.

6. Effect of Termination. Upon termination of this Agreement, the SPONSOR and TSSWCB will be discharged from any further obligation created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and any obligations of warranty and indemnification. Termination does not, however, constitute a waiver of any remedies for breach of this Agreement. Termination for convenience shall not be construed as a waiver of any right or remedy of TSSWCB that may apply. In addition, the obligations of the SPONSOR to retain records and maintain the confidentiality of information shall survive any termination of this Agreement for any reason.

7. Rights upon Termination or Expiration. In the event this Agreement is terminated for any reason, the TSSWCB shall retain ownership of all partially-performed work completed pursuant to Table 1 along with all associated supplies, materials, associated work. In such an event of termination, SPONSOR shall immediately deliver to TSSWCB all Deliverables, in whatever form, as they exist as of the date of termination.

8. Survival of Terms. Termination of the Agreement for any reason shall not release the SPONSOR from liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including without limitation the provisions regarding confidentiality, indemnification, transition, records, audit, dispute resolution, invoice and fees verification.

9. Closeout Procedure. The SPONSOR shall submit a final payment request and other reports that are required under the Agreement, within ~~forty-five (45)~~ **45** days after the Agreement end date. TSSWCB shall not be liable for any costs incurred by the SPONSOR in the performance of the Agreement which have not been received by TSSWCB within ~~forty-five (45)~~ days following the close of the Agreement Term.

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SECTION VI. MISCELLANEOUS

A. Retention and Custodial Requirements for Records

1. Retention. The SPONSOR agrees to keep financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years, with the following qualification: If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or from the date of TSSWCB's final payment under the Agreement.

2. Inspection. Upon request of the Texas State Auditor's Office or any authorized representative of TSSWCB, the SPONSOR shall make all records, books, papers, documents, or recordings prepared pursuant to this Agreement available for inspection, audit, or reproduction during normal business hours.

3. State Auditor Authority. Pursuant to Section 2262.154 of the Texas Government Code, the SPONSOR understands that acceptance of state funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The SPONSOR further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The SPONSOR will ensure that this clause concerning the State Auditor's Office authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the SPONSOR relating to any of the Project Services under this Agreement.

B. Indemnification.

1. Acts or Omissions. **TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCIES, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, OMISSIONS, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SPONSOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SPONSOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SPONSOR, OR ANY OTHER ENTITY OVER WHICH THE SPONSOR EXERCISES CONTROL, OR SUPPLIERS OF**

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SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM

2. Infringements.

(a) TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCIES, AND/OR THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE SECRETS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN CONNECTION WITH THE DELIVERABLES, PROJECT IMPLEMENTATION, PERFORMANCES, OR ACTIONS OF SPONSOR PURSUANT TO THIS AGREEMENT, AND/OR VIOLATIONS OR INFRINGEMENTS ARISING FROM THE STATE'S OR SPONSOR'S USE OF OR ACQUISITION OF ANY SERVICES, DELIVERABLES OR OTHER ITEMS PROVIDED TO THE STATE OF TEXAS BY SPONSOR. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) SPONSOR shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed unless SPONSOR has approved such other use, (ii) any modification made to the product without SPONSOR's written approval, (iii) any modifications made to the product by the SPONSOR pursuant to TSSWCB specific instructions, (iv) any intellectual property right owned by or licensed to TSSWCB by another SPONSOR, or (v) any use of the product or service by

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TSSWCB that is not in conformity with the terms of any applicable license agreement.

(c) If SPONSOR becomes aware of an actual or potential claim, or TSSWCB provides SPONSOR with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall) at SPONSOR's sole expense; (i) procure for the TSSWCB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSSWCB's use is non-infringing.

3. Taxes/Workers' Compensation/Unemployment Insurance

(a) SPONSOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, SPONSOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF SPONSOR'S AND SPONSOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. SPONSOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TSSWCB AND/OR THE STATE SHALL NOT BE LIABLE TO THE 1)SPONSOR, 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 ANOTHER GOVERNMENTAL ENTITY OR AGENCY.

(b) To the extent allowed by the laws and Constitution of the State of Texas SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS AGENCIES, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE

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ATTORNEY GENERAL. SPONSOR AND THE TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Administrative Provisions

1. Independent Contractor. It is the intent of TSSWCB and the SPONSOR that the SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services required under this Agreement. SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall not be employees of TSSWCB and shall observe all TSSWCB rules and procedures, including any applicable security procedures. Should SPONSOR subcontract any of the services required in this Agreement, SPONSOR expressly understands and acknowledges that in entering into such subcontract(s), TSSWCB is in no manner liable to any subcontractor(s) of SPONSOR, and that SPONSOR shall be solely responsible for payment due to such subcontractors, and subcontractors' performance and adherence to the provisions of this Agreement. In no event shall this provision relieve the SPONSOR of the responsibility for ensuring that the Services rendered under all subcontracts are rendered in compliance with this Agreement, and any specific Project Specifications, including without limitation, the performance standards set forth in Section II.

The SPONSOR and TSSWCB agree that: (a) TSSWCB will not withhold or pay on behalf of the SPONSOR any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to the SPONSOR any of the benefits, including workers' compensation insurance coverage, afforded to employees of TSSWCB and (b) all such withholdings, payments and benefits, if any, are the sole responsibility of the SPONSOR. The SPONSOR will be free from TSSWCB control in the manner and method of providing services.

2. U.S. Department of Homeland Security E-Verify System. By entering into this Agreement, the SPONSOR certifies and ensures that it utilizes and will continue to utilize for the term of this Agreement, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of all persons and subcontractors performing duties within Texas during the term of the Agreement.

3. Compliance. The SPONSOR shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations now in effect or that become effective during the term of this Agreement, including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Immigration Reform and Control Act of 1986 as amended. When required, SPONSOR shall furnish TSSWCB with satisfactory proof of its compliance. The SPONSOR shall be

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responsible for damage to TSSWCB's equipment, and/or the workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. To the extent required by law, and without waiving any governmental immunity available to THE PERFORMING PARTY, the SPONSOR shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for TSSWCB under this Agreement. The SPONSOR shall provide all labor and equipment necessary to furnish the goods and/or perform the service and complete the Project. All employees shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of employees and contractors will be allowed on work site unless they are bona fide employees or contractors of the SPONSOR under this Agreement. PERFORMING AGENCY's liability under this section shall be limited to that authorized by the laws and Constitution of the State of Texas. The TSSWCB reserves the right, in its sole discretion, to unilaterally amend this agreement throughout its term only to incorporate any modification necessary for the TSSWCB's or SPONSOR's compliance with all applicable State and Federal laws and regulations.

4. Severability. In the event any provision of this Agreement or the rights of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.

5. Assignability and Subcontracting. Without prior written consent of the TSSWCB, SPONSOR may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it. Pursuant to Rule 529.59 of the Texas Administrative Code, SPONSOR may enter into subcontracts for engineering design, construction, and easement purchasing. All such contracts shall be in writing. Notwithstanding the foregoing, subcontracts for engineering design and/or construction related services shall be subject to the terms and conditions of this Agreement and provided to TSSWCB prior to execution for TSSWCB approval.

6. Force Majeure. Neither SPONSOR nor TSSWCB shall be liable to the other for any delay in, or failure of performance caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as defense.

7. Entire Agreement. This Agreement constitutes the entire agreement between TSSWCB and the SPONSOR and supersedes any prior understandings or oral or written agreements between TSSWCB and the SPONSOR on matters contained herein.

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8. Waiver. In no event shall any payment by TSSWCB to the SPONSOR or any act or omission of TSSWCB constitute or be construed in any way to be a waiver by TSSWCB of any breach of default of this Agreement which may then subsequently be committed by the SPONSOR. Neither shall such payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to TSSWCB to enforce its rights hereunder, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of TSSWCB may waive the effect of this provision.

9. Notice. Except as expressly provided herein, any notice required or permitted to be given under this Agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individuals and addresses shown below:

Texas State Soil and Water Conservation Board
1497 Country View Lane
Temple, Texas 76504

Ellis County
109 S. Jackson Street
Waxahachie, Texas 75165

10. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

11. Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by the TSSWCB and the SPONSOR to resolve all disputes arising under this Agreement including specifically any alleged breach of this Agreement.

12. Financial Interests; Gifts. SPONSOR represent and warrant that neither SPONSOR nor any person or entity that will participate financially in this Agreement has received compensation from TSSWCB for participation in preparation of specifications for this Agreement. SPONSOR represents and warrants that it has not given, offered to give, and does not intend to give an any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Agreement.

13. Confidential Information. Notwithstanding any provisions of this Agreement to the contrary, SPONSOR understands that TSSWCB will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSSWCB agrees to notify SPONSOR in writing within a reasonable time from receipt of a request for information

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related to SPONSOR's work under this Agreement. SPONSOR will cooperate with TSSWCB in the production of documents responsive to the request. SPONSOR acknowledges and agrees and understands that SPONSOR is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. TSSWCB will make a determination whether to submit a Public Information Act request to the Attorney General. SPONSOR will notify TSSWCB within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing the Agreement. No public disclosures or news releases pertaining to this Agreement shall be made without prior written approval of TSSWCB.

14. Abandonment or Default. If the SPONSOR defaults on this Agreement, TSSWCB reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting SPONSOR will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the TSSWCB based on the seriousness of the default.

15. Antitrust and Assignment of Claims. SPONSOR represents and warrants that neither SPONSOR nor any firm, corporation, partnership, or institution represented by SPONSOR, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. SPONSOR assigns to the State of Texas all of SPONSOR's rights, title, and interest in and to all claims and causes of action SPONSOR may have under the antitrust laws of Texas or the United States for overcharges associated with the Agreement.

16. Buy Texas. In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, SPONSOR shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

17. Electronic and Information Resources Accessibility, as Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).

- a) Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- b) SPONSOR shall provide Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing

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compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

18. Ownership/Intellectual Property, including Rights to Data, Documents and Computer Software. Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials or any other Deliverables (collectively "Work Product") prepared by the SPONSOR in the performance of its obligations under this Agreement shall be the exclusive property of the exclusive property of TSSWCB. All right, title and interest in and to said Work Product and property shall vest in TSSWCB upon creation and shall be deemed to be a work made for hire (as defined under federal copyright law in Title 17 of the United States Code) and made in the course of the services rendered pursuant to this Agreement, without any further action or notification. To the extent that title to any such Work Product may not, by operation of law, vest in TSSWCB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TSSWCB without further consideration. TSSWCB shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other intellectual property protection or other protections as may be appropriate to the subject matter, and any extensions and renewals thereof. SPONSOR must give TSSWCB and/or the State of Texas, as well as any person designated by TSSWCB and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to SPONSOR for the services rendered under this Agreement, including without limitation, all necessary efforts to ensure that any subcontractors or affiliates participating in the performance of this Agreement similarly assign to TSSWCB all such rights, title and interest. SPONSOR agrees to execute and to cause any subcontractors and affiliates to execute any documents and take any other actions reasonably requested by TSSWCB to effectuate the purposes of this Section 20.

Any Work Product prepared or produced by the SPONSOR in the performance of its obligations under this Agreement shall be delivered to the TSSWCB by the SPONSOR upon completion, termination, or cancellation of this Agreement, with the exception of one (1) copy of all Work Product, which may be retained by SPONSOR for its records and for compliance with state and federal requirements and its own records retention policy. TSSWCB may, at its own expense, keep copies of all its writings for its personal files. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works; however, SPONSOR may copy the Work Product as defined above as needed to comply with public information law or to maintain the documents

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TSSWCB CONTRACT NUMBER: MT11-REP-ESF-523-21

in accordance with its records retention policy. All deliverables, publications, dissemination, and information required as performance of the agreement will require review and approval of TSSWCB. Publications outside of the agreement but based on work done through the agreement would be subject to the sixty (60) day review for confidential information.

19. By signature hereon, SPONSOR certifies that:

All statements and information prepared and submitted in the response to the application submitted pursuant Title 31, Part 17, Chapter 529 that resulted in this Cooperative Agreement are current, complete and accurate.

SPONSOR has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement. In Addition, “under Section 2155.004, Texas Government Code, SPONSOR certifies that the SPONSOR is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Government Code §669.003, relating to contracting with an executive of a state agency, SPONSOR represents that no person who, in the past four years, served as an executive of the TSSWCB or any other state agency, was involved with or has any interest in this Agreement. If SPONSOR employs or has used the services of a former executive head of TSSWCB or other state agency, then SPONSOR shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with SPONSOR, and date of employment with SPONSOR.

SPONSOR agrees that any payments due under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SPONSOR certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SPONSOR is in compliance with the State of Texas statutes and rules relating to procurement.

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof, or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies of materials contracted for are not required

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by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

TSSWCB

SPONSOR

**Texas State Soil and Water
Conservation Board**

Ellis County

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____