

COMMISSIONERS COURT AGENDA REQUEST A, 2

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: January 16, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 01.23.24

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

1. Approval of Commissioners' Court Regular Meeting Minutes from January 9, 2024.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – JANUARY 9, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, JANUARY 9, 2024, 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 PRO TEM: LANE GRAYSON
PRECINCT 2 COMMISSIONER

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON
PRECINCT 3 COMMISSIONER PAUL PERRY

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, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED
INVOCATION AND PLEDGE OF ALLEGIANCE. – *PRECINCT 3 COMMISSIONER PAUL PERRY*

CONSENT AGENDA: MINUTE ORDER 101.24

ADMINISTRATIVE:

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING THE MONTHLY TREASURER'S REPORT FOR OCTOBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.026. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.3 APPROVING THE MONTHLY TREASURER'S REPORT FOR NOVEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.026. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.4 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM DECEMBER 27, 2023. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.5 APPROVING THE COUNTY AUDITOR'S AUGUST 2023 CASH AUDIT REPORTS. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A.6 ACCEPTING OF A TABULATED REPORT OF THE COUNTY'S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM DECEMBER 2ND – DECEMBER 21ST, 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.024. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A.7 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR DECEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE CHRIS MACON, JUSTICE OF THE PEACE, PRECINCT 1*

- A.8 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR DECEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE JACKIE MILLER, JR., JUSTICE OF THE PEACE, PRECINCT 2*
- A.9 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 3 MONTHLY REPORT FOR DECEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE DAN COX, JUSTICE OF THE PEACE, PRECINCT 3*
- A.10 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR DECEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE LOUIS PONDER, JUSTICE OF THE PEACE, PRECINCT 4*
- A.11 ACCEPTING OF 101 CONTINUING EDUCATION HOURS FOR THE TAX ASSESSOR/COLLECTOR FOR A PERIOD BEGINNING MARCH 22ND, 2022 AND ENDING MARCH 22ND, 2023. – *TAX ASSESSOR/COLLECTOR RICHARD ROZIER*

FINANCIAL:

- F.1 ACCEPTING FUNDS FROM THE SALE OF ESTRAY CATTLE BY THE SHERIFF’S OFFICE IN THE AMOUNT OF \$2,040.00 AS UNANTICIPATED REVENUE. REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
 - INCREASE 001-0010-508700 (ESTRAY) BY \$2,040.00 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 102.24 (1.1) APPROVING TO RELEASE A PERFORMANCE BOND AND ACCEPT MAINTENANCE BONDS FOR THE ESTATES OF PALMER. THE ± 57.8563-ACRE SITE IS LOCATED ± 485 FEET EAST OF THE INTERSECTION OF FM 813 AND FARRAR ROAD, PALMER, ROAD & BRIDGE PRECINCT No. 1.

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

MINUTE ORDER 103.24 (1.2) APPROVING A REQUEST FOR A VARIANCE ON PARCEL ID #178744 FROM SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS TO ALLOW THIS PROPERTY TO DEVELOP WITHOUT MEETING THE MINIMUM LOT DEPTH REQUIREMENTS. THE ± 4.54-ACRE SITE IS LOCATED ± 1,500 FEET WEST OF THE INTERSECTION OF FM 813 & OATES ROAD, PALMER, ROAD AND BRIDGE PRECINCT No. 1; SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE PROPERTY OWNER OR APPLICANT SHALL SUBMIT A PLAT IDENTICAL TO THE SURVEY PLAT PROVIDED FOR THE PROPERTY.

2. NO FURTHER SUBDIVISION OF THIS PROPERTY SHALL OCCUR UNTIL IT CAN MEET THE SUBDIVISION REQUIREMENTS IN EFFECT AT THAT TIME.
3. APPROVAL OF THIS VARIANCE REQUEST DOES NOT EXTEND TO MULTI-TENANT, MULTI-UNIT, OR ANY OTHER COMMERCIAL STRUCTURES OR BUSINESSES WITHOUT MEETING THE REQUIREMENTS IN EFFECT AT THAT TIME.

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

MINUTE ORDER 104.24 (1.3) APPROVING A REQUEST FOR A VARIANCE FOR PARCEL ID # 179811 FROM SECTION IV(A) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS TO ALLOW THIS PROPERTY TO DEVELOP WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENTS. THE ± 26.00-ACRE SITE IS LOCATED SOUTH OF HOLDER ROAD ± 745 FEET SOUTH OF THE INTERSECTION OF HOLDER ROAD AND FORRESTON ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 3; SUBJECT TO THE FOLLOWING CONDITIONS:

1. NO FURTHER SUBDIVISION OF THIS PROPERTY SHALL OCCUR UNTIL IT CAN MEET THE SUBDIVISION REQUIREMENTS IN EFFECT AT THAT TIME.
2. APPROVAL OF THIS VARIANCE REQUEST DOES NOT EXTEND TO MULTI-TENANT, MULTI-UNIT, OR ANY OTHER COMMERCIAL STRUCTURES OR BUSINESSES WITHOUT MEETING THE REQUIREMENTS IN EFFECT AT THAT TIME.

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

MINUTE ORDER 105.24 (1.4) RATIFYING STAFF ACTION ON A PRELIMINARY PLAT OF THE ESTATES OF WINDSOR. THE ± 33.436-ACRE SITE IS LOCATED ± 820 FEET SOUTHWEST OF THE INTERSECTION OF WESTMORELAND ROAD AND RED OAK CREEK ROAD, SITUATED IN THE J. MCNAMARA SURVEY, ABSTRACT No. 693, OVILLA, ROAD AND BRIDGE PRECINCT No. 4.

PUBLIC PARTICIPATION: RANDY BELLOMY, OVILLA; ERNIE MARTINEK, WAXAHACHIE; PENNY STORY, RED OAK; TANA JIMENEZ, OVILLA.

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

PURCHASING

MINUTE ORDER 106.24 (2.1) AUTHORIZING THE COUNTY JUDGE TO EXECUTE ONE (1) LEASE AGREEMENT WITH AMERICAN NATIONAL LEASING ONE (1) 2024 CHEVROLET SILVERADO 1500 FOR THE ELLIS COUNTY CONSTABLE, PRECINCT 1, USING BUYBOARD CONTRACT #724-23.

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

MINUTE ORDER 107.24 (2.2) AUTHORIZING THE COUNTY JUDGE TO EXECUTE ONE (1) LEASE AGREEMENT WITH AMERICAN NATIONAL LEASING FOR ONE (1) 2023 FORD F150 RESPONDER FOR THE ELLIS COUNTY CONSTABLE, PRECINCT 3, USING BUYBOARD CONTRACT #724-23.

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

MINUTE ORDER 108.24 (2.3) APPROVING THE PURCHASE OF DRAINAGE CULVERTS FROM HAMILTON SUPPLY AND WILSON CULVERTS USING THE SMITH COUNTY, TEXAS INTERLOCAL AGREEMENT.

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

MINUTE ORDER 109.24 (2.4) APPROVING A PRICE RE-DETERMINATION ON THE CONTRACT RENEWAL FROM RFB-2022-001 FOR ASPHALTIC CONCRETE PATCHING MATERIAL 50-60 LB. BAGS WITH BLADES GROUP, LLC IN THE AMOUNT OF 25%, BASED ON THE CONSUMER PRICE INDEX (CPI) AND PRESENTATION OF POTENTIAL ALTERNATIVE SOLUTIONS THROUGH COOPERATIVE AGREEMENTS.

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

ADMINISTRATIVE

MINUTE ORDER 110.24 (3.1) APPROVING TO RELEASE THE PERFORMANCE BOND, ACCEPT THE MAINTENANCE BOND, AND APPROVING THE FINAL PLAT OF WATERFALL RANCH ESTATES PHASES 1 AND 2, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF WAXAHACHIE, ROAD & BRIDGE PRECINCT No. 3. – *PRECINCT 3 COMMISSIONER PAUL D. PERRY*

PUBLIC PARTICIPATION: BOBBY GLASS, WAXAHACHIE; HUNTER GLASS

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

MINUTE ORDER 111.24 (3.2) APPROVING TO APPOINT SHARON MANCILLA AS THE ACTING HUMAN RESOURCES DIRECTOR IN THE EVENT THAT NO REPLACEMENT IS IN PLACE AT THE TIME OF THE CURRENT DIRECTOR'S RETIREMENT. – *PRECINCT 3 COMMISSIONER PAUL D. PERRY*

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

MINUTE ORDER 112.24 (3.3) AUTHORIZING THE PARTICIPATION IN THE TEXAS ASSOCIATION OF COUNTIES (TAC) CYBERSECURITY TRAINING PROGRAM AND FOR THE COUNTY JUDGE TO SIGN THE AGREEMENT. THE COST WILL BE PAID FROM ACCOUNT 001-0140-508350. – *HUMAN RESOURCES*

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

ADJOURNMENT **2:52 P.M.**

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON JANUARY 9, 2024 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 23RD DAY OF JANUARY 2024.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

A.3

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Please fill out this form completely:

DATE: 1/5/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Mark Arnold

PHONE: 972-825-5175

FAX: _____

DEPARTMENT OR ASSOCIATION: Texas A&M AgriLife Extension, Ellis County

ADDRESS: 701 S. I-35 E., Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 1/23/24

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Acceptance of the Ellis County Ag Extension Monthly Reports for December 2023 pursuant to Local Government Code 114.044

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT*Sidney Atchley, County Extension Agent- 4-H & Youth Development***Selected major activities since last report:****December 2023**

- 12/4 Agent hosted 4-H Food Challenge Practice with 16 4-H youth to prepare for the District 4-H Food Challenge Contest.
- 12/5-6 Agent attended the Winter Professional Association Board Meeting in Brownwood, Texas as the Past President of the Texas Association of Extension 4-H Youth Development Professionals
- 12/7, Agent hosted 4-H Food Challenge Practice with 16 4-H youth to prepare for the District 4-H Food Challenge Contest.
- 12/11 Agent assisted with County Livestock Validation for the Ellis County Youth Expo. Agent hosted 4-H Food Challenge Practice with 16 4-H youth to prepare for the District 4-H Food Challenge Contest.
- 12/12 Agent hosted 4-H Food Challenge Practice with 16 4-H youth to prepare for the District 4-H Food Challenge Contest.
- 12/13 Agent attended the District 8 4-H Food Challenge Contest in Belton with 16 4-H youth.
- 12/15 Ellis County 4-H Christmas Party
- 12/16 Agent and 12 4-H Youth attended the Cowboy Classic Show Series jackpot show.
- 12/18 Agent completed Swine Project visit with 4-H Youth. Agent completed County Livestock Validation for the Ellis County Youth Expo. Agent conducted Sheep Project Visit with 4-H youth.
- 12/19 Agent conducted Beef Project Visit with 4-H Youth.

Phone calls, emails, office, site visits as needed and requested.

Major plans for next month

- 1/5 -4-H Ag Mechanics Project Meeting with Volunteer Leader
- 1/9 -Ellis County 4-H Council Meeting
- 1/11 -4-H Ag Mechanics Project Meeting
- 1/13-2/3 -Fort Worth Livestock Show and Rodeo Steer Show, Fort Worth, TX
- 1/15 -Ellis County 4-H Beef Project Workshop
- 1/16 -Spring Major Show 4-H Exhibitor Meeting
- 1/24 -Leadership Advisory Board Meeting

TEXAS A&M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Mark Arnold

TITLE: County Extension Agent –
Ag/Natural Resources

COUNTY: Ellis

MONTH: December 2023

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
12-3	Waxahachie area-4-H Beef Project Consultations	15		
12-4	Waxahachie area-Homeowner Consult	6		
12-5	Waxahachie area-Homeowner Consult	29		
12-6	Waxahachie-Midlothian area-Producer Consult	61		
12-7	Waxahachie area-Master Gardener Board Meeting	2		
12-9	Waxahachie-Clifton-Deedona area-Producer Consult/4-H Livestock project Selection	285		
12-12	Waxahachie area-TDA Applicator Training/Master Gardener Meeting/Beef Project Workshop	47		
12-13	Waxahachie area-Leadership Midlothian Presentation	6		
12-14	Waxahachie area-D-8 Farm and Ranch Program	2		
12-27	Waxahachie-Midlothian area-Producer Consultation	37		
	TOTAL	490		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in the performance of my official duties for the month shown.

Date: 1/3/2023 Signed: Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 490

Selected major activities since last report:

December 2023

- 12/3 Agent provided guidance and consultation to 12 Ellis County 4-H Beef Project members as they prepared their beef projects for exhibition at recent Jackpot Show in Waxahachie. Beef Project members are training, conditioning, and preparing steer projects for the upcoming Spring Major Shows in 2024.
- 12/4-5 Agent advised 6 area landowners with various landscape and lawn issues during recent home and site visits.
- 12/6,9,
27 Agent assisted 8 area ag producers with various decision-making issues ranging from Forage Quality Testing to Beef Sire and Replacement Female Selection.
- 12/7 Agent met with 7 Master Gardeners Board Members to discuss programs in 2024 and other related planning issues.
- 12/12 Agent conducted monthly TDA Private Applicator Training.
- Agent attended December Master Gardener Meeting with 48 in attendance. Lawn and Garden Expo and related programs were discussed.
- Agent conducted Beef Project Workshop with 20 Ellis County 4-H/FFA Beef Project members. Hoof, hide, hair care and daily management of beef projects were discussed in preparation for the upcoming Spring Major Shows.
- 12/13 Agent presented Extension Interpretation Program to 25 members of the current class of Leadership Midlothian. Programs, opportunities, and related topics covered.
- 12/14 District 8 Farm and Ranch Program with 15 local producers and nearly 400 state wide receiving training via live feed from Extension and industry experts via zoom.

Phone calls, emails, office, site visits as needed and requested.

Major plans for next month

- 1/7 -Kendall County Livestock Judging Contest, Boerne, TX
- 1/9-10 -Blackland Income Growth Conference, Waco, TX
- 1/12 -Johnson County Livestock Judging Contest, Cleburne, TX
- 1/13-2/3 -Fort Worth Livestock Show and Rodeo Steer Show, Fort Worth, TX
- 1/15 -Beef Project Workshop, Waxahachie, TX
- 1/16 -TDA Private Applicator Training, Waxahachie, TX
- 1/24 -Leadership Advisory Board Meeting, Waxahachie, TX
- 1/25 -Auxin Training for Row Crop Producers, Bardwell, TX

Mark Arnold
Name
County Extension Agent – Ag/Natural Resources
Title

Ellis
County
1/3/23
Date

Making a
Difference in Ellis County



Extension Monthly Report for County Commissioners Court

An overview of major programming efforts of Danae Hicks, County Extension Agent for Family and Community Health for the month of December 2023

- 12/1 I-35 Corridor Meeting, virtual; Interview with Dr. Davey Griffin, Meat Specialist with Texas A&M AgriLife Extension Service about Grocery Store Meat; Reporting; Dr. Andy Crocker YouTube Video Published
- 12/4 Reporting and Newsletter Development
- 12/5 StrongPeople StrongBodies at Waxahachie Senior Center (**5 Participants**); Work Out Across Texas Ceremony at Waxahachie Senior Center (**54 Participants**); Editing Dr. Davey Griffin Interview; Health and Wellness with Seniors at Waxahachie Senior Center (**16 Participants**)
- 12/6 Social Media Campaign Creation and Scheduling; Podcast / Video editing and uploading; Newsletter Development
- 12/7 StrongPeople, Strong Bodies at Ennis Golden Circle (**9 Participants**); Fitness Foundations at Ennis IOOF (**4 Participants**); Health and Wellness with Seniors at Waxahachie Senior Center (**15 Participants**)
- 12/8 Interview with Miquela Smith, Mental Health and Wellbeing Specialist for Texas A&M AgriLife Extension Service; Editing and Uploading Podcast / YouTube Videos
- 12/11 Sick Leave
- 12/12 StrongPeople, Strong Bodies at Waxahachie Senior Center (**6 Participants**); Traveling to 4-H 101 State Training; Health and Wellness with Seniors (**6 Participants**)
- 12/13 4-H 101 State Training
- 12/14 StrongPeople, Strong Bodies at Ennis IOOF (**10 Participants**); Fitness Foundations at Ennis Golden Circle (**5 Participants**); Health and Wellness with Seniors at Waxahachie Senior Center (**14 Participants**); Work Out Across Texas Wrap Up Celebration with Ennis IOOF (**6 Participants**)
- 12/15 Interviews with Payton Morris about Emergency Preparedness for Families and Homes (Winter and Spring Weather, and general emergency preparedness; Podcast / Video Editing and Uploading; Published Video with Megan Hackworth, Texas A&M AgriLife Extension Service, KidSafe Initiative on Fall and Winter Passenger Safety
- 12/18 StrongPeople, Strong Bodies at Ennis Golden Circle (**11 Participants**); StrongPeople, Strong Bodies at Ennis IOOF (**4 Participants**)
- 12/19 Monthly Master Wellness Volunteer Meeting (**3 Participants**); FCH-BLT Program Area Committee Meeting (**4 Participants**); StrongPeople, StrongBodies at Waxahachie Senior Center (**5 Participants**); Health and Wellness with Seniors at Waxahachie Senior Center (**16 Participants**)
- 12/20 Editing and Uploading Shorts and Wideos; Scheduling Social Media Posts; Office Management
- 12/21 StrongPeople, StrongBodies at Ennis Golden Circle (**12 Participants**); Fitness Foundations at Ennis IOOF (**4 Participants**); Health and Wellness with Seniors at Waxahachie Senior Center (**11 Participants**)
- 12/22 January Social Media Campaign Creation; Office Closed 1/2 Day
- 12/25 Office Closed
- 12/26 Office Closed
- 12/27 Sick Leave
- 12/28 Editing Winter Weather Preparedness Video featuring Payton Morrins, DAR Agent, Health and Wellness with Seniors at Waxahachie Senior Center (**17 Participants**)
- 12/29 Creating January 2024 Social Media Campaign, New Year Resolutions and Challenges with them; Uploading You Should Know Podcast and Shorts; Reporting

Major Programming Efforts and Events Planned for January 2023:

- 1/2 StrongPeople, Strong Bodies at Waxahachie Senior Center (1/9, 1/16, 1/23)
- 1/4 Wisdom, Power, Control at Ennis Golden Circle (1/11, 1/18, 1/25)
Fitness Foundations at Ennis IOOF (1/4, 1/11, 1/25)
- 1/5 Interview with Cathy Le, Waxahachie Animal Management, Winter Emergency Prep for Pets
Meeting with FirstLook Pregnancy Center for new partnership
- 1/8 StrongPeople, Strong Bodies at Ennis Golden Circle (1/22, 1/29)
StrongPeople, Strong Bodies at Ennis IOOF Retirement Home (1/22)
- 1/10 Connecting Agriculture to Health Conference, Waco
- 1/12 Interview with Odessa Keenan (Eating Healthy in the New Year)
- 1/16 Monthly Master Wellness Volunteer Meeting
FCH/BLT Program Area Committee Meeting
- 1/17 Master of Memory at Waxahachie Senior Center (1/24, 2/7, 2/14, 2/21, 2/28)
- 1/24 A Matter of Balance at Midlothian Senior Center (2/7, 2/21, 3/13, 3/27, 4/10, 4/24)
Leadership Advisory Board Meeting
- 1/26 Interview with Dr. Julie Gardner (Creating a Holiday Budget Early)
Interview with Dr. Mike Lopez (Benefits of Being Outside this Spring)
- 1/30-2/1 Central and East Region Regional Health Summit, Waco

Summary of Educational Contacts	
Educational Programs:	
Programs Presented	22
Program Participants	237
Educational Contacts:	
Telephone	8
Site/Office Visits	4
Email	114
Media Outreach:	
News Releases	8
News Article Reach	8,400
Social Media Posts	194
Social Media Reach	397 followers
Volunteer Efforts:	
Volunteer Hours	30
Volunteer Contacts	150

Signature:  County: Ellis

Title: County Extension Agent, Family and Community Health Date: 01/01/2023

COMMISSIONERS COURT AGENDA REQUEST

A.4

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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Please fill out this form completely:

DATE: 1.10.2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y/N)

NAME: Barbara Anglen

PHONE: 972-825-5381 FAX: _____

DEPARTMENT OR ASSOCIATION: Audit

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Accept the September 2023 cash audit reports.



Ellis County Auditor's Office

Open
County Auditor

Staci Parr, CGFO
First Assistant Auditor

Finance

Open
Assistant Auditor

Open
Assistant Auditor

Internal Audit

Barbara Anglen
Internal Audit Lead

DeVonda Spurlock, CFE
Assistant Auditor

Wendy Hernandez
Assistant Auditor

Bernadine Mejia
Assistant Auditor

Transaction Audit

Michelle Mejorado
Transaction Audit Lead

Martine Hamby
Assistant Auditor

Melanie Dowdle
Assistant Auditor

Date: January 10, 2024

To: Ellis County Departments
Constable Precinct #1
Constable Precinct #2
Constable Precinct #3
Constable Precinct #4
County Clerk
County & District Attorney
Department of Development
District Clerk
Elections
Engineering

Fire Marshal
Indigent Health
Justice of the Peace Precinct #1
Justice of the Peace Precinct #2
Justice of the Peace Precinct #3
Justice of the Peace Precinct #4
Juvenile Probation
Law Library
Sheriff's Office – Bail Bonds
Sheriff's Office – Revenue
Tax Office
Treasurer

From: Barbara Anglen
Assistant Auditor - Internal Audit Lead

Re: Audit of Cash Receipt Deposits

During the month of September 2023, our office performed a random audit of your office's cash receipt deposits that have been made with the Ellis County Treasurer's office per Local Government Code 115.002. The dates that have been audited are randomly selected by an Excel program. We have used the scanned documents from the Treasurer's office along with any Auditor reports to review the receipts for these dates. The following items were noted for the deposit(s) made on the selected dates:

Constable Precinct #1

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ⊗ Deposits were made to the Treasurer's office more than 5 days after the earliest receipt.
On 9.12.23 receipt R2023-02345 for \$90.00 a delay of 12 days.

Constable Precinct #2

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.



Ellis County Auditor's Office

Constable Precinct #3

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Constable Precinct #4

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

County Clerk

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ Nine (9) voided receipts were noted and were reissued the same day.
- ✓ Deposits were made to the Treasurer's office promptly.

County & District Attorney

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Department of Development

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

District Clerk

- ✓ Treasurer's receipt balanced with the total amount of cash, checks, and ACH payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ Two (2) voided receipts were noted; one was processed by another office; the other was a duplicate and did not need to be reissued.
- ✓ Deposits were made to the Treasurer's office promptly.



Ellis County Auditor's Office

Elections

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Engineering

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Fire Marshal

- ✓ Treasurer's receipt amount balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Indigent Health

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Justice of the Peace Precinct #1

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Justice of the Peace Precinct #2

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
 - On 9.5.23, the range of receipt numbers on receipt R2023-02274 were different on the daily report compared to the LGS report.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.



Ellis County Auditor's Office

Justice of the Peace Precinct #3

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
 - On 9.28.23, the range of receipt numbers on receipt R2023-02509 were different on the daily report compared to the LGS report.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Justice of the Peace Precinct #4

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted and was reissued the same day.
- ✓ Deposits were made to the Treasurer's office promptly.

Juvenile Probation

- ✓ Treasurer's receipt balanced with the total amount of County funds received by Juvenile Probation.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ⊗ Deposits were made to the Treasurer's office more than 5 days after the earliest receipt.
 - On 9.1.23 receipt R2023-02259 for \$180.00 a delay of 27 days.
 - On 9.1.2023 receipt R2023-02260 for \$635.00 a delay of 23 days.
 - On 9.27.2023 receipt R2023-02486 for \$500.00 a delay of 17 days.
 - On 9.27.2023 receipt R2023-02487 for \$60.00 a delay of 21 days.

Law Library

- ✓ Treasurer's receipt amount balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Sheriff's Office – Bail Bonds

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ Three (3) voided receipts were noted and were reissued the same day.
- ✓ Deposits were made to the Treasurer's office promptly.



Ellis County Auditor's Office

Sheriff's Office – Revenue

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Tax Office

- ✓ Treasurer's Deposit Report balanced with the total amount of listed cash receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Treasurer

- ✓ Treasurer's Deposit Report balanced with the total amount of listed cash receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Except for offices that have deposits that were made more than 5 days after the earliest receipt, we conclude that receipts collected by the above-listed offices are being handled properly according to the Texas Local Government Code.

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

A handwritten signature in red ink, appearing to read "Barbara Anglen".

Barbara Anglen
Assistant Auditor – Internal Audit Lead

COMMISSIONERS COURT AGENDA REQUEST A.5

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 01/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditors Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 1/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

****CONSENT AGENDA - FINANCIAL****

Present a tabulated report of the county's receipts and disbursements of funds from December 22,2023 - January 10,2024 pursuant to Local Government Code §114.024.

Trial Balance for Ellis County

From 12/22/2023 - 01/10/2024

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	36,065,935.56	34,667,031.32	8,704,243.56	62,028,723.32
2	ROAD IMPROVEMENT FUND	1,928,940.62	196,371.67	-	2,125,312.29
3	ROAD/BRIDGE PCT. 1	2,610,244.52	531,017.46	77,733.80	3,063,528.18
4	ROAD/BRIDGE PCT. 2	2,192,807.27	516,968.35	55,582.55	2,654,193.07
5	ROAD/BRIDGE PCT. 3	1,227,794.59	517,171.52	351,698.02	1,393,268.09
6	ROAD/BRIDGE PCT. 4	2,757,257.49	523,295.90	325,903.68	2,954,649.71
7	ADULT PROBATION	1,255,922.96	311,388.48	319,778.88	1,247,532.56
8	JUVENILE PROBATION	459,315.83	102,325.14	240,553.27	321,087.70
9	F/M PCT. 1	2,837,169.01	716,278.92	59,484.27	3,493,963.66
10	F/M PCT. 2	759,330.20	706,199.22	100,884.76	1,364,644.66
11	F/M PCT. 3	558,894.00	705,350.30	55,718.68	1,208,525.62
12	F/M PCT. 4	1,284,386.00	714,062.26	144,417.78	1,854,030.48
13	LATERAL ROAD PCT. 1	440,050.53	2,065.19	-	442,115.72
14	COUNTY & DISTRICT CT TECH	45,606.99	397.00	-	46,003.99
15	JUSTICE COURT TECHNOLOGY FUND	225,141.61	1,323.26	-	226,464.87
16	DC ARCHIVES RECORDS MANAGEMENT	182,266.56	878.84	-	183,145.40
17	JURY	8,260.32	60,987.23	19,545.84	49,701.71
18	PERMANENT IMPROVEMENT	7,228,954.70	2,673,596.30	108,573.99	9,793,977.01
19	LAW LIBRARY	27,853.99	8,522.12	9,384.99	26,991.12
20	TRUST AND AGENCY FUND	-	-	-	-
21	RECORDS MANAGEMENT	2,369,288.69	27,556.27	6,067.79	2,390,777.17
22	CC ARCHIVES RECORDS MANAGEMENT	1,992,109.35	25,244.10	-	2,017,353.45
23	ROW AVAILABLE	160,205.05	726.39	-	160,931.44
24	FIRE MARSHAL SPECIAL FUND	194,444.14	1,356.08	1,053.35	194,746.87
26	DISTRICT COURT RECORDS TECH	244,756.85	1,210.54	-	245,967.39
27	ROAD DISTRICT #1	909,685.42	4,326.01	-	914,011.43
28	ROAD DISTRICT #5	16,167.63	76.89	-	16,244.52
29	ROAD DISTRICT #16	211,097.16	1,003.87	-	212,101.03
30	CHECK PROCESSING FEE AC	142,469.64	678.21	-	143,147.85
31	DRUG FORFEITURE FUND	284,248.04	7,108.17	-	291,356.21
32	GEN RECORD MANAGE/PRESE	854,594.69	9,675.09	-	864,269.78
33	COURTHOUSE SECURITY FUN	458,152.39	7,507.52	-	465,659.91
34	COURT REC. PRESERVATION 51.708	181,331.50	1,765.00	-	183,096.50
36	ELECTIONS ADMIN FEES	47,134.62	160.49	30,672.00	16,623.11
38	SERIES 07 INTEREST & SINKING	896,233.65	1,582,312.27	94,830.00	2,383,715.92
40	SERIES 07 BOND PROJECT	1,983,001.58	40,803.63	62,048.17	1,961,757.04
42	SHERIFF FEDERAL DRUG FORFEITURE	571,743.03	7,451.63	4,750.00	574,444.66
43	COUNTY CLERK VITALS PRESERVATION	45,306.78	459.00	-	45,765.78
45	ELLIS CO COMM CORRECTIONS	83,006.77	3,691.46	18,782.94	67,915.29
46	SHERIFF SEIZURE FUND	176,760.51	801.27	-	177,561.78
47	SHERIFF DRUG FORFEITURE	369,629.27	1,757.76	-	371,387.03
48	DISTRICT ATTY DRUG SEIZ	453,963.05	72,238.56	19,607.24	506,594.37
50	CIVIL SUPERVISION FEES	252,709.44	11,231.13	3,467.48	260,473.09
53	COURT FACILITY FEES	132,832.40	3,300.00	-	136,132.40
55	OPIOID SETTLEMENT	99,178.37	21.06	-	99,199.43
56	CONSTABLE PCT #2 FORFEITURE	1,479.77	3.14	-	1,482.91
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	64,520.20	331.90	-	64,852.10
63	AMERICAN RESCUE PLAN	24,278,240.43	1,925,991.03	3,622,919.50	22,581,311.96
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	116,652.89	14,822.83	65,720.28	65,755.44
68	VEHICLE REPLACEMENT FUND	2,323,901.86	16,000.00	68,542.50	2,271,359.36
71	TREASURERS HELD PROPERTY	1,424.49	3.03	-	1,427.52
72	ELLIS COUNTY LEVEE #2	345,521.41	9,274.78	3,700.00	351,096.19
73	ELLIS COUNTY LEVEE #3	408,569.79	3,231.39	1,395.00	410,406.18
74	ELLIS COUNTY LEVEE #4	8,302.97	126.61	-	8,429.58
75	JUVENILE PROBATION FEES	81,376.90	235.00	20.95	81,590.95
91	UNCLAIMED PROPERTY	1,800.00	-	-	1,800.00
125	CONSTABLE PCT 1 LEOSE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LEOSE FUNDS	81,678.05	24.30	6.96	81,695.39
127	CONSTABLE PCT 3 LEOSE FUNDS	40,998.19	24.30	17.34	41,005.15
128	CONSTABLE PCT 4 LEOSE FUNDS	1,289.49	-	-	1,289.49
129	SHERIFF LEOSE FUNDS	1,203.82	-	-	1,203.82
130	DISTRICT ATTY LEOSE FUNDS	874.36	-	-	874.36
131	LANGUAGE ACCESS FUND	358.98	-	-	358.98
		102,984,557.65	46,737,761.19	14,577,105.57	135,145,213.27

COMMISSIONERS COURT AGENDA REQUEST A.6

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

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If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 01/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditors Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 1/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

****CONSENT AGENDA - FINANCIAL****

Approval to pay FY2023 invoices with FY2024 budgeted funds.

See attached list.

Request to pay FY2023 Invoices with FY2024 Budgeted Funds

Vendor	Invoice Number	Amount
Denshaw Group, LLC	1249	650.00
Harris Enterprise Resource Planning	GEMMN0000191	24,082.00
Harris Enterprise Resource Planning	CSEMN0000280	41,079.94
Paul Johnson	47161CR-050923	25,192.50
Paul Johnson	47017CR-062323	26,730.00
Berry Dunn McNeil & Parker, LLC	436105	22,023.34
Berry Dunn McNeil & Parker, LLC	435157	52,449.87
Berry Dunn McNeil & Parker, LLC	43156	4,776.00
Berry Dunn McNeil & Parker, LLC	436099	9,738.95
Waxahachie Funeral Home	090823-Davenport	750.00
AT&T	9753271801	11,931.50
Bickerstaff Heath Delgado Acosta LLP	121248	5,653.00
Bickerstaff Heath Delgado Acosta LLP	121270	1,259.06
Bickerstaff Heath Delgado Acosta LLP	121274	592.00
Bickerstaff Heath Delgado Acosta LLP	121258	257.50
Bickerstaff Heath Delgado Acosta LLP	121261	1,063.06
Ornelas Tire	136451	90.00
Ornelas Tire	141164	150.00
Shred America	TX25283	72.35
Shred America	TX24791	72.35
Shred America	TX24012	72.35
Shred America	TX23512	72.35
Shred America	TX23000	72.35
Templar Protective Services	TPA-RC-8-2023-001	300.00
Avenue Fuel	078783	2795.75

COMMISSIONERS COURT AGENDA REQUEST

A.7

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: January 16, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Sheriff Brad Norman

PHONE: 972-825-4972

FAX: 9728254927

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie TX

PREFERRED DATE TO BE PLACED ON AGENDA: January 23, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

*****CONSENT AGENDA*****

Request Commissioner's Court acceptance of 2023 Racial Profiling Report for the Ellis County Sheriff's Office Report that has been electronically submitted to the Texas Commission on Law Enforcement

*

County Attorney Approval

Racial Profiling Analysis Report

ELLIS CO. SHERIFF'S OFFICE

01. Total Traffic Stops:	5427	
02. Location of Stop:		
a. City Street	677	12.47%
b. US Highway	1091	20.10%
c. County Road	2228	41.05%
d. State Highway	1357	25.00%
e. Private Property or Other	74	1.36%
03. Was Race known prior to Stop:		
a. NO	5401	99.52%
b. YES	26	0.48%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	48	0.88%
b. Asian/ Pacific Islander	16	0.29%
c. Black	1088	20.05%
d. White	2679	49.36%
e. Hispanic/ Latino	1596	29.41%
05. Gender:		
a. Female	1691	31.16%
i. Alaska/ Native American/ Indian	11	0.20%
ii. Asian/ Pacific Islander	6	0.11%
iii. Black	360	6.63%
iv. White	911	16.79%
v. Hispanic/ Latino	403	7.43%
b. Male	3736	68.84%
i. Alaska/ Native American/ Indian	37	0.68%
ii. Asian/ Pacific Islander	10	0.18%
iii. Black	728	13.41%
iv. White	1768	32.58%
v. Hispanic/ Latino	1193	21.98%
06. Reason for Stop:		
a. Violation of Law	364	6.71%
i. Alaska/ Native American/ Indian	1	0.27%
ii. Asian/ Pacific Islander	1	0.27%

Racial Profiling Analysis Report

iii. Black	55	15.11%
iv. White	114	31.32%
v. Hispanic/ Latino	92	25.27%
b. Pre-Existing Knowledge	23	0.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	8.70%
iv. White	15	65.22%
v. Hispanic/ Latino	6	26.09%
c. Moving Traffic Violation	2837	52.28%
i. Alaska/ Native American/ Indian	26	0.92%
ii. Asian/ Pacific Islander	9	0.32%
iii. Black	532	18.75%
iv. White	1505	53.05%
v. Hispanic/ Latino	765	26.97%
d. Vehicle Traffic Violation	2203	40.59%
i. Alaska/ Native American/ Indian	21	0.95%
ii. Asian/ Pacific Islander	6	0.27%
iii. Black	499	22.65%
iv. White	945	42.90%
v. Hispanic/ Latino	732	33.23%
07. Was a Search Conducted:		
a. NO	4870	89.74%
i. Alaska/ Native American/ Indian	44	0.90%
ii. Asian/ Pacific Islander	16	0.33%
iii. Black	938	19.26%
iv. White	2430	49.90%
v. Hispanic/ Latino	1442	29.61%
b. YES	557	10.26%
i. Alaska/ Native American/ Indian	4	0.72%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	150	26.93%
iv. White	249	44.70%
v. Hispanic/ Latino	154	27.65%
08. Reason for Search:		
a. Consent	221	4.07%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	1	0.45%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	36	16.29%
iv. White	127	57.47%
v. Hispanic/ Latino	5	2.26%
b. Contraband in Plain View	4	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	25.00%
v. Hispanic/ Latino	3	75.00%
c. Probable Cause	292	5.38%
ii. Alaska/ Native American/ Indian	3	1.03%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	105	35.96%
iv. White	109	37.33%
v. Hispanic/ Latino	75	25.68%
d. Inventory	33	0.61%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	24.24%
iv. White	12	36.36%
v. Hispanic/ Latino	13	39.39%
e. Incident to Arrest	7	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	14.29%
iv. White	1	14.29%
v. Hispanic/ Latino	5	71.43%
09. Was Contraband Discovered:		
YES	220	4.05%
i. Alaska/ Native American/ Indian	1	0.45%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	60	27.27%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	103	46.82%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	5	2.27%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	337	6.21%
i. Alaska/ Native American/ Indian	3	0.89%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	90	26.71%
iv. White	146	43.32%
v. Hispanic/ Latino	0	0.00%
10. Description of Contraband:		
a. Drugs	180	3.32%
i. Alaska/ Native American/ Indian	1	0.56%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	49	27.22%
iv. White	84	46.67%
v. Hispanic/ Latino	46	25.56%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	11	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	27.27%
iv. White	8	72.73%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	15	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	26.67%
iv. White	4	26.67%

Racial Profiling Analysis Report

v. Hispanic/ Latino	7	46.67%
e. Stolen Property	4	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	100.00%
iv. White	1	25.00%
v. Hispanic/ Latino	1	25.00%
f. Other	9	0.17%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	2	22.22%
iv. White	5	55.56%
v. Hispanic/ Latino	2	22.22%

11. Result of Stop:

a. Verbal Warning	22	0.41%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	7	31.82%
iv. White	12	54.55%
v. Hispanic/ Latino	3	13.64%
b. Written Warning	4663	85.92%
i. Alaska/ Native American/ Indian	45	0.97%
ii. Asian/ Pacific Islander	16	0.34%
iii. Black	948	20.33%
iv. White	2398	51.43%
v. Hispanic/ Latino	1256	26.94%
c. Citation	623	11.48%
i. Alaska/ Native American/ Indian	3	0.48%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	104	16.69%
iv. White	211	33.87%
v. Hispanic/ Latino	305	48.96%
d. Written Warning and Arrest	64	1.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	18	28.13%
iv. White	28	43.75%
v. Hispanic/ Latino	18	28.13%

Racial Profiling Analysis Report

e. Citation and Arrest	13	0.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	15.38%
iv. White	4	30.77%
v. Hispanic/ Latino	7	53.85%
f. Arrest	42	0.77%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	9	21.43%
iv. White	26	61.90%
v. Hispanic/ Latino	7	16.67%
12. Arrest Based On:		
a. Violation of Penal Code	90	1.66%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	17	18.89%
iv. White	48	53.33%
v. Hispanic/ Latino	25	27.78%
b. Violation of Traffic Law	6	0.11%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	2	33.33%
v. Hispanic/ Latino	3	50.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	23	0.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	47.83%
iv. White	8	34.78%
v. Hispanic/ Latino	4	17.39%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	5425	99.96%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b. YES	2	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:

1

REPORT DATE COMPILED 01/10/2024

COMMISSIONERS COURT AGENDA REQUEST

F.1

The Commissioners' Court convenes in regular session at 2:00 p.m. every other Tuesday. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 01/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditors Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 1/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

****CONSENT AGENDA - FINANCIAL****

Request for approval to disburse property tax refunds in the amount of \$28,924.66 by the Ellis County Tax Collector.



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



Richard Rozier
Ellis County Tax Assessor/Collector

P.O Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151

January 17, 2024

E-Mail: Richard.rozier@co.ellis.tx.us

Request for Approval of January 23, 2024 Commissioner's Court

Refund to be issued	Account #	Refund Amount
Corelogic ✓	261288 ✓	\$9,370.05 ✓
Corelogic ✓	148006 ✓	\$3,705.98 ✓
Corelogic ✓	282603 ✓	\$3,062.84 ✓
Corelogic ✓	279396 ✓	\$7,317.97 ✓
Citizens National Bank ✓	218973 ✓	\$5,467.82 ✓
Total Refunds:		<u>\$28,924.66</u>

Rachel Conte Administrator - Property Tax

Todd Little, County Judge

Commission Perry, Pct. 3

Commissioner Stinson, Pct 1

Commissioner Butler, Pct. 4

Commissioner Grayson, Pct 2



RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 12/05/2023
 Deposit No.: 22CORELO0001

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 282603	
Legal Description of the Property LOT 45 BLK 4 THE CROSS FENCE AT OAK VISTA 2.406 AC	
600 FOUR TREES CROSSING 75167	
OWNER: LEE BRADLEY B SR & EVALYN C	

2022 OVERAGE AMOUNT \$3,062.84^v

70 ELLIS COUNTY, 170: LTRD, 215: MAYPEARL ISD, 504 EC ESD #1 MAY

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to			
	Name: CORELOGIC SOLUTIONS LLC ✓			
	Address: 3001 HACKBERRY RD			
	City, State, Zip: IRVING/TEXAS/75063			
Daytime Phone No.: 817-699-4546		E-Mail Address: tarbin@corelogic.com		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payor/Paid by	Check No.	Due Date	Amount Paid
	Corelogic	wirpay	12/19/2022	\$3,062.84
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)			DATE
<i>Lydia R</i>			12/11/2023	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

22CORELO0001	12/30/2022	52004577	984387507	CH	\$1,978,823.03	\$3,062.84	LG	282603	25442844-CORELOGIC
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 11/27/2023
 Deposit No.: 2022PAYC0001

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 279396 ✓	
Legal Description of the Property LOT 8 BLK 1 MURRAY EST 1.0 AC	
1728 RYDER LEE LN 75165	
OWNER: BURTON BRANDON & SKYLER	

2022 OVERAGE AMOUNT \$7,317.97 ✓

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 307: EC ESD #6 WAX

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CoreLogic Tax Services ✓			
	Address: PO Box 9202			
	City, State, Zip: Coppell, TX 75019			
	Daytime Phone No.: 817-699-3790		E-Mail Address: eandrews@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Pay Date	Amount Paid
	CoreLogic Tax Services	TAR 2811	12-27-22	\$7317.97
	TOTAL AMOUNT PAID (sum of the above amounts)			\$7317.97
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	<input type="checkbox"/>			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
Egan J. Andrews		12-15-23		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

2022PAYC0001 12/30/2022 51921732 884383869 CH \$15,923,183.04 \$7,317.97 LG 279398 25442644-CORELOGIC



RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 12/27/2023
 Deposit No.: W231127TBNB

CITIZENS NATIONAL BANK
 PO BOX 717
 WAXAHACHIE, TX 75168

Account Number 218973 ✓	
Legal Description of the Property LOT 8 BLK B CRYSTAL COVE ESTS-REV 1.013 AC	
331 HUNTER PASS 75165	
OWNER: THE PAIGE LIVING TRUST	

2023 OVERAGE AMOUNT \$5,467.82 ✓

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

lori. mccullough@enb of tax.com

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Where should the refund be issued to:		
	Name: Citizens National Bank of Texas		
	Address: PO Box 717		
	City, State, Zip: Waxahachie TX 75168		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:	972-351-5203	E-Mail Address: lori.mccullough@enb of tax.com
	Payment made by:	ENB of Texas	
	Check No.:	19426	Date Paid: 11-27-23
	Amount Paid:		
TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:		
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.		
This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED)	DATE	
	<i>Lori McCullough</i>		12-27-23
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____			

This application must be completed, signed, and submitted with supporting documentation to be valid.

W231127TBNB	11/27/2023	54566179	019426	CH	\$2,057,714.55	\$5,487.82	LG 218973	1560-CITIZENS NATONA
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RICHARD ROZIBR
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 10/19/2023
 Deposit No.: 2022PAYC0001

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 261288 ✓	
Legal Description of the Property LOT 7 BLK K WINDERMERE ESTATES .22 AC	
510 DOVER DR 76065	
OWNER: MUNOZ JOHN	

2022 OVERAGE AMOUNT \$9,370.05 ✓

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISO, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: <u>CoreLogic Refunds</u> ✓			
	Address: <u>PO Box 9202</u>			
	City, State, Zip: <u>Coppell, TX 75019</u>			
	Daytime Phone No.: <u>817-699-1790</u>		E-Mail Address: <u>andrew@corelogic.com</u>	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	CoreLogic	TAR 2811	12-27-2022	9370.05 ✓
	TOTAL AMOUNT PAID (sum of the above amounts)			9370.05
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Sign of Andrew</i>		DATE 11-1-2023	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

RD0004439695 01/02/2024 51921716 135740 CH \$9,370.05- \$9,370.05- RD 261288 25536849-CORELOGIC



RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 10/19/2023
 Deposit No.: 2022PAYC0001

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 148006	
Legal Description of the Property LOT 2 BOREN ACS PH II S. AC 919 BOREN DR 75165	
OWNER: FORD DONYLE & MICHAEL FORD	

2022 OVERAGE AMOUNT \$3,705.98 ✓

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 507: EC ESD #6 WAX

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: noor ahmed			
	Address: refund department P.O. Box 9202			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	City, State, Zip: Coppell, TX 75019-9766.		Daytime Phone No.: 8178999151	
	E-Mail Address: sunsivakumar@corelogic.com & ano			
	Citizens c/o corelogic	4555817	12/16/2022	\$3,705.98
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) noor ahmed		DATE 10/31/2023	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

RD0004439695 01/02/2024 51921643 135739

CH

S3,705.98

S3,705.98

RD 148006

25536849-CORELOGIC

COMMISSIONERS COURT AGENDA REQUEST

F.2

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 1/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: (972) 825-5123 FAX: (972) 825-5124

DEPARTMENT OR ASSOCIATION: County Auditors Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 01/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consent Agenda - FY2024 Line Item Transfer
Accept funds collected for Estray Animals by the Ellis County Sheriffs Office in the amount of \$550.00 as Unanticipated Revenue
Request for Special Budget of Unanticipated Revenue
INCREASE 001-0010-508700 Estray by \$550.00
Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2023-2024

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2023/2024 Budget as follows:

TRANSFER FROM:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 001-0330-409930, Estray Revenue, \$ 550.00. Row 2: TOTAL, \$ 550.00

TRANSFER TO:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 001-0010-508700, Estray, \$ 550.00. Row 2: TOTAL, \$ 550.00

Signature of Department Head

January 10, 2024 Date Signed

010 / SO Department

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

APPROVED THIS _____ DAY OF _____, 2024

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

Approved by County Auditor's Office: Sam A. Parr



Ellis County Treasurer
 Cheryl Chambers
 101 W. Main Street, Suite 203
 Waxahachie TX 75165
 Phone: (972) 825-5127

Official Receipt
Receipt Number: R2024-00021
Receipt Date: 01/03/2024

Received From: ELLIS COUNTY SHERIFF - ESTRAY FUNDS
 Comments: 01/03/2024 23-16941 ESTRAY CATTLE

Description	Account #	Amount
DEPOSIT TOTAL		\$2,693.86
ESTRAY	001-0330-409930	1338 01
ESTRAY	001-0330-409930	1357 85

Check 104896 & 104907	\$2,693.86	Total Amount	\$2,693.86
		Total paid	\$2,693.86
		Change	\$0.00

ccc
 Issued By: LHartley Batch: B01032024-00001

COMMISSIONERS COURT AGENDA REQUEST

F.3

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified**. This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.

Please fill out this form completely:

DATE: 1/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: (972) 825-5123 FAX: (972) 825-5124

DEPARTMENT OR ASSOCIATION: County Auditors Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 01/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consent Agenda - FY2024 Line Item Transfer
Accept funds collected for restitution by the Ellis County Sheriffs Office in the amount of \$210.00 as Unanticipated Revenue
Request for Special Budget of Unanticipated Revenue
INCREASE 001-0010-506970 Evidence Analysis and Testing by \$210.00
Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.



ELLIS COUNTY LINE ITEM ADJUSTMENT
FISCAL YEAR 2023-2024

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2023/2024 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-40030	Misc Reimb	\$ 210.00
	TOTAL	\$ 210.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-506970	Evidence Analysis and Testing	\$ 210.00
	TOTAL	\$ 210.00


Signature of Department Head

January 10, 2024
Date Signed

010 / SO
Department

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

APPROVED THIS _____ DAY OF _____, 2024

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

Approved by County Auditor's Office: 



Ellis County Treasurer
 Cheryl Chambers
 101 W. Main Street, Suite 203
 Waxahachie TX 75165
 Phone: (972) 825-5127

Official Receipt
 Receipt Number:
 R2024-00086

Receipt Date
 01/10/2024

Received From: ELLIS COUNTY SHERIFF

Comments: 12/31/2023 ECSO PROBATIONER RESTITUTION

COPY

Description	Account #	Amount
ECSO		\$210.00
MISC REIMBURSEMENTS	001-0010-400030	210.00

Check 706750	\$210.00	Total Amount	\$210.00
		Total paid	\$210.00
		Change	\$0.00

Issued By: LHartley *LH* Batch: B01102024-00006

COMMISSIONERS COURT AGENDA REQUEST

F.4

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 1/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Hon. Todd Little

PHONE: (972) 825-5123 FAX: (972) 825-5124

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 01/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consent Agenda - FY2024 Line Item Transfer
DECREASE 001-0140-570000 Contingency- Surplus by \$1,614.00
INCREASE 001-0613-505030 Certification Pay by \$734.00
INCREASE 001-0613-508150 Uniform Allowance by \$880.00



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR FY2024

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the FY2024 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-570000	CONTINGENCY - SURPLUS	\$ 1,614.00
	TOTAL:	\$ 1,614.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-505030	CERTIFICATION PAY	\$ 734.00
001-0613-508150	UNIFORM ALLOWANCE	\$ 880.00
	TOTAL:	\$ 1,614.00



01/16/2024

COUNTY JUDGE

Signature

Date

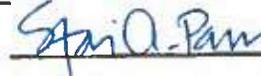
Department

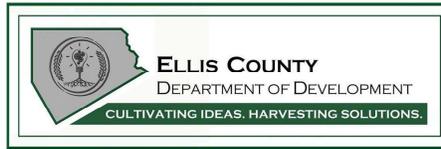
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, _____

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

REVIEWED BY COUNTY AUDITOR'S OFFICE:





**Department of Development Agenda Items
Ellis County Commissioners' Court -
January 23, 2024
2:00 PM**

CONSENT AGENDA

Approval of the Department of Development's (DoD) monthly financial report for December 2023, as required by Chapter 114.044 of the Texas Local Government Code

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration & action of a plat of Irwin Branch Addition Lot 1R-A & 1R-B, being a replat of Irwin Branch Addition, Lot 1. The ± 4.019-acre site is located at the southwest corner of Marshall Road and FM 664, in the city limits and extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4

Agenda Item No. 1.2

Discussion, consideration & action of a plat of Morgan Creek, Phase 4, Lot 25A-25C, being a replat of Morgan Creek, Phase 4, Lot 25. The ± 6.452-acre site is located at the southwest corner of Norrell Road and Murr Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4

Agenda Item No. 1.3

Discussion, consideration and action to allow the County Judge to execute an amendment to the Interlocal Agreement with the City of Ovilla regarding platting authority in the extraterritorial jurisdiction (ETJ).

PUBLIC HEARING

Public Hearing No. 1

Conduct a public hearing on proposed amendments to Order 182.11, the Order Adopting Rules of Ellis County, Texas for On-Site Sewage Facilities, specifically revising Section 9 (Amendments). These amendments primarily 1) reorganize the text layout, 2) adopt minimum sizing requirements & design criteria, 3) increase testing & reporting for non-single-family systems, 4) update reporting requirements, 5) update surface application system requirements, and 6) provide expedited actions for immediate threats to public health, and any other related additions, deletions, and changes; providing a conflicts clause; providing a severability clause and providing for an effective date.

REGULAR AGENDA *continued...*

Agenda Item No. 1.4

Discussion, consideration and action on proposed amendments to Order 182.11, the Order Adopting Rules of Ellis County, Texas for On-Site Sewage Facilities, specifically revising Section 9 (Amendments). These amendments primarily 1) reorganize the text layout, 2) adopt minimum sizing requirements & design criteria, 3) increase testing & reporting for non-single-family systems, 4) update reporting requirements, 5) update surface application system requirements, and 6) provide expedited actions for immediate threats to public health, and any other related additions, deletions, and changes; providing a conflicts clause; providing a severability clause and providing for an effective date.



EXECUTIVE SESSION

MUD updates

ELLIS COUNTY COMMISSIONERS COURT		
Court Date: January 9, 2024		
REPORTING DEPARTMENT: DoD		
AGENDA TYPE <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	DoD FINANCIAL REPORT DECEMBER 2023 CONSENT AGENDA ITEM	

AGENDA CAPTION:

Approval of the Department of Development’s (DoD) monthly financial report for December 2023, as required by Chapter 114.044 of the Texas Local Government Code

EXECUTIVE SUMMARY:

The County Auditor requested all departments receiving monies to submit a monthly financial report for approval to the Commissioners’ Court as required in Texas Local Government Code, Chapter 114.044. This report satisfies this requirement. Below is an approximate summary of revenues and expenditures for December 2023.

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 450.00
001-0060-400580	PWA (Permits)	\$ 14,225.00
001-0060-400720	Plats (Subdivisions)	\$ 5,799.50
001-0060-400940	Septic Fees	\$ 28,540.00
001-0060-406080	Misc. Fees	\$ 1,150.00
001-0921-406260	Recording Fees	\$ 622.00
003-0601-400920	Pct. No. 1 – Subdivision Percentage (Road) Fees	\$ 0.00
004-0652-400920	Pct. No. 2 – Subdivision Percentage (Road) Fees	\$ 0.00
005-0703-400920	Pct. No. 3 – Subdivision Percentage (Road) Fees	\$ 0.00
006-0754-400920	Pct. No. 4 – Subdivision Percentage (Road) Fees	\$ 0.00
076-0976-409760	Subdivision Inspection Fees (Special Fund)	\$ 0.00
REVENUES		\$ 50,786.50

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 0.00
001-0060-507030	Telephone	\$ 1,103.67
001-0060-508010	Supplies	\$ 623.19
001-0060-508020	Equipment	\$ 57.93
001-0060-508050	Conference	\$ 0.00
001-0060-508060	Dues	\$ 214.00
001-0060-508080	Auto Gas	\$ 1,122.07
001-0060-508090	Auto Repairs	\$ 0.00
001-0060-508100	Auto Tires	\$ 20.00
001-0060-508190	Computer	\$ 19.99
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 369.67
001-0060-508880	Computer Software	\$ 958.33
001-0060-508990	Development Testing	\$ 0.00
076-0976-509978	Subdivision Inspection Fees (Special Fund)	\$ 0.00
EXPENDITURES		\$ 4,488.85

ELLIS COUNTY COMMISSIONERS COURT		January 23, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Irwin Branch Addition Lot 1R-A and 1R-B Replat Pct. No. 4 AGENDA ITEM NO. 1.1		

CAPTION:

Discussion, consideration & action of a replat of Irwin Branch Addition Lot 1R-A & 1R-B, being a replat of Irwin Branch Addition, Lot 1. The ± 4.019-acre site is located at the southwest corner of Marshall Road and FM 664, in the city limits and extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.

CASE TYPE:

- Bond/Letter of Credit
- Plat/Plat-related
- Regulation Amendment
- Variance Request
- Misc.

PARCEL ID OR ADDRESS:

Parcel ID No. 290745

APPLICANT(s):

Rhendi & Patrick Heibel

ATTACHMENTS:

- 1) Plat

STAFF RECOMMENDATION:

- Approved, as presented**
- Approved w/ conditions
(See Analysis section)
- Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to replat the property to create one (1) additional residential lot for a total of two (2) residential lots.
- The City of Waxahachie approved this replat at their meeting on November 29, 2023.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Marshal Road	Local (60')	None; Existing ROW (61-102')	Yes
FM 664	Major (100-120')	None; Existing ROW (143')	Yes

WATER SOURCE:

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Sardis Lone Elm	6-inch	10/12/2023

NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING NOTICE
Waxahachie Sun	12/15/2023	Twenty (20) certified notices

ANALYSIS:

Upon reviewing the proposed replat, staff confirms that this replat application meets the County's current subdivision regulations and recommends **approval** of this replat as presented.

ELLIS COUNTY COMMISSIONERS COURT		January 23, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Morgan Creek Estates Lots 25A, 25B, 25C Phase 4 Replat Pct. No. 4 AGENDA ITEM NO. 1.2		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration & action of a plat of Morgan Creek, Phase 4, Lot 25A-25C, being a replat of Morgan Creek, Phase 4, Lot 25. The ± 6.452-acre site is located at the southwest corner of Norrell Road and Murr Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

CASE TYPE:

- Bond/Letter of Credit
- Plat/Plat-related
- Regulation Amendment
- Variance Request
- Misc.

PARCEL ID OR ADDRESS:

Parcel ID No. 199209

APPLICANT(s):

Lionzo & Rosaida Gomez

ATTACHMENTS:

- 1) Plat

STAFF RECOMMENDATION:

- Approved, as presented**
- Approved w/ conditions
(See Analysis section)
- Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to replat the property to create two (2) additional residential lots for a total of three (3) residential lots.
- The City of Midlothian approved this replat on November 15, 2023.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Murr Road	Local (60')	± 30 ft. from centerline of the road;	Yes
Norrell Road	Minor (80 – 100')	15' by this plat; 45' ft. total from centerline	Yes

WATER SOURCE:

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Mt. Peak SUD	12-inch	2/28/2023

NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING NOTICE
Waxahachie Sun	12/15/2023	Eight (8) certified notices

ANALYSIS:

Upon reviewing the proposed replat, staff confirms that this replat application meets the County's current subdivision regulations and recommends **approval** of this replat as presented.

ELLIS COUNTY COMMISSIONERS COURT		January 23, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	AMENDMENT TO OVILLA PLAT INTERLOCAL AGREEMENT AGENDA ITEM NO. 1.3		

CAPTION:

Discussion, consideration and action to allow the County Judge to execute an amendment to the Interlocal Agreement with the City of Ovilla regarding platting authority in the extraterritorial jurisdiction (ETJ).

CASE TYPE:

- Bond/Letter of Credit
- Plat/Plat-related
- Regulation Amendment
- Variance Request
- Misc.

ATTACHMENTS:

- 1) Draft Amendment

STAFF RECOMMENDATION:

- Approved, as presented**
- Approved w/ conditions
(See Analysis section)
- Deny request
- Continue/Table request

PROPOSAL & BACKGROUND INFORMATION:

- On March 14, 2005, Ellis County and the City of Ovilla executed an interlocal agreement (Minute Order 79.05) allowing both entities to have joint platting authority in the ETJ, to comply with state law.
- Upon passage of HB 3167 in 2019 and other bills restricting annexation, the 2005 agreement was no longer feasible as it became impossible to get two (2) governmental approvals on a plat within the new prescribed timeline established by the State Legislature.
- On November 19, 2019, Ellis County and Ovilla executed a new agreement (Minute Order 473.19) to apportion the ETJ by allowing the County exclusive platting authority in the ETJ for all areas not designated as special districts and Ovilla having exclusive platting authority in areas designated as a special district. At the time of the 2019 agreement, there were no special districts in Ovilla’s ETJ, and thus, no Exhibit A was included. Exhibit B shows all Ovilla’s ETJ as County-exclusive for platting authority.
- Recently, a developer filed a proposed MUD with TCEQ within the ETJ. Ovilla would like to exercise that exclusive platting authority in the ETJ, but an updated map is needed to reflect that. This is in line with the spirit of the 2019 agreement.
- The map amendment is the only significant change in this amendment as it goes from two maps to one map (new Exhibit A), which better reflects the established apportionment for each entity. Any new MUDs in Ovilla’s ETJ will likely require a future amendment to update the new Exhibit A.
- The City of Ovilla signed off on this agreement on January 5, 2024, and executed this agreement, labeled Attachment No. 1

ANALYSIS:

Staff recommends approval of this plat interlocal agreement amendment with the City of Ovilla, as presented.

**FIRST AMENDMENT TO THE AGREEMENT ON SUBDIVISION PLATTING
IN THE EXTRATERRITORIAL JURISDICTION (ETJ)
BETWEEN THE CITY OF OVILLA, TEXAS AND
ELLIS COUNTY, TEXAS**

THIS FIRST AMENDMENT to the Agreement on Subdivision and Platting between the City of Ovilla, Texas and Ellis County, Texas (the “Agreement”) is made and entered into by and between Ellis County, Texas, (the “County”) and the City of Ovilla, Texas, (the City”) this agreement is hereinafter (the “First Amendment”). The County and the City are collectively referred to herein as the “Parties” or each individually as a “Party”.

WHEREAS, on October 15, 2019, the Parties entered into the Agreement as authorized by Ellis County Commissioners Court Order Number 473.19 and approved by the Ovilla City Council for the purpose of establishing their respective exclusive jurisdiction to regulate subdivision plats and approve subdivision construction plans in the apportioned area of the City’s extraterritorial jurisdiction, hereafter “City ETJ” and the apportioned area of the County; and

WHEREAS, under the Agreement, the County and City have agreed upon the terms under which the City and County shall have exclusive jurisdiction to regulate subdivision plats and approve subdivision construction plans in each Party’s apportioned area of the extraterritorial jurisdiction (the “ETJ”), and neither Party desires to alter or amend the terms of the Agreement except as expressly set forth herein; and

WHEREAS, neither Party has been able to locate an official copy of Exhibit “A” that was approved pursuant to the Agreement under which the Parties have been operating, and the Parties agree that attached Exhibit “A” (defined below) depicts the boundaries of the apportioned areas under which they have been operating pursuant to the Agreement and should be approved as a housekeeping matter; and

WHEREAS, the County and the City mutually desire to enter into this Agreement to coordinate the exercise of their respective subdivision platting authorities as provided in §242.001(d)(3), Local Government Code, as amended, through apportionment of the ETJ and to approve Exhibit “A” hereto and incorporate Exhibit “A” into the Agreement.

NOW, THEREFORE, the County and the City for the mutual covenants and agreements contained in the original Agreement and as contained herein, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

**SECTION 1.
INCORPORATION**

The foregoing recitals are true and correct findings of the Parties, form the basis upon which the Parties negotiated and entered into this Agreement, are legislative findings of the City Council, and reflect the final intent of the Parties with regard to the subject matter of this First Amendment.

**SECTION 2.
FIRST AMENDMENT**

The Parties ratify, approve, and agree to incorporate **Exhibit “A”**, “Apportioned Areas” into the Agreement to reflect the City’s apportioned area of its ETJ and the County’s apportioned area. All other terms and conditions of the Agreement not expressly amended by this First Amendment shall remain in full force and affect and are hereby affirmed and ratified by the Parties. **Exhibit “A”** is attached hereto and incorporated herein for all purposes and amends the Agreement. All references to **Exhibit “A” and Exhibit “B”** in the Agreement and this First Amendment shall mean the attached **Exhibit “A”**. **Exhibit “B”** is therefore deleted, as the areas of each entities responsibilities is demarcated in **Exhibit “A”**.

**SECTION 3.
MISCELLANEOUS**

3.01. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.02. Severability. Any clause, sentence, provision, paragraph, or article of this First Amendment or of the Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this First Amendment or the Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

3.03. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Texas Local Government Code.

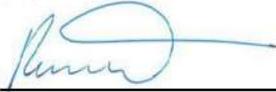
3.04. Preservation of Powers. Except as expressly provided otherwise herein, nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable to protect the public health, safety, and welfare.

Executed this _____ day of _____, 2024.

ELLIS COUNTY, TEXAS
101 W. Main Street, Ste. 302
Waxahachie, Texas 75165

CITY OF OVILLA, TEXAS
105 Cockrell Hill
Ovilla, Texas 75009

By: _____
Honorable Todd Little
Ellis County Judge
Acting by and on behalf of the authority
of the Ellis County Commissioners Court

By:  _____
Richard Dormier
Mayor of the City of Ovilla, Texas
Acting by and on behalf of the authority
of the City of Ovilla, Texas

ATTEST:

ATTEST:

By: _____
Ellis County Clerk

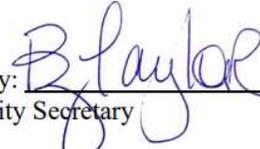
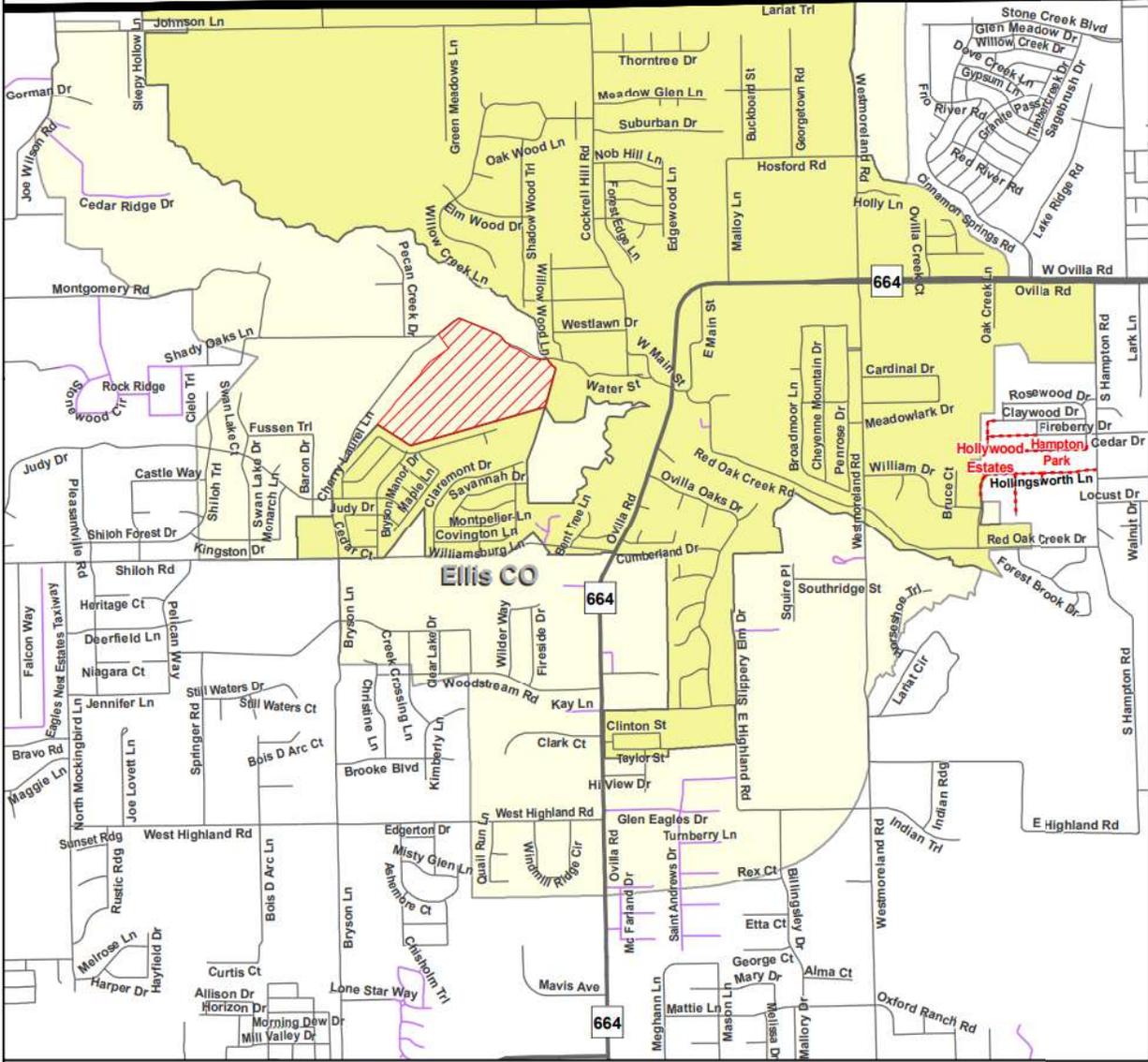
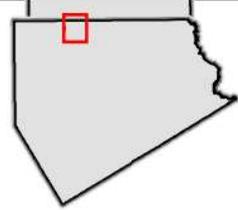
By:  _____
City Secretary

EXHIBIT A

Dallas CO



ETJ	Ovilla ETJ	Ellis County	N	<p>Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.</p> <p>Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US</p>	
	Ovilla ETJ			<p>0 1,500 3,000 Feet</p>	
	Ovilla				
	City Exclusive Review				

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 -96.892216 32.526968 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 12/21/2023

ELLIS COUNTY COMMISSIONERS COURT		January 23, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input checked="" type="checkbox"/> Public Hearing	SEPTIC ORDER AMENDMENTS PUBLIC HEARING NO. 1 & AGENDA ITEM NO. 1.4		

CAPTION:

Conduct a public hearing for consideration, discussion, and action on proposed amendments to Order 182.11, the Order Adopting Rules of Ellis County, Texas for On-Site Sewage Facilities, specifically revising Section 9 (Amendments). These amendments primarily 1) reorganize the text layout, 2) adopt minimum sizing requirements & design criteria, 3) increase testing & reporting for non-single-family systems, 4) update reporting requirements, 5) update surface application system requirements, and 6) provide expedited actions for immediate threats to public health, and any other related additions, deletions, and changes; providing a conflicts clause; providing a severability clause, and providing for an effective date.

CASE TYPE:

- Bond/Letter of Credit
- Plat/Plat-related
- Regulation Amendment
- Variance Request
- Misc.

ATTACHMENTS:

- 1) Draft Order with Red-Line Edits

STAFF RECOMMENDATION:

- Approved, as presented**
- Approved w/ conditions
(See Analysis section)
- Deny request
- Continue/Table request

PROPOSAL & BACKGROUND INFORMATION:

- The current Septic Order has been in effect since June 26, 2011, without any revisions.
- Staff brings forth this set of septic amendments to keep up with development trends and reflect updated industry practices and procedures while protecting the overall public health and safety of Ellis County citizens.
- The Commissioners Court held a workshop on these proposed septic amendments on June 27, 2023. During that workshop, the Court gave staff direction on what they would like included and removed from those set of proposed amendments.
- Based on the feedback received from the Commissioners Court at that workshop, staff sent a draft copy of the amendments to TCEQ on July 17, 2023. Staff received TCEQ’s approval to proceed on December 13, 2023.
- Staff advertised these amendments in the Wednesday, January 3, 2024, edition of the Waxahachie Sun, satisfying the state’s notification requirement of between 72 hours and not more than 30 days.
- Staff also posted the proposed amendments on its website starting on the same date to allow the general public an opportunity to see the proposed changes.
- If approved by the Commissioners’ Court, the next step is to submit the signed Order with amendments to TCEQ along with the publisher’s affidavit for the Order to meet adopted state rules (Texas Administrative Code, Chapter 285) and become effective.
- In the next section below, you will find a summary of the proposed changes along with the redline edits and staff analysis of each change in Attachment No. 1.

SUMMARY OF MAJOR PROPOSED CHANGES

Section 6: Revises language to state that the County's areas of jurisdiction only apply to the unincorporated areas and those areas where the County has an existing interlocal agreement for septic inspections.

Section 9: Reorganize the entire layout within this section to make it flow better and minor wordsmithing

- (a) All submitted designs are required to be legible, scaled, professional-quality, and must include all proposed and existing structures, utilities, easements, etc., to ensure that proper measures and appropriate setbacks are established for the protection of all citizens.
- (b) Include language already found in the subdivision regulations requiring a minimum of one (1) acre or two (2) acres for water wells as approved by Prairielands.
- (c) Clarifies language that prevents homeowners from installing their own septic systems without a valid TCEQ license.
- (d) Clarifies that a maintenance "contract" is required; previously stated "requiring maintenance," but the County has had continuous maintenance contracts since 2011. Also, contract renewals from the same provider shall not be accepted until previous contract reports have been submitted, ensuring providers perform their jobs and provide accurate reporting details.
- (e) Reduces failure to submit reports from eight (8) months to six (6) months for homeowners doing their own maintenance.
- (f) (1) This will warn the system owner of a problem early on and helps increase the public health and safety of citizens. (2) In some cases, most or all the topsoil is removed during the development stages of a property leaving only exposed rock. This allows vegetative growth to occur. (3) Previously, the timer regulations were from 1 AM to 4 AM, but this change defaults it to the minimum state requirements (12 AM to 5 AM).
- (g) Increases the minimum sizing factor for any structure up to 1,500 square feet to 180 gallons per day on RVs, guest houses, offices, and apartments to account for better septic calculations. For RV parks, the calculations increase from 40 to 100 gallons per day per RV vehicle due to increased size and more "home-type amenities." which increase the amount of disposal. This proposed increase ensures we capture a more accurate amount and that an adequate disposal area is maintained.
- (h) No change in text except spelling out abbreviations and numerical values.
- (i) Minor changes in text to spell out abbreviations and numerical values. Other changes include requiring an annual water bill upon request and a metering device for systems with greater than 501 gallons and/or BODs greater than 66.

- (j) If an OSSF is deemed an immediate public threat with sewage exposed above ground, immediate pumping is required, and compliance reduces from 30 to 10 days with fines ranging from \$150-\$500 per day per offense.

ANALYSIS:

Staff has researched and vetted these proposed amendments thoroughly while balancing public health and safety and allowing homeowners a bit more flexibility. Therefore, staff recommends **approval** of these proposed regulations.

Any major changes to these proposed regulations will likely require additional review from TCEQ and additional time to notify before another public hearing is set .

COUNTY OF ELLIS §
STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is Krystal Valdez, and I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk’s Office for the County of Ellis, Texas. Attached hereto are eleven (11) pages of records known as **ORDER ADOPTING RULES OF ELLIS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES.**

The records are kept by me as County Clerk, County of Ellis, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

Krystal Valdez
County Clerk – Ellis County

Before me, the undersigned authority, a Notary Public in and for Ellis County, Texas, on this day personally appeared Krystal Valdez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

Notary/Public, State of Texas
My commission expires:

**ORDER ADOPTING RULES
OF ELLIS COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES**

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and,

WHEREAS, the Legislature enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to eliminate and prevent health hazards from the use of on-site sewage facilities; and,

WHEREAS, the County of Ellis, Texas, understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities and may have responsibilities under the following provisions:

- Texas Health and Safety Code Chapters 366 (On-Site Sewage Disposal Systems) and 367 On-Site Wastewater Treatment Research;
- Texas Water Code Chapters 7 (Enforcement), 26 (Water Quality), and 37 (Occupational Licensing and Registration);
- 30 Texas Administrative Code Chapters 30, (Occupational Licensing and Registrations) 70 (Enforcement), and 285 (On-Site Sewage Facilities); and
- Section 9 of this Order (More Stringent Requirements)

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Ellis County, Texas, should enact an Order regulating the installation or use of on-site sewage facilities in the County of Ellis, Texas; and,

WHEREAS, the Commissioners Court of Ellis County, Texas, finds that the use of on-site sewage facilities in Ellis County, Texas, is causing or may cause pollution and is injuring or may injure the public health; and,

WHEREAS, the Commissioners Court of Ellis County, Texas, has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution or injury to public health in Ellis County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS:

SECTION 1.

That the matters and facts recited in the preamble are true and correct, and

SECTION 2.

That the use of on-site sewage facilities in Ellis County, Texas is causing or may cause pollution or is injuring or may injure the public health, and;

SECTION 3.

This Order repeals and replaces any other On-Site Sewage Facility (OSSF) Order for Ellis County, Texas, and

SECTION 4.

That an Order for Ellis County, Texas be adopted entitled “On-Site Sewage Facilities,” which shall read as follows:

SECTION 5.

That the County of Ellis, Texas wishing to adopt more stringent requirements for its OSSF Order, understands that the more stringent requirements in this Order take precedence over the corresponding TCEQ rule.

SECTION 6. AREA OF JURISDICTION.

These Rules shall apply to all the areas lying within the unincorporated areas of Ellis County, Texas, except for the areas regulated under an existing Order, Ordinance, Resolution or in areas where a current and approved interlocal agreement exists with that governmental entity.

SECTION 7. COMPLIANCE WITH ORDER.

All on-site sewage disposal systems installed in the jurisdictional area of Ellis County must comply with this Order.

SECTION 8. INCORPORATION BY REFERENCE.

The following statutes and rules, including all future amendments to the statutes and rules, are incorporated by reference specifically, but not limited to:

- Texas Health and Safety Code Chapters 366 (On-Site Sewage Disposal Systems) and 367 On-Site Wastewater Treatment Research;
- Texas Water Code Chapters 7 (Enforcement), 26 (Water Quality) and 37 (Occupational Licensing and Registration); and
- 30 Texas Administrative Code Chapters 30, (Occupational Licensing and Registrations) 70 (Enforcement), and 285 (On-Site Sewage Facilities).

SECTION 9. MORE STRINGENT REQUIREMENTS

30 TAC § 285.10 allows local governmental entities to propose more stringent standards than minimally required by 30 TAC Chapter 285. Ellis County, Texas has determined that more stringent requirements are necessary to protect human health and the environment. The justification for the more stringent requirements is in Exhibit A of this Order. The following more stringent requirements are adopted by Ellis County, Texas in this Order:

APPLICATION

- (a) To provide greater public health and safety protection, Ellis County shall require an application, permit fee, and inspection for construction, alteration, extension, or repair to a residential or commercial on-site sewage facility, regardless of the size of the tract of land.

(# 1) An application and permit shall be obtained from the Ellis County Department of Development or other department authorized by the Commissioners' Court for all structures using on-site sewage facilities for sewage disposal prior to their construction.

STAFF ANALYSIS: Minor wordsmithing.

(# 2) ~~All habitable structures,~~ Upon their completion, all habitable structures must shall be connected to either a central wastewater treatment sanitary sewer system or an approved sewage disposal system.

STAFF ANALYSIS: Minor wordsmithing.

(# 3) Planning materials for all OSSFs submitted to ~~the~~ Ellis County Department of Development or other department as authorized by the Ellis County Commissioners' Court shall be ~~submitted~~ designed by a Registered Professional Sanitarian (RS) or a Professional Engineer (PE) for its review ~~and approval~~.

STAFF ANALYSIS: Minor wordsmithing.

(# 4) Site evaluations shall only be performed by a Professional Engineer (PE) or a registered professional sanitarian (RS) holding a valid TCEQ site evaluator license.

STAFF ANALYSIS: Added initials to the listed professions.

(5) All on-site sewage facility detailed designs shall be of professional quality and designed by a licensed professional with a scaled drawing that is legible and easy to read.

(6) All proposed and existing structures shall be included in the design, including but not limited to secondary residences, guest houses, septic systems, outbuildings, pools, pavement, barns, sheds, etc. Waterlines, meters, wells, overhead electric lines, driveways, and access easements shall also be shown. Other items may be required upon further review.

STAFF ANALYSIS: (5) & (6) Due to the substandard nature of the drawings staff receives, this requires a scaled drawing for all septic designs and all other items required to be on the drawing. In addition, detailed, professional designs ensure that proper measures are taken for the protection of all citizens. The inclusion of all existing structures, other OSSFs, outbuildings, etc., ensures that all proper setback distances are met.

REQUIREMENTS

(# b) ~~All platted or created subdivisions of single family dwellings using individual on-site sewage facilities for sewage disposal shall have lots of at least one (1) acre.~~

Any tract of land utilizing on-site sewage facilities, whether subdivided from a larger tract or through the platting process, shall contain meet the following requirements:

(1) A minimum of one (1) acre, if the property is/will be served by a public or private water supply, or;

- (2) If the property is to be served by a private water well, the property shall have a minimum of two (2) acres, or as approved by Prairielands Groundwater Conservation District (PGCD),, provided it is a minimum of one (1) acre

STAFF ANALYSIS: Matches language already found in Volume I of the County's Subdivision Regulations. This lot size requirement will ensure that all lots will provide adequate land area for the proper treatment and disposal of wastewater.

INSTALLATION, MAINTENANCE & CONTRACTS

- ~~(C c)~~ ~~All construction, alteration, extension, or repair of an on-site sewage facility shall be by a licensed installer or repair.~~ There shall be no property owner/homeowner installations unless the property owner/homeowner is also a licensed Installer with a valid license.

STAFF ANALYSIS: Prevents homeowners from installing their own septic systems without a valid license.

- ~~(B d)~~ To provide greater public health and safety protection, Ellis County shall require ~~the a~~ maintenance contract for all OSSFs identified in Chapter 285.91(12) to be ~~performed~~ fulfilled by a TCEQ-registered maintenance provider with a valid license, unless:

- (1) Exemptions to the required contract by the maintenance provider shall include the following listed below, but does not waive the required reporting mentioned in paragraph (g):

- ~~(A i)~~ The homeowner/property owner is a TCEQ-registered/licensed maintenance provider with a valid license, or
- ~~(A ii)~~ The homeowner/property owner was trained by an installer or takes a basic homeowner maintenance course approved by Ellis County with a valid certificate, or
- ~~(A iii)~~ The homeowner/property owner holds a valid Class C or higher wastewater treatment license and is certificated by the manufacturer for the brand of OSSF that they own.

STAFF ANALYSIS: Clarifies that a maintenance "contract" is required; previously only stated maintenance. Have required ongoing maintenance contracts since 2011.

- (2) Contract renewals shall not be accepted unless all maintenance reports from the previous contract period have been submitted.

STAFF ANALYSIS: Contract renewals from the same provider shall not be accepted until previous contract reports have been submitted. This ensures providers perform their jobs and provide accurate reporting details.

- ~~(E e)~~ Maintenance Inspections and Reports:

- (1) Inspections and inspection reports, ~~at a minimum, must~~ shall meet all inspection and testing requirements ~~as set by the Rules, Ellis County, as well as,~~ and the inspection and testing requirements outlined by the manufacturer for the brand being inspected.

~~(2) Inspection reports shall address all inspection and testing requirements as set by the Rules, Ellis County, as well as, the testing requirements outlined by the manufacturer for the brand being inspected.~~

(2) A homeowner of a single-family residence conducting ~~his/her~~ their own maintenance ~~must~~ shall comply with all inspection, testing, and reporting requirements identified in Chapter 285.91(12). Failure to provide and submit to Ellis County inspection and testing reports for at least ~~eight~~ six (6) consecutive months shall result in forfeiting homeowner maintenance and shall require a maintenance contract with a registered maintenance provider.

(3) Ellis County shall require the reporting of the sludge levels in the pump tank and the condition of the spray area to be included on each required testing report specified by the Rules.

STAFF ANALYSIS: Reduces failure to submit reports from eight (8) months to six (6) months. This is only for homeowners doing their own maintenance.

SYSTEM SPECIFICATIONS & DESIGN

(f) Surface Application Systems:

~~(1) Surface application systems shall not be equipped with an automatic override switch/float below the high-water alarm level.~~

STAFF ANALYSIS: This will warn the system owner of a problem early on and helps increase the public health and safety of citizens

~~(2) The site for surface application systems shall be clear of all exposed rock, or the exposed rock shall be covered with at least four (4) inches of soil suitable to support vegetative growth, such as ground cover, with either seed or sod, with the County inspector making such a determination.~~

STAFF ANALYSIS: In some cases, most or all the topsoil is removed during the development stages of a property leaving only exposed rock. This allows vegetative growth to occur.

~~(3) All surface spray systems shall have timers to be set to go off between 1:00 AM and 4:00 AM 12:00 AM and 5:00 AM.~~

STAFF ANALYSIS: Previously, the timer regulations were from 1 AM to 4 AM, but this change defaults it to the minimum state requirements (12 AM to 5 AM).

(g) Minimum Sizing:

~~(1) For new structures, the minimum sizing factor for any structure up to 1,500 square feet shall be one hundred eighty (180) gallons per day, including recreational vehicles, guest houses, offices, apartments, etc., (does not include RV parks).~~

STAFF ANALYSIS: Often times we do not know what the next user of a property may do. An office may be converted into a secondary dwelling without proper documentation. This will ensure that the OSSF is properly sized to protect the function and performance of the OSSF to account for better septic calculations.

(2) Recreational vehicle parks shall be designed for a minimum wastewater usage of one hundred (100) gallons per day per recreational vehicle.

STAFF ANALYSIS: As recreational vehicles increase in size, the calculations increase from 40 to 100 gallons per day per RV vehicle due to increased size and more “home-type amenities” such as clothes-washing and dishwashing machines built in, which increase the amount of disposal. This proposed increase ensures we capture a more accurate amount and that an adequate disposal area is maintained.

NON-SINGLE FAMILY SYSTEMS

~~(# h)~~ Any building/structure other than a single-family dwelling using an on-site sewage facility and receiving secondary treatment of the effluent with water usage of ~~no more than~~ less than or equal to five hundred (500) gallons per day (GPD) and/or a Biological Oxygen Demand (BOD) level of ~~no more than~~ less than or equal to sixty-five (65) shall be required to have a maintenance contract performed by a TCEQ-licensed maintenance provider. These numbers shall be rounded up or down to the nearest whole number.

(1) Testing and reporting frequency shall be once every four (4) months.

(2) One (1) BOD and Total Suspended Solids (TSS) Grab sample ~~will~~ shall be required once each year.

(3) ~~Test~~ results of each testing shall be sent to the ~~Ellis County~~ Department of Development within fourteen (14) days after the test is performed.

(4) Annual water bill shall be provided upon request.

(5) The OSSF system does not require any additional treatment components.

STAFF ANALYSIS: Minor wordsmithing; added word numbers to their numerical value.

~~(# i)~~ Any building/structure other than a single-family dwelling using an on-site sewage facility and receiving secondary treatment of the effluent with water usage of five hundred and one (501) gallons per day (GPD) and/or a Biological Oxygen Demand (BOD) level of sixty-six (66) or more shall be ~~checked~~ inspected and maintained monthly by a contracted TCEQ-licensed maintenance provider. These numbers shall be rounded up or down to the nearest whole number.

(1) A chlorine residual or fecal coliform test shall be made at each site visit where disinfection is required.

(2) One (1) BOD and Total Suspended Solids (TSS), Grab Sample Test, shall be conducted per year.

(3) The test results shall be sent to the Department of Development within fourteen (14) days after the test is performed.

(4) Annual water bill shall be provided upon request.

(5) A metering device capable of measuring and recording effluent flow shall be installed. This value shall be included in each monthly report.

STAFF ANALYSIS: Minor wordsmithing; added word numbers to their numerical value

Also adds the water bill and metering device for systems with greater than 501 gallons and/or BODs greater than 66. The operation and maintenance of non-single family OSSF's often present increased treatment and disposal challenges that may exceed the knowledge of non-qualified specialists. These increased testing and reporting measures will ensure proper function of these systems.

IMMEDIATE THREAT

(i) Immediate Health & Safety Threat:

If the Authorized Agent determines an on-site sewage facility exhibiting an immediate threat to public health with sewage exposed aboveground, the property owner shall have the on-site sewage facility pumped immediately. The property owner shall be given ten (10) days after the initial violation notice date to initiate repairs or replace the malfunctioning on-site sewage facility. The applicable fines shall range from a minimum of \$150.00 but not exceed \$500.00 each day the violation occurs for non-compliance.

STAFF ANALYSIS: OSSF shall be immediately pumped if determined to be an immediate threat to public health and safety, with fines ranging from \$150-\$500 per day per offense. Reduces time for compliance from 30 days to 10 days for severe offenses, as determined by the director.

SECTION 10. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Ellis County, Texas. A fee of \$10 shall also be collected for each on-site sewage facility permit to be paid to the TCEQ Water Resources Management Account, as required by the THSC Chapter 367.

SECTION 11. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Ellis County, Texas.

SECTION 12. ENFORCEMENT PLAN

The County of Ellis, Texas understands that, at a minimum, it must follow the requirements in 30 Texas Administrative Code § 285.71 (Authorized Agent Enforcement of OSSFs). This includes timely investigating complaints, notifying complainants of findings, and taking appropriate action related to any documented violations. Records related to these activities shall be retained for review by TCEQ.

The County shall take appropriate and timely action on all documented violations, which may include any available penalties and remedies, pursuant to all applicable provisions related to on-site sewage facilities, including those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7 and 26 of the Texas Water Code, and 30 Texas Administrative Code Chapter 285.

SECTION 13. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Ellis County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared void by a valid judgment or decree of any court of competent jurisdiction the judgment of decree shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order.

SECTION 14. RELINQUISHMENT OF ORDER

If the Authorized Agent of Ellis County, Texas decides to relinquish its authority to regulate on-site sewage facilities in its area of jurisdiction, the local government entity (previously the Authorized Agent) and TCEQ shall follow the procedures in 30 TAC§ 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the local government entity understands that it may be subject to charge-back fees in accordance with 30 TAC§ 285.10 (d) (5) and §285.14.

SECTION 15. TITLE VI COMPLIANCE

If necessary, based on the need for access to information in a language other than English by the community, the Authorized Agent shall provide information regarding this Order, including notice, applications, and enforcement actions, in an alternative language. The Authorized Agent may base its determination on all relevant factors including whether the elementary or middle school nearest to the site is required to provide a bilingual education program as required by Texas Education Code, Chapter 29, Subchapter B; whether there is newspaper regularly published in an alternative language; or if the AA has historical knowledge.

SECTION 16. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of TCEQ.

AND IT IS SO ORDERED:

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS, ON THIS THE ____ DAY OF ____, 20__.

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

EXHIBIT A
Justifications for Section 9

SECTION 9. MORE STRINGENT REQUIREMENTS

30 TAC § 285.10 allows local governmental entities to propose more stringent standards than minimally required by 30 TAC Chapter 285. Ellis County, Texas, has determined that more stringent requirements are necessary to protect human health and the environment. The justification for the more stringent requirements is in Exhibit A of this Order. The following more stringent requirements are adopted by Ellis County, Texas, in this Order:

APPLICATION

JUSTIFICATION: (a) The County of Ellis will require the permitting of ALL OSSF's within the unincorporated areas of Ellis County or where an interlocal agreement exists regardless of the size of the tract of land to protect the health and welfare of all citizens.

JUSTIFICATION: (1) Requiring an application and permit prior to an OSSF's construction will ensure that OSSF's are designed in accordance with current State regulations.

JUSTIFICATION: (2) Requiring all habitable structures to be connected to an OSSF or sanitary sewer will ensure that wastewater generated for all habitable structures is properly managed by either an OSSF or sanitary sewer system.

JUSTIFICATION: (3) Requiring a Registered Sanitarian or Professional Engineer to design all OSSF's will ensure that all OSSF's are designed by individuals who are properly trained in wastewater disposal.

JUSTIFICATION: (4) Requiring Site Evaluations to be performed by a Registered Sanitarian or Profession Engineer further ensures that proper OSSF's are designed and installed.

JUSTIFICATION: (5) Detailed, professional designs ensure that proper measures are taken for the protection of all citizens.

JUSTIFICATION: (6) The inclusion of all existing structures, other OSSF's, outbuildings, etc., ensures that all proper setback distances are met.

REQUIREMENTS

JUSTIFICATION: (b)(1)(2) This lot size requirement will ensure that all lots will provide adequate land area for the proper treatment and disposal of wastewater. Given the shallow and rock laden nature of Ellis County soils, this requirement will ensure that sufficient and safe set-back distances can be maintained.

INSTALLATION, MAINTENANCE & CONTRACTS

JUSTIFICATION: (c) Requiring licensed individuals will ensure that OSSF's are installed by persons who possess proper knowledge and training to properly install the systems.

JUSTIFICATION: (d) Continual maintenance of an OSSF is paramount to its proper function. Maintenance contracts further ensure that proper maintenance is performed by an individual trained in these maintenance practices.

JUSTIFICATION: (1) (i) (ii) These exemptions will allow for homeowners that wish to maintain their OSSF a means to do so, if they have received proper training for the OSSF that they own.

JUSTIFICATION: (2) This will ensure that maintenance providers are fulfilling contractual obligations to the citizens in which they are providing maintenance.

MAINTENANCE INSPECTIONS AND REPORTS:

JUSTIFICATION: (e)(1)(2)(3) Maintenance inspection and reporting criteria will provide Ellis County an avenue to ensure the general health and operation of the OSSF's to prevent against illegal discharge and potential groundwater contamination.

SYSTEM SPECIFICATIONS & SIZINGS

(f) Surface Application Systems:

JUSTIFICATION: (f) (1) The automatic override switch bypasses the required timer of these systems. Requiring the high-water alarm at or below the override switch/float will serve as an indicator to owners of these systems of potential excessive water usage and warn of possible issues earlier. If the system is working properly and goes into alarm, the alarm will deactivate as the water level decreases within the pump chamber.

JUSTIFICATION: (2) In some cases, most or all the topsoil is removed during the development stages of a property leaving only exposed rock. It is necessary to suitable soil capable of sustaining vegetation for these systems to function properly.

JUSTIFICATION: (3) Requiring timers set to activate from 12:00 AM to 5:00 AM on ALL surface application systems will minimize human interaction while these systems are operating.

(g) Minimum Sizing:

JUSTIFICATION: (1) Often times we do not know what the next user of a property may do. An office may be converted into a secondary dwelling without proper documentation. This will ensure that the OSSF is properly sized to protect the function and performance of the OSSF.

JUSTIFICATION: (2) Recreational vehicles are increasing in size. Many have clothes washing and dish washing machines built in. This will ensure that an adequate disposal area is maintained.

NON-SINGLE-FAMILY SYSTEMS

JUSTIFICATION: (h)(1-5) The operation and maintenance of non-single family OSSF's often present increased treatment and disposal challenges that may exceed the knowledge of non-qualified specialists. These increased testing and reporting measures will ensure the proper function of these systems.

JUSTIFICATION: (i)(1-5) The operation and maintenance of non-single family OSSF's often present increased treatment and disposal challenges that may exceed the knowledge of non-qualified specialists. These increased testing and reporting measures will ensure the proper function of these systems.

IMMEDIATE HEALTH & SAFETY THREAT:

JUSTIFICATION: (j) The OSSF shall be immediately pumped if determined to be an immediate threat to public health and safety, with fines ranging from \$150-\$500 per day per offense. Reduces time for compliance from 30 days to 10 days for serious offenses as determined by the director.

COMMISSIONERS COURT AGENDA REQUEST

2.1

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: January 2, 2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: January 9, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval for the County Judge to execute three contracts for Debris Monitoring with (Primary) Thompson Consulting Services, LLC , (Secondary) DebrisTech, LLC and (Tertiary) Witt O'Brien's, LLC awarded June 27, 2023 (Minute Order 313.23).

*

County Attorney Approval

CONTRACT FOR SERVICES
PRIMARY POST DISASTER DEBRIS MONITORING

This Contract (the "Contract") is made and entered into this ____ day of _____, 2023, by and between Ellis County, Texas ("County"), a political subdivision of the State of Texas, and Contractor Thompson Consulting Services, LLC ("Contractor").

WHEREAS, the County desires to obtain services in connection with post disaster debris monitoring within Ellis County and Contractor desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and the document, attached and incorporated for all purposes Exhibit A, the Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007, and Exhibit B, Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas which are incorporated by reference as if fully set forth herein:

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Contractor will provide supplies and services (the "Work") to the County in connection with the Project, such Work more specifically described in Exhibits A and B, attached, and fully incorporated for all intents and purposes.
2. **PROJECT DESCRIPTION**: This contract is for Disaster Debris Monitoring and Consulting Services in Ellis County, Texas, immediately after a tornado, flooding event or other natural or man-made disaster. Contractor shall efficiently monitor the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. Contractor may utilize both local and non-local resources to provide services in the event of activation by the County following a tornado, flood or other natural or man-made disaster. Contractor shall have an initial management team mobilized to Ellis County within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the Ellis County area within 48 hours of receipt of the Notice to Proceed.
3. **NOTICE OF SECONDARY AND TERTIARY AWARDS**: Provider recognizes and accepts the award of Primary Vendor. Provider also recognizes and accepts the awards of DebrisTech, LLC as the Secondary Vendor, and Witt O'Brien's, LLC. as the Tertiary Vendor. Secondary and Tertiary Vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the Secondary Vendor may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Tertiary may be called. The Primary vendor is the first contact. Use of the secondary or tertiary must be approved, in writing, by the Ellis County Purchasing Agent or his designee.
4. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Contractor under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances.
5. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** - Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments including

but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Civil Rights Act of 1991, Federal Insurance Contributions Act (FICA), Fair Labor Standards Act, Equal Pay Act of 1963, and the Affordable Health Care Act, as to treatment and compensation of employees. Debris Tech agrees and shall prepare payroll checks, make all necessary deductions, and pay all taxes and maintain insurance required by Federal, State, and Local Laws. Contractor accepts full responsibility for the payment of wages, compensation, overtime, and benefits to personnel. Contractor shall be responsible for and make all payments of all taxes, assessments, fees, and fines that may be due and owing to any Local, State or Federal Government Agencies.

6. CHANGES: The County may request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to Contractor, which are mutually agreed upon by and between the County and Contractor, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties. Both parties acknowledge and agree that part of the funding for this contract will be from FEMA. Contractor agrees to cooperate with the County by making any changes necessary to this contract to bring the contract into compliance with FEMA standards for FEMA reimbursement.

7. TERM: Contract shall be effective for **twelve (12) months** upon execution by the County unless sooner terminated under the terms set forth herein. It is agreed that the County will have the option to extend the contract for up to **four automatic additional one (1) year terms**. To exercise this option, the County shall serve notice a minimum of 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the County. It is agreed that, due to the nature of the work to be performed, the contractor does not begin work unless the County has issued a Notice to Proceed to the vendor. After a Notice to Proceed is issued the contract agrees to perform the work according to the timeline in Exhibit A. Prices must remain firm for the entire contract.

8. TERMS, DEFINITIONS, AND ACRONYMS:

A. Definitions are provided for those terms listed below.

Agreement Execution – The date on which Service Provider executes and enters into an Agreement with the County to perform the Work.

Agreement Price – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Agreement.

Authorized Representative – County employees and/or contracted individuals designated by the County or County Debris Manager.

Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

Cleanup Crew – A group of individuals and/or an individual working for Contractor collecting disaster debris.

Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile,

carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:

Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

Debris removal must be the legal responsibility of the applicant.

Debris must be a result of the major disaster.

Consultant – the awarded vendor for the Debris Monitoring RFP.

Contractor – the debris removal, remediation, and reduction vendor.

County – Ellis County, Texas, a political subdivision of the State of Texas.

County Debris Manager – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

County Approved Final Disposal Site – A final disposal location approved in writing by the County.

Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

Debris Clearance – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

Debris Monitoring – Actions taken by Consultant in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

Debris Removal Contractor – Also referred to as the "Service Provider."

Demobilization – Following the completion of services provided under the resulting contract, Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

Demolition – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Department – The Director or designee of requesting department(s) named in this solicitation.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

E-Scrap – End of life electronics, typically televisions, computers, and related components

FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

Eliminating immediate threats to lives, public health and safety.

Eliminating immediate threats of significant damage to improved public or private property.

Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Force Account Labor – Labor performed by Consultant's permanent, full time or temporary employees.

Garbage – Waste that is regularly picked up by a Contractor. Common examples of garbage are food, packaging, plastics, and papers.

Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

Hazardous Hangers – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

The limb must be greater than two inches in diameter;

The limb must be suspended in a tree and threatening a public-use area; and

The limb must be located on improved public property.

Hazardous Leaners – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet (2) from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

The tree has more than 50 percent of the crown damaged or destroyed (requires written

documentation from an arborist).

The tree has a split trunk or broken branches that expose the heartwood.

The tree has fallen or been uprooted within a public use area.

The tree is leaning at an angle greater than 30 degrees.

Hazardous Stump - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

The stump has 50 percent or more of the root-ball exposed.

The stump is greater than 24 inches in diameter when measured 24 inches from the ground.

The stump is located on a public right-of-way.

The stump poses an immediate threat to public health and safety.

Household Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

HHW removal must be the legal responsibility of the applicant.

HHW must be a result of the major disaster.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Ellis County may utilize existing environmental contractor to remove this type of waste in a large-scale debris generating event.

Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

National Response Framework (NRF) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

Regulated Waste – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

Respondent – any vendor submitting a proposal to the Debris Monitoring RFP.

Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Service Provider – Another term for Debris Removal Contractor used in Attachment 1.

Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subservice Provider – See definition for Contractor.

Supplemental Agreement – A written order to Consultant signed by the County and accepted by Consultant, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Temporary Debris Staging and Processing Facility (TDSPF) – Site where collected debris is taken by the Service Provider(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

Temporary Debris Storage and Reduction Site (TDSR Site) – TDSR sites are locations designated by the County for the storage and reduction of disaster related debris.

Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

Vegetative Debris – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.

Debris removal must be the legal responsibility of the applicant.

Debris must be a result of the major disaster.

Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking-water supply.

White Goods – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.

White goods removal must be the legal responsibility of the applicant.

White goods must be a result of the major disaster.

Work – Any and all obligations, duties, and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

B. Acronyms:

ACI.....	Air Curtain Incinerator
ACM.....	Asbestos Containing Material
C&D.....	Construction and Demolition
CBRA.....	Coastal Barrier Resources Act
CBRN.....	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
DDIR.....	Detailed Damage Inspection Report
DMS.....	Debris Management Site
DOT	Department of Transportation
DPW.....	Department of Public Works
DRM.....	Disaster Recovery Manager
DSG.....	Disaster Specific Guidance
DTFL.....	Debris Task Force Leader
EO	Executive Order
EMC.....	Emergency Management Coordinator
EPA	Environmental Protection Agency
ER.....	Emergency Relief

ESA Endangered Species Act
 ESF Emergency Support Function
 FEMA Federal Emergency Management Agency
 FHWA Federal Highway Administration
 FMIS Fiscal Management Information System
 TCEQ Texas Commission on Environmental Quality
 TxDOT Texas Department of Transportation
 GIS Geographic Information System
 GPS Global Positioning System
 HHW Household Hazardous Waste
 HUD Department of Housing and Urban Development
 IA Individual Assistance
 ICS Incident Command System
 JFO Joint Field Office
 MRE Meals Ready to Eat
 NEPA National Environmental Policy Act
 NHPA National Historic Preservation Act
 NRCS Natural Resources Conservation Service
 NRF National Response Framework
 OCC Office of Chief Counsel
 OEM Office of Emergency Management
 OSHA Occupational Safety and Health Administration
 PA Public Assistance
 PDA Preliminary Damage Assessment
 PNP Private Nonprofit
 PPDR Private Property Debris Removal
 PPE Personal Protective Equipment
 PW Project Worksheet
 RACM Regulated Asbestos Containing Material
 RCRA Resource Conservation and Recovery Act
 RFB Request for Bid
 RFP Request for Proposals
 ROE Right-of-Entry
 ROW Right-of-Way
 RRC Rapid Response Crew
 SHPO State Historic Preservation Officer
 TDSPF Temporary Debris Staging and Processing Facility
 TDSR Site Temporary Debris Storage and Reduction Site
 TSDF Hazardous Waste Treatment, Storage, and Disposal Facility
 USACE United States Army Corps of Engineers

USCG..... United States Coast Guard
USDA..... United States Department of Agriculture
VOCs..... Volatile Organic Compounds

8. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Contractor by the County and its agencies. The County and its agencies will cooperate with Contractor in every way possible to facilitate the performance of the work described in the contract.

9. SCHEDULE AND DELIVERABLES: Contractor will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Contractor's reports and data will be submitted to the County in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

10. APPROPRIATIONS: The obligations of the County to make payment under this Contract are expressly subject to appropriations by the County of funds that are lawfully available to be applied to such purpose.

11. FINAL COMPLETION AND ACCEPTANCE: Within thirty-one (31) days after the Contractor has given the County's Representative written notice that the work has been completed, or substantially completed, the County's Representative and the County shall inspect the work. If

- (a) the work is found completed or substantially completed in accordance with the contract documents, and
- (b) the Contractor has provided the County's Representative a set of "as built" drawings, the County's Representative shall issue to the County and Contractor a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the County has been given "as-built" drawings of the project by Contractor.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use.

12. BONDS: Payment and Performance Bond shall be as follows:

- a) For a contract in excess of \$100,000.00, a Performance Bonds shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Ellis County.
- b) For a contract in excess of \$25,000.00, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost of Bond premiums is included in the Proposed Price. Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas and filed with the Commissioners Court prior to starting the project. Within six (6) days of receiving the Notice to Proceed, Contractor shall provide and execute the required Performance and Payment Bond and must have a management team in place in Ellis County to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work.

13. CRIMINAL BACKGROUND CHECK: If Contractor personnel have access to Ellis County Data (either on-site or remotely) or access secure areas of Ellis County Facilities, then Contractor personnel must undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Ellis County. Contractor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.

- a. Failure of Contractor to supply personnel who pass a Criminal Background Check could result in termination of the contract.
- b. The Criminal Background Check applies to the individual and not Contractor.
- c. Passing status must be maintained by Contractor personnel for the duration of the contract.

14. GENERAL STATEMENT OF WORK: Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact Ellis County, Texas. Specifically, Contractor shall be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to:

- a. County streets, roads and right-of-ways;
- b. Public property and facilities;
- c. Any other public site as may be directed by the Office of Emergency Management; and
- d. Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Office of Emergency Management.

Contractor shall also be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the County, unless otherwise directed by the Office of Emergency Management. Services shall be performed on an "as needed basis" when directed by the Office of Emergency Management.

The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. Contractor, in concert with the Office of Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the County. Contractor shall then

provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. Contractor shall provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, Contractor shall present to the Office of Emergency Management for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to begin work.

When identifying resources to be made available under this contract, Contractor must use a planning standard approach. Specifically, Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Consultant/Sub-consultant(s) and a general equipment/personnel inventory will suffice. Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be affected through communications with the Office of Emergency Management, his/her authorized representatives, or other County or municipal personnel when so authorized by the County. To the extent authorized by County Office of Emergency Management, Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the Ellis County Office of Emergency Management, upon issuance of the authorization to proceed. Contractor shall be prepared to advise the Ellis County Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

15. COMPENSATION: The County shall compensate Contractor for the Work at the agreed upon pricing in Exhibit A. Contractor will furnish an invoice to the County detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Contractor at 2601 Maitland Center Parkway Maitland, FL 32751 The County shall not be responsible for any payment to Contractor for any additional services or expenses not specifically included in Exhibit B, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

16. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the County or County's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Contractor

shall, after receipt of written notice from the County's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Contractor's expense. No final payment shall be made to Contractor until that remedial action takes place.

17. INSURANCE REQUIREMENTS: Contractor shall provide all required County of Ellis certificates of coverage and all renewals throughout the duration of the Project. For each policy except **Workers' Compensation protection**, Contractor shall name the County as an additional insured and shall provide that the policy requires the insurance carrier to notify the County a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limit and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the County of Ellis as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

- a. **Bodily Injury/Personal Injury/ Property Damage**
--- **\$1,000,000** per occurrence

Contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

18. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Contractor. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, County shall pay Contractor for all work performed and expenses incurred to the date specified in the notice of termination, and Contractor shall turn over to the County all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Contractor or its subordinates and the County may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due the County from Contractor is determined.

19. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

20. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS ELLIS COUNTY, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF ELLIS COUNTY (HEREAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING BUT NOT RESTRICTED TO DEATH) RECEIVED OR BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT BECAUSE OF ANY FAILURE OF CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN.

21. REPORTS AND INFORMATION: Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

22. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

23. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these documents. Contractor shall submit the names and addresses of all proposed subcontractors to the County. Subcontractors may be disqualified by County for the same reason that a Contractor may be disqualified. County shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Contractor for any payments due to the Subcontractor. No subcontractor may provide services unless the County consents.

24. PERMITS: Contractor shall obtain all necessary permits for completing the project at no costs to the County. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Contractor.

25. ADJACENT STRUCTURES: Adjacent structures damaged by Contractor's work on the project must be satisfactorily restored to the County and to the owner of the adjacent structure at Contractor's cost and at no expense to the County.

26. PROTECTION OF PERSONS AND PROPERTY: Contractor is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

27. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Contractor in such manner and at such points as shall be approved by the County's Representative. Contractor shall strictly enforce use of sanitary conveniences. The Contractor shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Contractor fail to clean the premises, County may remove the debris and charge the cost to the Contractor.

28. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

29. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

30. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

31. ENTIRE AGREEMENT: This Contract incorporates all terms and provisions of the attached Exhibit A, the Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007, and Exhibit B, Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas; constitutes the sole and only agreement of the parties hereto; and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. If a term or condition in one of the documents contradicts a term or condition of one of the other documents, then the following priority shall be used to determine the agreed upon term or condition:

- 1st Contract for Services for Post Disaster Debris Monitoring;
- 2nd Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007; and
- 3rd Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas.

32. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs, or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these conditions.

33. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

34. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Ellis, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the Ellis County in the State of Texas in all matters relating to or arising out of this Contract or the Work.

35. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Contractor.

36. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the County shall be sent to:

Todd Little
Ellis County Judge
101 W. Main Street
Waxahachie, Texas 75165

Attn: Hannah Fleming
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751

With a copy to:

Ellis County and District
Attorney
109 S. Jackson St.
Waxahachie, TX 75165

37. Contractor agrees that Ellis County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of Contractor involving those transactions related to RFP-2023-007, their proposal, this contract, and any work performed relative to this contract. Contractor shall agree that Ellis County shall have access during normal working hours to all necessary facilities, staff, and work space in order to conduct audits. Ellis County shall provide Contractor with reasonable advance notice of intended audits. Contractor shall provide records within ten (10) business days or a mutually agreed upon time.

38. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Contractor verifies that the company, and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

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

40. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY ELLIS COUNTY.

41. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. Davis-Bacon Act. Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States).

43. Compliance with the Contract Work Hours and Safety Standards Act. Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

- (a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory). for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) Withholding for unpaid wages and liquidated damages. Ellis County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

44. Rights to Invention Made Under Contract or Agreement. Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

45. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to Ellis County and understands and agrees that the Ellis County will, in turn, report each violation as required to assure notification to the Ellis County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.

1251 et seq.

- (b) The contractor agrees to report each violation to the Ellis County and understands and agrees that the Ellis County will, in turn, report each violation as required to assure notification to the Ellis County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

46. Debarment/Suspension. Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions."

Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by Ellis County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Ellis County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (d) The contractor to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47. Restrictions on Lobbying. Contractor of these funds is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision "Restrictions on Lobbying." Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

48. Procurement of Recovered Materials. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

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

49. Compliance with the Copeland "Anti-Kickback" Act.

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

50. Access to Records. The following access to records requirements apply to this contract:

- (a) The contractor agrees to provide Ellis County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

51. DHS Seal, Logo, and Flags

Contractor acknowledges and agrees that the company, or its employees, shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

52. Compliance with Federal Law, Regulations, and Executive Orders

All parties agree that FEMA financial assistance will be used to fund this contract. Contractor agrees to comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

53. No Obligation by Federal Government

All parties agree and acknowledge that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

54. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges and agrees that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this contract.

55. Drug-Free Workplace

Contractor shall provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. Contractor will execute Drug-Free Workplace Certification as part of this contract with the acknowledgement of the Drug Free Work Place Attribute in IONWAVE, which is incorporated by reference for all relevant purposes.

SIGNATURE PAGE TO FOLLOW:

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written. By signing below, you are verifying that you have authority to contract on behalf of your entity.

COUNTY OF ELLIS, TEXAS

THOMSON CONSULTING SERVICES, LLC

Todd Little, Ellis County Judge



Jon Hoyle, President

ATTEST:

Krystal Valdez, Ellis County Clerk

CONTRACT FOR SERVICES
SECONDARY POST DISASTER DEBRIS MONITORING

This Contract (the "Contract") is made and entered into this 29th day of December, 2023, by and between Ellis County, Texas ("County"), a political subdivision of the State of Texas, and Contractor **DebrisTech, LLC** ("Contractor").

WHEREAS, the County desires to obtain services in connection with post disaster debris monitoring within Ellis County and Contractor desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that document, attached and incorporated for all purposes Exhibit A, the Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007, and Exhibit B, Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas which are incorporated by reference as if fully set forth herein:

Disaster Debris Monitoring
RFP 2023-007

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES:** Contractor will provide supplies and services (the "Work") to the County in connection with the Project, such Work more specifically described in Exhibit A and B, attached, and fully incorporated for all intents and purposes.

2. **PROJECT DESCRIPTION:** This contract is for Disaster Debris Monitoring and Consulting Services in Ellis County, Texas, immediately after a tornado, flooding event or other natural or man-made disaster. Contractor shall efficiently monitor the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. Contractor may utilize both local and non-local resources to provide services in the event of activation by the County following a tornado, flood or other natural or man-made disaster. Contractor shall have an initial management team mobilized to Ellis County within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the Ellis County area within 48 hours of receipt of the Notice to Proceed.

3. **NOTICE OF PRIMARY AND TERTIARY AWARDS:** Provider recognizes and accepts the award of Secondary Vendor. Provider also recognizes and accepts the awards of Thompson Consulting as the Primary Vendor, and Witt O'Brien's, LLC. as the Tertiary Vendor. Secondary and Tertiary Vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the Secondary Vendor may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Tertiary may be called. The Primary vendor is the first contact. Use of the secondary or tertiary must be approved, in writing, by the Ellis County Purchasing Agent or his designee.

4. **STANDARD OF CARE:** The standard of care for all contractual and related services performed or furnished by Contractor under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances.

5. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS - Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments including but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Civil Rights Act of 1991, Federal Insurance Contributions Act (FICA), Fair Labor Standards Act, Equal Pay Act of 1963, and the Affordable Health Care Act, as to treatment and compensation of employees. Debris Tech agrees and shall prepare payroll checks, make all necessary deductions, and pay all taxes and maintain insurance required by Federal, State, and Local Laws. Contractor accepts full responsibility for the payment of wages, compensation, overtime, and benefits to personnel. Contractor shall be responsible for and make all payments of all taxes, assessments, fees, and fines that may be due and owing to any Local, State or Federal Government Agencies.

6. CHANGES: The County may request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to Contractor, which are mutually agreed upon by and between the County and Contractor, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties. Both parties acknowledge and agree that part of the funding for this contract will be from FEMA. Contractor agrees to cooperate with the County by making any changes necessary to this contract to bring the contract into compliance with FEMA standards for FEMA reimbursement.

7. TERM: Contract shall be effective for **twelve (12) months** upon execution by the County unless sooner terminated under the terms set forth herein. It is agreed that the County will have the option to extend the contract for up to **four automatic additional one (1) year terms**. To exercise this option, the County shall serve notice a minimum of 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the County. It is agreed that, due to the nature of the work to be performed, the contractor does not begin work unless the County has issued a Notice to Proceed to the vendor. After a Notice to Proceed is issued the contract agrees to perform the work according to the timeline in Exhibit A. **Prices must remain firm for the entire contract.**

8. TERMS, DEFINITIONS, AND ACRONYMS:

A. Definitions are provided for those terms listed below.

Agreement Execution – The date on which Service Provider executes and enters into an Agreement with the County to perform the Work.

Agreement Price – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Agreement.

Authorized Representative – County employees and/or contracted individuals designated by the County or County Debris Manager.

Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

Cleanup Crew – A group of individuals and/or an individual working for Contractor collecting disaster debris.

Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible

construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:

Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

Debris removal must be the legal responsibility of the applicant.

Debris must be a result of the major disaster.

Consultant – the awarded vendor for the Debris Monitoring RFP.

Contractor – the debris removal, remediation, and reduction vendor.

County – Ellis County, Texas, a political subdivision of the State of Texas.

County Debris Manager – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

County Approved Final Disposal Site – A final disposal location approved in writing by the County.

Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

Debris Clearance – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPPF).

Debris Monitoring – Actions taken by Consultant in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

Debris Removal Contractor – Also referred to as the “Service Provider.”

Demobilization – Following the completion of services provided under the resulting contract, Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

Demolition – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Department – The Director or designee of requesting department(s) named in this solicitation.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

E-Scrap – End of life electronics, typically televisions, computers, and related components

FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

Eliminating immediate threats to lives, public health and safety.

Eliminating immediate threats of significant damage to improved public or private property.

Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Force Account Labor – Labor performed by Consultant's permanent, full time or temporary employees.

Garbage – Waste that is regularly picked up by a Contractor. Common examples of garbage are food, packaging, plastics, and papers.

Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

Hazardous Hangers – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

The limb must be greater than two inches in diameter;

The limb must be suspended in a tree and threatening a public-use area; and

The limb must be located on improved public property.

Hazardous Leaners – A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet (2) from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).

The tree has a split trunk or broken branches that expose the heartwood.

The tree has fallen or been uprooted within a public use area.

The tree is leaning at an angle greater than 30 degrees.

Hazardous Stump - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

The stump has 50 percent or more of the root-ball exposed.

The stump is greater than 24 inches in diameter when measured 24 inches from the ground.

The stump is located on a public right-of-way.

The stump poses an immediate threat to public health and safety.

Household Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

HHW must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way.

HHW removal must be the legal responsibility of the applicant.

HHW must be a result of the major disaster.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Ellis County may utilize existing environmental contractor to remove this type of waste in a large-scale debris generating event.

Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County’s expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

National Response Framework (NRF) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

Regulated Waste – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

Respondent – any vendor submitting a proposal to the Debris Monitoring RFP.

Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Service Provider – Another term for Debris Removal Contractor.

Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subservice Provider – See definition for Contractor.

Supplemental Agreement – A written order to Consultant signed by the County and accepted by Consultant, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Temporary Debris Staging and Processing Facility (TDSPF) – Site where collected debris is taken by the Service Provider(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

Temporary Debris Storage and Reduction Site (TDSR Site) – TDSR sites are locations designated by the County for the storage and reduction of disaster related debris.

Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

Vegetative Debris – As outlined in FEMA Publication 325, Eligible Vegetative Debris

consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.

Debris removal must be the legal responsibility of the applicant.

Debris must be a result of the major disaster.

Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking-water supply.

White Goods – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.

White goods removal must be the legal responsibility of the applicant.

White goods must be a result of the major disaster.

Work – Any and all obligations, duties, and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

B. Acronyms:

- ACI..... Air Curtain Incinerator
- ACM..... Asbestos Containing Material
- C&D Construction and Demolition
- CBRA..... Coastal Barrier Resources Act
- CBRN..... Chemical, Biological, Radiological and Nuclear
- CBRS Coastal Barrier Resources System
- CEI Construction Engineering and Inspection
- CFR Code of Federal Regulations
- CTS Central Transfer Station
- CWA Clean Water Act
- DDIR..... Detailed Damage Inspection Report
- DMS Debris Management Site

DOT Department of Transportation
 DPW.....Department of Public Works
 DRM..... Disaster Recovery Manager
 DSG..... Disaster Specific Guidance
 DTFL..... Debris Task Force Leader
 EO Executive Order
 EMC Emergency Management Coordinator
 EPA Environmental Protection Agency
 ER..... Emergency Relief
 ESA Endangered Species Act
 ESF..... Emergency Support Function
 FEMA..... Federal Emergency Management Agency
 FHWA..... Federal Highway Administration
 FMIS Fiscal Management Information System
 TCEQ Texas Commission on Environmental Quality
 TxDOT Texas Department of Transportation
 GIS Geographic Information System
 GPS Global Positioning System
 HHW Household Hazardous Waste
 HUD..... Department of Housing and Urban Development
 IA Individual Assistance
 ICS Incident Command System
 JFO Joint Field Office
 MRE..... Meals Ready to Eat
 NEPA National Environmental Policy Act
 NHPA..... National Historic Preservation Act
 NRCS Natural Resources Conservation Service
 NRF National Response Framework
 OCC Office of Chief Counsel
 OEM..... Office of Emergency Management
 OSHA..... Occupational Safety and Health Administration
 PA..... Public Assistance
 PDA..... Preliminary Damage Assessment
 PNP Private Nonprofit
 PPDR..... Private Property Debris Removal
 PPE..... Personal Protective Equipment
 PW.....Project Worksheet
 RACM..... Regulated Asbestos Containing Material
 RCRA..... Resource Conservation and Recovery Act
 RFB Request for Bid

RFP..... Request for Proposals
 ROE..... Right-of-Entry
 ROWRight-of-Way
 RRC..... Rapid Response Crew
 SHPO State Historic Preservation Officer
 TDSPF..... Temporary Debris Staging and Processing Facility
 TDSR Site Temporary Debris Storage and Reduction Site
 TSDF..... Hazardous Waste Treatment, Storage, and Disposal Facility
 USACE..... United States Army Corps of Engineers
 USCG United States Coast Guard
 USDA..... United States Department of Agriculture
 VOCs..... Volatile Organic Compounds

8. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Contractor by the County and its agencies. The County and its agencies will cooperate with Contractor in every way possible to facilitate the performance of the work described in the contract.

9. SCHEDULE AND DELIVERABLES: Contractor will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Contractor's reports and data will be submitted to the County in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

10. APPROPRIATIONS: The obligations of the County to make payment under this Contract are expressly subject to appropriations by the County of funds that are lawfully available to be applied to such purpose.

11. FINAL COMPLETION AND ACCEPTANCE: Within thirty-one (31) days after the Contractor has given the County's Representative written notice that the work has been completed, or substantially completed, the County's Representative and the County shall inspect the work. If

- (a) the work is found completed or substantially completed in accordance with the contract documents, and
- (b) the Contractor has provided the County's Representative a set of "as built" drawings, the County's Representative shall issue to the County and Contractor a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the County has been given "as-built" drawings of the project by Contractor.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use.

12. BONDS: Payment and Performance Bond shall be as follows:

- a) For a contract in excess of \$100,000.00, a Performance Bonds shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Ellis County.
- b) For a contract in excess of \$25,000.00, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost of Bond premiums is included in the Proposed Price. Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas and filed with the Commissioners Court prior to starting the project. Within six (6) days of receiving the Notice to Proceed, Contractor shall provide and execute the required Performance and Payment Bond and must have a management team in place in Ellis County to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work.

13. CRIMINAL BACKGROUND CHECK: If Contractor personnel have access to Ellis County Data (either on-site or remotely) or access secure areas of Ellis County Facilities, then Contractor personnel must undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Ellis County. Contractor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.

- a. Failure of Contractor to supply personnel who pass a Criminal Background Check could result in termination of the contract.
- b. The Criminal Background Check applies to the individual and not Contractor.
- c. Passing status must be maintained by Contractor personnel for the duration of the contract.

14. GENERAL STATEMENT OF WORK: Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact Ellis County, Texas. Specifically, Contractor shall be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to:

- a. County streets, roads and right-of-ways;
- b. Public property and facilities;
- c. Any other public site as may be directed by the Office of Emergency Management; and
- d. Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Office of Emergency Management.

Contractor shall also be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the County, unless otherwise directed by the Office of Emergency Management. Services shall be performed on an "as needed basis" when directed by the Office of Emergency Management.

The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. Contractor, in concert with the Office of Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the County. Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. Contractor shall provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, Contractor shall present to the Office of Emergency Management for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to begin work.

When identifying resources to be made available under this contract, Contractor must use a planning standard approach. Specifically, Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Consultant/Sub-consultant(s) and a general equipment/personnel inventory will suffice. Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be affected through communications with the Office of Emergency Management, his/her authorized representatives, or other County or municipal personnel when so authorized by the County. To the extent authorized by County Office of Emergency Management, Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the Ellis County Office of Emergency Management, upon issuance of the authorization to proceed. Contractor shall be prepared to advise the Ellis County Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

15. COMPENSATION: The County shall compensate Contractor for the Work at the agreed upon pricing in Exhibit B. Contractor will furnish an invoice to the County detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Contractor at 923 Goodyear Blvd., Picayune, MS 39466. The County shall not be responsible for any payment to Contractor for any additional services or expenses not specifically included in Exhibit B, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

16. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the County or County's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Contractor shall, after receipt of written notice from the County's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Contractor's expense. No final payment shall be made to Contractor until that remedial action takes place.

17. INSURANCE REQUIREMENTS: Contractor shall provide all required County of Ellis certificates of coverage and all renewals throughout the duration of the Project. For each policy except **Workers' Compensation protection**, Contractor shall name the County as an additional insured and shall provide that the policy requires the insurance carrier to notify the County a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limit and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the County of Ellis as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

- a. **Bodily Injury/Personal Injury/ Property Damage**
--- **\$1,000,000** per occurrence

Contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

18. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Contractor. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, County shall pay Contractor for all work performed and expenses incurred to the date specified in the notice of termination, and Contractor shall turn over to the County all documents,

information, and Work produced to said date relating to the Project. Notwithstanding the above, Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Contractor or its subordinates and the County may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due the County from Contractor is determined.

19. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

20. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS ELLIS COUNTY, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF ELLIS COUNTY (HEREAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING BUT NOT RESTRICTED TO DEATH) RECEIVED OR BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT BECAUSE OF ANY FAILURE OF CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN.

21. REPORTS AND INFORMATION: Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

22. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

23. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these documents. Contractor shall submit the names and addresses of all proposed subcontractors to the County. Subcontractors may be disqualified by County for the same reason that a Contractor may be disqualified. County shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Contractor for any payments due to the Subcontractor. No subcontractor may provide services unless the County consents.

24. PERMITS: Contractor shall obtain all necessary permits for completing the project at no costs to the County. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Contractor.

25. ADJACENT STRUCTURES: Adjacent structures damaged by Contractor's work on the project must be satisfactorily restored to the County and to the owner of the adjacent structure at Contractor's cost and at no expense to the County.

26. PROTECTION OF PERSONS AND PROPERTY: Contractor is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

27. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Contractor in such manner and at such points as shall be approved by the County's Representative. Contractor shall strictly enforce use of sanitary conveniences. The Contractor shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Contractor fail to clean the premises, County may remove the debris and charge the cost to the Contractor.

28. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

29. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

30. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

31. ENTIRE AGREEMENT: This Contract incorporates all terms and provisions of the attached Exhibit A, the Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007 and Exhibit B, Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas; constitutes the sole and only agreement of the parties hereto; and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. If a term or condition in one of the documents contradicts a term or

condition of one of the other documents, then the following priority shall be used to determine the agreed upon term or condition:

- 1st Contract for Services for Post Disaster Debris Monitoring;
- 2nd Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007; and
- 3rd Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas.

32. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs, or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these conditions.

33. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

34. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Ellis, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the Ellis County in the State of Texas in all matters relating to or arising out of this Contract or the Work.

35. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Contractor.

36. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the County shall be sent to:

Todd Little
Ellis County Judge
101 W. Main Street
Waxahachie, Texas 75165

Attn: Debra McCormick
DebrisTech, LLC
923 Goodyear Blvd
Picayune, MS 39466

With a copy to:

Ellis County and District
Attorney
109 S. Jackson St.
Waxahachie, TX 75165

37. Contractor agrees that Ellis County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of Contractor involving those transactions related to RFP-2023-007, their proposal, this contract, and any work performed relative to this contract. Contractor shall agree that Ellis County shall have access during normal working hours to all necessary facilities, staff, and work space in order to conduct audits. Ellis County shall provide Contractor with reasonable advance notice of intended audits. Contractor shall provide records within ten (10) business days or a mutually agreed upon time.

38. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Contractor verifies that the company, and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

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

40. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY ELLIS COUNTY.

41. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. Davis-Bacon Act. Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States).

43. Compliance with the Contract Work Hours and Safety Standards Act. Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

- (a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- (c) Withholding for unpaid wages and liquidated damages. Ellis County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

44. Rights to Invention Made Under Contract or Agreement. Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

45. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to Ellis County and understands and agrees that the Ellis County will, in turn, report each violation as required to assure notification to the Ellis County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the Ellis County and understands and agrees that the Ellis County will, in turn, report each violation as required to assure notification to the Ellis County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

46. Debarment/Suspension. Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions."

Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by Ellis County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Ellis County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (d) The contractor to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47. Restrictions on Lobbying. Contractor of these funds is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision "Restrictions on Lobbying." Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

48. Procurement of Recovered Materials. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

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

49. Compliance with the Copeland "Anti-Kickback" Act.

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

50. Access to Records. The following access to records requirements apply to this contract:

- (a) The contractor agrees to provide Ellis County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

51. DHS Seal, Logo, and Flags

Contractor acknowledges and agrees that the company, or its employees, shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

52. Compliance with Federal Law, Regulations, and Executive Orders

All parties agree that FEMA financial assistance will be used to fund this contract. Contractor agrees to comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

53. No Obligation by Federal Government

All parties agree and acknowledge that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

54. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges and agrees that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this contract.

55. Drug-Free Workplace

Contractor shall provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. Contractor will execute Drug-Free Workplace Certification as part of this contract with the acknowledgement of the Drug Free Work Place Attribute in IONWAVE, which is incorporated by reference for all relevant purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written. By signing below, you are verifying that you have authority to contract on behalf of your entity.

COUNTY OF ELLIS, TEXAS

DEBRISTECH, LLC

Todd Little, Ellis County Judge



Brooks Wallace, President

ATTEST:

Krystal Valdez, Ellis County Clerk

**BY EXECUTION OF THIS AGREEMENT, Contractor ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

**THE STATE OF MISSISSIPPI §
 §
PEARL RIVER COUNTY §**

On this day, BEFORE ME, the undersigned, personally appeared **Brooks Wallace of DEBRISTECH. LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of December, 2023.





Notary Public
State of Mississippi

Secondary Debris Monitoring Contract (Draft KA Review 3) - Debris Tech - (proposed final)

Final Audit Report

2023-12-30

Created:	2023-12-29
By:	Debra McCormick (debra@debristech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAIGH_rhV0TNACKm6K9NjGBQWSt1v_nZEC

"Secondary Debris Monitoring Contract (Draft KA Review 3) - Debris Tech - (proposed final)" History

-  Document created by Debra McCormick (debra@debristech.com)
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Signature Date: 2023-12-30 - 0:21:55 AM GMT - Time Source: server- IP address: 12.188.22.141
-  Agreement completed.
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CONTRACT FOR SERVICES
TERTIARY POST DISASTER DEBRIS MONITORING

This Contract (the “Contract”) is made and entered into this 20th day of December, 2023, by and between Ellis County, Texas (“County”), a political subdivision of the State of Texas, and Contractor Witt O’Brien’s, LLC (“Contractor”).

WHEREAS, the County desires to obtain services in connection with post disaster debris monitoring within Ellis County and Contractor desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes Exhibit A, the Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007, and Exhibit B, Contractor’s Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas which are incorporated by reference as if fully set forth herein:

Disaster Debris Monitoring
RFP 2023-007

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Contractor will provide supplies and services (the “Work”) to the County in connection with the Project, such Work more specifically described in Exhibits A and B, attached, and fully incorporated for all intents and purposes.
2. **PROJECT DESCRIPTION**: This contract is for Disaster Debris Monitoring and Consulting Services in Ellis County, Texas, immediately after a tornado, flooding event or other natural or man-made disaster. Contractor shall efficiently monitor the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. Contractor may utilize both local and non-local resources to provide services in the event of activation by the County following a tornado, flood or other natural or man-made disaster. Contractor shall have an initial management team mobilized to Ellis County within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the Ellis County area within 48 hours of receipt of the Notice to Proceed.
3. **NOTICE OF PRIMARY AND SECONDARY AWARDS**: Provider recognizes and accepts the award of Tertiary Vendor. Provider also recognizes and accepts the awards of Thompson Consulting as the Primary Vendor, and Debris Tech as the Secondary Vendor. Secondary and Tertiary Vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the Secondary Vendor may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Tertiary may be called. The Primary vendor is the first contact. Use of the secondary or tertiary must be approved, in writing, by the Ellis County Purchasing Agent or his designee.
4. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Contractor under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances.

5. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS - Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments including but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Civil Rights Act of 1991, Federal Insurance Contributions Act (FICA), Fair Labor Standards Act, Equal Pay Act of 1963, and the Affordable Health Care Act, as to treatment and compensation of employees. Witt O'Brien's, LLC agrees and shall prepare payroll checks, make all necessary deductions, and pay all taxes and maintain insurance required by Federal, State, and Local Laws. Contractor accepts full responsibility for the payment of wages, compensation, overtime, and benefits to personnel. Contractor shall be responsible for and make all payments of all taxes, assessments, fees, and fines that may be due and owing to any Local, State or Federal Government Agencies.

6. CHANGES: The County may request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to Contractor, which are mutually agreed upon by and between the County and Contractor, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties. Both parties acknowledge and agree that part of the funding for this contract will be from FEMA. Contractor agrees to cooperate with the County by making any changes necessary to this contract to bring the contract into compliance with FEMA standards for FEMA reimbursement.

7. TERM: Contract shall be effective for **twelve (12) months** upon execution by the County unless sooner terminated under the terms set forth herein. It is agreed that the County will have the option to extend the contract for up to **four automatic additional one (1) year terms**. To exercise this option, the County shall serve notice a minimum of 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the County. It is agreed that, due to the nature of the work to be performed, the contractor does not begin work unless the County has issued a Notice to Proceed to the vendor. After a Notice to Proceed is issued the contract agrees to perform the work according to the timeline in Exhibit A. **Prices must remain firm for the entire contract.**

8. TERMS, DEFINITIONS, AND ACRONYMS:

A. Definitions are provided for those terms listed below.

Agreement Execution – The date on which Service Provider executes and enters into an Agreement with the County to perform the Work.

Agreement Price – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Agreement.

Authorized Representative – County employees and/or contracted individuals designated by the County or County Debris Manager.

Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

Cleanup Crew – A group of individuals and/or an individual working for Contractor collecting disaster debris.

Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:

Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

Debris removal must be the legal responsibility of the applicant.

Debris must be a result of the major disaster.

Consultant – the awarded vendor for the Debris Monitoring RFP.

Contractor – the debris removal, remediation, and reduction vendor.

County – Ellis County, Texas, a political subdivision of the State of Texas.

County Debris Manager – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

County Approved Final Disposal Site – A final disposal location approved in writing by the County.

Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

Debris Clearance – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

Debris Monitoring – Actions taken by Consultant in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

Debris Removal Contractor – Also referred to as the “Service Provider.”

Demobilization – Following the completion of services provided under the resulting contract, Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

Demolition – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Department – The Director or designee of requesting department(s) named in this solicitation.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

E-Scrap – End of life electronics, typically televisions, computers, and related components

FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

Eliminating immediate threats to lives, public health and safety.

Eliminating immediate threats of significant damage to improved public or private property.

Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Force Account Labor – Labor performed by Consultant's permanent, full time or temporary employees.

Garbage – Waste that is regularly picked up by a Contractor. Common examples of garbage are food, packaging, plastics, and papers.

Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

Hazardous Hangers – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

The limb must be greater than two inches in diameter;

The limb must be suspended in a tree and threatening a public-use area; and

The limb must be located on improved public property.

Hazardous Leaners – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet (2) from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).

The tree has a split trunk or broken branches that expose the heartwood.

The tree has fallen or been uprooted within a public use area.

The tree is leaning at an angle greater than 30 degrees.

Hazardous Stump - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

The stump has 50 percent or more of the root-ball exposed.

The stump is greater than 24 inches in diameter when measured 24 inches from the ground.

The stump is located on a public right-of-way.

The stump poses an immediate threat to public health and safety.

Household Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.

HHW removal must be the legal responsibility of the applicant.

HHW must be a result of the major disaster.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Ellis County may utilize existing environmental contractor to remove this type of waste in a large-scale debris generating event.

Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

National Response Framework (NRF) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning

assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

Regulated Waste – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

Respondent – any vendor submitting a proposal to the Debris Monitoring RFP.

Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Service Provider – Another term for Debris Removal Contractor.

Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subservice Provider – See definition for Contractor.

Supplemental Agreement – A written order to Consultant signed by the County and accepted by Consultant, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Temporary Debris Staging and Processing Facility (TDSPF) – Site where collected debris is taken by the Service Provider(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

Temporary Debris Storage and Reduction Site (TDSR Site) – TDSR sites are locations designated by the County for the storage and reduction of disaster related debris.

Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

Vegetative Debris – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the

public ROW by residents and volunteers. Current eligibility criteria include:

Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.

Debris removal must be the legal responsibility of the applicant.

Debris must be a result of the major disaster.

Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking-water supply.

White Goods – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.

White goods removal must be the legal responsibility of the applicant.

White goods must be a result of the major disaster.

Work – Any and all obligations, duties, and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

B. Acronyms:

- ACI..... Air Curtain Incinerator
- ACM..... Asbestos Containing Material
- C&D Construction and Demolition
- CBRA..... Coastal Barrier Resources Act
- CBRN..... Chemical, Biological, Radiological and Nuclear
- CBRS Coastal Barrier Resources System
- CEI Construction Engineering and Inspection
- CFR Code of Federal Regulations
- CTS Central Transfer Station
- CWA Clean Water Act
- DDIR..... Detailed Damage Inspection Report
- DMS Debris Management Site
- DOT Department of Transportation
- DPW Department of Public Works
- DRM..... Disaster Recovery Manager

DSG..... Disaster Specific Guidance
DTFL..... Debris Task Force Leader
EO Executive Order
EMC Emergency Management Coordinator
EPA Environmental Protection Agency
ER..... Emergency Relief
ESA Endangered Species Act
ESF..... Emergency Support Function
FEMA..... Federal Emergency Management Agency
FHWA..... Federal Highway Administration
FMIS Fiscal Management Information System
TCEQ Texas Commission on Environmental Quality
TxDOT Texas Department of Transportation
GIS Geographic Information System
GPS Global Positioning System
HHW Household Hazardous Waste
HUD Department of Housing and Urban Development
IA Individual Assistance
ICS Incident Command System
JFO Joint Field Office
MRE Meals Ready to Eat
NEPA National Environmental Policy Act
NHPA..... National Historic Preservation Act
NRCS Natural Resources Conservation Service
NRF National Response Framework
OCC Office of Chief Counsel
OEM..... Office of Emergency Management
OSHA..... Occupational Safety and Health Administration
PA..... Public Assistance
PDA..... Preliminary Damage Assessment
PNP Private Nonprofit
PPDR..... Private Property Debris Removal
PPE..... Personal Protective Equipment
PW Project Worksheet
RACM..... Regulated Asbestos Containing Material
RCRA..... Resource Conservation and Recovery Act
RFB Request for Bid
RFP..... Request for Proposals
ROE..... Right-of-Entry
ROW..... Right-of-Way

RRC..... Rapid Response Crew
SHPO State Historic Preservation Officer
TDSPF..... Temporary Debris Staging and Processing Facility
TDSR Site Temporary Debris Storage and Reduction Site
TSDF Hazardous Waste Treatment, Storage, and Disposal Facility
USACE..... United States Army Corps of Engineers
USCG United States Coast Guard
USDA..... United States Department of Agriculture
VOCs..... Volatile Organic Compounds

8. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Contractor by the County and its agencies. The County and its agencies will cooperate with Contractor in every way possible to facilitate the performance of the work described in the contract.

9. SCHEDULE AND DELIVERABLES: Contractor will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Contractor's reports and data will be submitted to the County in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

10. APPROPRIATIONS: The obligations of the County to make payment under this Contract are expressly subject to appropriations by the County of funds that are lawfully available to be applied to such purpose.

11. FINAL COMPLETION AND ACCEPTANCE: Within thirty-one (31) days after the Contractor has given the County's Representative written notice that the work has been completed, or substantially completed, the County's Representative and the County shall inspect the work. If

- (a) the work is found completed or substantially completed in accordance with the contract documents, and
- (b) the Contractor has provided the County's Representative a set of "as built" drawings, the County's Representative shall issue to the County and Contractor a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the County has been given "as-built" drawings of the project by Contractor.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use.

12. BONDS: Payment and Performance Bond shall be as follows:

- a) For a contract in excess of \$100,000.00, a Performance Bonds shall be executed at notice to proceed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Ellis County.
- b) For a contract in excess of \$25,000.00, a Payment Bond shall be executed at notice to proceed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost of Bond premiums is included in the Proposed Price. Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas and filed with the Commissioners Court prior to starting the project. Within six (6) days of receiving the Notice to Proceed, Contractor shall provide and execute the required Performance and Payment Bond and must have a management team in place in Ellis County to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work.

13. CRIMINAL BACKGROUND CHECK: If Contractor personnel have access to Ellis County Data (either on-site or remotely) or access secure areas of Ellis County Facilities, then Contractor personnel must undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Ellis County. Contractor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.

- a. Failure of Contractor to supply personnel who pass a Criminal Background Check could result in termination of the contract.
- b. The Criminal Background Check applies to the individual and not Contractor.
- c. Passing status must be maintained by Contractor personnel for the duration of the contract.

14. GENERAL STATEMENT OF WORK: Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact Ellis County, Texas. Specifically, Contractor shall be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to:

- a. County streets, roads and right-of-ways;
- b. Public property and facilities;
- c. Any other public site as may be directed by the Office of Emergency Management; and
- d. Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Office of Emergency Management.

Contractor shall also be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the County, unless otherwise directed by the Office of Emergency Management. Services shall be performed on an "as needed basis" when directed by the Office of Emergency Management.

The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. Contractor, in concert with the Office of Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the County. Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. Contractor shall provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, Contractor shall present to the Office of Emergency Management for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to begin work.

When identifying resources to be made available under this contract, Contractor must use a planning standard approach. Specifically, Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Consultant/Sub-consultant(s) and a general equipment/personnel inventory will suffice. Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be affected through communications with the Office of Emergency Management, his/her authorized representatives, or other County or municipal personnel when so authorized by the County. To the extent authorized by County Office of Emergency Management, Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the Ellis County Office of Emergency Management, upon issuance of the authorization to proceed. Contractor shall be prepared to advise the Ellis County Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

15. COMPENSATION: The County shall compensate Contractor for the Work at the agreed upon pricing in Exhibit B. Contractor will furnish an invoice to the County detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Contractor at 818 Town and Country Blvd, suite 200 Houston, TX 77024. The County shall not be responsible for any payment to Contractor for any additional services or expenses not specifically included in Exhibit B, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

16. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the County or County's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Contractor shall, after receipt of written notice from the County's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Contractor's expense. No final payment shall be made to Contractor until that remedial action takes place.

17. INSURANCE REQUIREMENTS: Contractor shall provide all required County of Ellis certificates of coverage and all renewals throughout the duration of the Project. For each policy except **Workers' Compensation protection**, Contractor shall name the County as an additional insured and shall provide that the policy requires the insurance carrier to notify the County a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limit and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the County of Ellis as an additional insured to the extent of the liabilities assumed by the Contractor under this agreement and as certificate holder, and waiving subrogation to the extent of the liabilities assumed by the Contractor under this agreement per the contractual requirements of this project. Limits are to be equal to or greater than:

a. Bodily Injury/Personal Injury/ Property Damage

--- **\$1,000,000** per occurrence

Contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance to the extent of the liabilities assumed by the Contractor under this agreement.

18. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Contractor. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the

effective date thereof, at least five days before the effective date of such termination. In the event of early termination, County shall pay Contractor for all work performed and expenses incurred to the date specified in the notice of termination, and Contractor shall turn over to the County all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Contractor or its subordinates and the County may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due the County from Contractor is determined.

19. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

20. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS ELLIS COUNTY, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF ELLIS COUNTY (HEREAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS, THAT ANY PERSON OR ENTITY HAS OR MAY DIRECTLY CONNECTED TO ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING BUT NOT RESTRICTED TO DEATH) RECEIVED OR BY ANY PERSON, PERSONS OR PROPERTY, IN DIRECT CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM CLAIMS AND AGAINST AND FROM LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS DIRECTLY CONNECTED TO THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT BECAUSE OF ANY FAILURE OF CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN. This indemnification clause is not intended to convert a claim based solely upon a breach of contract theory into a tort claim. In no event shall either party be liable for any exemplary, punitive, incidental, special, indirect or consequential damages of any kind, including, without limitation, any loss of profits or revenue, loss of use of property or equipment and business interruption losses, regardless of the cause of such damages, including, without limitation, any negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of either party or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise. Notwithstanding any contrary provision in this contract, Contractor's liability for any and all claims arising out of or in connection with the contract or the services shall not exceed, in the aggregate, two times the fees actually paid by County to Contractor within the twelve (12) months preceding the event giving rise to the claim under this agreement. Such limitation of liability shall apply even if the liability asserted is based on negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of County or any other person or entity,

and regardless of whether the claim is based in contract, tort, strict liability or otherwise; provided, however, for the avoidance of doubt, that such limitation of liability shall not apply if the liability asserted is based on fraud or willful misconduct.

21. REPORTS AND INFORMATION: Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

22. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

23. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these documents. Contractor shall submit the names and addresses of all proposed subcontractors to the County. Subcontractors may be disqualified by County for the same reason that a Contractor may be disqualified. County shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Contractor for any payments due to the Subcontractor. No subcontractor may provide services unless the County consents.

24. PERMITS: Contractor shall obtain all necessary permits for completing the project at no costs to the County. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Contractor.

25. ADJACENT STRUCTURES: Adjacent structures damaged by Contractor's work on the project must be satisfactorily restored to the County and to the owner of the adjacent structure at Contractor's cost and at no expense to the County.

26. PROTECTION OF PERSONS AND PROPERTY: Contractor is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

27. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed, and maintained by the Contractor in such manner and at such points as shall be approved by the County's Representative. Contractor shall strictly enforce use of sanitary conveniences. The Contractor shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Contractor fail to clean the premises, County may remove the debris and charge the cost to the Contractor.

28. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

29. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

30. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

31. ENTIRE AGREEMENT: This Contract incorporates all terms and provisions of the attached Exhibit A, the Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007, and Exhibit B, Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texas; constitutes the sole and only agreement of the parties hereto; and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. If a term or condition in one of the documents contradicts a term or condition of one of the other documents, then the following priority shall be used to determine the agreed upon term or condition:

- 1st Contract for Services for Post Disaster Debris Monitoring;
- 2nd Addendum to the Request for Proposals Disaster Debris Monitoring and Consulting Services RFP-2023-007; and
- 3rd Contractor's Proposal for Post Disaster Debris Monitoring within the County of Ellis, Texa.

32. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs, or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these conditions.

33. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

34. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Ellis, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the Ellis County in the State of Texas in all matters relating to or arising out of this Contract or the Work.

35. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Contractor.

36. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the County shall be sent to:

Todd Little
Ellis County Judge
101 W. Main Street
Waxahachie, Texas 75165

Attn: Cheryl D. Joiner
cjoiner@wittobriens.com and
contractrequests@wittobriens.com
Witt O'Briens
818 Town and Country Blvd, Suite 200
Houston, TX 77024

With a copy to:

**Ellis County and District
Attorney**
109 S. Jackson St.
Waxahachie, TX 75165

37. Contractor agrees that Ellis County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of Contractor involving those transactions related to RFP-2023-007, their proposal, this contract, and any work performed relative to this contract. Contractor shall agree that Ellis County shall have access during normal working hours to all necessary facilities, staff, and work space in order to conduct audits. Ellis County shall provide Contractor with reasonable advance notice of intended audits. Contractor shall provide records within ten (10) business days or a mutually agreed upon time.

38. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Contractor verifies that the company, and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

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

40. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY ELLIS COUNTY.

41. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take

such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. Davis-Bacon Act. Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States).

43. Compliance with the Contract Work Hours and Safety Standards Act. Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

- (a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- (c) Withholding for unpaid wages and liquidated damages. Ellis County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

44. Rights to Invention Made Under Contract or Agreement. Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

45. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to Ellis County and understands and agrees that the Ellis County will, in turn, report each violation as required to assure notification to the Ellis County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the Ellis County and understands and agrees that the Ellis County will, in turn, report each violation as required to assure notification to the Ellis County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

46. Debarment/Suspension. Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.”

Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by Ellis County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Ellis County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (d) The contractor to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47. Restrictions on Lobbying. Contractor of these funds is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision "Restrictions on Lobbying." Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

48. Procurement of Recovered Materials. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

- (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

49. Compliance with the Copeland "Anti-Kickback" Act.

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

50. Access to Records. The following access to records requirements apply to this contract:

- (a) The contractor agrees to provide Ellis County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

51. DHS Seal, Logo, and Flags

Contractor acknowledges and agrees that the company, or its employees, shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

52. Compliance with Federal Law, Regulations, and Executive Orders

All parties agree that FEMA financial assistance will be used to fund this contract. Contractor agrees to comply with all applicable federal law, regulations, executive orders, and FEMA policies,

procedures, and directives.

53. No Obligation by Federal Government

All parties agree and acknowledge that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

54. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges and agrees that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this contract.

55. Drug-Free Workplace

Contractor shall provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. Contractor will execute Drug-Free Workplace Certification as part of this contract with the acknowledgement of the Drug Free Work Place Attribute in IONWAVE, which is incorporated by reference for all relevant purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written. By signing below, you are verifying that you have authority to contract on behalf of your entity.

COUNTY OF ELLIS, TEXAS

WITT O'BRIEN'S, LLC

Cheryl Joiner

Todd Little, Ellis County Judge

Cheryl D. Joiner, Director of Contracts & Compliance

ATTEST:

Krystal Valdez, Ellis County Clerk

**BY EXECUTION OF THIS AGREEMENT, Contractor ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

**THE STATE OF TEXAS §
 §
HARRIS COUNTY §**

On this day, BEFORE ME, the undersigned, personally appeared Cheryl D. Joiner of WITT O'BRIEN'S LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of December, 2023.

Alia Al Qaissy
Notary Public
State of Texas



Certificate Of Completion

Envelope Id: 5A3F54ECA4FE4433B6E7E7820D5D2F13
 Subject: Ellis County, TX Debris Tertiary Provider Contract
 Source Envelope:
 Document Pages: 23
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
 Initials: 0

Status: Delivered
 Envelope Originator:
 Contract Requests
 818 Town & Country Blvd., Suite 200
 Houston, TX 77024
 contractrequests@wittobriens.com
 IP Address: 71.31.12.135

Record Tracking

Status: Original
 12/20/2023 11:01:09 AM
 Holder: Contract Requests
 contractrequests@wittobriens.com
 Location: DocuSign

Signer Events

Alia Qaissy
 aqaissy@wittobriens.com
 Contracts Administrator
 Witt O'Brien's, LLC
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/21/2020 11:09:02 AM
 ID: 79d47b3d-c24e-41fb-bf57-91f548488d30

Signature

Cheryl Joiner

Timestamp

Sent: 12/20/2023 11:04:57 AM
 Viewed: 12/21/2023 9:49:14 AM

Cheryl Joiner
 cjoiner@wittobriens.com
 Director of Contracts & Compliance
 Witt O'Brien's, LLC
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 73.183.237.66

Sent: 12/20/2023 11:04:58 AM
 Viewed: 12/27/2023 11:55:35 AM
 Signed: 12/27/2023 11:55:45 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/29/2019 3:30:32 PM
 ID: 530655eb-a07f-4120-a6d1-d14be258c3b3

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Angela Green
 agreen@wittobriens.com
 Security Level: Email, Account Authentication
 (None)

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Sent: 12/20/2023 11:04:58 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/15/2023 11:55:39 AM
 ID: 38b8a311-b13b-440d-90ec-e461c1e7887c

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2023 11:04:58 AM
Certified Delivered	Security Checked	12/27/2023 11:55:35 AM
Signing Complete	Security Checked	12/27/2023 11:55:45 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Witt O'Brien's (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Witt O'Brien's:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contractrequests@wittobriens.com

To advise Witt O'Brien's of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contractrequests@wittobriens.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Witt O'Brien's

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contractrequests@wittobriens.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contractrequests@wittobriens.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Witt O'Brien's as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Witt O'Brien's during the course of your relationship with Witt O'Brien's.

COMMISSIONERS COURT AGENDA REQUEST 2,2

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: January 11, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: January 23, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration and approval to purchase a Peterbilt 567 Tractor in an amount of \$186,452.69 for Road & Bridge Precinct 3 using the BuyBoard Cooperative Contract Number 723-23, from Rush Truck Center.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	1/11/2024
Contact for Vendor:	COLTON KRUSE	Phone	(830) 320-5219
End User:	Ellis County Pct. 3		
End User Contact:	Brian Penner	Phone/Fax	(972) 825-5030
Product Description:	Peterbilt 567 Tractor		

A: Base Price in Bid/Proposal Number: 723-23		Series: 567 \$ 123,327.00	
B: Published Options(Itermize Below)			
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipemnt	\$ 4,267.00	RTC-0040 OEM+ Safety Analysis \$ 1,760.00
Peterbilt	Front/Rear Axles & Equipment	\$ 7,160.00	RTC0095 Wet Kit \$ 10,750.00
Peterbilt	Engine/Transmission & Equipment	\$ 18,761.00	RTC-1026 Lot Insurance/Floorplan Interest \$ 10,416.69
Peterbilt	Tire & Wheels/Air & Trailer Equipment	\$ 4,493.00	
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ (250.00)	
Peterbilt	Cab & Equipment	\$ 5,368.00	
Subtotal Column 1: \$ 39,799.00		Subtotal Column 2: \$ 22,926.69	
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 62,725.69

C: Subtotal of A + B		\$ 186,052.69	
D: Non Published Options			
Subtotal Column 1: \$ -		Subtotal Column 2: \$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ -

E: Contract Price Adjustment (If any, explain here)

--	--

F: Total of C + D +/- E \$ 186,052.69

G: Quantity ordered 1 x \$ 186,052.69

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)			
		x 1	\$ -
			\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 186,452.69



Rush Pblt Md Trk Ctr - DI (D551)
 4200 Irving Blvd.
 Dallas, Texas 75247

Ellis County Pct 3
 933 College St
 ITALY, Texas 76651
 United States of America

Daniel Angulano
 Cell Phone:
 Office Phone: 214-905-9212
 Email: angulanod@rushenterprises.com

DOUG SHELTON
 Office Phone: 9728255113
 Email: doug.shelton@co.ellis.tx.us

Vehicle Summary

	Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):		14320
Type:	Tractor	Rr Axle Load (lbs):		40000
Description 1:	Road and Bridge	G.C.W. (lbs):		125000
Description 2:				
	Application	Road Conditions:		
Intended Serv.:	Construction Dump-On/Off Highway	Class A (Highway)		90
Commodity:	Construction Materials	Class B (Hwy/Mtn)		10
		Class C (Off-Hwy)		0
		Class D (Off-Road)		0
	Body	Maximum Grade:		6
Type:		Wheelbase (in):		193
Length (ft):	0	Overhang (in):		74
Height (ft):	0	Fr Axle to BOC (in):		74.1
Max Laden Weight (lbs):	0			
		Cab to Axle (in):		118.9
	Trailer	Cab to EOF (in):		192.9
No. of Trailer Axles:	3	Overall Comb. Length (in):		684.23
Type:	Semi-End Dump			
Length (ft):	40			
Height (ft):	8	Special Req.		
Kingpin Inset (in):	36			
Corner Radius (in):	2			
	Restrictions			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Approved by:

Date:

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	Weight
Base Model			
0005671	S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,800
0091070	O	Construction Materials	0
0093060	O	Construction Dump-On/Off Highway Truck or tractor without liftable trailing axle which carries bulk materials (excavated earth, sand/gravel, asphalt, demolition debris, etc.) and unloads by dumping out the back, over the side of the body, or out the bottom of the trailer.	0
0096110	O	Semi-End Dump A tractor-trailer combination in which the trailer contains the hydraulic hoist. Equipped for use with a large payload.	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	288
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0644000	S	EOF Tractor Tapered with Crossmember Includes Kingpin Cutout	0
0651230	O	Peterbilt Rear Mudflaps and Straight Hangers 45 Degree	-8
0721210	O	Standard A-Brace for Tractor Taper EOF	29
0835860	O	Holland FW35 Fifth Wheel Top Plate One of the top selling topplates on the market. The FW35 is designed for years of guaranteed performance and is the world's most versatile and proven fifth wheel.	240
0870000		Rear Or Fixd Setting Centerline Bogle	0

Price Level: January 1, 2024

Deal: Road and Bridge

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Sales Code	Std/ Opt	Description	Weight
0890090	O	LH Fifth Wheel Release	0
0890550	O	7.6in - 8in Fifth Wheel Height	95
0890641	O	Holland Lightweight Air Slide Not available with suspensions > 40k.	0
0891240	O	24" Air Slide	216
0898030	O	Fifth Wheel Slide Controls Provided with Speed Interlock to prevent accidental activation above 7 MPH. Configurable from 5 to 10 MPH. Required with sliding Fifth Wheels.	2
0898080	O	Kingpin Release Provided with Pneumatic & Software Interlocks to prevent activation unless park brakes are set.	5
0940370	O	Locate Frame Access Steps Forward As far as possible	0
0960010	O	Frame Mounted Deckplate And Access Pkg, RH Side	41
Front Axle & Equipment			
1012330	O	Meritor MFS+14F 14,600 Lb, 3.5" Drop	-28
1112150	O	Taper Leaf Springs, Shocks 14,600 lb Hendrickson Taper Leaf Springs, shocks 14,6000 lb.	57
1243060	O	Power Steering Sheppard SD110 The SD110 power steering gear is a compact version of the M110 power steering gear. The SD110, working with a 185 bar pump is capable of steering vocational and heavy haul vehicles with front axle ratings of 13,200 to 16,000 lbs. in single gear applications.	44
1250180	S	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0
1353550	S	PHP10 Aluminum PreSet PLUS Hubs Air Disc PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.	0
1380290	S	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
1380380	S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
1380470	O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	15

Rear Axle & Equipment

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Sales Code	Std/ Opt	Description	Weight
1526150	O	Meritor MT40-14X 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	174
1616290	S	PHP10 Aluminum PreSet PLUS Hubs	0
1680390	S	Bendix ESP Electronic Stability Program With ATC Tractor service only. The Bendix ESP system is designed to continuously monitor a variety of vehicle parameters and sensors to determine if the vehicle is reaching a critical stability threshold. If such a situation develops, the system will quickly and automatically intervene to assist the driver by selectively applying tractor and trailer brakes, and de-throttling the engine.	0
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
1680460	O	Heavy Wall, Drive Axle(s)	88
1680470	O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
1683235	O	Omit SmarTire Tire Pressure Monitoring System Next Gen TPMS	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60

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Sales Code	Std/Opt	Description	Weight
1703360	O	Ratio 3.36 Rear Axle	0
1821800	O	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing Light Weight	170
1911010	O	Steel Suspension Insert Up To 77" Overhang	239
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

2059213	O	X15 565@1900 GOV@1900 1850@1000 Performance Series (2024 Emissions)	465
		N21350 C121 68....Maximum Accelerator Vehicle	
		N21370 C128 68....Maximum Cruise Control Speed	
		N21460 C132 1400..PTO Maximum Engine Speed	
		N21520 C133 5.....Idle Shutdown Timer	
		N21610 C188 39....Idle Shutdown Cold Ambient A	
		N21620 C189 60....Idle Shutdown Intermediate A	
		N21630 C190 80....Idle Shutdown Hot Ambient Ai	
		N21550 C206 35....Idle Shutdown Percent Engine	
		N21340 C209 120...Maximum Vehicle Speed	
		N21510 C225 NO....Idle Shutdown with Parking B	
		N21450 C231 NO....Gear Down Protection	
		N21570 C233 NO....Idle Shutdown Manual Overrid	
		N21440 C234 YES...Engine Protection Shutdown	
		N21480 C238 NO....Cruise Control and Engine Br	
		N21470 C239 NO....Cruise Control Auto-Resume	
		N21430 C333 0.....Driver Initiated OverrideMax	
		N21410 C334 0.....Driver Initiated Override Ma	
		N21590 C382 YES...Idle Shutdown Hot Ambient Au	
		N21500 C395 0.....Green House Gas Automatic En	
		N21530 C396 YES...Idle Shutdown Warning Period	
		N21540 C397 60....Idle Shutdown Warning Period	
		N21320 C399 120...Green House Gas Vehicle Spee	
		N21400 C400 252...Driver Initiated Override Re	
		N21420 C401 10....Green House Gas Vehicle Spee	
		N21330 C402 0.....Green House Gas Vehicle Spee	

2091130	S	VMUX Electronics Archite ctur	0
2091310	O	Engine Idle Shutdown Timer Disabled	0
2091315	O	Enable EIST Amblent Temp Overrule	0
2091372		Eff EIST NA Expiration Miles	0
2091638		Effective VSL Setting 65.0 MPH or Greater (USA)	0

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Sales Code	Std/Opt	Description	Weight
2092017	O	Typical Operating Speed 68 MPH	0
2092033	O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0
2120160	O	Cummins TRV For DAVCO Only For Fuel Filter, X15	0
2140410	S	Engine Brake Controls Located on RH Column	0
2140450	O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
2140670	O	EPA Emission Warranty	0
2140700	S	EPA Engine Idling Compliance	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	S	Immersion Type Block Heater 110-120V Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
2522090	O	PACCAR Premium Starter - X15 Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 36 months / 350,000 mi / 560,000 km.	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539490	O	Batteries In RH BOC Box	0
2539720	S	Low Voltage Disconnect System	0
2539740	O	Kissing Battery Disconnect Switch 300AMP Dual Tab Mounted on Battery Box	3
2621090	S	DM Advantage ON/OFF Fan Clutch Horton DM Advantage Two-Speed Fan Clutch On/Off for heavy-duty, medium-duty and a variety of off-highway equipment.	0
2723220	O	18.7 CFM Naturally Aspirated Air Compressor X15 Only	0
2812170	O	Intebrake (Furnished on Engine) Features a dedicated cam lobe design for optimum power and three-stage engine brake operation.	0
2921130	O	DAVCO 382 Fuel/Water Separator	0

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Sales Code	Std/Opt	Description	Weight
		The Fuel Pro 382 is a combination of diesel fuel filtration and water separator that is recommended for heavy-duty diesel engines with flow rates up to 180 gallon/hour.	
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3010400	O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	0
3291680	S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3367160	S	Exhaust Single RH Side of Cab DPF/SCR RH Under Cab, Single Module	0
3381770	O	Curved Tip Standpipe(s)	1
3387870	S	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0
Transmission & Equipment			
4022080	O	Eaton RTLO18913A 13-Speed Includes oil-to-water cooler, internal oil pump, rear transmission support, direct shift pattern. Synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake. Forward ratios: L-12.31, 1st-8.64, 2nd-6.11, 14th-1.00, 15th-0.86, 16th-0.73. Reverse ratios: LL-13.22, H-3.50	338
4211380	O	RPL25 Driveline Interaxle RPL25 series drivelines are built for heavy-duty commercial vehicles and are permanently lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	20
4211410	O	RPL35 Driveline, 1 Midship Bearing All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	175
4233890	O	(2) Dash Mounted Single Acting EOA PTO Controls	2

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Sales Code	Std/ Opt	Description	Weight
		Electric-over-air (EOA), specifying PTO (power-take-off) control switch does not ensure the PTO will fit.	
4256100	O	Manual Shifter, Black	0
4256250	O	Heavy Duty Input Bearing for PTO Operation For use with Fuller RTLO transmission 1100 through 2250 series. The roller style input shaft bearing has twice the dynamic radial load capability of the ball bearing style and is recommended for transmissions that will be equipped with a transmission mounted 6 or 8 bolt PTO.	0
4321000	O	Self-Adjust Clutch	0
4380220	O	Pre-Damped Clutch Pre-damped feature consists of a set of small springs around the hub, which dampen the engine torsional vibrations at idle speeds before they can reach the transmission and cause gear rattle. Option required on configurations specifying an ISX15 Family 1 engine and a manual transmission with torque ratings of 1650 lb-ft torque or higher.	0
4380360	O	Upgrade Clutch Torque Capacity Requires 1,550 or greater engine torque.	0
Air & Trailer Equipment			
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	6
4520420	O	Pull Cords All Air Tanks	1
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4610920	S	Self-Returning Brake Hand Valve Dash mounted controls	0
4611590	O	Gladhands, Plug, & ISO Holder Mounted BOC/BOS	4
4611660	O	Horizontal AE Mounting Bar Double Spring	5
4612310	O	Mount Gladhands & Plug Holder Lower LH BOC/BOS Or extender brace	0
4614810	S	AE Connections BOC/BOS, Hose Tenna	0

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Sales Code	Std/Opt	Description	Weight
4614850	O	12' AE Lines Straight, (2) 7-Way Plugs	8

Tires & Wheels

5004500	O	FF: CN 16ply 11R24.5 HSR3	58
5104090	O	RR: CN 16ply 11R24.5 HSC3 Efficiency Rating: Fair Fuel efficient, high mileage performance long haul steer tire. Includes TPMS sensor.	224
5190008	S	Code-rear Tire Qty 08	0
5220540	O	FF: Alcoa 98U637 24.5X8.25 High Polish Aluminum, Ultra ONE technology.	-30
5320460	O	RR: Accur Steel Armor 28827PK/Alcoa 985657 Steel inner/aluminum outer high polish finish 24.5X8.25	84
5390008	S	Code-rear Rim Qty 08	0
5409320	O	Wheel Guards, Tandem Axle Between Wheels Between wheels. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0

Fuel Tanks

5534160	O	23" Aluminum 90 Gallon Fuel Tank LH U/C Includes non-slip fuel tank step left-hand under cab	13
5602090	O	Location LH U/C 90 Gallon	0
5650490	O	Fuel Cooler Required with single fuel tank	15
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
5760010	O	RH Tank None Furnished	-86

Battery Box & Bumper

6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-60
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121120	O	Steel Bumper Swept Back Chromed, Without FEPTO Two tow points and step plates on top of bumper	40

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Sales Code	Std/Opt	Description	Weight
Cab & Equipment			
6515700	O	Vocational 121" BBC Alum Cab and Metton Hood SBFA Stainless crown and grille with tilt assist.	30
6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0
6700000	S	No Sleeper Selected	0
6911100	S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standard vinyl finish - color coordinate with interior color.	0
6921740	S	Peterbilt ST Non-Adjustable Passenger Seat Standard vinyl, no suspension cover, no seat back recline.	0
6930500	O	Drivers Armrest - RH Only	2
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	2
6930800	O	Black Seat Color IPO Standard Color	0
6931120	O	Seat Belt Color Orange IPO Standard Black	0
6939400	S	Air Ride Driver	0
6939420	S	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	S	High Back Passenger	0
6939570	S	Vinyl Passenger	0
6939660	S	Static Riser Under Passenger Seat Peterbilt passenger non-adjustable seat.	0
7000025	S	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0
7000045	O	High-Visibility Interior Grabhandles, Painted Bright yellow interior grabhandle for vocational vehicles.	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0

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Sales Code	Std/Opt	Description	Weight
7037130	S	Prestige Interior - Sterling Gray Features single tone dash with tough, scratch resistant materials including soft touch points on top of dash. Top of dash, door panel uppers, and kick panel are charcoal to conceal dirt and mitigate wear. Includes unique technical grained A,B, C & D instrument panels with contoured doorpads, padded fabric headliner and vinyl wall panels. Superior ergonomics are achieved while maximizing productivity featuring: multiple power ports, (2) coat hooks, header-mounted dome light, power lift driver and passenger windows, LH and RH door mounted map pockets with built-in courtesy lights, driver and passenger dome/reading lights and footwell lighting. Comfort features include automatic temperature HVAC controls, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, rubber flooring, (3) inside sunvisors, integrated "dead pedal, cup holder and map bin in dash.	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7330880	O	Additional Fine Particulate Filter For HVAC Syst 3 micron filtration. For use in extreme high dust applications. Not available with Ember filter 7330890.	1
7510070	S	Aero Rear View Mirror Housing, Molded Black	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610300	O	(1) PB Air Horn Round, 23" Length, Roof Mounted includes round horn shield.	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0



Sales Code	Std/Opt	Description	Weight
7728050	O	USB Port	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	0
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	8
7900401	O	Cruise Control Inactive With Wipers On	0
7900402	O	Cruise Inactive At Wiper Speeds 1-6 Only available with 7900401	0
7901140	O	Backup Alarm (87-112 DB) Variable adjusting	6
8011830	S	Engine Oil Temperature Located in Digital Cluster Display.	0
8021800	S	Air Filter Restriction Pressure Gauge Located in Digital Cluster Display	0
8021810	S	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0
8021880	O	Trailer Reservoir Air Pressure Located in Digital Cluster Display	0
8070260	O	Switch To Deactivate ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0

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Sales Code	Std/Opt	Description	Weight
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0
8070810	S	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
8070820	S	Engine Percent Torque Located in Digital Cluster Display	0
8070830	O	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	0
8110070	S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
8120990	S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0
8133470	O	Switch & Wiring for F/O Beacon/Strobe Switch and wiring for furnished by owner beacon / strobe, 10' coiled wire back-of-cab / back-of-sleeper, at rear sill.	2
8133960	S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	Self-Canceling Turn Signal	0
8140000	S	Incandescent Oval Stop/Turn/Tail/Backup In tractor taper end of frame crossmember	0
8151190	O	(2) Load Lights, LED, Flush Mounted Low Inboard Back of cab / back of sleeper	4
Paint			
8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

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Sales Code	Std/Opt	Description	Weight
Options Not Subject To Discount			
9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
9407147	O	Fuel Price Index Factor \$213 NET	0
9408624	O	SmartLINQ RD - 3YR Sub Cummins Engines	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
9408930	O	PDI At CVS Location	0
Miscellaneous			
9409001	S	Day Cab / Prestige Interior (DM)	0
9409093	O	State Registry: Texas	0

Promotions

Special Requirements

- Special Requirement 1 0098170
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

Order Comments



Total Weight

17,951

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

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Shipping Destinations

Intermediate Destination: PDI At CVS

Final Destinations	Quantity
D550 - Rush Trk Ctr, Dallas 515 N. Loop 12 Irving, Texas 75356	1

FIFTH WHEEL HEIGHT



Component	Sales Code	Description	Laden	Unladen
Rearmost Fifth Wheel	0835860	Holland FW35 Fifth Wheel Top Plate	8.0	8.0
Frame	0514000	10-3/4" Steel Rails To 354"	10.8	10.8
Suspension	1821800	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing	11.0	11.4
Tire	5104090	RR: CN 16ply 11R24.5 HSC3	20.6	21.7
Total Height			50.40	51.80

FRAME RAKE

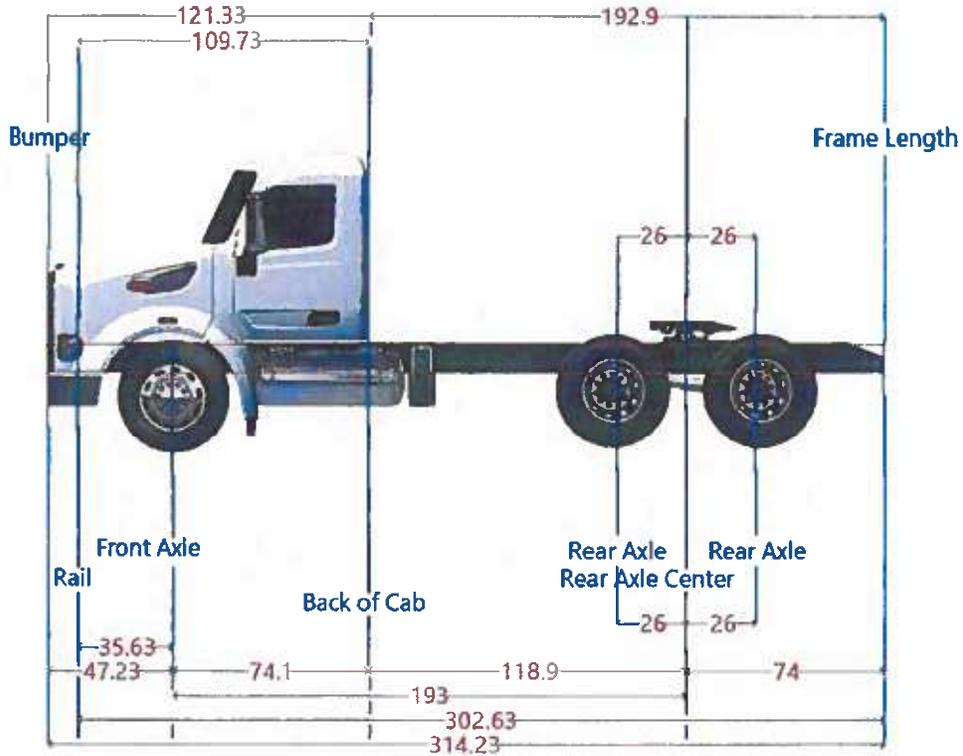


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514000	10-3/4" Steel Rails To 354"	10.8	10.8
Front Spring	1112150	Taper Leaf Springs, Shocks 14,600 lb	7.3	8.9
Front Axle Drop 3.5"	1012330	Meritor MFS-14F 14,600 Lb, 3.5" Drop	0.0	0.0
Height Adj.		80mm Front Spring Spacer Blocks	3.1	3.1
Front Tires	5004500	FF: CN 16ply 11R24.5 HSR3	20.5	20.9
		Front Frame Height	41.7	43.7
Frame	0514000	10-3/4" Steel Rails To 354"	10.8	10.8
Subframe				
Suspension	1821800	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing	11.0	11.4
Rear Tires	5104090	RR: CN 16ply 11R24.5 HSC3	20.6	21.7
		Rear Frame Height	42.4	43.8
		Frame Rake	0.7	0.1
		Frame Rake Slope (%)	0.4	0.1

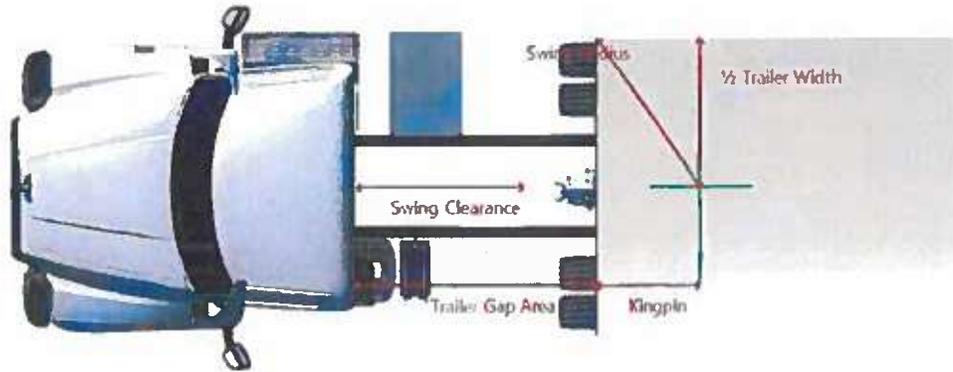
*These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).*

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	52	167	219
Bumper to Back of Cab	121.33	-47.23	74.1
Bumper to Front Axle	47.23	-47.23	0
Bumper to Front Frame	11.6	-47.23	-35.63
Cab to End of Frame	192.9	74.1	267
Cab to Rear Axle	118.9	74.1	193
Effective Bumper to Back Of Cab	121.33	-47.23	74.1
Frame Length	302.63	-35.63	267
Front Axle to Back of Cab	74.1	0	74.1
Front of Frame to Axle	35.63	-35.63	0
Load Space	192.9	74.1	267
Overall Length	314.23	-47.23	267
Overhang	74	193	267
Pusher Offset #1	0	167	193
Pusher Offset #2	0	167	193
Pusher Offset #3	0	167	193
Tag Offset	0	193	219
Wheelbase	193	0	193

SWING CLEARANCE



Available swing clearance shown includes the Peterbilt recommended swing and dip clearance of 7 inches for day cabs and low roof sleepers and 10 inches for high roof sleeper. For example: Available Swing Clearance = 0 on a high roof sleeper means you have 10 inches of clearance

TRUCK AND TRAILER DATA

Wheelbase	193
Trailer Width	102
Trailer Kingpin Setting	36
Corner Radius	2
Fixed Fifth Wheel Offset	0

JACK-KNIFE ALLOWANCE AND DIP ANGLE

FIFTH WHEEL POSITION

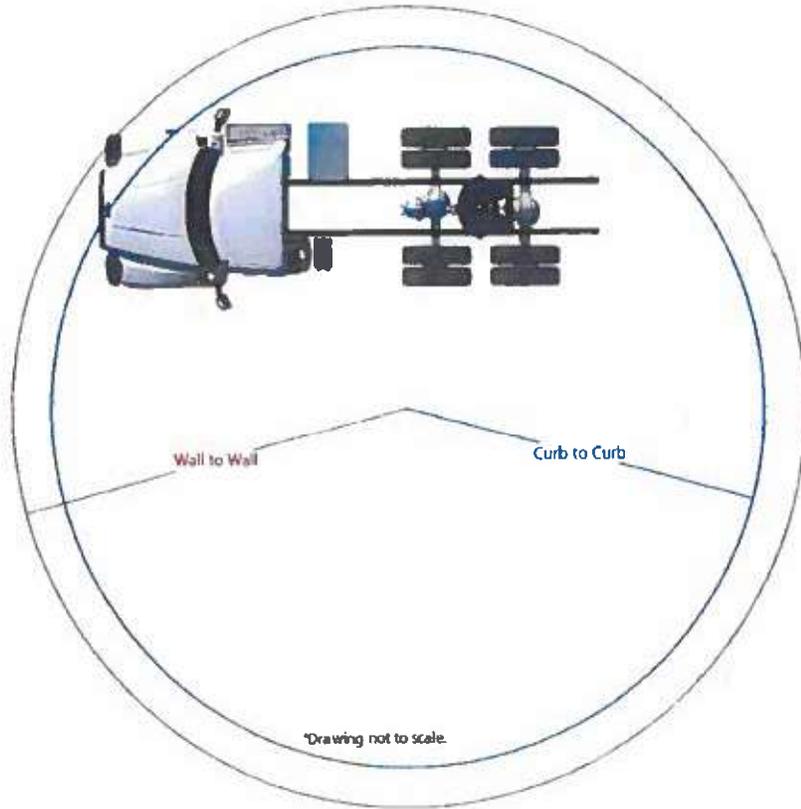
Jack Knife Allowance	4 Inches	Rearmost Fifth Wheel Location	0 Inches
Dip Angle Setting	5 Degrees		

SWING AND DIP CLEARANCE

TRAILER GAP

Available Swing Clearance	21 Inches	Operational Fifth Wheel Setting	0 Inches
Max Dip Angle	7 Degrees	Calculated Trailer Gap at Setting	83 Inches
Max Allowable Fwd 5th Wheel Setting	50 Inches		
Overall Combination Length	684 Inches		
Legal Constraint Comparison	-204 Inches		

TURNING RADIUS



LEFT TURN RADIUS		RIGHT TURN RADIUS	
Curb to Curb	0.0	Curb to Curb	0.0
Wall to Wall	0.0	Wall to Wall	0.0

VEHICLE SUMMARY			
Truck	Model 567 / Tractor	Wheelbase	193
Axle	Meritor MFS+14F 14,600 Lb, 3.5" Drop	Weight	17951
Tire	FF: CN 16ply 11R24.5 HSR3		
Wheel	FF: Alcoa 98U637 24 5X8 25 High Polish		

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1012330	Meritor MFS+14F 14,600 Lb, 3.5" Drop	14,600
Springs	1112150	Taper Leaf Springs, Shocks 14,600 lb	14,600
Power Steering	1243060	Power Steering Sheppard SD110	16,000
Hubs, Drums	1353550	PHP10 Aluminum PreSet PLUS Hubs Air Disc	20,000
Brakes			
Tires	5004500	FF: CN 16ply 11R24.5 HSR3	14,320
Wheels	5220540	FF: Alcoa 98U637 24.5X8.25 High Polish	14,800

Requested Front (Lbs): 0
 Minimum: 10,000
 Maximum: 14,320

The front axle weight rating cannot exceed 14320

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1526150	Meritor MT40-14X 40,000 lb	40,000
Hubs, Drums	1616290	PHP10 Aluminum PreSet PLUS Hubs	78,000
Service Brakes			
Spring Brakes			0
Suspension	1821800	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing	40,000
Tires	5104090	RR: CN 16ply 11R24.5 HSC3	52,880
Wheels	5320460	RR: Accur Steel Armor 28B27PK/Alcoa 985657	64,000

Requested Rear (Lbs): 0
 Minimum: 20,000
 Maximum: 40,000

The rear axle weight rating cannot exceed 40000

LABEL RPTWV_GROSSCOMBINATIONWEIGHTRATING

GCWR (lbs)	125,000
Min	54,320
Max	125,000

The Gross Combination Weight Rating rating cannot exceed 125000

WEIGHT DISTRIBUTION

Model: 567

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended 5th wheel setting to achieve specified ground loads, measured from centerline of drive axle: 21 in. from the centerline of the drive axle(s).

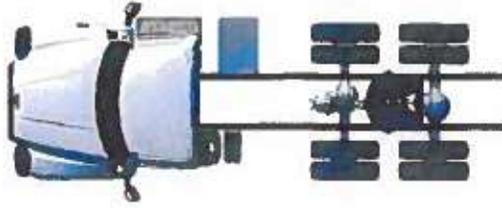
Weight (lbs)	Front	Rear	Total
Chassis	9689	8262	17951
Tools/Driver	291	84	375
Fuel & DEF	503	246	749
Max Payload	3837	31408	35245
Audiliary Payload	0	0	0
Total	14320	40000	54320
Specify Ground Load	14320	40000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 24 inches
 Selected rear most setting is 0 inches
 Wheelbase measurement: 193 inches
 Overhang measurement: 74 inches

FRAME LAYOUT



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 193)

Sales Code	Description	Length	Side
6040550	Aftertreatment Aluminum Non-Slip Cab Entry	45.3	Right
5655019	DEF Tank Small, HD 14 Gal 2, 1M MD 5.5 Gal	7	Left
5534160	23" Aluminum 90 Gallon Fuel Tank LH U/C	58.95	Left
6010780	Aluminum Space Saver Battery Box RH BOC	25.1	Right

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration:	Model 567 / Tractor GCW: 125000
Quota/DTPQ/KCQ:	QUO-1059094-T1L225
Engine:	2059213 X15 565@1900 GOV@1900 1850@1000
Transmission:	4022080 Eaton RTLO18913A 13-Speed
Rear Axle:	1526150 Meritor MT40-14X 40,000 lb
Rear Tire:	5104090 RR CN 16ply 11R24.5 HSC3 472
Operating Conditions:	0% Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
12.31	18.02
8.64	12.65

Engine RPM:	600	700	800	873	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900
Gross Torque:	918	1020	1325	1580	1692	1850	1850	1850	1850	1850	1850	1850	1792	1692	1562
Net Torque:	809	910	1199	1439	1544	1694	1696	1698	1700	1701	1703	1704	1651	1559	1439
Net HP:	92	121	183	239	265	322	355	388	421	454	486	519	534	534	520

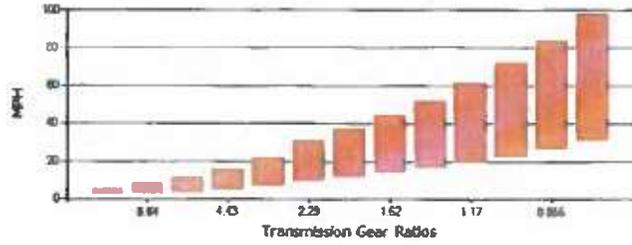
Gear Ratios: TRN (1): 12.31		RAX (1): 3.36														
Speed (MPH):	1.8	2.2	2.5	2.7	2.8	3.1	3.4	3.7	4.0	4.3	4.6	4.9	5.2	5.5	5.8	
Grade (%):	14.5	16.4	22.1	27.0	29.2	32.3	32.4	32.4	32.5	32.5	32.5	32.6	31.4	29.5	27.0	
Gear Ratios: TRN (2): 8.64		RAX (1): 3.36														
Speed (MPH):	2.6	3.1	3.5	3.8	3.9	4.4	4.8	5.3	5.7	6.1	6.6	7.0	7.4	7.9	8.3	
Grade (%):	9.9	11.2	15.1	18.4	19.8	21.9	21.9	22.0	22.0	22.0	22.0	22.0	21.3	20.0	18.4	
Gear Ratios: TRN (3): 6.11		RAX (1): 3.36														
Speed (MPH):	3.7	4.3	5.0	5.4	5.6	6.2	6.8	7.4	8.0	8.7	9.3	9.9	10.5	11.1	11.8	
Grade (%):	6.8	7.7	10.4	12.7	13.7	15.1	15.1	15.1	15.1	15.2	15.2	15.2	14.7	13.8	12.7	
Gear Ratios: TRN (4): 4.43		RAX (1): 3.36														
Speed (MPH):	5.1	6.0	6.8	7.5	7.7	8.5	9.4	10.2	11.1	12.0	12.8	13.7	14.5	15.4	16.2	
Grade (%):	4.7	5.4	7.3	9.0	9.7	10.7	10.7	10.7	10.7	10.7	10.7	10.7	10.4	9.7	8.9	
Gear Ratios: TRN (5): 3.23		RAX (1): 3.36														
Speed (MPH):	7.0	8.2	9.4	10.2	10.5	11.7	12.9	14.1	15.2	16.4	17.6	18.7	19.9	21.1	22.3	
Grade (%):	3.2	3.7	5.1	6.3	6.8	7.6	7.6	7.6	7.6	7.6	7.6	7.6	7.3	6.9	6.3	
Gear Ratios: TRN (6): 2.29		RAX (1): 3.36														
Speed (MPH):	9.9	11.6	13.2	14.4	14.9	16.5	18.2	19.8	21.5	23.1	24.8	26.4	28.1	29.7	31.4	
Grade (%):	2.1	2.4	3.4	4.3	4.6	5.1	5.1	5.1	5.1	5.1	5.1	5.1	4.9	4.6	4.2	
Gear Ratios: TRN (7): 1.95		RAX (1): 3.36														
Speed (MPH):	11.6	13.6	15.5	16.9	17.5	19.4	21.3	23.3	25.2	27.2	29.1	31.0	33.0	34.9	36.9	
Grade (%):	1.7	2.0	2.8	3.5	3.8	4.2	4.2	4.2	4.2	4.2	4.2	4.2	4.0	3.7	3.4	
Gear Ratios: TRN (8): 1.62		RAX (1): 3.36														
Speed (MPH):	14.0	16.3	18.7	20.4	21.0	23.4	25.7	28.0	30.4	32.7	35.0	37.4	39.7	42.0	44.4	
Grade (%):	1.3	1.5	2.2	2.8	3.0	3.4	3.4	3.4	3.3	3.3	3.3	3.3	3.1	2.9	2.6	
Gear Ratios: TRN (9): 1.38		RAX (1): 3.36														
Speed (MPH):	16.4	19.2	21.9	23.9	24.7	27.4	30.2	32.9	35.6	38.4	41.1	43.9	46.6	49.3	52.1	
Grade (%):	1.0	1.2	1.7	2.2	2.4	2.7	2.7	2.7	2.7	2.7	2.7	2.6	2.6	2.5	2.0	
Gear Ratios: TRN (10): 1.17		RAX (1): 3.36														
Speed (MPH):	19.4	22.6	25.9	28.2	29.1	32.3	35.6	38.8	42.0	45.3	48.5	51.7	55.0	58.2	61.4	
Grade (%):	0.7	0.8	1.3	1.7	1.9	2.2	2.1	2.1	2.1	2.0	2.0	2.0	1.8	1.6	1.4	
Gear Ratios: TRN (11): 1		RAX (1): 3.36														
Speed (MPH):	22.7	26.5	30.3	33.0	34.0	37.8	41.6	45.4	49.2	53.0	56.7	60.5	64.3	68.1	71.9	
Grade (%):	0.5	0.6	1.0	1.3	1.5	1.7	1.6	1.6	1.6	1.5	1.5	1.4	1.3	1.1	0.8	
Gear Ratios: TRN (12): 0.856		RAX (1): 3.36														
Speed (MPH):	26.5	30.9	35.4	38.6	39.8	44.2	48.6	53.0	57.5	61.9	66.3	70.7	75.1	79.6	84.0	
Grade (%):	0.3	0.4	0.7	1.0	1.1	1.2	1.2	1.1	1.1	1.0	0.9	0.9	0.7	0.5	0.3	
Gear Ratios: TRN (13): 0.73		RAX (1): 3.36														
Speed (MPH):	31.1	36.3	41.5	45.2	46.6	51.8	57.0	62.2	67.4	72.6	77.7	82.9	88.1	93.3	98.5	
Grade (%):	0.1	0.1	0.4	0.6	0.7	0.8	0.8	0.7	0.6	0.5	0.4	0.3	0.1	-0.1	-0.3	

Engine RPM:	600	700	800	873	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900
Gross Torque:	918	1020	1325	1580	1692	1850	1850	1850	1850	1850	1850	1850	1792	1692	1562
Net Torque:	809	910	1199	1439	1544	1694	1696	1698	1700	1701	1703	1704	1651	1559	1439
Net HP:	92	121	183	239	265	322	355	388	421	454	486	519	534	534	520

SPEED & GRADE PERFORMANCE REPORTS

Geared Speed Report (Engine Fan Off)

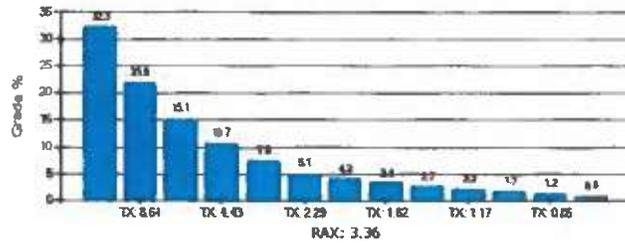
Configuration:	Model 567 / Tractor GCW 125000
Quote/DTPO/CO:	QUO-1059094-T1L225
Engine:	2059213 X15 565@1900 GOV@1900 1850@1000
Transmission:	4022080 Eaton RTLO18913A 13-Speed
Rear Axle:	1526150 Mentor MT40-14X 40,000 lb
Rear Tire:	5104090 RR-CN 16ply 11R24.5 HSC3 : 472
Operating Conditions:	0% Rolling Resistance



SPEED & GRADE PERFORMANCE REPORTS

Gradability Report (Engine Fan Off)

Configuration:	Model 567 / Tractor GCW: 125000
Quote/DTPO/CO	QUO-1059094-T1L225
Engine:	2059213 X15 565@1900 GOV@1900 1850@1000
Transmission:	4022080 Eaton RTLO18913A 13-Speed
Rear Axle:	1526150 Mentor MT40-14X 40,000 lb
Rear Tire:	5104090 RR CN 16ply 11R24.5 H5C3 472
Operating Conditions:	0% Rolling Resistance



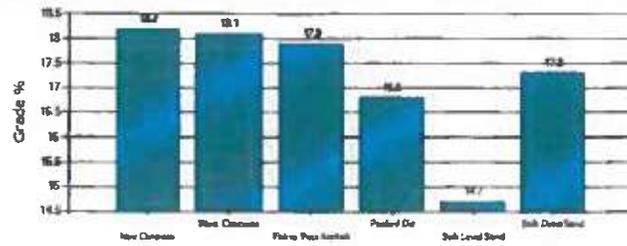
Gradability Report (Engine Fan Off)

Gear	TX-Ratio	RAX-Ratio	Peak Torque % Gradability	Peak Torque Road Speed (MPH)
1	12.31	3.36	32.35	3.07
2	8.64	3.36	21.90	4.38
3	6.11	3.36	15.09	6.19
4	4.43	3.36	10.68	8.54
5	3.23	3.36	7.56	11.71
6	2.29	3.36	5.13	16.52
7	1.95	3.36	4.24	19.40
8	1.62	3.36	3.38	23.35
9	1.38	3.36	2.74	27.42
10	1.17	3.36	2.16	32.34
11	1.00	3.36	1.68	37.83
12	.86	3.36	1.24	44.20
13	.73	3.36	.83	51.83

SPEED & GRADE PERFORMANCE REPORTS

Startability Report (Engine Fan Off)

Configuration:	Model 567 / Tractor GCW 125000
Quote/DTPO/CO:	QUO-1059094-T1L22S
Engine:	2059213 X15 S65@1900 GOV@1900 1850@1000
Transmission:	4022080 Eaton RTLO18913A 13-Speed
Rear Axle:	1526150 Mentor MT40-14X 40,000 lb
Rear Tire:	S104090 RR, CN 16ply 11R24.5 HSC3 472
Operating Conditions:	0% Rolling Resistance



COMMISSIONERS COURT AGENDA REQUEST

2.3

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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Please fill out this form completely:

DATE: January 16, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: January 23, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consideration and approval of a material price increase from Vulcan Materials Company for Crushed Limestone, RFB-2022-016.



December 20, 2023

Ellis County
101 W. Main Street, Suite 203
Waxahachie, Texas 75165

RE: Price Increase for **RFB 2022-017 Washed Pea Gravel**

Dear Jodi,

As the anniversary date of the subject contract is approaching, Vulcan Construction Materials LLC, respectfully requests a price increase over our current pricing. Please see below for proposed price increases:

Current Pricing

	PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
FOB	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
DELIVERED	\$32.00	\$32.00	\$34.00	\$33.00	\$33.00

New Pricing

	PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
FOB	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
DELIVERED	\$37.76	32.90	32.90	30.81	28.53

In light of our good working relationship with Ellis County, Vulcan Construction Materials LLC would greatly appreciate your approval of this increase to help offset our increases.

Respectfully,

Vulcan Construction Materials, LLC



December 20, 2023

Ellis County
101 W. Main Street, Suite 203
Waxahachie, Texas 75165

RE: Price Increase for **RFB 2022-016 Crushed Limestone**

Dear Jodi,

As the anniversary date of the subject contract is approaching, Vulcan Construction Materials LLC, respectfully requests a price increase over our current pricing. Please see below for proposed price increases:

Current Pricing

	PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
FOB	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
DELIVERED	\$42.49	\$43.48	\$42.49	\$41.31	\$39.54

New Pricing

	PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
FOB	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
DELIVERED	\$57.76	\$57.90	\$57.90	\$55.81	\$53.53

In light of our good working relationship with Ellis County, Vulcan Construction Materials LLC would greatly appreciate your approval of this increase to help offset our increases.

Respectfully,

Vulcan Construction Materials, LLC

Sample of Construction Inflation Measures as of July 2023

Construction Related Prices* (BLS Producer Price Index National Survey)	Year over Year % Change			Current vs Pre-COVID
	Avg of Last 12 Months ¹	Avg of Last 3 Months ²	Jul-23 ³	Jul-23 vs Feb-20
Inputs to construction industries, goods	4.6%	-3.8%	-3.1%	38%
Truck transportation of freight	0.8%	-12.3%	-12.4%	20%
#2 diesel fuel	-0.5%	-44.3%	-45.2%	61%
Cement	13.2%	13.5%	12.6%	31%
Concrete block and brick	12.9%	11.0%	9.3%	31%
Ready-mixed concrete	12.1%	11.9%	10.4%	28%
Asphalt (at refinery - liquid)	-9.4%	-34.6%	-36.5%	37%
Paving mixtures and blocks (Hot-mix asphalt)	12.8%	1.7%	-1.3%	15%
Special Indexes: Construction Materials	-1.1%	-4.0%	-4.3%	41%
Gypsum products	11.3%	2.8%	2.2%	42%
Lumber and plywood	-19.8%	-23.1%	-16.8%	26%
Plastic construction products	5.9%	-3.2%	-4.7%	50%
Steel pipe and tube	-7.8%	-19.2%	-22.0%	46%
Copper and brass mill shapes	-5.3%	-3.6%	3.3%	51%
Fabricated structural metal bar joists & rebar	2.4%	-4.3%	-5.1%	64%
Iron and steel scrap	-22.6%	-17.8%	-12.5%	31%
Construction Earnings⁴				
Avg hrly earnings of prod and nonsup employees, construction	6.2%	5.6%	5.8%	19%
Avg hrly earnings of prod and nonsup emps, heavy and civil eng constructi	7.0%	6.8%	6.2%	18%

Source: Bureau of Labor Statistics (BLS) Producer Price Index Survey

* Note: The Producer Price Index is a family of indexes that measures the average change over time in the selling prices received by domestic producers of goods and services (based on a national survey). PPIs measure price changes from the perspective of the seller. About 10,000 PPIs for individual products and groups of products are released each month. PPIs are available for the output of nearly all industries in the goods-producing sectors of the U.S. economy.

The items listed above are a sample of items from the surveys that are closely tied to the construction industry.

(1) TTM (Trailing 12 Months) = Average of index from July 2023 to August 2022 vs average of index from July 2022 to August 2021

(2) T3M (Trailing 3 Months) = Average of index from July 2023 to May 2023 vs average of index from July 2022 to May 2022

(3) July 2023 to July 2022 (1 month year-over-year measure)

(4) Detailed avg hourly earnings for residential buildings is based on Jun 2023

COMMISSIONERS COURT AGENDA REQUEST P.2/3.1

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Please fill out this form completely:

DATE: 1/16/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ted Kantor

PHONE: 972-825-5112

FAX: _____

DEPARTMENT OR ASSOCIATION: Engineering

ADDRESS: _____

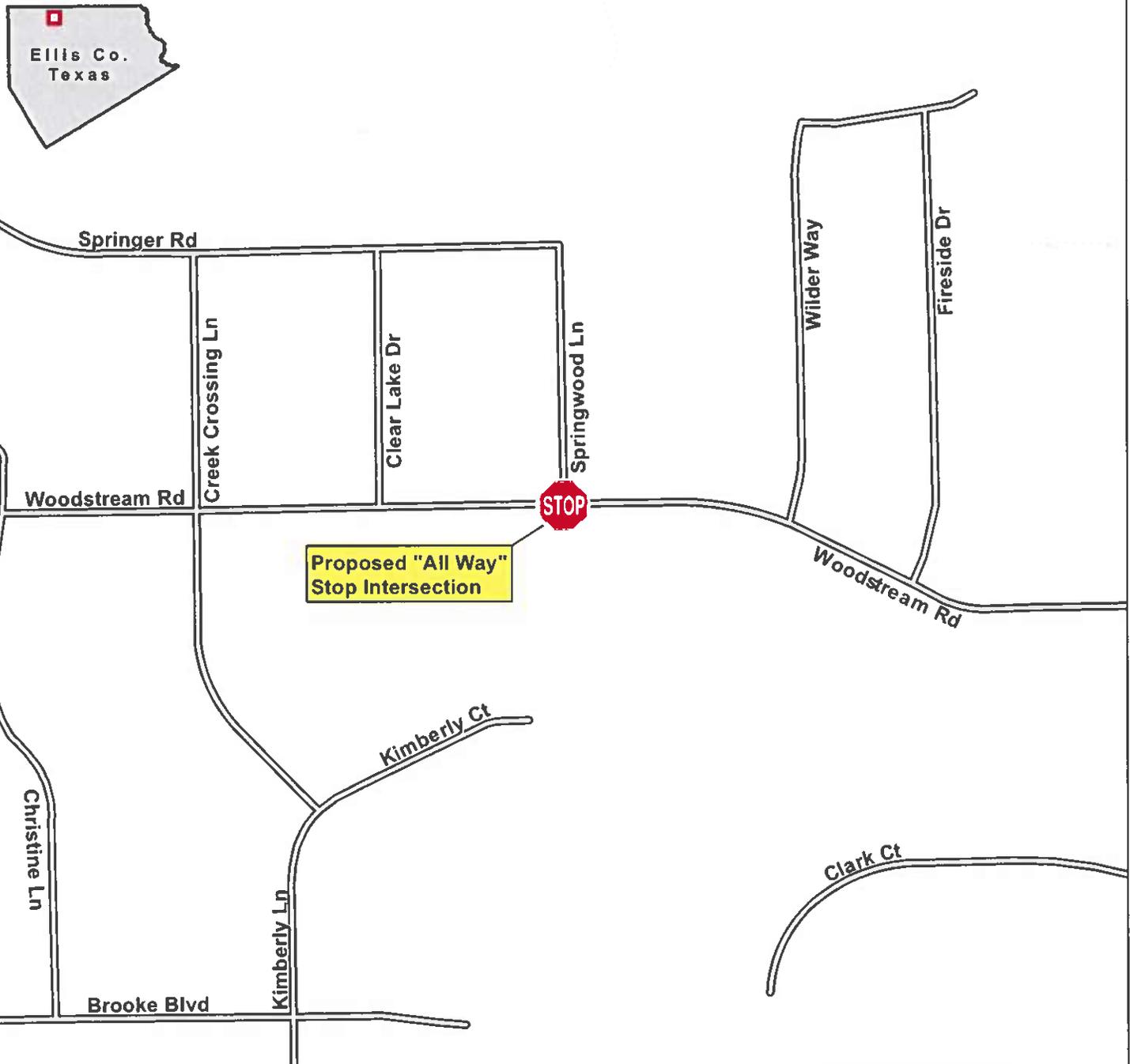
PREFERRED DATE TO BE PLACED ON AGENDA: 01/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

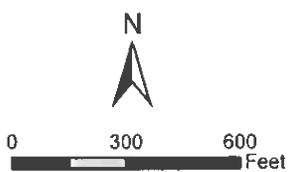
1. Public hearing for the proposed installation of stop signs on Woodstream Rd at the intersection of Springwood Ln, creating an all way stop.
2. Discuss for action the proposed installation of stop signs on Woodstream Rd at the Intersection of Springwood Ln.

PROPOSED "ALL WAY" STOP INTERSECTION: on Woodstream Road at Springwood Lane

The Ellis County Commissioners Court is proposing installation of stop signs on Woodstream Road at the intersection with Springwood Lane. A public hearing will held at the Ellis County Commissioners Court at 2:00 p.m., on January 23rd, 2024 at the Ellis County Historic Courthouse, located at 101 W Main St, Waxahachie, Texas. Action on the proposed installation will be taken after closure of the public hearing.



- Roads**
- Local: City, County, Park, Other
 - Private, Driveway



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



COMMISSIONERS COURT AGENDA REQUEST P.3/3.2

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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Please fill out this form completely:

DATE: 12.13.23 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: CHERYL CHAMBERS / REPRESENTATIVES OF LOCAL NONPUBLIC HOSPITALS

PHONE: 972.825.5127 FAX: 972.825.5129

DEPARTMENT OR ASSOCIATION: TREASURER

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: January 23rd, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Conduct a public hearing to discuss setting the mandatory payment rate for Fiscal Year 24 applicable to Ellis County's local provider participation program. The Ellis County Commissioner's Court will hold the public hearing pursuant to section Chapter 296A.101 of the Texas Health & Safety Code, which authorized the creation of the Ellis County local provider participation program. Public hearing to discuss the amounts of any mandatory payments that the commissioners court intends to require during the year and how the revenue derived from those payments is to be spent.

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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Please fill out this form completely:

DATE: _____ 12.13.2023 _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: ___ CHERYL CHAMBERS / REPRESENTATIVES OF LOCAL NONPUBLIC HOSPITALS _____

PHONE: ___ 972.825.5127 _____ FAX: ___ 972.825.5129 _____

DEPARTMENT OR ASSOCIATION: _____ TREASURER _____

ADDRESS: ___ 101 W MAIN ST _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____ January 23rd, 2024 _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

_____ Discussion, consideration, and approval to set mandatory payment rate for Fiscal Year 24 pursuant to Chapter 296A.101 of the Texas Health & Safety Code.

Ellis County Commissioner's Court

PUBLIC HEARING AGENDA

January 23rd, 2024

Conduct a public hearing to discuss setting the mandatory payment rate for Fiscal Year 24 applicable to Ellis County's local provider participation program. The Ellis County Commissioner's Court will hold the public hearing pursuant to section Chapter 296A of the Texas Health & Safety Code, which authorized the creation of the Ellis County local provider participation program. Public hearing to discuss the amounts of any mandatory payments that the commissioners court intends to require during the year and how the revenue derived from those payments is to be spent.

Agenda Item

Discussion, consideration, and approval to set mandatory payment rate for Fiscal Year 24 pursuant to Chapter 296A of the Texas Health & Safety Code.

COMMISSIONERS COURT AGENDA REQUEST

3.3

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Please fill out this form completely:

DATE: January 11, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Kyle Butler

PHONE: 972-825-5305 FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4 Road & Bridge

ADDRESS: 1011 Eastgate, Midlothian, TX. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: January 23, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Interlocal Cooperation Contract between County of Ellis and City of Venus, term agreement thru December 31, 2024

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF VENUS, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of VENUS, a City of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

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

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

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2024 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.

6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.

7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

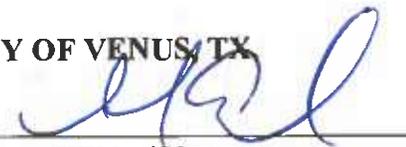
ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF VENUS, TX

By: 
 Mayor, CITY of VENUS

Attest: 
 CITY Administrator

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Court Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

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

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF VENUS, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of VENUS, a City of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

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

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

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2024 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20__.

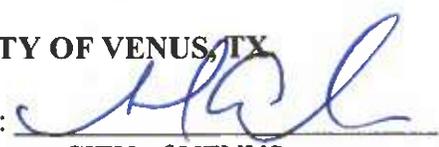
ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF VENUS, TX

By: 
Mayor, CITY of VENUS

Attest: 
CITY Administrator

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

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

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

COMMISSIONERS COURT AGENDA REQUEST

3.4
4.2

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 01/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Keith Adkisson on behalf of Kyle Butler

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: R&B Pct. 4

ADDRESS: 1011 Eastgate Midlothian TX

PREFERRED DATE TO BE PLACED ON AGENDA: 01/23/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and action to retain outside counsel for negotiations on three (3) right-of-way purchases for the Hampton Road bridge work at Little Creek Bridge.

Executive Item: Pursuant to Texas Government Code §551.072, deliberate the purchase, exchange, lease, or value of real property if the deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third parties regarding negotiations for Hampton Road right-of-way purchases.

COMMISSIONERS COURT AGENDA REQUEST 3.5

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

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If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 1/11/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

PHONE: 972-825-5011

FAX: _____

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: 1/23/24

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

DISCUSSION, CONSIDERATION AND APPROVAL TO APPOINT THE FOLLOWING OFFICERS TO THE ELLIS COUNTY CHILD WELFARE BOARD AKA ELLIS COUNTY CHILD PROTECTIVE SERVICES BOARD FOR 1 YEAR TERM THAT BEGAN ON JANUARY 1ST, 2024 AND WILL CONTINUE THROUGH DECEMBER 31ST, 2024:

PRESIDENT: LETITIA RUTAN
VICE PRESIDENT: EMIL SLOVACEK
SECRETARY: EMILY HINDMAN
TREASURER: HEATHER POOLE

COMMISSIONERS COURT AGENDA REQUEST

3,6

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 1/11/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

PHONE: 972-825-5011

FAX: _____

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: 1/23/24

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

PRESENTATION BY THE ELLIS COUNTY CHILD WELFARE BOARD AKA ELLIS COUNTY CHILD PROTECTIVE SERVICES BOARD TO UPDATE COMMISSIONERS ON THE PROGRESS OF THE ORGANIZATION.