

COMMISSIONERS COURT AGENDA REQUEST

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: September 9, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: 972-825-5070 FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

1. Approval of Commissioners' Court regular meeting minutes from September 3, 2024.
2. Approval of Commissioners' Court regular meeting minutes from September 10, 2024.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – SEPTEMBER 3, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, SEPTEMBER 3, 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 TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

PRECINCT 4 COMMISSIONER KYLE BUTLER

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 PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE: *PRECINCT 1 COMMISSIONER RANDY STINSON*

CONSENT AGENDA: MINUTE ORDER 408.24

ADMINISTRATIVE:

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING THE COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM AUGUST 20, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.3 APPROVING THE COMMISSIONERS' COURT SPECIAL MEETING MINUTES FROM AUGUST 27, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.4 APPROVING OF THE AUDIT REPORT FOR EMERGENCY SERVICES DISTRICT #2 (MIDLOTHIAN), PURSUANT TO HEALTH AND SAFETY CODE §775.082. – *FIRE MARSHAL TIM BIRDWELL*
- A.5 ACCEPTING OF THE TEXAS VETERANS COMMISSION FUND FOR THE VETERANS' ASSISTANCE GRANT AWARD IN THE AMOUNT OF \$110,000.00 AND AUTHORIZING THE COUNTY JUDGE'S SIGNATURE. THE GRANT PERIOD IS FROM JULY 1, 2024 TO JUNE 30, 2025. – *THE HONORABLE WILLIAM WALLACE, 378TH DISTRICT JUDGE, AND VETERANS TREATMENT COURT COORDINATOR BRENT DORROUGH*
- A.6 APPROVING TO APPOINT LISA HEINE TO THE LAKES REGIONAL COMMUNITY CENTER BOARD OF TRUSTEES FOR ANOTHER TWO-YEAR TERM ENDING IN SEPTEMBER 2026.– *COUNTY JUDGE TODD LITTLE*
- A.7 APPROVING OF THE DEPARTMENT OF DEVELOPMENT MONTHLY REPORT FOR JULY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

FINANCIAL:

- F.1 FY2024 LINE-ITEM TRANSFER – *COUNTY AUDITOR STACI PARR*

- DECREASE 001-0030-508620 (FISCAL SERVICE FEE) BY \$3,375.00
 INCREASE 001-0030-508190 (COMPUTER EQUIPMENT) BY \$2,500.00
 INCREASE 001-0030-507030 (TELEPHONE) BY \$300.00
 INCREASE 001-0030-508050 (CONFERENCE) BY \$300.00
 INCREASE 001-0030-508650 (EMPLOYMENT SCREENING) BY \$275.00
- F.2 FY2024 LINE-ITEM TRANSFER – *ELECTIONS ADMINISTRATOR JANA ONYON*
 DECREASE 001-0210-508480 (PART-TIME ELECTION SALARIES) BY \$56,200.00
 DECREASE 001-0210-506950 (FICA) BY \$5,000.00
 INCREASE 001-0210-508020 (EQUIPMENT) BY \$55,000.00
 INCREASE 001-0210-507030 (TELEPHONE) BY \$5,000.00
 INCREASE 001-0210-508230 (LEGAL NOTICES) BY \$100.00
 INCREASE 001-0210-508880 (COMPUTER SOFTWARE) BY \$1,100.00
- F.3 FY2024 LINE-ITEM TRANSFER – *PRECINCT 2 COMMISSIONER LANE GRAYSON*
 DECREASE 010-0653-509100 (FM2 GAS/OIL) BY \$25,000.00
 INCREASE 010-0653-509070 (TIRES) BY \$25,000.00
- F.4 FY2024 LINE-ITEM TRANSFER – *EMERGENCY MANAGEMENT COORDINATOR MICHAELA SANDEFER*
 DECREASE 01-0430-509770 (PREPAREDNESS TRAINING) BY \$800.00
 INCREASE 001-0430-509760 (PREPAREDNESS FAIR) BY \$800.00
- F.5 FY2024 LINE-ITEM TRANSFER – *I.T. DIRECTOR JOCELYN KING*
 DECREASE 001-0035-508190 (COMPUTER EQUIPMENT) BY \$2,500.00
 DECREASE 001-0035-508010 (SUPPLIES) BY \$5,000.00
 DECREASE 001-0035-508880 (COMPUTER SOFTWARE) BY \$8,429.00
 INCREASE 001-0035-508680 (CONTRACT SERVICES) BY \$15,929.00

MOTION TO APPROVE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 409.24 (1.1) APPROVING A REQUEST FOR A VARIANCE FOR PARCEL ID 183035 FROM SECTION IV (B) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS TO ALLOW THIS PROPERTY TO DEVELOP WITH AN EXISTING STRUCTURE ENCREACHING INTO THE PROPOSED FRONT BUILDING LINE SETBACK AND FRONT DRAINAGE AND UTILITY EASEMENT. THE PROPERTY CONTAINS ± 0.86 ACRES OF LAND LOCATED AT THE NORTHEAST INTERSECTION OF HEMPHILL STREET AND EAST MAIN STREET, AVALON, ROAD AND BRIDGE PRECINCT No. 2, SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) ENCREACHMENT OF THE EXISTING STRUCTURE CAN ENCREACH INTO THE FRONT BUILDING LINE BETWEEN ± 10.5 FEET AND ± 13.5 FEET.
- 2) ENCREACHMENT OF THE EXISTING STRUCTURE INTO THE FRONT DRAINAGE & UTILITY EASEMENT BETWEEN ± 5.5 AND ± 8.5 FEET.
- 3) THE NON-CONFORMING EXISTING STRUCTURE MAY NOT BE ENLARGED OR EXPANDED, NOR SHALL IT BE STRUCTURALLY ALTERED, UNLESS SUCH ALTERATION CONVERTS SUCH STRUCTURE INTO CONFORMITY WITH THE EXISTING REGULATIONS IN EFFECT AT THAT TIME.

- 4) NONCONFORMING STRUCTURES SHALL NOT BE REBUILT IN CASE OF PARTIAL OR TOTAL DESTRUCTION EXCEEDING 50 PERCENT OF THEIR FAIR MARKET VALUE. IF ANY SUCH STRUCTURE IS DAMAGED OR DESTROYED TO THE EXTENT OF EXCEEDING MORE THAN 50 PERCENT OF ITS FAIR MARKET VALUE, IT SHALL NOT BE REBUILT EXCEPT IN CONFORMANCE WITH THE COUNTY'S ADOPTED SUBDIVISION REGULATIONS AT THE TIME OF APPLICATION.
- 5) APPROVAL OF THESE VARIANCE REQUESTS DOES NOT EXTEND TO MULTI-TENANT, MULTI-UNIT, OR ANY OTHER COMMERCIAL STRUCTURES OR BUSINESSES WITHOUT MEETING THE REQUIREMENTS IN EFFECT AT THAT TIME.
- 6) THE PROPERTY OWNER OR APPLICANT SHALL SUBMIT A PLAT IDENTICAL TO THE SURVEY PLAT PROVIDED FOR THE PROPERTY.
- 7) NO FURTHER SUBDIVISION OF THIS PROPERTY SHALL OCCUR UNTIL IT CAN MEET THE SUBDIVISION REQUIREMENTS IN EFFECT AT THAT TIME.

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

MINUTE ORDER 410.24 (1.2) APPROVING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 181719. THIS ± 5.811-ACRE SITE IS LOCATED ± 3,450 FEET SOUTHWEST OF THE INTERSECTION OF EAST STATE HIGHWAY 34 AND FM 660, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT 2, SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) ANY FURTHER SUBDIVISION OF THIS PROPERTY SHALL REQUIRE A PLAT MEETING THOSE REGULATIONS IN EFFECT AT THE TIME OF PLATTING.
- 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 GRAYSON, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 411.24 (1.3) APPROVING A PLAT OF CYNTHIA'S ADDITION, LOT 1, BLOCK A, BEING A REPLAT OF OLD TOWN INDIA, LOTS 9-17, 19 & 22. THE ± 1.174-ACRE SITE IS LOCATED ± 195 FEET SOUTH OF THE INTERSECTION OF FM 780 AND INDIA ROAD, FERRIS, ROAD AND BRIDGE PRECINCT NO. 1.

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

MINUTE ORDER 412.24 (1.4) RATIFYING STAFF ACTION ON A PLAT OF AUTWELL ESTATES, LOT 1. THE ± 6.002-ACRE SITE IS LOCATED NORTHEAST OF THE INTERSECTION OF JACKSON ROAD AND SMITH ROAD, SITUATED IN PART OF THE H. HILBURN SURVEY, ABSTRACT NO. 475 AND THE M. CHEEK SURVEY ABSTRACT NO. 219, MAYPEARL ROAD AND BRIDGE PRECINCT NO. 3, SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) ADD PHONE NUMBERS FOR PROPERTY OWNERS WITHIN THE OWNER'S CONTACT INFORMATION BLOCK ON THE PLAT.
- 2) LOT 1 DOES NOT NEED TO BE PLATTED BEING OVER 10 ACRES PER LOCAL GOVERNMENT CODE § 232.
- 3) ADD THE DATE OF PREPARATION AND A GRAPHIC SCALE TO THE PLAT.

- 4) ADD "IN THE CITY OF MAYPEARL ETJ" AND ADD AN ETJ BOUNDARY LINE.
- 5) ADD AND LABEL THE BUILDING LINE SETBACK AND DRAINAGE AND UTILITY EASEMENTS TO THE PLAT.
- 6) REMOVE PRELIMINARY AND ADD FINAL TO THE PLAT TITLE BLOCK.
- 7) PLEASE PROVIDE A SIGNED APPLICATION FROM THE CARPENTERS.
- 8) REMOVE STRUCTURES FROM THE PLAT DRAWING.
- 9) THE LAST CALL WITHIN THE WRITTEN METES AND BOUNDS DESCRIPTION DOES NOT MATCH THE PLAT DRAWING (28.87 vs 30.10).
- 10) THE OVERALL ACREAGE WITHIN THE PLAT TITLE BLOCK DOES NOT MATCH THE PLAT DRAWING.
- 11) LABEL THE PIPELINE EASEMENT ON THE PLAT DRAWING.
- 12) VERIFY THE LINE TABLE. L2 AND L3 HAVE DIFFERENT DIRECTIONS AND SECONDS. THE LINE TABLE ALSO DOES NOT FOLLOW ACCURATE DIRECTIONS. (PLEASE CALL ME TO DISCUSS)
- 13) LABEL EACH LOT (LOT 1, LOT 2, ETC.) WITH THE OVERALL ACREAGE ON EACH DRAWING.

MOTION TO APPROVE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 413.24 (1.5) RATIFYING STAFF ACTION ON A PLAT OF NICHOLS ESTATE SUBDIVISION. THE ± 2.532-ACRE SITE IS LOCATED ± 365 FEET NORTHEAST OF THE INTERSECTION OF FM 308 AND THUNDER ROAD, SITUATED IN JOHN C LOGAN SURVEY, ABSTRACT 649, MILFORD, ROAD AND BRIDGE PRECINCT No. 3.

MOTION TO APPROVE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 414.24 (1.6) RATIFYING STAFF ACTION ON A PLAT OF GIGI'S CASTLE. THE ± 8.407-ACRE SITE IS LOCATED ± 1,200 FEET EAST OF THE INTERSECTION OF SMITH ROAD AND WIGGINS ROAD, SITUATED IN THE M. CHEEK SURVEY, ABSTRACT No. 219, MAYPEARL, ROAD AND BRIDGE PRECINCT No. 4, SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) PROVIDE A PROBATED WILL, AFFIDAVIT OF HEIRSHIP OR AN UPDATED DEED WITHOUT WILLIAM SHAND.
- 2) PRIOR TO THE FILING OF THE PLAT, THE UPDATED DEED SHALL BE RECORDED IN THE COUNTY CLERK'S OFFICE TO REFLECT THE CURRENT OWNERSHIP AT THE TIME OF PLAT FILING.
- 3) UPDATE THE FEMA FLOODPLAIN NUMBER

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

PURCHASING

MINUTE ORDER 415.24 (2.1) APPROVING TO PURCHASE A 36-INCH MULCHER HEAD FROM TIGER CORPORATION USING BUYBOARD CONTRACT No. 706-23 IN AN AMOUNT OF \$30,447.63 FOR ROAD & BRIDGE PRECINCT 1.

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

MINUTE ORDER 416.24 (2.2) APPROVING AN INTERLOCAL AGREEMENT BETWEEN JOHNSON COUNTY AND ELLIS COUNTY IN ACCORDANCE WITH THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

MOTION TO APPROVE BY COUNTY JUDGE LITTLE, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 417.24 (2.3) AUTHORIZING THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH SPG VENDING SOLUTIONS, LLC FOR FULL-SERVICE VENDING MACHINES SERVICES AWARDED JULY 9, 2024 (MINUTE ORDER 347.24). SUBJECT TO ADDING TO THE CONTRACT THE ELLIS COUNTY CENTRAL AND JP 2 BUILDINGS, AND AUTHORIZING THE COUNTY JUDGE TO SIGN IT SUBJECT TO LEGAL REVIEW AND APPROVAL.

MOTION TO APPROVE BY COUNTY JUDGE LITTLE, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 418.24 (2.4) AUTHORIZING THE PURCHASE OF A 2023 GRADALL XL 3100 V 4X2 EXCAVATOR FROM KIRBY SMITH MACHINERY, INC USING BUYBOARD CONTRACT 685-22 IN AN AMOUNT OF \$508,770.00 FOR COMMISSIONER, PRECINCT 3.

MOTION TO APPROVE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

ADMINISTRATIVE

MINUTE ORDER 419.24 (3.1) APPROVING FOR THE COUNTY JUDGE TO SIGN THE NOTICE OF ELECTION FOR THE GENERAL AND SPECIAL ELECTIONS TO BE HELD ON NOVEMBER 5, 2024; AND APPROVING OF THE ELECTION DAY VOTE CENTERS. – *ELECTIONS ADMINISTRATOR JANA ONYON*

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 420.24 (3.2) APPROVING FOR THE COUNTY JUDGE TO SIGN THE NOTICE OF ELECTION FOR THE ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 10 ELECTION TO BE HELD ON NOVEMBER 5, 2024. – *ELECTIONS ADMINISTRATOR JANA ONYON*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 421.24 (3.3) APPROVING FOR THE COUNTY JUDGE TO SIGN THE NOTICE OF ELECTION FOR THE ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11 ELECTION TO BE HELD ON NOVEMBER 5, 2024. – *ELECTIONS ADMINISTRATOR JANA ONYON*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 422.24 (3.4) APPROVING FOR THE COUNTY JUDGE TO SIGN THE JOINT CONTRACT FOR ELECTION SERVICES BETWEEN THE ELLIS COUNTY ELECTION OFFICER AND PARTICIPATING POLITICAL SUBDIVISIONS BY HOLDING AN ELECTION JOINTLY WITH THE COUNTY ON NOVEMBER 5, 2024 PURSUANT TO THE AUTHORITY IN SECTION 271.002, OF CHAPTER 271, OF THE TEXAS ELECTION CODE. – *ELECTIONS ADMINISTRATOR JANA ONYON*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 423.24 (3.5) APPROVING FOR THE COUNTY JUDGE TO SEND A LETTER OF SUPPORT TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FOR THE ENNIS AVENUE GRADE SEPARATION PROJECT TO APPLY FOR THE 2024 RAILROAD CROSSING ELIMINATION PROGRAM GRANT. – *COUNTY JUDGE TODD LITTLE*

MOTION TO APPROVE BY COUNTY JUDGE LITTLE, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

NO ACTION (3.6) DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING THE ONGOING 90-DAY BURN BAN IN ELLIS COUNTY. – *FIRE MARSHAL TIM BIRDWELL*

NO ACTION (3.4) UPDATE ON THE FISCAL YEAR 2025 BUDGET. – *COUNTY JUDGE TODD LITTLE AND CHIEF OF STAFF RYAN GARRETT*

RECESS TO EXECUTIVE SESSION 2:55 P.M.

MOTION TO RECESS BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

EXECUTIVE SESSION

THE COMMISSIONERS COURT OF ELLIS COUNTY RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED IN THIS AGENDA, IN THE ORDER DEEMED APPROPRIATE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE 551, OR TO SEEK THE ADVICE OF ITS ATTORNEY AND/OR OTHER ATTORNEYS REPRESENTING ELLIS COUNTY ON ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE COMMISSIONERS COURT UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEXAS GOVERNMENT CODE CHAPTER 551 OR AS OTHERWISE MAY BE PERMITTED UNDER 551.

- 4.1 PURSUANT TO GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES) AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDS).

4.2 PURSUANT TO GOVERNMENT CODE §551.074, DELIBERATION ON THE DUTIES OF A PUBLIC EMPLOYEE, SPECIFICALLY ALBERTO MARES AS DIRECTOR OF THE DEPARTMENT OF DEVELOPMENT AND HIS DUTIES UNDER LOCAL GOVERNMENT CODE CHAPTER 232 AND THE LOCAL DEVELOPMENT REGULATIONS VOL. 1-3.

RECONVENED TO REGULAR SESSION 3:55 P.M.

MOTION TO RECONVENE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

ADJOURNMENT 3:55 P.M.

MOTION TO ADJOURN BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON SEPTEMBER 3, 2024 ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

LOUIS PONDER, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 10TH DAY OF SEPTEMBER 2024.

KRYSTAL VALDEZ, COUNTY CLERK

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – SEPTEMBER 10, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, SEPTEMBER 10, 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 TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

PRECINCT 4 COMMISSIONER KYLE BUTLER

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 GRAYSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE: *PRECINCT 2 COMMISSIONER LANE GRAYSON*

CONSENT AGENDA: MINUTE ORDER 424.24

ADMINISTRATIVE:

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR AUGUST 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE JACKIE MILLER, JP, PCT. 2*
- A.3 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR JULY 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE DAN COX, JP, PCT. 3*
- A.4 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR AUGUST 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE DAN COX, JP, PCT. 3*
- A.5 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR AUGUST 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE MIKE MCKENNA, JP, PCT. 4*

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

ADMINISTRATIVE

NO ACTION (3.1) PRESENTATION OF FISCAL YEAR 2025 BUDGET UPDATE. – *COUNTY JUDGE TODD LITTLE AND CHIEF OF STAFF RYAN GARRETT*

PUBLIC HEARING

(2:43 P.M.) MOTION TO OPEN P.1 BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

(P.1) PUBLIC HEARING REGARDING THE PROPOSED FISCAL YEAR 2025 PROPERTY TAX RATE.

PUBLIC PARTICIPATION: KIM STURMAN, RED OAK; AMY RADER, WAXAHACHIE; LISA HEALEY, MIDLOTHIAN; ED HARRISON, OVILLA; GARY HOYER, MIDLOTHIAN; LINDA HOYER, MIDLOTHIAN; RANDY BELLOMY, OVILLA; SYLVIA COULSON, WAXAHACHIE; BYRON GENTRY, WAXAHACHIE

(3:13 P.M.) MOTION TO CLOSE BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 425.24 (3.2) ADOPTING THE ELLIS COUNTY FISCAL YEAR 2025 BUDGET.

MOTION BY COMMISSIONER GRAYSON: "THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$7,256,411.00 (8.79% INCREASE IN TOTAL PROPERTY TAXES COLLECTED), AND OF THAT AMOUNT \$3,621,114.00 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.", SECONDED BY COMMISSIONER STINSON, MOTION CARRIED

ROLL CALL VOTE: COMMISSIONER STINSON – AYE
COMMISSIONER GRAYSON – AYE
JUDGE LITTLE – AYE
COMMISSIONER PONDER – AYE
COMMISSIONER BUTLER – AYE

MINUTE ORDER 426.24 (3.3) RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2025 BUDGET PURSUANT TO LOCAL GOVERNMENT CODE §111.008(c).

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

MINUTE ORDER 427.24 (3.4) APPROVING TO ADOPT THE FY2025 ELLIS COUNTY PROPERTY TAX RATE OF 0.273992 PER \$100, CONSISTING OF 0.245488 (M&O), 0.009869 (I&S), AND 0.018635 (F/M. – COUNTY JUDGE TODD LITTLE

MOTION BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED

ROLL CALL VOTE: COMMISSIONER STINSON – AYE
COMMISSIONER GRAYSON – AYE
JUDGE LITTLE – AYE
COMMISSIONER PONDER – AYE
COMMISSIONER BUTLER – AYE

ADJOURNMENT 4:07 P.M.

MOTION TO ADJOURN BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON SEPTEMBER 10, 2024 ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

LOUIS PONDER, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 17TH DAY OF SEPTEMBER 2024.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

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: 09/09/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Judge Chris Macon

PHONE: (972) 825-5319 FAX: (972) 875-6819

DEPARTMENT OR ASSOCIATION: Justice of the Peace Pct 1

ADDRESS: 207 S. Sonoma Trail, Ennis, Texas 75119

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

Justice of the Peace, Precinct #1 monthly report to satisfy LGC 114.044.

Ellis County

Authorized Spending Report

To Date: 09/09/2024

From Account: 001-0510

To Account:

Run Date: 09/09/2024

User: JGUZMAN

Report by:

| Accounts | YTD Budget | Total Budget | MTD Exp | YTD Exp | YTD PreEnc | YTD Enc | YTD Avail. | YTD % | Total Avail. | Total % |
|--|-------------------|-------------------|------------------|-------------------|-------------|-------------|------------------|---------------|------------------|---------------|
| 001-0510-505010 : SALARY - JUSTICE OF THE PEACE #1 | 83,657.00 | 83,657.00 | 3,217.58 | 77,221.92 | 0.00 | 0.00 | 6,435.08 | 7.69% | 6,435.08 | 7.69% |
| 001-0510-505020 : SALARIES - FULL TIME | 192,899.00 | 192,899.00 | 7,419.27 | 176,899.70 | 0.00 | 0.00 | 15,999.30 | 8.29% | 15,999.30 | 8.29% |
| 001-0510-505050 : LONGEVITY | 2,145.00 | 2,145.00 | 0.00 | 1,970.00 | 0.00 | 0.00 | 175.00 | 8.16% | 175.00 | 8.16% |
| 001-0510-505500 : EMPLOYEE INSURANCE | 68,039.00 | 68,039.00 | 2,985.19 | 65,353.87 | 0.00 | 0.00 | 2,685.13 | 3.95% | 2,685.13 | 3.95% |
| 001-0510-505530 : SOCIAL SECURITY | 21,321.00 | 21,321.00 | 763.89 | 19,316.27 | 0.00 | 0.00 | 2,004.73 | 9.40% | 2,004.73 | 9.40% |
| 001-0510-505540 : RETIREMENT | 31,521.00 | 31,521.00 | 1,203.02 | 30,174.81 | 0.00 | 0.00 | 1,346.19 | 4.27% | 1,346.19 | 4.27% |
| 001-0510-506020 : STAFF TRAVEL | 2,000.00 | 2,000.00 | 0.00 | 481.53 | 0.00 | 0.00 | 1,518.47 | 75.92% | 1,518.47 | 75.92% |
| 001-0510-506480 : AUTO ALLOWANCE | 10,000.00 | 10,000.00 | 0.00 | 9,166.63 | 0.00 | 0.00 | 833.37 | 8.33% | 833.37 | 8.33% |
| 001-0510-507030 : TELEPHONE | 3,000.00 | 3,000.00 | 0.00 | 1,689.75 | 0.00 | 0.00 | 1,310.25 | 43.68% | 1,310.25 | 43.68% |
| 001-0510-508010 : SUPPLIES | 4,250.00 | 4,250.00 | 0.00 | 2,095.46 | 0.00 | 0.00 | 2,154.54 | 50.70% | 2,154.54 | 50.70% |
| 001-0510-508020 : EQUIPMENT | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 100.00% | 2,000.00 | 100.00% |
| 001-0510-508040 : POSTAGE | 150.00 | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 100.00% | 150.00 | 100.00% |
| 001-0510-508050 : CONFERENCE | 4,000.00 | 4,000.00 | 0.00 | 2,889.46 | 0.00 | 0.00 | 1,110.54 | 27.76% | 1,110.54 | 27.76% |
| 001-0510-508060 : OFFICIAL BOND/DUES | 850.00 | 850.00 | 0.00 | 170.00 | 0.00 | 0.00 | 680.00 | 80.00% | 680.00 | 80.00% |
| 001-0510-508190 : COMPUTER EQUIPMENT | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,000.00 | 100.00% | 4,000.00 | 100.00% |
| 001-0510-508350 : TRAINING | 4,000.00 | 4,000.00 | 0.00 | 360.00 | 0.00 | 0.00 | 3,640.00 | 91.00% | 3,640.00 | 91.00% |
| 001-0510-508680 : CONTRACT SERVICES | 5,500.00 | 5,500.00 | 274.24 | 2,888.73 | 0.00 | 0.00 | 2,611.27 | 47.48% | 2,611.27 | 47.48% |
| 001-0510-508740 : DOCKET BOOKS/PRINTING | 1,500.00 | 1,500.00 | 0.00 | 453.71 | 0.00 | 0.00 | 1,046.29 | 69.75% | 1,046.29 | 69.75% |
| 001-0510-508850 : SALES TAX | 50.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 100.00% | 50.00 | 100.00% |
| | 440,882.00 | 440,882.00 | 15,863.19 | 391,131.84 | 0.00 | 0.00 | 49,750.16 | 11.28% | 49,750.16 | 11.28% |

TREASURER'S RECEIPT # _____

I, CHRIS MACON Justice of the Peace Precinct 1, Ellis County, Texas, do hereby certify that the above report, includes all fees and compensations whatever collected by me in my official capacity, in accordance with the law, and that the amount set out above represents the total fees of my office for day 09/03/2024.



JUSTICE OF THE PEACE, PRECINCT 1

by 
CLERK

FEEES COLLECTED

| | |
|-------------------------------------|--------------|
| Credit Cards | \$ 19,307.10 |
| Cash Collected | 10,550.20 |
| Checks, Money Orders | 11,269.80 |
| TOTAL | \$ 41,127.10 |
| Justice of the Peace Clerk initials | JG |
| Treasurer's Office Deputy initials | _____ |

MONTHLY DAILY FINANCIAL REPORT
 JUSTICE OF THE PEACE PCT. 1
 ELLIS
 08/01/2024 to 08/31/2024

SUMMARY PAGE

| FEE | FEE AMOUNT | NON-MONEY | GL# |
|---------------------------------------|--------------------|-------------------|-----------------|
| COUNTY DISPUTE RESOLUTION FEE | 545.00 | 0.00 | 001-0000-201300 |
| 30% LINEBARGER FEE | 2,133.95 | 0.00 | 001-0000-202750 |
| STATE CONSOLIDATED CIVIL FEE | 2,289.00 | 0.00 | 001-0000-270000 |
| Consolidated Court Cost - \$62 | 6,248.62 | 1,240.00 | 001-0000-280100 |
| OMNI-DPS | 520.00 | 0.00 | 001-0000-280120 |
| Indigent Defense Fund | 108.00 | 0.00 | 001-0000-280160 |
| State Traffic Fine - \$50 | 2,512.69 | 350.00 | 001-0000-280200 |
| STF | 180.00 | 0.00 | 001-0000-280220 |
| MOVING VIOLATION STATE FEE | 0.60 | 0.00 | 001-0000-280260 |
| TRUANCY PREVENTION AND DIVERSION FUND | 14.00 | 0.00 | 001-0000-280300 |
| TIME PAY-STATE | 225.00 | 0.00 | 001-0000-280340 |
| AFDPS | 441.27 | 85.00 | 001-0000-280380 |
| SEATBELT 50% | 9.00 | 0.00 | 001-0000-290300 |
| AFSO | 102.66 | 15.00 | 001-0330-406580 |
| OMNI-DTO | 105.18 | 0.00 | 001-0510-200200 |
| DEFERRED FINE | 466.00 | 0.00 | 001-0510-400165 |
| Trans Fine - \$3 | 174.76 | 21.00 | 001-0510-400180 |
| OMNI-COUNTY | 70.13 | 0.00 | 001-0510-400200 |
| FINE | 12,747.40 | 2,507.00 | 001-0510-400410 |
| TIME PAYMENT FEE 2020 | 172.95 | 0.00 | 001-0510-400600 |
| TRANS. FEE | 33.91 | 4.00 | 001-0510-400800 |
| TAF Transaction Fee | 65.00 | 0.00 | 001-0510-400970 |
| DEFENSIVE DRIVING SCHOOL | 20.00 | 0.00 | 001-0510-406660 |
| DISMISSAL FINE 20.00 | 320.00 | 0.00 | 001-0510-409635 |
| JUSTICE COURT SUPPORT FEE | 2,725.00 | 0.00 | 001-0510-471000 |
| AFCO1 | 105.00 | 0.00 | 001-0611-400140 |
| CONSTABLE PCT 1 | 6,870.00 | 0.00 | 001-0611-400150 |
| CONSTABLE PRECINCT 2 | 90.00 | 0.00 | 001-0612-400150 |
| Justice Court Tech - \$4 | 439.14 | 80.00 | 015-0915-400810 |
| Court Jury Fund - \$0.10 | 10.08 | 2.00 | 017-0917-400810 |
| JURY FEE | 22.00 | 0.00 | 017-0917-406080 |
| Courthouse Security Fund - \$4.90 | 529.84 | 98.00 | 033-0933-406210 |
| TPDF \$5 | 503.92 | 100.00 | 061-0961-400810 |
| LANGUAGE ACCESS FEE | 327.00 | 0.00 | 131-0131-407510 |
| | \$41,127.10 | \$4,502.00 | |

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|--------------------------|-------------------------|----------|---------------------------|---------------|--|
| RCPT# 108036 | 08/01/2024 | 11:45am | \$332.00 | GHOUSTON | |
| CASE # 24T1083A | NAME: GRAYSON, LORI ANN | | TICKET # 63491 | BALANCE: 0.00 | |
| Cash | - | \$332.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 198.00 | | 0.00 | |

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|---------------------------|---|----------|---------------------------|------------|--|
| RCPT# 108037 | 08/01/2024 | 12:26pm | \$324.00 | LHERNANDEZ | |
| CASE # LT240235A | NAME: BEAM REAL ESTATE LLC, vs. SANCHEZ, ANGELICA | | | | |
| Cash | - | \$324.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | | 90.00 | CONSTABLE PCT 1 | 90.00 | |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 | |

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|---------------------------|---|----------|---------------------------|----------|--|
| RCPT# 108038 | 08/01/2024 | 02:08pm | \$144.00 | GHOUSTON | |
| CASE # LT240236A | NAME: CAMILLO ML 2022 DD-SFR LLC, vs. DIXON, TERESA ANN | | | | |
| Check | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 | |

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|---------------------------|---|----------|---------------------------|----------|--|
| RCPT# 108039 | 08/01/2024 | 02:19pm | \$144.00 | GHOUSTON | |
| CASE # LT240237A | NAME: CAMILLO ML 2022 DD-SFR LLC, vs. MOREHEAD, AMINA MON | | | | |
| Check | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 | |

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|--------------------------|---------------------|----------|---------------------------|---------------|--|
| RCPT# 108040 | 08/01/2024 | 02:20pm | \$300.00 | LHERNANDEZ | |
| CASE # 24T0664A | NAME: YEAGER, JESSE | | TICKET # 60556 | BALANCE: 0.00 | |
| Money Order | - | \$300.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| DEFERRED FINE | | 166.00 | | 0.00 | |

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|---------------------------|---|----------|---------------------------|----------|--|
| RCPT# 108041 | 08/01/2024 | 02:30pm | \$144.00 | GHOUSTON | |
| CASE # LT240238A | NAME: CAMILLO OZ SFR 2019 LLC, vs. JONES, MARCEL TYRELL | | | | |
| Check | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 | |

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|---------------------------|--|---------|---------------------------|----------|--|
| RCPT# 108042 | 08/01/2024 | 02:49pm | \$54.00 | GHOUSTON | |
| CASE # DC240437A | NAME: CITIBANK, N.A., vs. PAULY, LINDA O | | | | |
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |

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|------------------|---------------------------------------|---------|----------|----------|--|
| RCPT# 108043 | 08/01/2024 | 02:54pm | \$54.00 | GHOUSTON | |
| CASE # DC240438A | NAME: CITIBANK, N.A., vs. WITT, KELLY | | | | |
| Check | - | \$54.00 | MONETARY | | |

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|---------------------------|-------|---------------------------|-------|
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|--|---------|---------|----------|
| RCPT# 108044 | 08/01/2024 | 03:00pm | \$54.00 | GHOUSTON |
| CASE # DC240439A | NAME: LVNV FUNDING LLC, vs. HILL,DUSTY S | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |

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|------------------|--|---------|---------|----------|
| RCPT# 108045 | 08/01/2024 | 03:09pm | \$54.00 | GHOUSTON |
| CASE # DC240440A | NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. ODELL,ELIZABET | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |

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|------------------|---|---------|---------|----------|
| RCPT# 108046 | 08/01/2024 | 03:15pm | \$54.00 | GHOUSTON |
| CASE # DC240441A | NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. MCINTYRE,JEFF | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |

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|------------------|--|---------|---------|----------|
| RCPT# 108047 | 08/01/2024 | 03:23pm | \$54.00 | GHOUSTON |
| CASE # DC240442A | NAME: VELOCITY INVESTMENTS, LLC, vs. SMITH,TIMOTHY | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |

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|------------------|---|---------|---------|----------|
| RCPT# 108048 | 08/01/2024 | 03:29pm | \$54.00 | GHOUSTON |
| CASE # DC240443A | NAME: VELOCITY INVESTMENTS, LLC, vs. STOVALL,KRISTOPHER | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |

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|------------------|--|---------|----------|----------|
| RCPT# 108049 | 08/02/2024 | 10:15am | \$234.00 | GHOUSTON |
| CASE # LT240239A | NAME: SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES, vs | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$234.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | 90.00 | CONSTABLE PCT 1 | 90.00 | |

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|------------------|--|---------|----------|----------|
| RCPT# 108050 | 08/02/2024 | 10:25am | \$144.00 | GHOUSTON |
| CASE # LT240240A | NAME: SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES, vs | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | 90.00 | | 0.00 | |

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|------------------|---|---------|----------|----------|
| RCPT# 108051 | 08/02/2024 | 10:34am | \$234.00 | GHOUSTON |
| CASE # LT240241A | NAME: TAH MS BORROWER LLC, vs. DOE,JOHN | | | |

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|---------------------------|-------|---------------------------|----------|--|
| Check | - | \$234.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | 90.00 | CONSTABLE PCT 1 | 90.00 | |

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|--------------|------------|---------|---------|----------|
| RCPT# 108052 | 08/02/2024 | 12:24pm | \$54.00 | GHOUSTON |
|--------------|------------|---------|---------|----------|

CASE # DC240444A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. DAVIS, MICHAEL

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108053 08/02/2024 12:31pm \$54.00 GHOUSTON

CASE # DC240445A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. AGUIRRE, JESUS

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108054 08/02/2024 12:39pm \$54.00 GHOUSTON

CASE # DC240446A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. HERNANDES, ROSA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108055 08/02/2024 12:54pm \$54.00 GHOUSTON

CASE # DC240447A NAME: VELOCITY INVESTMENTS LLC ASSIGNEE OF CROSS RIVER B

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108056 08/02/2024 01:45pm \$144.00 GHOUSTON

CASE # LT240242A NAME: KITCHENS, MATTHEW FRANKLIN vs. BOTELLO, ERIKA

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108057 08/02/2024 01:56pm \$54.00 GHOUSTON

CASE # DC240448A NAME: UHG I LLC, vs. ASBILL, LARRY

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108058 08/05/2024 08:38am \$144.00 JGUZMAN

CASE # LT240243A NAME: CLASEN, SHAWN vs. PRATT, MURLIN

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108059 08/05/2024 09:15am \$213.00 LHERNANDEZ

CASE # 24T1144A NAME: RAMOS, ALFONZO TICKET # TXC241799290 BALANCE: 0.00

Credit Card - \$213.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 79.00 0.00

RCPT# 108060 08/05/2024 09:17am \$229.00 LHERNANDEZ

CASE # 24T1210A NAME: JEFFRIES, TORI NICOLE TICKET # TXC241814920 BALANCE: 0.00

Credit Card - \$229.00 MONETARY

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|--------------------------|--------|---------------------------|-------|
| AFDPS | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | 148.00 | | 0.00 |

RCPT# 108061 08/05/2024 09:37am \$250.00 LHERNANDEZ
CASE # 24T0440A NAME: QUIRINO, JORGE DANIEL TICKET # TXC241620737 BALANCE: 0.00

| | | | | |
|---------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$250.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 116.00 | | 0.00 |

RCPT# 108062 08/05/2024 09:45am \$182.00 LHERNANDEZ
CASE # 24T1108A NAME: JURNEY, BRIANNA MARIE TICKET # TXC241764356 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 101.00 | | 0.00 |

RCPT# 108063 08/05/2024 09:48am \$182.00 LHERNANDEZ
CASE # 24T0988A NAME: GERARDO ARTURO, MEZA TICKET # TXC241735243 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 101.00 | | 0.00 |

RCPT# 108064 08/05/2024 09:53am \$184.00 LHERNANDEZ
CASE # 24T0676A NAME: SALINAS, JONATHAN CRISTIAN TICKET # TXC241631241 BALANCE: 0.00

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|---------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$184.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 50.00 | | 0.00 |

RCPT# 108065 08/05/2024 11:21am \$54.00 GHOUSTON
CASE # DC240449A NAME: VELOCITY INVESTMENTS, LLC, vs. SINGLETON, BRIAN

| | | | | |
|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

RCPT# 108066 08/05/2024 01:08pm \$234.00 GHOUSTON
CASE # SC240035A NAME: CALDWELL, RONNY vs. JUNKIN, ROBERT EDWARD

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$234.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | CONSTABLE PCT 1 | 90.00 |

RCPT# 108067 08/05/2024 01:20pm \$54.00 GHOUSTON
CASE # DC240450A NAME: BANK OF AMERICA, N.A., vs. DIAZ, JENNIFER A

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|--------------------|---|----------|-------------------|----------|------|
| RCPT# 108068 | 08/05/2024 | 04:22pm | \$180.00 | GHOUSTON | |
| CASE # LT240194A | NAME: SEGAPEO 2 LLC, vs. ALJANABI, MUSHTAQ RAYSAN | | | | |
| Check | - | \$180.00 | MONETARY | | |
| WRIT CONST. PCT. 1 | | 175.00 | Transaction Admin | | 5.00 |

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|---------------------------|--|----------|---------------------------|---------|---------------|
| RCPT# 108069 | 08/06/2024 | 08:19am | \$159.00 | JGUZMAN | |
| CASE # 24T1227A | NAME: ORTEGA BARRERA, HUMBERTO J TICKET # TX6X679DSU75 | | | | BALANCE: 0.00 |
| Dismissal | - | \$159.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |

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|----------------------|--|---------|----------|---------|---------------|
| RCPT# 108070 | 08/06/2024 | 08:20am | \$20.00 | JGUZMAN | |
| CASE # 24T1227A | NAME: ORTEGA BARRERA, HUMBERTO J TICKET # TX6X679DSU75 | | | | BALANCE: 0.00 |
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | | 0.00 |

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|---------------------------|---|----------|---------------------------|----------|-------|
| RCPT# 108071 | 08/06/2024 | 09:03am | \$144.00 | GHOUSTON | |
| CASE # DC240451A | NAME: CENTEX CITIZENS CREDIT UNION, vs. ORNELAS, PRISCILL | | | | |
| Check | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | | 0.00 |

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|---------------------------|--|----------|---------------------------|------------|---------------|
| RCPT# 108072 | 08/06/2024 | 09:03am | \$159.00 | LHERNANDEZ | |
| CASE # 24T1127A | NAME: GARCIA, BATISTA YULIOR TICKET # TX6WZ99DSU60 | | | | BALANCE: 0.00 |
| Credit Card | - | \$159.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |

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|---------------------------|---|----------|-----------------------|------------|---------------|
| RCPT# 108073 | 08/06/2024 | 09:04am | \$798.60 | LHERNANDEZ | |
| CASE # 19T2974A | NAME: MANUEL, JARVIS DWAYNE TICKET # TX5DEF0URL4G | | | | BALANCE: 0.00 |
| Credit Card | - | \$798.60 | MONETARY | | |
| AFDPS | | 5.00 | T.F.C | | 3.00 |
| C.H.S. | | 4.00 | TRANS. FEE | | 2.00 |
| JPTECH | | 4.00 | STF | | 30.00 |
| CCC Prior 2019 \$40 | | 40.00 | JSF | | 6.00 |
| JURY REIMB FEE | | 4.00 | Indigent Defense Fund | | 2.00 |
| MOVING VIOLATION STATE FE | | 0.10 | TPDF Prior to 2019 | | 2.00 |
| FINE | | 469.90 | 30% LINEBARGER FEE | | 171.60 |
| TIME PAY-STATE | | 25.00 | OMNI-DPS | | 20.00 |
| OMNI-DTO | | 6.00 | OMNI-COUNTY | | 4.00 |

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|---------------------------|--|---------|---------------------------|----------|-------|
| RCPT# 108074 | 08/06/2024 | 09:09am | \$54.00 | GHOUSTON | |
| CASE # DC240452A | NAME: CENTEX CITIZENS CREDIT UNION, vs. BAILEY, INETTA M | | | | |
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

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|-----------------|--|---------|----------|------------|---------------|
| RCPT# 108075 | 08/06/2024 | 09:20am | \$159.00 | LHERNANDEZ | |
| CASE # 24T1182A | NAME: BECERRIL APOLINAR, ALBERTO TICKET # TXC241798976 | | | | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|-------|
| Dismissal | - | \$159.00 | NON-MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 25.00 | | 0.00 |

RCPT# 108076 08/06/2024 09:20am \$20.00 LHERNANDEZ
CASE # 24T1182A NAME: BECERRIL APOLINAR,ALBERTO TICKET # TXC241798976 BALANCE: 0.00

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|----------------------|---|---------|----------|------|
| Cash | - | \$20.00 | MONETARY | |
| DISMISSAL FINE 20.00 | | 20.00 | | 0.00 |

RCPT# 108077 08/06/2024 09:21am \$152.00 LHERNANDEZ
CASE # 24T1183A NAME: BECERRIL APOLINAR,ALBERTO TICKET # TXC241798976 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$152.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 9.00 | SEATBELT 50% | 9.00 |

RCPT# 108078 08/06/2024 09:26am \$144.00 GHOUSTON
CASE # DC240453A NAME: CENTEX CITIZENS CREDIT UNION, vs. CASMER, PAULA

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|---------------------------|---|----------|---------------------------|-------|
| Check | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

RCPT# 108079 08/06/2024 09:59am \$213.00 LHERNANDEZ
CASE # 24T0332A NAME: SHARRAB,HOSAM DEEN TICKET # TXC241522907 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Money Order | - | \$213.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| DEFERRED FINE | | 79.00 | | 0.00 |

RCPT# 108080 08/06/2024 12:38pm \$144.00 GHOUSTON
CASE # LT240244A NAME: E G APARTMENTS LLC, vs. HOWELL,RASHAWN RAY

| | | | | |
|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

RCPT# 108081 08/06/2024 12:43pm \$180.00 GHOUSTON
CASE # LT240211A NAME: YARBROUGH,STEVEN vs. RHODES,SHANTEL

| | | | | |
|--------------------|---|----------|-------------------|------|
| Cash | - | \$180.00 | MONETARY | |
| WRIT CONST. PCT. 1 | | 175.00 | Transaction Admin | 5.00 |

RCPT# 108082 08/06/2024 12:44pm \$144.00 LHERNANDEZ
CASE # LT240245A NAME: ALVAREZ-AVILA,DIANA vs. CALDERILLA,ASHLEY ALLRED

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

RCPT# 108083 08/06/2024 02:10pm \$229.00 GHOUSTON

CASE # 24T0903A NAME: LEE,MELISSA MARIE TICKET # TXC241625306 BALANCE: 0.00

Dismissal - \$229.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108084 08/06/2024 02:11pm \$20.00 GHOUSTON
CASE # 24T0903A NAME: LEE,MELISSA MARIE TICKET # TXC241625306 BALANCE: 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00 0.00

RCPT# 108085 08/06/2024 04:25pm \$144.00 GHOUSTON
CASE # SC240037A NAME: IRONHAUS DOORS, LLC, vs. ENNIS DOOR & TRIM (JEREMY

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108086 08/06/2024 04:24pm \$54.00 LHERNANDEZ
CASE # SC240036A NAME: SANCHEZ,ARMANDO vs. PIPEDOCTOR247,LLC,

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108087 08/07/2024 09:16am \$817.70 LHERNANDEZ
CASE # 20T5150A NAME: SMITH,JUSTUS JAMAL TICKET # 042429 BALANCE: 0.00

Credit Card - \$817.70 MONETARY
AFSO 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 470.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINERARGER FEE 188.70 0.00

RCPT# 108088 08/07/2024 09:18am \$369.00 LHERNANDEZ
CASE # 24T1145A NAME: JORDAN,ALEXANDRIA DANIELL TICKET # TXC241809127 BALANCE: 0.00

Credit Card - \$369.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 288.00 0.00

RCPT# 108089 08/07/2024 09:22am \$204.00 LHERNANDEZ
CASE # 24T0876A NAME: NINO,RICARDO JOSE TICKET # TX6VZ89DSU5J BALANCE: 0.00

Credit Card - \$204.00 MONETARY
AFSO 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 123.00 0.00

RCPT# 108090 08/07/2024 09:24am \$182.00 LHERNANDEZ
CASE # 24T0888A NAME: VASQUEZ,MARICELA TICKET # 63908 BALANCE: 0.00

Credit Card - \$182.00 MONETARY
AFSO 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00

Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108091 08/07/2024 09:29am \$281.00 LHERNANDEZ
CASE # 24T0727A NAME: CLARK, JOSEPH KOHFI TICKET # TXC241680000 BALANCE: 0.00

Credit Card - \$281.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 200.00 0.00

RCPT# 108092 08/07/2024 09:44am \$282.00 LHERNANDEZ
CASE # 24T1079A NAME: PENA, VICTOR MANUEL TICKET # 63497 BALANCE: 0.00

Cash - \$282.00 MONETARY
AFSO 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108093 08/07/2024 01:34pm \$54.00 GHOUSTON
CASE # DC240454A NAME: TD BANK USA, N.A., vs. STONE, HEATHER

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108094 08/07/2024 03:11pm \$502.20 LHERNANDEZ
CASE # 23T0007A NAME: ORTIZ, DEVON TICKET # 53506 BALANCE: 0.00

Cash - \$502.20 MONETARY
AFSO 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 288.00 TIME PAYMENT FEE 2020 15.00
30% LINEBARGER FEE 118.20 0.00

RCPT# 108095 08/07/2024 04:11pm \$144.00 GHOUSTON
CASE # LT240246A NAME: BROWN & SIMMONS PROPERTIES LLC, vs. DURAN, BRITTANY

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108096 08/07/2024 04:35pm \$234.00 GHOUSTON
CASE # LT240247A NAME: YATES, FREDDY vs. BAZE, REBECCA

Check - \$234.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00

RCPT# 108097 08/08/2024 09:18am \$180.00 GHOUSTON
CASE # LT240210A NAME: GRACE TOWNHOMES, vs. JONES, LAQUETTA

Money Order - \$180.00 MONETARY
WRIT CONST. PCT. 1 175.00 Transaction Admin 5.00

RCPT# 108098 08/08/2024 12:36pm \$234.00 GHOUSTON
CASE # LT240248A NAME: PASTOR, MARIBEL vs. SALAZAR, RAYMONDO

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$234.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | CONSTABLE PCT 1 | 90.00 |

RCPT# 108099 08/09/2024 08:57am \$307.00 LHERNANDEZ
CASE # 24T0489A NAME: VILLANUEVA, JOEL TICKET # TXC241593173 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$307.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 173.00 | | 0.00 |

RCPT# 108100 08/09/2024 11:50am \$144.00 GHOUSTON
CASE # LT240249A NAME: 1ST PREMIER REAL ESTATE, vs. REED, DAWN

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

RCPT# 108101 08/12/2024 09:10am \$54.00 GHOUSTON
CASE # DC240455A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. BALLARD, CHRIS

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

RCPT# 108102 08/12/2024 09:12am \$370.00 LHERNANDEZ
CASE # 24T0916A NAME: YILDIRIM, JANBEK TICKET # TXC241702555 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$370.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 289.00 | | 0.00 |

RCPT# 108103 08/12/2024 09:16am \$54.00 GHOUSTON
CASE # DC240456A NAME: ACCELERATED INVENTORY MANAGEMENT, LLC, vs. TREJO, C

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

RCPT# 108104 08/12/2024 09:16am \$67.00 LHERNANDEZ
CASE # 24T0819A NAME: LARA, CARLOS DANIEL TICKET # TXC241729480 BALANCE: 0.00

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|-------------|---|---------|------------|------|
| Credit Card | - | \$67.00 | MONETARY | |
| FINE | | 65.00 | TRANS. FEE | 2.00 |

RCPT# 108105 08/12/2024 09:18am \$182.00 LHERNANDEZ
CASE # 24T0400A NAME: SOTO, NOEL TICKET # TXC241620404 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 48.00 | | 0.00 |

RCPT# 108106 08/12/2024 02:19pm \$54.00 GHOUSTON
CASE # DC240457A NAME: CENTEX CITIZENS CREDIT UNION, vs. PHILLIPS, TONIE E

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|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

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| RCPT# 108107 | 08/12/2024 | 02:42pm | \$150.00 | LHERNANDEZ | |
| CASE # 24T0626A | NAME: ZAVARCE DIAZ, BETSY A | | | TICKET # TXC241631225 | BALANCE: 0.00 |

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|-----------|---|----------|--------------|--|------|
| Dismissal | - | \$150.00 | NON-MONETARY | | |
| FINE | | 148.00 | TRANS. FEE | | 2.00 |

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| RCPT# 108108 | 08/12/2024 | 03:19pm | \$54.00 | GHOUSTON | |
| CASE # SC240038A | NAME: SELPH, VOHNNY BRENTTON MICHAEL vs. GONZALEZ, JUAN | | | | |

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|---------------------------|---|---------|---------------------------|--|-------|
| Cash | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

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|-----------------|--------------------------|---------|----------|-----------------------|-----------------|
| RCPT# 108109 | 08/12/2024 | 04:01pm | \$100.00 | LHERNANDEZ | |
| CASE # 24T1201A | NAME: SANCHEZ, MARTIN JR | | | TICKET # TXC241803668 | BALANCE: 368.00 |

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|--------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$100.00 | MONETARY | | |
| AFDPS | | 3.73 | State Traffic Fine - \$50 | | 37.31 |
| Consolidated Court Cost | - | 46.27 | Trans Fine - \$3 | | 2.24 |
| Courthouse Security Fund | | 3.66 | TPDF 2019 \$5 | | 3.73 |
| Justice Court Tech - \$4 | | 2.99 | Court Jury Fund - \$0.10 | | 0.07 |

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|-----------------|--------------------|---------|----------|-----------------------|---------------|
| RCPT# 108110 | 08/13/2024 | 08:57am | \$150.00 | GHOUSTON | |
| CASE # 24T0788A | NAME: MANNIL, BYJU | | | TICKET # TXC241680021 | BALANCE: 0.00 |

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|-----------|---|----------|--------------|--|------|
| Dismissal | - | \$150.00 | NON-MONETARY | | |
| FINE | | 148.00 | TRANS. FEE | | 2.00 |

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|-----------------|--------------------------|---------|----------|-----------------------|---------------|
| RCPT# 108111 | 08/13/2024 | 09:00am | \$159.00 | LHERNANDEZ | |
| CASE # 24T1128A | NAME: WILLIAMS, DAYTON A | | | TICKET # TX6WS89DSU6K | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$159.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |

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|-----------------|----------------------------------|---------|----------|-----------------------|---------------|
| RCPT# 108112 | 08/13/2024 | 09:13am | \$182.00 | LHERNANDEZ | |
| CASE # 24T1186A | NAME: HERNANDEZ GONZALEZ, RODRIG | | | TICKET # TXC241846483 | BALANCE: 0.00 |

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$182.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 101.00 | | | 0.00 |

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|-----------------|----------------------------------|---------|----------|-----------------------|---------------|
| RCPT# 108113 | 08/13/2024 | 09:14am | \$159.00 | LHERNANDEZ | |
| CASE # 24T1187A | NAME: HERNANDEZ GONZALEZ, RODRIG | | | TICKET # TXC241846483 | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$159.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |

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|-----------------|--------------------------|---------|----------|-----------------------|---------------|
| RCPT# 108114 | 08/13/2024 | 09:18am | \$182.00 | LHERNANDEZ | |
| CASE # 24T1120A | NAME: ORTIZ, TRIPP JAMES | | | TICKET # TXC241814918 | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|-------|--|
| Credit Card | - | \$182.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 101.00 | | 0.00 | |

RCPT# 108115 08/13/2024 09:19am \$199.00 LHERNANDEZ
CASE # 24T1121A NAME: ORTIZ, TRIPP JAMES TICKET # TXC241814918 BALANCE: 0.00

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|---------------------------|---|----------|---------------------------|-------|--|
| Credit Card | - | \$199.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 65.00 | | 0.00 | |

RCPT# 108116 08/13/2024 09:22am \$182.00 JGUZMAN
CASE # 24J0011A NAME: STEVENS, BRAEDYN STUART TICKET # TXC241764357 BALANCE: 0.00

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|---------------------------|---|----------|---------------------------|-------|--|
| Dismissal | - | \$182.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 48.00 | | 0.00 | |

RCPT# 108117 08/13/2024 10:12am \$369.00 JGUZMAN
CASE # 24T0672A NAME: COLMENARES GUERRERO, GABRI TICKET # TXC241631232 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|--|
| Dismissal | - | \$369.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 288.00 | | 0.00 | |

RCPT# 108118 08/13/2024 10:21am \$204.00 JGUZMAN
CASE # 24T0857A NAME: RIVERS, VERNARD E TICKET # TX6VS69DSU5E BALANCE: 0.00

| | | | | | |
|---------------------------|---|----------|---------------------------|-------|--|
| Dismissal | - | \$204.00 | NON-MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 70.00 | | 0.00 | |

RCPT# 108119 08/13/2024 10:22am \$204.00 JGUZMAN
CASE # 24T0858A NAME: RIVERS, VERNARD E TICKET # TX6VS69DSU5E BALANCE: 0.00

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|---------------------------|---|----------|---------------------------|-------|--|
| Dismissal | - | \$204.00 | NON-MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 70.00 | | 0.00 | |

RCPT# 108120 08/13/2024 01:07pm \$144.00 LHERNANDEZ
CASE # LT240250A NAME: HERSCHMANN JR, ROBERT vs. GARCIA, CRYSTAL

| | | | | | |
|---------------------------|---|----------|---------------------------|-------|--|
| Cash | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 | |

RCPT# 108121 08/13/2024 01:25pm \$54.00 GHOUSTON

CASE # DC240458A NAME: LVNV FUNDING LLC, vs. CUELLAR, EVAN

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108122 08/13/2024 01:32pm \$54.00 GHOUSTON

CASE # DC240459A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. BOTELLO, MA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108123 08/13/2024 01:39pm \$54.00 GHOUSTON

CASE # DC240460A NAME: LVNV FUNDING LLC, vs. JONES, LISA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108124 08/13/2024 01:48pm \$54.00 GHOUSTON

CASE # DC240461A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. TAPP, SCOTT

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108125 08/13/2024 01:56pm \$54.00 GHOUSTON

CASE # DC240462A NAME: LVNV FUNDING LLC, vs. MATTIS, AMANDA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108126 08/13/2024 02:02pm \$54.00 GHOUSTON

CASE # DC240463A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. DANIELS, TA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108127 08/13/2024 02:08pm \$54.00 GHOUSTON

CASE # DC240464A NAME: SYNCHRONY BANK, vs. BARRICK, COLETTA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108128 08/13/2024 02:15pm \$54.00 GHOUSTON

CASE # DC240465A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. CAMPOS, CRI

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108129 08/13/2024 03:08pm \$144.00 GHOUSTON

CASE # SC240039A NAME: MCNAMEE, SIERRA NICOLE vs. EDWARDS, ETHAN GAGE

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108130 08/14/2024 08:52am \$282.00 LHERNANDEZ
CASE # 24T1181A NAME: MELENDIZ GONZALEZ, YOSLAY TICKET # TXC241781844 BALANCE: 0.00

Credit Card - \$282.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108131 08/14/2024 11:19am \$144.00 LHERNANDEZ
CASE # LT240251A NAME: FAN, MINGYING vs. LANE, SHADEA

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108132 08/14/2024 12:04pm \$144.00 GHOUSTON
CASE # SC240040A NAME: TOWER LOAN, vs. SALMON, MONEY

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PRECINCT 2 90.00 0.00

RCPT# 108133 08/15/2024 09:11am \$464.10 LHERNANDEZ
CASE # 20T5752A NAME: TOMPKINS, DUSTIN MICHAEL W TICKET # TX5TL40CBFAT BALANCE: 0.00

Credit Card - \$464.10 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 198.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 107.10 0.00

RCPT# 108134 08/15/2024 09:13am \$256.10 LHERNANDEZ
CASE # 20T5753A NAME: TOMPKINS, DUSTIN MICHAEL W TICKET # TX5TL40CBFAT BALANCE: 0.00

Credit Card - \$256.10 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 91.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 59.10 0.00

RCPT# 108135 08/15/2024 09:15am \$200.20 LHERNANDEZ
CASE # 20T5754A NAME: TOMPKINS, DUSTIN MICHAEL W TICKET # TX5TL40CBFAT BALANCE: 0.00

Credit Card - \$200.20 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 48.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 46.20 0.00

RCPT# 108136 08/15/2024 09:16am \$159.00 LHERNANDEZ
CASE # 24T1228A NAME: ORTIZ, ERIK TICKET # TX6XJ99DSU7N BALANCE: 0.00

Credit Card - \$159.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00

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|--------------------------|-------|--------------------------|------|
| Courthouse Security Fund | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | 25.00 | | 0.00 |

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|-----------------|----------------------------|---------|-----------------------|---------------|--|
| RCPT# 108137 | 08/15/2024 | 09:18am | \$815.10 | LHERNANDEZ | |
| CASE # 17T0027A | NAME: SLOAN, MARCUS GERARD | | TICKET # TX50MD0SNN9K | BALANCE: 0.00 | |

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|---------------------------|---|----------|-----------------------|--------|
| Credit Card | - | \$815.10 | MONETARY | |
| AFDPS | | 5.00 | T.F.C | 3.00 |
| C.H.S. | | 4.00 | TRANS. FEE | 2.00 |
| JPTECH | | 4.00 | STF | 30.00 |
| CCC Prior 2019 \$40 | | 40.00 | JSF | 6.00 |
| JURY REIMB FEE | | 4.00 | Indigent Defense Fund | 2.00 |
| MOVING VIOLATION STATE FE | | 0.10 | TPDF Prior to 2019 | 2.00 |
| FINE | | 469.90 | OMNI-DPS | 20.00 |
| OMNI-DTO | | 6.00 | OMNI-COUNTY | 4.00 |
| TIME PAY-STATE | | 25.00 | 30% LINEBARGER FEE | 188.10 |

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|-----------------|----------------------------|---------|-----------------------|---------------|--|
| RCPT# 108138 | 08/15/2024 | 09:20am | \$396.50 | LHERNANDEZ | |
| CASE # 17T0028A | NAME: SLOAN, MARCUS GERARD | | TICKET # TX50MD0SNN9K | BALANCE: 0.00 | |

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|---------------------------|---|----------|-----------------------|-------|
| Credit Card | - | \$396.50 | MONETARY | |
| AFDPS | | 5.00 | T.F.C | 3.00 |
| C.H.S. | | 4.00 | TRANS. FEE | 2.00 |
| JPTECH | | 4.00 | STF | 30.00 |
| CCC Prior 2019 \$40 | | 40.00 | JSF | 6.00 |
| JURY REIMB FEE | | 4.00 | Indigent Defense Fund | 2.00 |
| MOVING VIOLATION STATE FE | | 0.10 | TPDF Prior to 2019 | 2.00 |
| FINE | | 147.90 | OMNI-DPS | 20.00 |
| OMNI-DTO | | 6.00 | OMNI-COUNTY | 4.00 |
| TIME PAY-STATE | | 25.00 | 30% LINEBARGER FEE | 91.50 |

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|-----------------|-----------------------------|---------|-----------------------|---------------|--|
| RCPT# 108139 | 08/15/2024 | 09:25am | \$307.00 | LHERNANDEZ | |
| CASE # 24T0941A | NAME: MCCONNEL, GARY DONALD | | TICKET # TXC241702568 | BALANCE: 0.00 | |

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$307.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| DEFERRED FINE | | 173.00 | | 0.00 |

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|------------------|---|---------|----------|----------|--|
| RCPT# 108140 | 08/15/2024 | 11:53am | \$144.00 | GHOUSTON | |
| CASE # LT240252A | NAME: SPYGLASS OF ENNIS APARTMENTS, vs. HAMBRIC, JAHNEIAH | | | | |

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

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|-----------------|-----------------------------|---------|----------------|-----------------|--|
| RCPT# 108141 | 08/15/2024 | 12:18pm | \$122.00 | GHOUSTON | |
| CASE # 24T0246A | NAME: WALKER, DEWEY DOUGLAS | | TICKET # 57618 | BALANCE: 294.20 | |

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|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$122.00 | MONETARY | |
| AFSO | | 2.72 | Consolidated Court Cost - | 33.74 |
| Courthouse Security Fund | | 2.67 | TPDF 2019 \$5 | 2.72 |
| Justice Court Tech - \$4 | | 2.18 | Court Jury Fund - \$0.10 | 0.05 |
| TIME PAYMENT FEE 2020 | | 8.16 | OMNI CO 2020 | 2.18 |
| OMNI DTO 2020 | | 3.26 | 30% LINEBARGER FEE | 64.32 |

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|-----------------|----------------------|---------|-----------------------|---------------|--|
| RCPT# 108142 | 08/15/2024 | 01:37pm | \$129.00 | LHERNANDEZ | |
| CASE # 24T0952A | NAME: GAITAN, DANIEL | | TICKET # TXC241751766 | BALANCE: 0.00 | |

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|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$129.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |

Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 48.00 0.00

RCPT# 108143 08/15/2024 04:10pm \$5.00 LHERNANDEZ
CASE # SC230067A NAME: DAVIS,KEVIN vs. BARRERAS,STEVEN

Cash - \$5.00 MONETARY
ABJUD 5.00 0.00

RCPT# 108144 08/16/2024 09:31am \$182.00 GHOUSTON
CASE # 24T1322A NAME: ALVARADO CERDA,YOLANDA TICKET # S004155 BALANCE: 0.00

Money Order - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108145 08/16/2024 09:40am \$229.00 LHERNANDEZ
CASE # 24T1274A NAME: KARIM,RAWAD TICKET # TXC241799298 BALANCE: 0.00

Dismissal - \$229.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108146 08/16/2024 09:41am \$20.00 LHERNANDEZ
CASE # 24T1274A NAME: KARIM,RAWAD TICKET # TXC241799298 BALANCE: 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00 0.00

RCPT# 108147 08/16/2024 09:52am \$159.00 LHERNANDEZ
CASE # 24T0144A NAME: MARISCAL ALCALA,TEODULO TICKET # TXC241515007 BALANCE: 0.00

Credit Card - \$159.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 25.00 0.00

RCPT# 108148 08/16/2024 09:54am \$229.00 LHERNANDEZ
CASE # 24T1237A NAME: COOPER,DESTINY RAVON DESH TICKET # TXC241868274 BALANCE: 0.00

Credit Card - \$229.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108149 08/16/2024 09:55am \$369.00 LHERNANDEZ
CASE # 24T1238A NAME: COOPER,DESTINY RAVON DESH TICKET # TXC241868274 BALANCE: 0.00

Credit Card - \$369.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 288.00 0.00

RCPT# 108150 08/16/2024 09:57am \$232.00 LHERNANDEZ
CASE # 24T1300A NAME: KOTTUKAPPALLIL JOSEPH, JOS TICKET # TXC241830059 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$232.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 98.00 | | | 0.00 |

RCPT# 108151 08/16/2024 10:00am \$159.00 LHERNANDEZ
CASE # 24T1231A NAME: AVINA CHIHUAHUA,JOSE LUIS TICKET # TX6XJ89DSU7L BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$159.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |

RCPT# 108152 08/16/2024 10:02am \$182.00 LHERNANDEZ
CASE # 24T1282A NAME: RAMIREZ IBARRA,MANUEL GUA TICKET # TXC241799303 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$182.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 101.00 | | | 0.00 |

RCPT# 108153 08/16/2024 10:03am \$229.00 LHERNANDEZ
CASE # 24T1283A NAME: RAMIREZ IBARRA,MANUEL GUA TICKET # TXC241799303 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$229.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 148.00 | | | 0.00 |

RCPT# 108154 08/16/2024 11:25am \$22.00 LHERNANDEZ
CASE # LT240243A NAME: CLASEN,SHAWN vs. PRATT,MURLIN

| | | | | | |
|----------|---|---------|----------|--|------|
| Cash | - | \$22.00 | MONETARY | | |
| JURY FEE | | 22.00 | | | 0.00 |

RCPT# 108155 08/16/2024 12:23pm \$54.00 GHOUSTON
CASE # DC240466A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. SPENCE,GIN

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108156 08/16/2024 12:34pm \$54.00 GHOUSTON
CASE # DC240467A NAME: LVNV FUNDING, LLC, vs. CAMPOS,ANA

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|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108157 08/16/2024 12:53pm \$54.00 GHOUSTON
CASE # DC240468A NAME: RESURGENT RECEIVABLES LLC, vs. NORTON,BRYAN

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|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108158 08/16/2024 01:02pm \$234.00 GHOUSTON
CASE # LT240253A NAME: SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES, vs

| | | | | | |
|---------------------------|---|----------|---------------------------|--|-------|
| Check | - | \$234.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | CONSTABLE PCT 1 | | 90.00 |

RCPT# 108159 08/16/2024 01:16pm \$54.00 GHOUSTON
CASE # DC240469A NAME: LVNV FUNDING, LLC, vs. SANTAOLAYA, SAMUEL

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108160 08/16/2024 01:24pm \$54.00 GHOUSTON
CASE # DC240470A NAME: LVNV FUNDING, LLC, vs. BATES, CRISTINA

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108161 08/16/2024 01:29pm \$54.00 GHOUSTON
CASE # DC240471A NAME: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.,

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108162 08/16/2024 03:29pm \$100.00 GHOUSTON
CASE # 24T0391A NAME: GARCIA GARCIA, NAHUM BELEM TICKET # 59252 BALANCE: 311.00

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$100.00 | MONETARY | | |
| AFSO | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 19.00 | | | 0.00 |

RCPT# 108163 08/19/2024 09:05am \$234.00 GHOUSTON
CASE # LT240254A NAME: TAH TEXAS SERVICES, LLC/DBA TRICON RESIDENTIAL, vs

| | | | | | |
|---------------------------|---|----------|---------------------------|--|-------|
| Check | - | \$234.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | CONSTABLE PCT 1 | | 90.00 |

RCPT# 108164 08/19/2024 09:23am \$226.00 LHERNANDEZ
CASE # 24T1092A NAME: ORDAZ ZAMORA, JUVENCIO TICKET # TXC241702560 BALANCE: 0.00

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$226.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 145.00 | | | 0.00 |

RCPT# 108165 08/19/2024 09:26am \$204.00 LHERNANDEZ
CASE # 24T1226A NAME: LLERENA CASTANEDA, ABEL JE TICKET # TX6X789DSU77 BALANCE: 0.00

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$204.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 123.00 | | | 0.00 |

RCPT# 108166 08/19/2024 09:28am \$159.00 LHERNANDEZ
CASE # 24T1224A NAME: LOYD, COLTON WAYNE TICKET # S002221 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$159.00 | MONETARY | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 25.00 | | 0.00 |

RCPT# 108167 08/19/2024 09:37am \$229.00 LHERNANDEZ
CASE # 24T1225A NAME: LOYD, COLTON WAYNE TICKET # S002221 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$229.00 | MONETARY | |
| AFSO | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 148.00 | | 0.00 |

RCPT# 108168 08/19/2024 09:38am \$213.00 LHERNANDEZ
CASE # 24T1123A NAME: CORNELIUS, BRENT DAVIS TICKET # TXC241825718 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$213.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 79.00 | | 0.00 |

RCPT# 108169 08/19/2024 09:40am \$282.00 LHERNANDEZ
CASE # 24T1178A NAME: STUART, ROXANNE RODRIGUEZ TICKET # TXC241846124 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$282.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 148.00 | | 0.00 |

RCPT# 108170 08/19/2024 09:42am \$341.00 LHERNANDEZ
CASE # 18T2711A NAME: VERMILLION, BROOKS ALLEN TICKET # TX5CDD0URLV2 BALANCE: 0.00

| | | | | |
|-----------------------|---|----------|--------------------|-------|
| Credit Card | - | \$341.00 | MONETARY | |
| AFDPS | | 5.00 | C.H.S. | 4.00 |
| TRANS. FEE | | 2.00 | JPTECH | 4.00 |
| CCC Prior 2019 \$40 | | 40.00 | JSF | 6.00 |
| JURY REIMB FEE | | 4.00 | T.F.C | 3.00 |
| Indigent Defense Fund | | 2.00 | TPDF Prior to 2019 | 2.00 |
| FINE | | 148.00 | 30% LINEBARGER FEE | 66.00 |
| TIME PAY-STATE | | 25.00 | OMNI-DPS | 20.00 |
| OMNI-DTO | | 6.00 | OMNI-COUNTY | 4.00 |

RCPT# 108171 08/19/2024 10:08am \$182.00 LHERNANDEZ
CASE # 24T1177A NAME: MUNOZ, CIPRIANO TICKET # TXC241846178 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Money Order | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 101.00 | | 0.00 |

RCPT# 108172 08/19/2024 10:42am \$229.00 LHERNANDEZ
CASE # 24T1273A NAME: PAYNE, TAYLOR WADE TICKET # TXC241799299 BALANCE: 0.00

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Dismissal | - | \$229.00 | NON-MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |

FINE 148.00 0.00

RCPT# 108173 08/19/2024 11:43am \$20.00 LHERNANDEZ
CASE # 24T1273A NAME: PAYNE, TAYLOR WADE TICKET # TXC241799299 BALANCE: 0.00

Money Order - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00 0.00

RCPT# 108174 08/19/2024 11:28am \$54.00 GHOUSTON
CASE # SC240041A NAME: PL ELECTRICAL CONSULTING, INC, vs. DILLENGR INC. B

Cashier's Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108174-V 08/19/2024 11:30am -\$54.00 GHOUSTON
CASE # SC240041A NAME: PL ELECTRICAL CONSULTING, INC, vs. DILLENGR INC. B

Cashier's Check - -\$54.00 MONETARY
STATE CONSOLIDATED CIVIL -21.00 JUSTICE COURT SUPPORT FUN -25.00
COUNTY DISPUTE RESOLUTION -5.00 LANGUAGE ACCESS FUND -3.00

RCPT# 108175 08/19/2024 11:31am \$54.00 GHOUSTON
CASE # SC240041A NAME: PL ELECTRICAL CONSULTING, INC, vs. DILLENGR INC. B

Cashier's Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108176 08/19/2024 11:37am \$144.00 GHOUSTON
CASE # LT240255A NAME: THE TOWNHOUSE APTS, vs. LOPEZ, EMILIO

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108177 08/19/2024 12:28pm \$182.00 GHOUSTON
CASE # 24T1209A NAME: MENDEZ GARCIA, JOSE TICKET # TXC241830039 BALANCE: 0.00

Money Order - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108178 08/19/2024 12:36pm \$234.00 GHOUSTON
CASE # LT240256A NAME: BTRG PROPERTY MANAGEMENT, LLC AS AGENTS FOR PATRIC

Cash - \$234.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00

RCPT# 108179 08/19/2024 12:45pm \$54.00 LHERNANDEZ
CASE # SC240042A NAME: BURGESS, RUSTIN vs. BURGESS, RUSTIN

Cash - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108180 08/19/2024 01:00pm \$54.00 GHOUSTON
CASE # DC240472A NAME: JPMORGAN CHASE BANK, N.A., vs. VARNER, BRITTANY N

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108181 08/19/2024 01:09pm \$54.00 GHOUSTON
CASE # DC240473A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. WILSON,ADRIAN

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108182 08/19/2024 01:17pm \$54.00 GHOUSTON
CASE # DC240474A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. CARTER, PAULA

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108183 08/19/2024 01:22pm \$54.00 GHOUSTON
CASE # DC240475A NAME: CITIBANK, N.A., vs. KENNARD,JOSEPH J

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108184 08/19/2024 01:50pm \$54.00 GHOUSTON
CASE # DC240476A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. DAVIS,AMY T

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108185 08/19/2024 02:12pm \$54.00 GHOUSTON
CASE # DC240477A NAME: JEFFERSON CAPITAL SYSTEMS, LLC, vs. LARGENT,KATRIN

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108186 08/19/2024 02:24pm \$54.00 GHOUSTON
CASE # DC240478A NAME: TD BANK, N.A., vs. BRUST,CHERI

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108187 08/19/2024 02:30pm \$54.00 GHOUSTON
CASE # DC240479A NAME: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.,

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108188 08/19/2024 02:55pm \$54.00 GHOUSTON
CASE # DC240480A NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. LANKFORD,DIANE

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108189 08/19/2024 03:01pm \$54.00 GHOUSTON
CASE # DC240481A NAME: JPMORGAN CHASE BANK, N.A., vs. RAGER,DALE

| | | | | | |
|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

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|-----------------|---------------------------|---------|-----------------------|------------|---------------|
| RCPT# 108190 | 08/19/2024 | 03:05pm | \$159.00 | LHERNANDEZ | |
| CASE # 24T1296A | NAME: MARTINEZ, SEBASTIAN | | TICKET # TXC241799300 | | BALANCE: 0.00 |

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Dismissal | - | \$159.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |

| | | | | | |
|-----------------|---------------------------|---------|-----------------------|------------|---------------|
| RCPT# 108191 | 08/19/2024 | 03:06pm | \$20.00 | LHERNANDEZ | |
| CASE # 24T1296A | NAME: MARTINEZ, SEBASTIAN | | TICKET # TXC241799300 | | BALANCE: 0.00 |

| | | | | | |
|----------------------|---|---------|----------|--|------|
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | | 0.00 |

| | | | | | |
|-----------------|---------------------------|---------|-----------------------|------------|---------------|
| RCPT# 108192 | 08/19/2024 | 03:07pm | \$182.00 | LHERNANDEZ | |
| CASE # 24T1295A | NAME: MARTINEZ, SEBASTIAN | | TICKET # TXC241799300 | | BALANCE: 0.00 |

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Dismissal | - | \$182.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 101.00 | | | 0.00 |

| | | | | | |
|-----------------|---------------------------|---------|-----------------------|------------|---------------|
| RCPT# 108193 | 08/19/2024 | 03:07pm | \$20.00 | LHERNANDEZ | |
| CASE # 24T1295A | NAME: MARTINEZ, SEBASTIAN | | TICKET # TXC241799300 | | BALANCE: 0.00 |

| | | | | | |
|----------------------|---|---------|----------|--|------|
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | | 0.00 |

| | | | | | |
|-----------------|---------------------------|---------|-----------------------|------------|---------------|
| RCPT# 108194 | 08/19/2024 | 03:08pm | \$204.00 | LHERNANDEZ | |
| CASE # 24T1297A | NAME: MARTINEZ, SEBASTIAN | | TICKET # TXC241799300 | | BALANCE: 0.00 |

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$204.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 70.00 | | | 0.00 |

| | | | | | |
|------------------|--|---------|----------|---------|--|
| RCPT# 108195 | 08/20/2024 | 08:59am | \$144.00 | JGUZMAN | |
| CASE # LT240257A | NAME: ESPINOZA, JOSE C. vs. GORECKI, LORETTA | | | | |

| | | | | | |
|---------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | | 0.00 |

| | | | | | |
|-----------------|--------------------------|---------|-----------------------|------------|---------------|
| RCPT# 108196 | 08/20/2024 | 09:03am | \$798.60 | LHERNANDEZ | |
| CASE # 18T0792A | NAME: SMITH, ALEC XAVIER | | TICKET # TX54HA0YBM3P | | BALANCE: 0.00 |

| | | | | | |
|---------------------------|---|----------|-----------------------|--|--------|
| Credit Card | - | \$798.60 | MONETARY | | |
| AFDPS | | 5.00 | T.F.C | | 3.00 |
| C.H.S. | | 4.00 | TRANS. FEE | | 2.00 |
| JPTECH | | 4.00 | STF | | 30.00 |
| CCC Prior 2019 \$40 | | 40.00 | JSF | | 6.00 |
| JURY REIMB FEE | | 4.00 | Indigent Defense Fund | | 2.00 |
| MOVING VIOLATION STATE FE | | 0.10 | TPDF Prior to 2019 | | 2.00 |
| FINE | | 469.90 | 30% LINEBARGER FEE | | 171.60 |

| | | | |
|----------------|-------|-------------|-------|
| TIME PAY-STATE | 25.00 | OMNI-DPS | 20.00 |
| OMNI-DTO | 6.00 | OMNI-COUNTY | 4.00 |

| | | | | |
|-----------------|------------------------|---------|-----------------------|---------------|
| RCPT# 108197 | 08/20/2024 | 09:25am | \$183.00 | LHERNANDEZ |
| CASE # 24T1298A | NAME: MARTINEZ,FAVIOLA | | TICKET # TXC241830056 | BALANCE: 0.00 |

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$183.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 102.00 | | 0.00 |

| | | | | |
|-----------------|----------------------|---------|-----------------|---------------|
| RCPT# 108198 | 08/20/2024 | 09:27am | \$84.00 | LHERNANDEZ |
| CASE # 18T2208A | NAME: ROYAL,HARLEY D | | TICKET # 033709 | BALANCE: 0.00 |

| | | | | |
|-------------|---|---------|----------|-------|
| Credit Card | - | \$84.00 | MONETARY | |
| TRANS. FEE | | 2.00 | FINE | 82.00 |

| | | | | |
|------------------|--|---------|----------|------------|
| RCPT# 108199 | 08/20/2024 | 01:54pm | \$180.00 | LHERNANDEZ |
| CASE # LT240229A | NAME: SMITH,REGINALD CHARLES vs. BUTLER,WAYNE D. | | | |

| | | | | |
|--------------------|---|----------|-------------------|------|
| Money Order | - | \$180.00 | MONETARY | |
| WRIT CONST. PCT. 1 | | 175.00 | Transaction Admin | 5.00 |

| | | | | |
|-----------------|-------------------------------|---------|-----------------------|---------------|
| RCPT# 108200 | 08/20/2024 | 03:37pm | \$182.00 | LHERNANDEZ |
| CASE # 24T1302A | NAME: CABADAS,CECILIA SANCHEZ | | TICKET # TXC241830049 | BALANCE: 0.00 |

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 101.00 | | 0.00 |

| | | | | |
|------------------|--------------------------------------|---------|----------|------------|
| RCPT# 108201 | 08/20/2024 | 03:56pm | \$144.00 | LHERNANDEZ |
| CASE # LT240258A | NAME: AGUILAR,MIGUEL vs. ROSS,ANDREA | | | |

| | | | | |
|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

| | | | | |
|-----------------|--------------------------------|---------|-----------------------|---------------|
| RCPT# 108202 | 08/20/2024 | 04:00pm | \$159.00 | GHOUSTON |
| CASE # 24T1188A | NAME: HOLLOWAY,GEORGE ZAE'QUAN | | TICKET # TXC241846484 | BALANCE: 0.00 |

| | | | | |
|---------------------------|---|----------|---------------------------|-------|
| Dismissal | - | \$159.00 | NON-MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 25.00 | | 0.00 |

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|-----------------|--------------------------------|---------|-----------------------|---------------|
| RCPT# 108203 | 08/20/2024 | 04:01pm | \$20.00 | GHOUSTON |
| CASE # 24T1188A | NAME: HOLLOWAY,GEORGE ZAE'QUAN | | TICKET # TXC241846484 | BALANCE: 0.00 |

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|----------------------|---|---------|----------|------|
| Cash | - | \$20.00 | MONETARY | |
| DISMISSAL FINE 20.00 | | 20.00 | | 0.00 |

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|-----------------|-------------------------|---------|-----------------------|---------------|
| RCPT# 108204 | 08/21/2024 | 08:59am | \$182.00 | LHERNANDEZ |
| CASE # 24T1303A | NAME: SAAVEDRA,MARIA DE | | TICKET # TXC241830050 | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |

FINE 101.00 0.00

RCPT# 108205 08/21/2024 09:01am \$227.50 LHERNANDEZ
CASE # 16T6819A NAME: RADBIL,NOAH DANIEL TICKET # TX4K090SID8C BALANCE: 0.00

Credit Card - \$227.50 MONETARY
AFDPS 5.00 C.H.S. 4.00
TRANS. FEE 2.00 JPTECH 4.00
CCC Prior 2019 \$40 40.00 JSF 6.00
JURY REIMB FEE 4.00 T.F.C 3.00
Indigent Defense Fund 2.00 TPDF Prior to 2019 2.00
FINE 48.00 OMNI-DPS 20.00
OMNI-DTO 6.00 OMNI-COUNTY 4.00
TIME PAY-STATE 25.00 30% LINEBARGER FEE 52.50

RCPT# 108206 08/21/2024 09:02am \$656.50 LHERNANDEZ
CASE # 16T6820A NAME: RADBIL,NOAH DANIEL TICKET # TX4K090SID8C BALANCE: 0.00

Credit Card - \$656.50 MONETARY
AFDPS 5.00 T.F.C 3.00
C.H.S. 4.00 TRANS. FEE 2.00
JPTECH 4.00 STF 30.00
CCC Prior 2019 \$40 40.00 JSF 6.00
JURY REIMB FEE 4.00 Indigent Defense Fund 2.00
MOVING VIOLATION STATE FE 0.10 TPDF Prior to 2019 2.00
FINE 347.90 OMNI-DPS 20.00
OMNI-DTO 6.00 OMNI-COUNTY 4.00
TIME PAY-STATE 25.00 30% LINEBARGER FEE 151.50

RCPT# 108207 08/21/2024 09:04am \$326.30 LHERNANDEZ
CASE # 24T0463A NAME: CIMINO,ANTHONY STONE TICKET # TXC241620739 BALANCE: 0.00

Credit Card - \$326.30 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 145.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 75.30 0.00

RCPT# 108208 08/21/2024 11:48am \$182.00 LHERNANDEZ
CASE # 24T1152A NAME: SALAZAR,SILVANO TICKET # TXC241786502 BALANCE: 0.00

Cash - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108209 08/21/2024 12:18pm \$54.00 GHOUSTON
CASE # DC240482A NAME: AUTOVEST, L.L.C., vs. JACKSON,KIMBERLY M

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108210 08/21/2024 12:28pm \$54.00 GHOUSTON
CASE # DC240483A NAME: ACCELERATED INVENTORY MANAGEMENT, LLC, vs. DORNER,

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108211 08/21/2024 02:17pm \$54.00 GHOUSTON
CASE # DC240484A NAME: LVNV FUNDING LLC, vs. CHARDON,ANGEL

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108212 08/21/2024 02:26pm \$54.00 GHOUSTON
CASE # DC240485A NAME: LVNV FUNDING LLC, vs. ROBLES, DORIS E

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108213 08/21/2024 02:34pm \$54.00 GHOUSTON
CASE # DC240486A NAME: LVNV FUNDING, LLC, vs. HAVENER, SHAWN

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108214 08/21/2024 02:39pm \$54.00 GHOUSTON
CASE # DC240487A NAME: LVNV FUNDING, LLC, vs. CAVENDER, ANTHONY

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 108215 08/21/2024 04:09pm \$182.00 LHERNANDEZ
CASE # 24T1205A NAME: RAMIREZ, MISAEEL YAHIR TICKET # TXC241846499 BALANCE: 0.00

Dismissal - \$182.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108216 08/21/2024 04:10pm \$20.00 LHERNANDEZ
CASE # 24T1205A NAME: RAMIREZ, MISAEEL YAHIR TICKET # TXC241846499 BALANCE: 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00 0.00

RCPT# 108217 08/22/2024 08:46am \$182.00 JGUZMAN
CASE # 24T1148A NAME: LUCIO, SARAI TICKET # TXC241786506 BALANCE: 0.00

Cash - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108218 08/22/2024 08:47am \$229.00 JGUZMAN
CASE # 24T1149A NAME: LUCIO, SARAI TICKET # TXC241786506 BALANCE: 0.00

Dismissal - \$229.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108219 08/22/2024 08:48am \$20.00 JGUZMAN
CASE # 24T1149A NAME: LUCIO, SARAI TICKET # TXC241786506 BALANCE: 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00 0.00

RCPT# 108220 08/22/2024 09:01am \$282.00 LHERNANDEZ
CASE # 24T1058A NAME: HATFIELD,BRYANT BOYD TICKET # 61450 BALANCE: 0.00

Credit Card - \$282.00 MONETARY
AFSO 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108221 08/22/2024 09:02am \$234.00 GHOUSTON
CASE # LT240259A NAME: JAGARLAMUDI,SREENI vs. PEOPLES,ARICA LASHOUN

Cash - \$234.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00

RCPT# 108222 08/22/2024 09:03am \$182.00 LHERNANDEZ
CASE # 24T0763A NAME: CORTES,BRENDA TICKET # TXC241631248 BALANCE: 0.00

Credit Card - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108223 08/22/2024 11:07am \$234.00 GHOUSTON
CASE # LT240260A NAME: ENNIS MHP, LLC, vs. MARTINEZ,KAREN

Money Order - \$234.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00

RCPT# 108224 08/23/2024 09:05am \$159.00 LHERNANDEZ
CASE # 24T1251A NAME: ROJAS VILLAFANA,JOSE ALBE TICKET # TXC241846506 BALANCE: 0.00

Credit Card - \$159.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 25.00 0.00

RCPT# 108225 08/23/2024 09:06am \$182.00 LHERNANDEZ
CASE # 24T1252A NAME: ROJAS VILLAFANA,JOSE ALBE TICKET # TXC241846506 BALANCE: 0.00

Credit Card - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00 0.00

RCPT# 108226 08/23/2024 09:09am \$159.00 LHERNANDEZ
CASE # 24T1247A NAME: TINAJERO,JOSE FRANCISCO TICKET # TXC241864173 BALANCE: 0.00

Credit Card - \$159.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 25.00 0.00

RCPT# 108227 08/23/2024 09:10am \$159.00 LHERNANDEZ
CASE # 24T1248A NAME: TINAJERO,JOSE FRANCISCO TICKET # TXC241864173 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$159.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 25.00 | | 0.00 |

RCPT# 108228 08/23/2024 12:22pm \$144.00 GHOUSTON
CASE # LT240261A NAME: HPA BORROWER 2019-2 LLC, vs. JONES,JERRON

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|---------------------------|---|----------|---------------------------|-------|
| Check | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

RCPT# 108229 08/23/2024 12:32pm \$234.00 GHOUSTON
CASE # LT240262A NAME: HPA II TEXAS SUB 2020-1 ML LLC, vs. THOMAS,TROY

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|---------------------------|---|----------|---------------------------|-------|
| Check | - | \$234.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | CONSTABLE PCT 1 | 90.00 |

RCPT# 108230 08/23/2024 12:58pm \$144.00 LHERNANDEZ
CASE # 24T1306A NAME: SCHEFFEY,ERIC HESTON TICKET # TXC241809145 BALANCE: 150.00

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|--------------------------|---|----------|---------------------------|-------|
| Cashier's Check | - | \$144.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| DEFENSIVE DRIVING SCHOOL | | 10.00 | | 0.00 |

RCPT# 108231 08/23/2024 03:14pm \$182.00 GHOUSTON
CASE # 24T1206A NAME: VAZQUEZ,GERMAN TICKET # TXC241846500 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost | - | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 48.00 | | 0.00 |

RCPT# 108232 08/26/2024 09:16am \$369.00 LHERNANDEZ
CASE # 24T1334A NAME: BILLIE,JONATHAN MERRELL TICKET # TXC241851130 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$369.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 288.00 | | 0.00 |

RCPT# 108233 08/26/2024 09:18am \$182.00 LHERNANDEZ
CASE # 24T1345A NAME: DORANTES ESPINO,REY DAVID TICKET # S001057 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|-------|
| Credit Card | - | \$182.00 | MONETARY | |
| AFSO | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 101.00 | | 0.00 |

RCPT# 108234 08/26/2024 09:19am \$399.10 LHERNANDEZ
CASE # 24T0112A NAME: DAVILA, SOPHIA CAROLINA TICKET # TXC241336121 BALANCE: 0.00

Credit Card - \$399.10 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 92.10 0.00

RCPT# 108235 08/26/2024 09:22am \$234.00 LHERNANDEZ
CASE # 24T0602A NAME: LOCKHART, JORDAN DAJAE TICKET # TXC241579473 BALANCE: 0.00

Credit Card - \$234.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 100.00 0.00

RCPT# 108236 08/26/2024 09:24am \$330.20 LHERNANDEZ
CASE # 24T0109A NAME: COOPER, CURT RYAN TICKET # TXC241517947 BALANCE: 0.00

Credit Card - \$330.20 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 76.20 0.00

RCPT# 108237 08/26/2024 09:29am \$66.00 LHERNANDEZ
CASE # 24T0819A NAME: LARA, CARLOS DANIEL TICKET # TXC241729480 BALANCE: 0.00

Credit Card - \$66.00 MONETARY
FINE 64.00 TRANS. FEE 2.00

RCPT# 108238 08/26/2024 09:54am \$229.00 GHOUSTON
CASE # 24T0795A NAME: FOWLER, KTYN C TICKET # A010182 BALANCE: 0.00

Cash - \$229.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108239 08/26/2024 10:21am \$180.00 GHOUSTON
CASE # LT240241A NAME: TAH MS BORROWER LLC, vs. DOE, JOHN

Check - \$180.00 MONETARY
WRIT CONST. PCT. 1 175.00 Transaction Admin 5.00

RCPT# 108240 08/26/2024 10:23am \$180.00 GHOUSTON
CASE # LT240242A NAME: KITCHENS, MATTHEW FRANKLIN vs. BOTELLO, ERIKA

Check - \$180.00 MONETARY
WRIT CONST. PCT. 1 175.00 Transaction Admin 5.00

RCPT# 108241 08/26/2024 12:27pm \$144.00 GHOUSTON
CASE # LT240263A NAME: CLAY STREET DEVELOPMENT LLC, vs. WEATHERTON, SHATIN

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00

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|---------------------------|-------|----------------------|------|
| COUNTY DISPUTE RESOLUTION | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | 90.00 | | 0.00 |

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|------------------|--|---------|----------|----------|
| RCPT# 108242 | 08/26/2024 | 12:32pm | \$144.00 | GHOUSTON |
| CASE # LT240264A | NAME: CLAY STREET DEVELOPMENT LLC, vs. ADAMS, KIMBERLY | | | |

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|---------------------------|---|----------|---------------------------|-------|
| Check | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

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|------------------|---|---------|---------|----------|
| RCPT# 108243 | 08/26/2024 | 12:48pm | \$54.00 | GHOUSTON |
| CASE # DC240488A | NAME: CITIBANK, N.A., vs. SERVIN, IGNACIO B | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|---|---------|---------|----------|
| RCPT# 108244 | 08/26/2024 | 12:54pm | \$54.00 | GHOUSTON |
| CASE # DC240489A | NAME: CITIBANK, N.A., vs. PYLE, BRYAN W | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|---|---------|----------|------------|
| RCPT# 108245 | 08/26/2024 | 01:10pm | \$144.00 | LHERNANDEZ |
| CASE # LT240265A | NAME: 1ST PREMIER REAL ESTATE, vs. REED, DONALD | | | |

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$144.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 |

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|------------------|---|---------|---------|----------|
| RCPT# 108246 | 08/26/2024 | 02:09pm | \$54.00 | GHOUSTON |
| CASE # DC240490A | NAME: ABSOLUTE RESOLUTIONS INVESTMENTS, LLC, vs. PEREZ, B | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|--|---------|---------|----------|
| RCPT# 108247 | 08/26/2024 | 02:20pm | \$54.00 | GHOUSTON |
| CASE # DC240491A | NAME: LVNV FUNDING, LLC, vs. NIEDERT, ELVIRA | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|---|---------|---------|----------|
| RCPT# 108248 | 08/26/2024 | 02:28pm | \$54.00 | GHOUSTON |
| CASE # DC240492A | NAME: FORD MOTOR CREDIT COMPANY LLC, vs. LEVENS, THOMAS | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|---|---------|---------|----------|
| RCPT# 108249 | 08/26/2024 | 02:37pm | \$54.00 | GHOUSTON |
| CASE # DC240493A | NAME: NCB MANAGEMENT SERVICES, INC, vs. GHERMAN, IOAN | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|---|---------|---------|----------|
| RCPT# 108250 | 08/26/2024 | 02:45pm | \$54.00 | GHOUSTON |
| CASE # DC240494A | NAME: MIDLAND CREDIT MANAGEMENT, INC, vs. RAWLINS, MONICA | | | |

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|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108251 08/26/2024 02:59pm \$54.00 GHOUSTON
CASE # DC240495A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. MASTERS,LU

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|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108252 08/26/2024 03:06pm \$54.00 GHOUSTON
CASE # DC240496A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. ARELLANO,B

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|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108253 08/27/2024 08:44am \$180.00 JGUZMAN
CASE # LT240248A NAME: PASTOR, MARIBEL vs. SALAZAR, RAYMONDO

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|--------------------|---|----------|-------------------|--|------|
| Cash | - | \$180.00 | MONETARY | | |
| WRIT CONST. PCT. 1 | | 175.00 | Transaction Admin | | 5.00 |

RCPT# 108254 08/27/2024 09:09am \$144.00 GHOUSTON
CASE # LT240266A NAME: ET-3 LP, vs. GARCIA, CHRISTOPHER

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|---------------------------|---|----------|---------------------------|--|-------|
| Check | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |
| CONSTABLE PCT 1 | | 90.00 | | | 0.00 |

RCPT# 108255 08/27/2024 10:15am \$256.10 LHERNANDEZ
CASE # 23T0886A NAME: REYES SANCHEZ, LENIN JAVIE TICKET # TXC231167037 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|--|-------|
| Credit Card | - | \$256.10 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 101.00 | TIME PAYMENT FEE 2020 | | 15.00 |
| 30% LINEBARGER FEE | | 59.10 | | | 0.00 |

RCPT# 108256 08/27/2024 11:24am \$54.00 GHOUSTON
CASE # DC240497A NAME: MIDLAND CREDIT MANAGMENT, INC, vs. EGURE, MARY

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|---------------------------|---|---------|---------------------------|--|-------|
| Check | - | \$54.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | | 3.00 |

RCPT# 108257 08/27/2024 11:51am \$182.00 GHOUSTON
CASE # 24T1243A NAME: ORTIZ, ANTHONY TICKET # TXC241864230 BALANCE: 0.00

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|--------------------------|---|----------|---------------------------|--|-------|
| Dismissal | - | \$182.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 101.00 | | | 0.00 |

RCPT# 108258 08/27/2024 11:52am \$20.00 GHOUSTON
CASE # 24T1243A NAME: ORTIZ, ANTHONY TICKET # TXC241864230 BALANCE: 0.00

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|----------------------|---|---------|----------|--|------|
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | | 0.00 |

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|---------------------------|---|----------|---------------------------|-----------------------|-----------------|
| RCPT# 108259 | 08/27/2024 | 11:52am | \$229.00 | GHOUSTON | |
| CASE # 24T1244A | NAME: ORTIZ, ANTHONY | | | TICKET # TXC241864230 | BALANCE: 0.00 |
| Dismissal | - | \$229.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 148.00 | | 0.00 | |
| RCPT# 108260 | 08/27/2024 | 11:52am | \$20.00 | GHOUSTON | |
| CASE # 24T1244A | NAME: ORTIZ, ANTHONY | | | TICKET # TXC241864230 | BALANCE: 0.00 |
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | 0.00 | |
| RCPT# 108261 | 08/27/2024 | 12:10pm | \$144.00 | GHOUSTON | |
| CASE # 24T1328A | NAME: FINLEY, JOSHUA TAYLOR | | | TICKET # S004221 | BALANCE: 150.00 |
| Cash | - | \$144.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| DEFENSIVE DRIVING SCHOOL | | 10.00 | | 0.00 | |
| RCPT# 108262 | 08/27/2024 | 12:43pm | \$229.00 | GHOUSTON | |
| CASE # 24T1354A | NAME: ENGLEDDOW, TROY ODELL | | | TICKET # TXC241877808 | BALANCE: 0.00 |
| Dismissal | - | \$229.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 148.00 | | 0.00 | |
| RCPT# 108263 | 08/27/2024 | 12:43pm | \$20.00 | GHOUSTON | |
| CASE # 24T1354A | NAME: ENGLEDDOW, TROY ODELL | | | TICKET # TXC241877808 | BALANCE: 0.00 |
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | 0.00 | |
| RCPT# 108264 | 08/27/2024 | 12:48pm | \$180.00 | GHOUSTON | |
| CASE # LT240246A | NAME: BROWN & SIMMONS PROPERTIES LLC, vs. DURAN, BRITTANY | | | | |
| Check | - | \$180.00 | MONETARY | | |
| WRIT CONST. PCT. 1 | | 175.00 | Transaction Admin | 5.00 | |
| RCPT# 108265 | 08/27/2024 | 01:33pm | \$358.80 | GHOUSTON | |
| CASE # 10T9747A | NAME: COOPER, STEPHEN DEMAR | | | TICKET # M589515 | BALANCE: 0.00 |
| Money Order | - | \$358.80 | MONETARY | | |
| AFDPS | | 5.00 | T.F.C | 3.00 | |
| C.H.S. | | 4.00 | TRANS. FEE | 2.00 | |
| JPTECH | | 4.00 | STF | 30.00 | |
| CCC Prior 2019 \$40 | | 40.00 | JSF | 6.00 | |
| JURY REIMB FEE | | 4.00 | Indigent Defense Fund 09/ | 6.00 | |
| MOVING VIOLATION STATE FE | | 0.10 | FINE | 116.90 | |
| OMNI-DPS | | 20.00 | OMNI-DTO | 6.00 | |
| OMNI-COUNTY | | 4.00 | TIME PAY-STATE | 25.00 | |
| 30% LINEBARGER FEE | | 82.80 | | 0.00 | |
| RCPT# 108266 | 08/28/2024 | 08:05am | \$229.00 | JGUZMAN | |
| CASE # 24T1213A | NAME: CARMONA, ANGELICA | | | TICKET # TXC241846498 | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|-------|--|
| Dismissal | - | \$229.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 148.00 | | 0.00 | |

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|-----------------|------------------------|---------|---------|-----------------------|---------------|
| RCPT# 108267 | 08/28/2024 | 08:05am | \$20.00 | JGUZMAN | |
| CASE # 24T1213A | NAME: CARMONA,ANGELICA | | | TICKET # TXC241846498 | BALANCE: 0.00 |

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|----------------------|---|---------|----------|------|--|
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | 0.00 | |

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|-----------------|--------------------------|---------|----------|----------------|---------------|
| RCPT# 108268 | 08/28/2024 | 08:28am | \$282.00 | JGUZMAN | |
| CASE # 24T1059A | NAME: JENNINGS,JIMMY DON | | | TICKET # 63484 | BALANCE: 0.00 |

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|---------------------------|---|----------|---------------------------|-------|--|
| Money Order | - | \$282.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 148.00 | | 0.00 | |

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|-----------------|------------------------|---------|----------|------------------|---------------|
| RCPT# 108269 | 08/28/2024 | 09:18am | \$229.00 | LHERNANDEZ | |
| CASE # 24T1330A | NAME: LYTTON,DAVID LEE | | | TICKET # S003256 | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|-------|--|
| Dismissal | - | \$229.00 | NON-MONETARY | | |
| AFSO | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 148.00 | | 0.00 | |

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|-----------------|------------------------|---------|---------|------------------|---------------|
| RCPT# 108270 | 08/28/2024 | 09:18am | \$20.00 | LHERNANDEZ | |
| CASE # 24T1330A | NAME: LYTTON,DAVID LEE | | | TICKET # S003256 | BALANCE: 0.00 |

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|----------------------|---|---------|----------|------|--|
| Credit Card | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | 0.00 | |

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|-----------------|------------------------------|---------|----------|------------------|---------------|
| RCPT# 108271 | 08/28/2024 | 09:23am | \$332.00 | LHERNANDEZ | |
| CASE # 24T1234A | NAME: PATTERSON,CULVER NEEEL | | | TICKET # S004222 | BALANCE: 0.00 |

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|---------------------------|---|----------|---------------------------|-------|--|
| Credit Card | - | \$332.00 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 198.00 | | 0.00 | |

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|-----------------|---------------------------|---------|----------|-----------------------|---------------|
| RCPT# 108272 | 08/28/2024 | 09:25am | \$213.00 | LHERNANDEZ | |
| CASE # 24T0649A | NAME: MULTHUP,ROBERT ALAN | | | TICKET # TXC241677690 | BALANCE: 0.00 |

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|---------------------------|---|----------|---------------------------|-------|--|
| Credit Card | - | \$213.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 79.00 | | 0.00 | |

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|-----------------|-----------------------------|---------|----------|-----------------------|---------------|
| RCPT# 108273 | 08/28/2024 | 01:14pm | \$229.00 | GHOUSTON | |
| CASE # 24T1204A | NAME: CLEVELAND,KELSEY LYNN | | | TICKET # TXC241846497 | BALANCE: 0.00 |

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|--------------------------|---|----------|---------------------------|-------|--|
| Dismissal | - | \$229.00 | NON-MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 148.00 | | 0.00 | |

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|---------------------------|------------------------------|----------|---------------------------|-----------------------|---------------|
| RCPT# 108274 | 08/28/2024 | 01:15pm | \$20.00 | GHOUSTON | |
| CASE # 24T1204A | NAME: CLEVELAND, KELSEY LYNN | | | TICKET # TXC241846497 | BALANCE: 0.00 |
| Cash | - | \$20.00 | MONETARY | | |
| DISMISSAL FINE 20.00 | | 20.00 | | | 0.00 |
| RCPT# 108275 | 08/28/2024 | 04:52pm | \$229.00 | LHERNANDEZ | |
| CASE # 24T1116A | NAME: FERNANDEZ, SAUL CRUZ | | | TICKET # TXC241814911 | BALANCE: 0.00 |
| Cash | - | \$229.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 148.00 | | | 0.00 |
| RCPT# 108276 | 08/29/2024 | 09:22am | \$182.00 | LHERNANDEZ | |
| CASE # 24T1336A | NAME: CASTILLO, SAMUEL | | | TICKET # TXC241696411 | BALANCE: 0.00 |
| Credit Card | - | \$182.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 48.00 | | | 0.00 |
| RCPT# 108277 | 08/29/2024 | 09:23am | \$159.00 | LHERNANDEZ | |
| CASE # 24T1373A | NAME: FRENCH, TRAVIS ODEN | | | TICKET # TXC241877828 | BALANCE: 0.00 |
| Credit Card | - | \$159.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |
| RCPT# 108278 | 08/29/2024 | 10:46am | \$84.00 | LHERNANDEZ | |
| CASE # 23T0816A | NAME: TOBAR, CARLOS CRUZ | | | TICKET # TXC231167013 | BALANCE: 0.00 |
| Cash | - | \$84.00 | MONETARY | | |
| FINE | | 82.00 | TRANS. FEE | | 2.00 |
| RCPT# 108279 | 08/29/2024 | 10:46am | \$128.00 | LHERNANDEZ | |
| CASE # 23T0817A | NAME: TOBAR, CARLOS CRUZ | | | TICKET # TXC231167013 | BALANCE: 0.00 |
| Cash | - | \$128.00 | MONETARY | | |
| FINE | | 126.00 | TRANS. FEE | | 2.00 |
| RCPT# 108280 | 08/29/2024 | 10:47am | \$115.00 | LHERNANDEZ | |
| CASE # 23T0818A | NAME: TOBAR, CARLOS CRUZ | | | TICKET # TXC231167013 | BALANCE: 0.00 |
| Cash | - | \$115.00 | MONETARY | | |
| AFDPS | | 1.27 | State Traffic Fine - \$50 | | 12.69 |
| Consolidated Court Cost - | | 15.73 | Trans Fine - \$3 | | 0.76 |
| Courthouse Security Fund | | 1.24 | TPDF 2019 \$5 | | 1.27 |
| Justice Court Tech - \$4 | | 1.01 | Court Jury Fund - \$0.10 | | 0.03 |
| FINE | | 79.00 | TRANS. FEE | | 2.00 |
| RCPT# 108281 | 08/29/2024 | 12:07pm | \$374.40 | LHERNANDEZ | |
| CASE # 06T9363A | NAME: STILES, LINDA SUE | | | TICKET # | BALANCE: 0.00 |
| Credit Card | - | \$374.40 | MONETARY | | |
| AFCO1 | | 5.00 | C.H.S. | | 4.00 |
| TRANS. FEE | | 2.00 | CCC Prior 2019 \$40 | | 40.00 |

| | | | |
|----------------|-------|--------------------|--------|
| JSF | 4.00 | JURY REIMB FEE | 4.00 |
| JPTECH | 4.00 | FINE | 100.00 |
| WCON1 | 50.00 | WCON1 | 50.00 |
| TIME PAY-STATE | 25.00 | 30% LINEBARGER FEE | 86.40 |

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|-----------------|------------------------------|---------|-----------------------|---------------|
| RCPT# 108282 | 08/29/2024 | 12:28pm | \$307.00 | LHERNANDEZ |
| CASE # 24T0873A | NAME: CAMPBELL, TRAVIS DEVIN | | TICKET # TXC241705854 | BALANCE: 0.00 |

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$307.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 173.00 | | 0.00 |

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|------------------|--|---------|---------|----------|
| RCPT# 108283 | 08/29/2024 | 01:02pm | \$54.00 | GHOUSTON |
| CASE # DC240498A | NAME: LVNV FUNDING LLC, vs. HOLY, GLORIA | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|-----------------|----------------------------|---------|-----------------------|---------------|
| RCPT# 108284 | 08/29/2024 | 01:17pm | \$159.00 | GHOUSTON |
| CASE # 24T0901A | NAME: SANDOVAL, BARTOLO JR | | TICKET # TXC241625308 | BALANCE: 0.00 |

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$159.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 25.00 | | 0.00 |

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|------------------|--|---------|---------|----------|
| RCPT# 108285 | 08/29/2024 | 01:21pm | \$54.00 | GHOUSTON |
| CASE # DC240499A | NAME: VELOCITY INVESTMENTS LLC ASSIGNEE OF FINWISE BANK, | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|--|---------|---------|----------|
| RCPT# 108286 | 08/29/2024 | 01:33pm | \$54.00 | GHOUSTON |
| CASE # DC240500A | NAME: CROWN ASSET MANAGEMENT, LLC ASSIGNEE OF CROSS RIVE | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|--|---------|---------|----------|
| RCPT# 108287 | 08/29/2024 | 01:38pm | \$54.00 | GHOUSTON |
| CASE # DC240501A | NAME: LVNV FUNDING, LLC, vs. THOMAS, JAMES | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|------------------|--|---------|---------|----------|
| RCPT# 108288 | 08/29/2024 | 01:45pm | \$54.00 | GHOUSTON |
| CASE # DC240502A | NAME: ABSOLUTE RESOLUTIONS INVESTMENTS, LLC, vs. HAMPTON | | | |

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|---------------------------|---|---------|---------------------------|-------|
| Check | - | \$54.00 | MONETARY | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 |

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|-----------------|-------------------------|---------|-----------------|-----------------|
| RCPT# 108289 | 08/29/2024 | 03:08pm | \$100.00 | GHOUSTON |
| CASE # 21T7374A | NAME: TAMEZ, KIRK REGAN | | TICKET # 047370 | BALANCE: 232.20 |

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|------|---|----------|----------|--|
| Cash | - | \$100.00 | MONETARY | |
|------|---|----------|----------|--|

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|--------------------------|------|---------------------------|-------|
| AFSO | 2.75 | Consolidated Court Cost - | 34.03 |
| Courthouse Security Fund | 2.69 | TPDF 2019 \$5 | 2.74 |
| Justice Court Tech - \$4 | 2.20 | Court Jury Fund - \$0.10 | 0.05 |
| TIME PAYMENT FEE 2020 | 8.23 | OMNI CO 2020 | 2.20 |
| OMNI DTO 2020 | 3.29 | 30% LINEBARGER FEE | 41.82 |

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|-----------------|---------------------------------|---------|-----------------------|---------------|--|
| RCPT# 108290 | 08/29/2024 | 03:21pm | \$182.00 | LHERNANDEZ | |
| CASE # 24T0926A | NAME: ARVIZU MARTINEZ, CLARISSA | | TICKET # TXC241625294 | BALANCE: 0.00 | |

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 48.00 | | 0.00 |

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|-----------------|---------------------------------|---------|-----------------------|---------------|--|
| RCPT# 108291 | 08/29/2024 | 03:22pm | \$182.00 | LHERNANDEZ | |
| CASE # 24T0925A | NAME: ARVIZU MARTINEZ, CLARISSA | | TICKET # TXC241625294 | BALANCE: 0.00 | |

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|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$182.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 101.00 | | 0.00 |

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|-----------------|---------------------------------|---------|-----------------------|---------------|--|
| RCPT# 108292 | 08/29/2024 | 03:22pm | \$213.00 | LHERNANDEZ | |
| CASE # 24T0927A | NAME: ARVIZU MARTINEZ, CLARISSA | | TICKET # TXC241625294 | BALANCE: 0.00 | |

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|---------------------------|---|----------|---------------------------|-------|
| Cash | - | \$213.00 | MONETARY | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 79.00 | | 0.00 |

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|-----------------|-------------------------------|---------|-----------------------|-----------------|--|
| RCPT# 108293 | 08/29/2024 | 04:11pm | \$100.00 | LHERNANDEZ | |
| CASE # 24T1078A | NAME: TALAVERA CARDOZA, JORGE | | TICKET # TXC241798948 | BALANCE: 271.00 | |

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|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$100.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 19.00 | | 0.00 |

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|-----------------|-------------------------------|---------|-----------------------|----------------|--|
| RCPT# 108294 | 08/29/2024 | 04:11pm | \$100.00 | LHERNANDEZ | |
| CASE # 24T1076A | NAME: TALAVERA CARDOZA, JORGE | | TICKET # TXC241798948 | BALANCE: 84.00 | |

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$100.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 19.00 | | 0.00 |

| | | | | | |
|-----------------|-----------------------------|---------|-----------------------|-----------------|--|
| RCPT# 108295 | 08/29/2024 | 04:45pm | \$100.00 | LHERNANDEZ | |
| CASE # 24T0692A | NAME: GARCIA, EDGAR ALFONSO | | TICKET # TXC241663103 | BALANCE: 131.00 | |

| | | | | |
|--------------------------|---|----------|---------------------------|-------|
| Cash | - | \$100.00 | MONETARY | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 |
| FINE | | 19.00 | | 0.00 |

| | | | | | |
|-----------------|-----------------------------|---------|-----------------------|-----------------|--|
| RCPT# 108296 | 08/29/2024 | 04:45pm | \$100.00 | LHERNANDEZ | |
| CASE # 24T0693A | NAME: GARCIA, EDGAR ALFONSO | | TICKET # TXC241663103 | BALANCE: 271.00 | |

| | | | | | |
|--------------------------|---|----------|---------------------------|-------|--|
| Cash | - | \$100.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 19.00 | | 0.00 | |

RCPT# 108297 08/29/2024 04:46pm \$100.00 LHERNANDEZ
CASE # 24T0694A NAME: GARCIA, EDGAR ALFONSO TICKET # TXC241663103 BALANCE: 84.00

| | | | | | |
|--------------------------|---|----------|---------------------------|-------|--|
| Cash | - | \$100.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | 62.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 19.00 | | 0.00 | |

RCPT# 108298 08/30/2024 09:05am \$100.00 LHERNANDEZ
CASE # 24T0246A NAME: WALKER, DEWEY DOUGLAS TICKET # 57618 BALANCE: 294.20

| | | | | | |
|--------------------------|---|----------|---------------------------|-------|--|
| Credit Card | - | \$100.00 | MONETARY | | |
| AFSO | | 2.19 | Consolidated Court Cost - | 27.12 | |
| Courthouse Security Fund | | 2.14 | TPDF 2019 \$5 | 2.19 | |
| Justice Court Tech - \$4 | | 1.75 | Court Jury Fund - \$0.10 | 0.05 | |
| TIME PAYMENT FEE 2020 | | 6.56 | OMNI CO 2020 | 1.75 | |
| OMNI DTO 2020 | | 2.63 | 30% LINEBARGER FEE | 51.71 | |
| TRANS. FEE | | 1.91 | | 0.00 | |

RCPT# 108299 08/30/2024 09:10am \$159.00 LHERNANDEZ
CASE # 24T0635A NAME: SMITH, RODRICUS CURTIAL TICKET # TXC241533990 BALANCE: 0.00

| | | | | | |
|---------------------------|---|----------|---------------------------|-------|--|
| Credit Card | - | \$159.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 25.00 | | 0.00 | |

RCPT# 108300 08/30/2024 09:11am \$399.10 LHERNANDEZ
CASE # 23T0437A NAME: PHILLIPS, JESSE ANDREW TICKET # 56688 BALANCE: 0.00

| | | | | | |
|---------------------------|---|----------|---------------------------|-------|--|
| Credit Card | - | \$399.10 | MONETARY | | |
| AFSO | | 5.00 | State Traffic Fine - \$50 | 50.00 | |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | 3.00 | |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | 5.00 | |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | 0.10 | |
| FINE | | 148.00 | TIME PAYMENT FEE 2020 | 15.00 | |
| OMNI CO 2020 | | 4.00 | OMNI DTO 2020 | 6.00 | |
| 30% LINEBARGER FEE | | 92.10 | | 0.00 | |

RCPT# 108301 08/30/2024 10:05am \$144.00 GHOUSTON
CASE # LT240267A NAME: DRESKO INVESTMENTS, INC, vs. CARRILLO, ENRIQUE MONT

| | | | | | |
|---------------------------|---|----------|---------------------------|-------|--|
| Check | - | \$144.00 | MONETARY | | |
| STATE CONSOLIDATED CIVIL | | 21.00 | JUSTICE COURT SUPPORT FUN | 25.00 | |
| COUNTY DISPUTE RESOLUTION | | 5.00 | LANGUAGE ACCESS FUND | 3.00 | |
| CONSTABLE PCT 1 | | 90.00 | | 0.00 | |

RCPT# 108302 08/30/2024 11:30am \$180.00 LHERNANDEZ
CASE # LT240237A NAME: CAMILLO ML 2022 DD-SFR LLC, vs. MOREHEAD, AMINA MON

| | | | | | |
|--------------------|---|----------|-------------------|------|--|
| Check | - | \$180.00 | MONETARY | | |
| WRIT CONST. PCT. 1 | | 175.00 | Transaction Admin | 5.00 | |

RCPT# 108303 08/30/2024 11:32am \$180.00 LHERNANDEZ
CASE # LT240236A NAME: CAMILLO ML 2022 DD-SFR LLC, vs. DIXON, TERESA ANN

Check - \$180.00 MONETARY
WRIT CONST. PCT. 1 175.00 Transaction Admin 5.00

RCPT# 108304 08/30/2024 11:34am \$180.00 LHERNANDEZ
CASE # LT240230A NAME: CAMILLO PROPERTIES, LTD, vs. JOHNSON, LATORYA YVETT

Check - \$180.00 MONETARY
WRIT CONST. PCT. 1 175.00 Transaction Admin 5.00

RCPT# 108305 08/30/2024 12:49pm \$100.00 GHOUSTON
CASE # 24T0574A NAME: STEPHENS, JAYLEN DONTAYE TICKET # TXC241622658 BALANCE: 84.00

Cash - \$100.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 19.00 0.00

RCPT# 108306 08/30/2024 01:10pm \$144.00 GHOUSTON
CASE # SC240043A NAME: VELIZ, KATHRYN vs. HOLUBAR, BLAINE THOMAS

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108307 08/30/2024 02:10pm \$159.00 GHOUSTON
CASE # 24T1133A NAME: MORA POMARES, ILIA RODOLFO TICKET # TX6WSA9DSU6N BALANCE: 0.00

Money Order - \$159.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 25.00 0.00

RCPT# 108308 08/30/2024 02:10pm \$229.00 GHOUSTON
CASE # 24T1134A NAME: MORA POMARES, ILIA RODOLFO TICKET # TX6WSA9DSU6N BALANCE: 0.00

Money Order - \$229.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00 0.00

RCPT# 108309 08/30/2024 02:18pm \$144.00 LHERNANDEZ
CASE # LT240268A NAME: QUEVEDO, JOSE L vs. FRANKLIN, CASSIE

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 0.00

RCPT# 108310 08/30/2024 03:01pm \$182.00 LHERNANDEZ
CASE # 23T1062A NAME: SENTER, BARBARA J TICKET # TXC231378911 BALANCE: 0.00

Cash - \$182.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
DEFERRED FINE 48.00 0.00

RCPT# 108311 08/30/2024 03:22pm \$140.00 GHOUSTON

CASE # 24T1201A NAME: SANCHEZ,MARTIN JR TICKET # TXC241803668 BALANCE: 368.00

| | | | | | |
|---------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$140.00 | MONETARY | | |
| AFDPS | | 1.27 | State Traffic Fine - \$50 | | 12.69 |
| Consolidated Court Cost - | | 15.73 | Trans Fine - \$3 | | 0.76 |
| Courthouse Security Fund | | 1.24 | TPDF 2019 \$5 | | 1.27 |
| Justice Court Tech - \$4 | | 1.01 | Court Jury Fund - \$0.10 | | 0.03 |
| FINE | | 104.00 | TRANS. FEE | | 2.00 |

RCPT# 108312 08/30/2024 03:39pm \$180.00 LHERNANDEZ

CASE # LT240218A NAME: JAMES AND JUDY CRYER, vs. FLORES,ANA

| | | | | | |
|--------------------|---|----------|-------------------|--|------|
| Check | - | \$180.00 | MONETARY | | |
| WRIT CONST. PCT. 1 | | 175.00 | Transaction Admin | | 5.00 |

RCPT# 108313 08/30/2024 03:45pm \$182.00 LHERNANDEZ

CASE # 24T1195A NAME: GUERRERO GODINEZ,ABEL TICKET # TXC241846481 BALANCE: 0.00

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$182.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 101.00 | | | 0.00 |

RCPT# 108314 08/30/2024 03:46pm \$369.00 LHERNANDEZ

CASE # 24T1196A NAME: GUERRERO GODINEZ,ABEL TICKET # TXC241846481 BALANCE: 0.00

| | | | | | |
|--------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$369.00 | MONETARY | | |
| AFDPS | | 5.00 | Consolidated Court Cost - | | 62.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 288.00 | | | 0.00 |

RCPT# 108315 08/30/2024 03:46pm \$159.00 LHERNANDEZ

CASE # 24T1197A NAME: GUERRERO GODINEZ,ABEL TICKET # TXC241846481 BALANCE: 0.00

| | | | | | |
|---------------------------|---|----------|---------------------------|--|-------|
| Cash | - | \$159.00 | MONETARY | | |
| AFDPS | | 5.00 | State Traffic Fine - \$50 | | 50.00 |
| Consolidated Court Cost - | | 62.00 | Trans Fine - \$3 | | 3.00 |
| Courthouse Security Fund | | 4.90 | TPDF 2019 \$5 | | 5.00 |
| Justice Court Tech - \$4 | | 4.00 | Court Jury Fund - \$0.10 | | 0.10 |
| FINE | | 25.00 | | | 0.00 |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| FEE | GL# | TOTAL | MONEY | CREDIT | MON/CREC | NON-MONEY | RETAINED | DISBURSED |
|-------------------------------|-----|----------|---------|----------|----------|-----------|----------|-----------|
| CRIMINAL DISTRIBUTIONS | | | | | | | | |
| 30% LINEBARGER FEE | | 2133.95 | 307.14 | 1826.81 | 2133.95 | 0.00 | 2133.95 | 0.00 |
| Consolidated Court Cost - | | 7426.62 | 2501.50 | 3747.12 | 6248.62 | 1178.00 | 624.86 | 5623.76 |
| OMNI-DPS | | 160.00 | 20.00 | 140.00 | 160.00 | 0.00 | 0.00 | 160.00 |
| CCC Prior 2019 \$40 | | 360.00 | 40.00 | 320.00 | 360.00 | 0.00 | 360.00 | 0.00 |
| JSF | | 52.00 | 6.00 | 46.00 | 52.00 | 0.00 | 5.20 | 46.80 |
| JURY REIMB FEE | | 36.00 | 4.00 | 32.00 | 36.00 | 0.00 | 3.60 | 32.40 |
| Indigent Defense Fund | | 14.00 | 0.00 | 14.00 | 14.00 | 0.00 | 1.40 | 12.60 |
| Indigent Defense Fund 09/ | | 6.00 | 6.00 | 0.00 | 6.00 | 0.00 | 0.30 | 5.70 |
| State Traffic Fine - \$50 | | 2812.69 | 912.69 | 1600.00 | 2512.69 | 300.00 | 100.51 | 2412.18 |
| STF | | 180.00 | 30.00 | 150.00 | 180.00 | 0.00 | 9.00 | 171.00 |
| MOVING VIOLATION STATE FE | | 0.60 | 0.10 | 0.50 | 0.60 | 0.00 | 0.06 | 0.54 |
| TPDF Prior to 2019 | | 14.00 | 0.00 | 14.00 | 14.00 | 0.00 | 0.00 | 14.00 |
| TIME PAY-STATE | | 225.00 | 25.00 | 200.00 | 225.00 | 0.00 | 112.50 | 112.50 |
| AFDPS | | 521.27 | 166.27 | 275.00 | 441.27 | 80.00 | 353.02 | 88.25 |
| SEATBELT 50% | | 9.00 | 9.00 | 0.00 | 9.00 | 0.00 | 0.00 | 9.00 |
| AFSO | | 117.66 | 40.47 | 62.19 | 102.66 | 15.00 | 82.13 | 20.53 |
| OMNI-DTO | | 48.00 | 6.00 | 42.00 | 48.00 | 0.00 | 48.00 | 0.00 |
| OMNI DTO 2020 | | 57.18 | 6.55 | 50.63 | 57.18 | 0.00 | 57.18 | 0.00 |
| DEFERRED FINE | | 466.00 | 293.00 | 173.00 | 466.00 | 0.00 | 466.00 | 0.00 |
| T.F.C | | 24.00 | 3.00 | 21.00 | 24.00 | 0.00 | 24.00 | 0.00 |
| Trans Fine - \$3 | | 168.76 | 54.76 | 96.00 | 150.76 | 18.00 | 150.76 | 0.00 |
| OMNI-COUNTY | | 32.00 | 4.00 | 28.00 | 32.00 | 0.00 | 32.00 | 0.00 |
| OMNI CO 2020 | | 38.13 | 4.38 | 33.75 | 38.13 | 0.00 | 38.13 | 0.00 |
| FINE | | 15206.40 | 3512.90 | 9234.50 | 12747.40 | 2459.00 | 12747.40 | 0.00 |
| TIME PAYMENT FEE 2020 | | 172.95 | 31.39 | 141.56 | 172.95 | 0.00 | 172.95 | 0.00 |
| TRANS. FEE | | 37.91 | 10.00 | 23.91 | 33.91 | 4.00 | 33.91 | 0.00 |
| DEFENSIVE DRIVING SCHOOL | | 20.00 | 20.00 | 0.00 | 20.00 | 0.00 | 20.00 | 0.00 |
| DISMISSAL FINE 20.00 | | 320.00 | 300.00 | 20.00 | 320.00 | 0.00 | 320.00 | 0.00 |
| AFCO1 | | 5.00 | 0.00 | 5.00 | 5.00 | 0.00 | 5.00 | 0.00 |
| WCON1 | | 100.00 | 0.00 | 100.00 | 100.00 | 0.00 | 100.00 | 0.00 |
| JPTech | | 36.00 | 4.00 | 32.00 | 36.00 | 0.00 | 36.00 | 0.00 |
| Justice Court Tech - \$4 | | 479.14 | 161.39 | 241.75 | 403.14 | 76.00 | 403.14 | 0.00 |
| Court Jury Fund - \$0.10 | | 11.98 | 4.03 | 6.05 | 10.08 | 1.90 | 10.08 | 0.00 |
| C.H.S. | | 36.00 | 4.00 | 32.00 | 36.00 | 0.00 | 36.00 | 0.00 |
| Courthouse Security Fund | | 586.94 | 197.70 | 296.14 | 493.84 | 93.10 | 493.84 | 0.00 |
| TPDF 2019 \$5 | | 598.92 | 201.73 | 302.19 | 503.92 | 95.00 | 503.92 | 0.00 |
| | | 32514.10 | 8887.00 | 19307.10 | 28194.10 | 4320.00 | 19484.84 | 8709.26 |
| CIVIL DISTRIBUTIONS | | | | | | | | |
| COUNTY DISPUTE RESOLUTION | | 545.00 | 545.00 | 0.00 | 545.00 | 0.00 | 545.00 | 0.00 |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| STATE CONSOLIDATED CIVIL | 001-0000-270000 | 2289.00 | 2289.00 | 0.00 | 2289.00 | 0.00 | 2289.00 | 0.00 | 2289.00 |
|-------------------------------|-----------------|-----------------|-----------------|-------------|-----------------|---------------|-----------------|-------------|----------------|
| ABJUD | 001-0510-400970 | 5.00 | 5.00 | 0.00 | 5.00 | 0.00 | 5.00 | 0.00 | 5.00 |
| Transaction Admin | 001-0510-400970 | 60.00 | 60.00 | 0.00 | 60.00 | 0.00 | 60.00 | 0.00 | 60.00 |
| JUSTICE COURT SUPPORT FUN | 001-0510-471000 | 2725.00 | 2725.00 | 0.00 | 2725.00 | 0.00 | 2725.00 | 0.00 | 2725.00 |
| CONSTABLE PCT 1 | 001-0611-400150 | 4770.00 | 4770.00 | 0.00 | 4770.00 | 0.00 | 4770.00 | 0.00 | 4770.00 |
| WRIT CONST. PCT. 1 | 001-0611-400150 | 2100.00 | 2100.00 | 0.00 | 2100.00 | 0.00 | 2100.00 | 0.00 | 2100.00 |
| CONSTABLE PRECINCT 2 | 001-0612-400150 | 90.00 | 90.00 | 0.00 | 90.00 | 0.00 | 90.00 | 0.00 | 90.00 |
| JURY FEE | 017-0917-406080 | 22.00 | 22.00 | 0.00 | 22.00 | 0.00 | 22.00 | 0.00 | 22.00 |
| LANGUAGE ACCESS FUND | 131-0131-407510 | 327.00 | 327.00 | 0.00 | 327.00 | 0.00 | 327.00 | 0.00 | 327.00 |
| | | <u>12933.00</u> | <u>12933.00</u> | <u>0.00</u> | <u>12933.00</u> | <u>0.00</u> | <u>10644.00</u> | <u>0.00</u> | <u>2289.00</u> |
| JUVENILE DISTRIBUTIONS | | | | | | | | | |
| Consolidated Court Cost - | 001-0000-280100 | 62.00 | 0.00 | 0.00 | 0.00 | 62.00 | 0.00 | 0.00 | 0.00 |
| State Traffic Fine - \$50 | 001-0000-280200 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 |
| AFDPS | 001-0000-280380 | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 |
| Trans Fine - \$3 | 001-0510-400180 | 3.00 | 0.00 | 0.00 | 0.00 | 3.00 | 0.00 | 0.00 | 0.00 |
| FINE | 001-0510-400410 | 48.00 | 0.00 | 0.00 | 0.00 | 48.00 | 0.00 | 0.00 | 0.00 |
| Justice Court Tech - \$4 | 015-0915-400810 | 4.00 | 0.00 | 0.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 |
| Court Jury Fund - \$0.10 | 017-0917-400810 | 0.10 | 0.00 | 0.00 | 0.00 | 0.10 | 0.00 | 0.00 | 0.00 |
| Courthouse Security Fund | 033-0933-406210 | 4.90 | 0.00 | 0.00 | 0.00 | 4.90 | 0.00 | 0.00 | 0.00 |
| TPDF 2019 \$5 | 061-0961-400810 | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 |
| | | <u>182.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>182.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |

SUMMARY BREAKDOWN

| | |
|--------------------|------------------|
| CASH | 10550.20 |
| CREDIT CARD | 19307.10 |
| CHECK | 8568.00 |
| MONEY ORDER | 2701.80 |
| NON-MONETARY | 4502.00 |
| TOTAL MONETARY | 41127.10 |
| TOTAL NON-MONETARY | 4502.00 |
| TOTAL AMOUNT | 45629.10 |
| RECEIPT NO. | 108036 TO 108315 |

LESS CREDIT CARD 21820.00

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| Receipt ID | Case Description | Date | Category | Amount | Sub-Category | Case Type | Amount | Case Type | Amount | Case Type |
|------------|---|------------|-----------|--------|--------------|-----------|----------|-----------|-----------|-----------|
| 108057 | DC240448A UHG I LLC, vs ASBILL, LARRY Check | 08/02/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 54.00 |
| 108058 | LT240243A CLASEN, SHAWN vs PRATT, MURLIN Cash | 08/05/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 90.00 |
| 108059 | 24T1144A RAMOS, ALFONZO Credit Card | 08/05/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 4.90 |
| | | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 79.00 |
| 108060 | 24T1210A JEFFRIES, TORI NICOLE Credit Card | 08/05/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 4.00 |
| | | | CJF-2019 | 0.10 | FINE | 148.00 | | | | 229.00 |
| 108061 | 24T0440A QUIRINO, JORGE DANIEL Credit Card | 08/05/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 4.90 |
| | | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 116.00 |
| 108062 | 24T1108A JURNEY, BRIANNA MARIE Credit Card | 08/05/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 4.00 |
| | | | CJF-2019 | 0.10 | FINE | 101.00 | | | | 182.00 |
| 108063 | 24T0988A GERARDO ARTURO, MEZA Credit Card | 08/05/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 4.00 |
| | | | CJF-2019 | 0.10 | FINE | 101.00 | | | | 182.00 |
| 108064 | 24T0676A SALINAS, JONATHAN CRISTIAN Credit Card | 08/05/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 4.90 |
| | | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 50.00 |
| 108065 | DC240449A VELOCITY INVESTMENTS, LLC, vs Check | 08/05/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 54.00 |
| 108066 | SC240035A CALDWELL, RONNY vs Cash | 08/05/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 90.00 |
| | | | PI | 90.00 | | | | | | 234.00 |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| | | | | | | | | | | | | | |
|--------|---|------------|--------------------------|----------------------|-------------------------------|-----------------------|-----------------------------------|-------------------------|------------------------|----------------|--------------------|---------------|--------|
| 108087 | 20T5150A SMITH,JUSTUS JAMAL Credit Card | 08/07/2024 | AFSO TPDF-2019 OCO | 5.00 5.00 4.00 | STF-2019 JPTF-2019 ODTO | 50.00 4.00 6.00 | CCC-2019 CJF-2019 30% LINEB | 62.00 0.10 188.70 | TFC-2019 FINE | 3.00 470.00 | CHS-2019 TP2020 | 4.90 15.00 | 817.70 |
| 108088 | 24T1145A JORDAN,ALEXANDRIA DANIELLE-FAY Credit Card | 08/07/2024 | AFDPS CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 288.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 369.00 |
| 108089 | 24T0876A NINO,RICARDO JOSE Credit Card | 08/07/2024 | AFSO CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 123.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 204.00 |
| 108090 | 24T0888A VASQUEZ,MARICELA Credit Card | 08/07/2024 | AFSO CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 101.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 182.00 |
| 108091 | 24T0727A CLARK,JOSEPH KOHFI Credit Card | 08/07/2024 | AFDPS CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 200.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 281.00 |
| 108092 | 24T1079A PENA,VICTOR MANUEL Cash | 08/07/2024 | AFSO TPDF-2019 | 5.00 5.00 | STF-2019 JPTF-2019 | 50.00 4.00 | CCC-2019 CJF-2019 | 62.00 0.10 | TFC-2019 FINE | 3.00 148.00 | CHS-2019 | 4.90 | 282.00 |
| 108093 | DC240454A TD BANK USA, N.A., vs STONE,HE Check | 08/07/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108094 | 23T0007A ORTIZ,DEVON Cash | 08/07/2024 | AFSO CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 288.00 | CHS-2019 TP2020 | 4.90 15.00 | TPDF-2019 30% LINEB | 5.00 118.20 | JPTF-2019 | 4.00 | 502.20 |
| 108095 | LT240246A BROWN & SIMMONS PROPERTIES LLC Check | 08/07/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | PI | 90.00 | 144.00 |
| 108096 | LT240247A | 08/07/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | PI | 90.00 | 234.00 |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| PORTFOLIO RECOVERY ASSOCIATES, | | | | | | | | | | | | | |
|--------------------------------|--|------------|-------|-------|----------|-------|----------|-------|-----------|------|-----------|-------|--------|
| Check | | | | | | | | | | | | | |
| 108127 | DC240464A | 08/13/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 5.00 | 3.00 | 54.00 | |
| | SYNCHRONY BANK, vs BARRICK,COL Check | | | | | | | | | | | | |
| 108128 | DC240465A | 08/13/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 5.00 | 3.00 | 54.00 | |
| | PORTFOLIO RECOVERY ASSOCIATES, Check | | | | | | | | | | | | |
| 108129 | SC240039A | 08/13/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 5.00 | 3.00 | 90.00 | 144.00 |
| | MCNAMEE,SIERRA NICOLE vs EDWAR Cash | | | | | | | | | | | | |
| 108130 | 24T1181A | 08/14/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 282.00 |
| | MELENDIZ GONZALEZ,YOSLAY Credit Card | | | | | | | | | | | | |
| 108131 | LT240251A | 08/14/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 5.00 | 3.00 | 90.00 | 144.00 |
| | FAN,MINGYING vs Cash | | | | | | | | | | | | |
| 108132 | SC240040A | 08/14/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 5.00 | 3.00 | 90.00 | 144.00 |
| | TOWER LOAN, vs SALMON,MONEY Check | | | | | | | | | | | | |
| 108133 | 20T5752A | 08/15/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 464.10 |
| | TOMPKINS,DUSTIN MICHAEL WAYNE Credit Card | | | | | | | | | | | | |
| 108134 | 20T5753A | 08/15/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 256.10 |
| | TOMPKINS,DUSTIN MICHAEL WAYNE Credit Card | | | | | | | | | | | | |
| 108135 | 20T5754A | 08/15/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 200.20 |
| | TOMPKINS,DUSTIN MICHAEL WAYNE Credit Card | | | | | | | | | | | | |
| 108136 | 24T1228A | 08/15/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 159.00 |
| | ORTIZ,ERIK Credit Card | | | | | | | | | | | | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| Case No. | Case Description | Case Date | Case Type | Case Code | Case Amount |
|---------------------------------------|------------------|------------|-----------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|
| CLASEN, SHAWN vs PRATT, MURLIN | | | | | | | | | | | | | |
| Cash | | | | | | | | | | | | | |
| 108155 | DC240466A | 08/16/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 54.00 | | |
| PORTFOLIO RECOVERY ASSOCIATES, Check | | | | | | | | | | | | | |
| 108156 | DC240467A | 08/16/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 54.00 | | |
| LVNV FUNDING, LLC, vs CAMPOS, A Check | | | | | | | | | | | | | |
| 108157 | DC240468A | 08/16/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 54.00 | | |
| RESURGENT RECEIVABLES LLC, vs Check | | | | | | | | | | | | | |
| 108158 | LT240253A | 08/16/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 90.00 | PI | 234.00 |
| SILVERTON, LTD DBA SILVERTON V Check | | | | | | | | | | | | | |
| 108159 | DC240469A | 08/16/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 54.00 | | |
| LVNV FUNDING, LLC, vs SANTAOLA Check | | | | | | | | | | | | | |
| 108160 | DC240470A | 08/16/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 54.00 | | |
| LVNV FUNDING, LLC, vs BATES, CR Check | | | | | | | | | | | | | |
| 108161 | DC240471A | 08/16/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 54.00 | | |
| CAVALRY SPV I, LLC, AS ASSIGNE Check | | | | | | | | | | | | | |
| 108162 | 24T0391A | 08/16/2024 | AFSO | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | 4.00 | JPTF-2019 | 100.00 |
| GARCIA GARCIA, NAHUM BELEM Cash | | | | | | | | | | | | | |
| 108163 | LT240254A | 08/19/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | 90.00 | PI | 234.00 |
| TAH TEXAS SERVICES, LLC/DBA TR Check | | | | | | | | | | | | | |
| 108164 | 24T1092A | 08/19/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | 4.00 | JPTF-2019 | 226.00 |
| ORDAZ ZAMORA, JUVENCIO Credit Card | | | | | | | | | | | | | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| | | | | | | | | | | | | | |
|--------|---------------------------|------------|-----------|--------|-----------|--------|-----------|-------|-----------|--------|-----------|-------|--------|
| 108165 | 24T1226A | 08/19/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 204.00 |
| | LLERENA CASTANEDA, ABEL | | CJF-2019 | 0.10 | FINE | 123.00 | | | | | | | |
| | Credit Card | | | | | | | | | | | | |
| 108166 | 24T1224A | 08/19/2024 | AFSO | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 159.00 |
| | LOYD, COLTON WAYNE | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 25.00 | | | |
| | Credit Card | | | | | | | | | | | | |
| 108167 | 24T1225A | 08/19/2024 | AFSO | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 229.00 |
| | LOYD, COLTON WAYNE | | CJF-2019 | 0.10 | FINE | 148.00 | | | | | | | |
| | Credit Card | | | | | | | | | | | | |
| 108168 | 24T1123A | 08/19/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 213.00 |
| | CORNELIUS, BRENT DAVIS | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 79.00 | | | |
| | Credit Card | | | | | | | | | | | | |
| 108169 | 24T1178A | 08/19/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 282.00 |
| | STUART, ROXANNE RODRIGUEZ | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 148.00 | | | |
| | Credit Card | | | | | | | | | | | | |
| 108170 | 18T2711A | 08/19/2024 | AFDPS | 5.00 | C.H.S. | 4.00 | TRANS. FE | 2.00 | JPTTECH | 4.00 | CCC Prior | 40.00 | 341.00 |
| | VERMILLION, BROOKS ALLEN | | JSF | 6.00 | JURY REIM | 4.00 | T.F.C | 3.00 | IDF | 2.00 | TPDF | 2.00 | |
| | Credit Card | | FINE | 148.00 | 30% LINEB | 66.00 | TIME PAY- | 25.00 | OMNI-DPS | 20.00 | OMNI-DTO | 6.00 | |
| | OMNI-COUN | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 108171 | 24T1177A | 08/19/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 182.00 |
| | MUNOZ, CIPRIANO | | CJF-2019 | 0.10 | FINE | 101.00 | | | | | | | |
| | Money Order | | | | | | | | | | | | |
| 108172 | 24T1273A | 08/19/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 229.00 |
| | PAYNE, TAYLOR WADE | | CJF-2019 | 0.10 | FINE | 148.00 | | | | | | | |
| | Dismissal | | | | | | | | | | | | |
| 108173 | 24T1273A | 08/19/2024 | DIS20 | 20.00 | | 20.00 | | | | | | | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| HOLLOWAY, GEORGE ZAE'QUAN | | | | | | | | | | | | | |
|---------------------------|---------------------------------|------------|-----------|-------|-----------|--------|-----------|--------|-----------|-------|-----------|-------|--------|
| Cash | | | | | | | | | | | | | |
| 108204 | 24T1303A | 08/21/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 182.00 |
| | SAAVEDRA, MARIA DE | | CJF-2019 | 0.10 | FINE | 101.00 | | | | | | | |
| | Credit Card | | | | | | | | | | | | |
| 108205 | 16T6819A | 08/21/2024 | AFDPS | 5.00 | C.H.S. | 4.00 | TRANS. FE | 2.00 | JPTECH | 4.00 | CCC Prior | 40.00 | 227.50 |
| | RADBIL, NOAH DANIEL | | JSF | 6.00 | JURY REIM | 4.00 | T.F.C | 3.00 | IDF | 2.00 | TPDF | 2.00 | |
| | Credit Card | | FINE | 48.00 | OMNI-DPS | 20.00 | OMNI-DTO | 6.00 | OMNI-COUN | 4.00 | TIME PAY- | 25.00 | |
| | 30% LINEB 52.50 | | | | | | | | | | | | |
| 108206 | 16T6820A | 08/21/2024 | AFDPS | 5.00 | T.F.C | 3.00 | C.H.S. | 4.00 | TRANS. FE | 2.00 | JPTECH | 4.00 | 656.50 |
| | RADBIL, NOAH DANIEL | | STF | 30.00 | CCC Prior | 40.00 | JSF | 6.00 | JURY REIM | 4.00 | IDF | 2.00 | |
| | Credit Card | | MVF | 0.10 | TPDF | 2.00 | FINE | 347.90 | OMNI-DPS | 20.00 | OMNI-DTO | 6.00 | |
| | OMNI-COUN 4.00 | | TIME PAY- | 25.00 | 30% LINEB | 151.50 | | | | | | | |
| 108207 | 24T0463A | 08/21/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 326.30 |
| | CIMINO, ANTHONY STONE | | CJF-2019 | 0.10 | FINE | 145.00 | TP2020 | 15.00 | OCO | 4.00 | ODTO | 6.00 | |
| | Credit Card | | 30% LINEB | 75.30 | | | | | | | | | |
| 108208 | 24T1152A | 08/21/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 182.00 |
| | SALAZAR, SILVANO | | CJF-2019 | 0.10 | FINE | 101.00 | | | | | | | |
| | Cash | | | | | | | | | | | | |
| 108209 | DC240482A | 08/21/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| | AUTOVEST, L.L.C., vs | | | | | | | | | | | | |
| | Check | | | | | | | | | | | | |
| 108210 | DC240483A | 08/21/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| | ACCELERATED INVENTORY MANAGEMEN | | | | | | | | | | | | |
| | Check | | | | | | | | | | | | |
| 108211 | DC240484A | 08/21/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| | LVNV FUNDING LLC, vs CHARDON, A | | | | | | | | | | | | |
| | Check | | | | | | | | | | | | |
| 108212 | DC240485A | 08/21/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| Receipt # | Customer | Date | Category | GL Code | Amount | Case Type | Receipt # | Category | GL Code | Amount | Case Type |
|----------------|--------------------------------|------------|-----------|-----------|--------|-----------|-----------|----------|-----------|--------|-----------|
| CORTES, BRENDA | | | | | | | | | | | |
| Credit Card | | | | | | | | | | | |
| 108223 | LT240260A | 08/22/2024 | SCCF | CJF-2019 | 0.10 | FINE | 101.00 | | | | |
| | ENNIS MHP, LLC, vs | | P1 | | | | | | | | |
| | Money Order | | | | | | | | | | |
| 108224 | 24T1251A | 08/23/2024 | AFDPS | STF-2019 | 5.00 | | 50.00 | CCC-2019 | TFC-2019 | 3.00 | CHS-2019 |
| | ROJAS VILLAFANA, JOSE ALBERTO | | TPDF-2019 | JPTF-2019 | 5.00 | | 4.00 | CJF-2019 | FINE | 25.00 | |
| | Credit Card | | | | | | | | | | |
| 108225 | 24T1252A | 08/23/2024 | AFDPS | CCC-2019 | 5.00 | | 62.00 | CHS-2019 | TPDF-2019 | 5.00 | JPTF-2019 |
| | ROJAS VILLAFANA, JOSE ALBERTO | | CJF-2019 | FINE | 0.10 | | 101.00 | | | | |
| | Credit Card | | | | | | | | | | |
| 108226 | 24T1247A | 08/23/2024 | AFDPS | STF-2019 | 5.00 | | 50.00 | CCC-2019 | TFC-2019 | 3.00 | CHS-2019 |
| | TINAJERO, JOSE FRANCISCO | | TPDF-2019 | JPTF-2019 | 5.00 | | 4.00 | CJF-2019 | FINE | 25.00 | |
| | Credit Card | | | | | | | | | | |
| 108227 | 24T1248A | 08/23/2024 | AFDPS | STF-2019 | 5.00 | | 50.00 | CCC-2019 | TFC-2019 | 3.00 | CHS-2019 |
| | TINAJERO, JOSE FRANCISCO | | TPDF-2019 | JPTF-2019 | 5.00 | | 4.00 | CJF-2019 | FINE | 25.00 | |
| | Credit Card | | | | | | | | | | |
| 108228 | LT240261A | 08/23/2024 | SCCF | JCSF | 21.00 | | 25.00 | CDRF | LGAF | 3.00 | PI |
| | HPA BORROWER 2019-2 LLC, vs | | | | | | | | | | |
| | Check | | | | | | | | | | |
| 108229 | LT240262A | 08/23/2024 | SCCF | JCSF | 21.00 | | 25.00 | CDRF | LGAF | 3.00 | PI |
| | HPA II TEXAS SUB 2020-1 ML LLC | | P1 | | | | | | | | |
| | Check | | | | | | | | | | |
| 108230 | 24T1306A | 08/23/2024 | AFDPS | STF-2019 | 5.00 | | 50.00 | CCC-2019 | TFC-2019 | 3.00 | CHS-2019 |
| | SCHEFFEY, ERIC HESTON | | TPDF-2019 | JPTF-2019 | 5.00 | | 4.00 | CJF-2019 | DSC10 | 10.00 | |
| | Cashier's Check | | | | | | | | | | |
| 108231 | 24T1206A | 08/23/2024 | AFDPS | STF-2019 | 5.00 | | 50.00 | CCC-2019 | TFC-2019 | 3.00 | CHS-2019 |
| | VAZQUEZ, GERMAN | | TPDF-2019 | JPTF-2019 | 5.00 | | 4.00 | CJF-2019 | FINE | 48.00 | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| Receipt # | Account # | Date | Name | Category | GL Code | Amount | Sub-Category | GL Code | Amount | Category | GL Code | Amount | | | |
|-----------|-----------|------------|-------------------------------|-------------|-----------|--------|--------------|---------|-----------|----------|-----------|--------|-----------|-------|--------|
| 108232 | 24T1334A | 08/26/2024 | BILLIE, JONATHAN MERRELL | Credit Card | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 369.00 |
| | | | | | CJF-2019 | 0.10 | FINE | 288.00 | | | | | | | |
| 108233 | 24T1345A | 08/26/2024 | DORANTES ESPINO, REY DAVID | Credit Card | AFSO | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 182.00 |
| | | | | | CJF-2019 | 0.10 | FINE | 101.00 | | | | | | | |
| 108234 | 24T0112A | 08/26/2024 | DAVILA, SOPHIA CAROLINA | Credit Card | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 399.10 |
| | | | | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 148.00 | TP2020 | 15.00 | |
| | | | | | OCO | 4.00 | ODTO | 6.00 | 30% LINEB | 92.10 | | | | | |
| 108235 | 24T0602A | 08/26/2024 | LOCKHART, JORDAN DAJAE | Credit Card | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 234.00 |
| | | | | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 100.00 | | | |
| 108236 | 24T0109A | 08/26/2024 | COOPER, CURT RYAN | Credit Card | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 330.20 |
| | | | | | CJF-2019 | 0.10 | FINE | 148.00 | TP2020 | 15.00 | OCO | 4.00 | ODTO | 6.00 | |
| | | | | | 30% LINEB | 76.20 | | | | | | | | | |
| 108237 | 24T0819A | 08/26/2024 | LARA, CARLOS DANIEL | Credit Card | FINE | 64.00 | TRANS. FE | 2.00 | | 66.00 | | | | | |
| 108238 | 24T0795A | 08/26/2024 | FOWLER, KTYN C | Cash | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 229.00 |
| | | | | | CJF-2019 | 0.10 | FINE | 148.00 | | | | | | | |
| 108239 | LT240241A | 08/26/2024 | TAH MS BORROWER LLC, vs | Check | WP | 175.00 | CV*40 | 5.00 | | 180.00 | | | | | |
| 108240 | LT240242A | 08/26/2024 | KITCHENS, MATTHEW FRANKLIN vs | Check | WP | 175.00 | CV*40 | 5.00 | | 180.00 | | | | | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| Receipt # | GL Code | Date | Description | Category | Amount | Case Type | Amount | Case Type | Amount | Case Type | | | | |
|-----------|-----------|------------|--|----------|--------|-----------|--------|-----------|--------|-----------|------|----|-------|--------|
| 108241 | LT240263A | 08/26/2024 | CLAY STREET DEVELOPMENT LLC, v Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | P1 | 90.00 | 144.00 |
| 108242 | LT240264A | 08/26/2024 | CLAY STREET DEVELOPMENT LLC, v Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | P1 | 90.00 | 144.00 |
| 108243 | DC240488A | 08/26/2024 | CITIBANK, N.A., vs SERVIN, IGNA Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108244 | DC240489A | 08/26/2024 | CITIBANK, N.A., vs PYLE, BRYAN Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108245 | LT240265A | 08/26/2024 | 1ST PREMIER REAL ESTATE, vs RE Cash | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | P1 | 90.00 | 144.00 |
| 108246 | DC240490A | 08/26/2024 | ABSOLUTE RESOLUTIONS INVESTMEN Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108247 | DC240491A | 08/26/2024 | LVNV FUNDING, LLC, vs NIEDERT, Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108248 | DC240492A | 08/26/2024 | FORD MOTOR CREDIT COMPANY LLC, Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108249 | DC240493A | 08/26/2024 | NCB MANAGEMENT SERVICES, INC, Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108250 | DC240494A | 08/26/2024 | MIDLAND CREDIT MANAGEMENT, INC Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108251 | DC240495A | 08/26/2024 | PORTFOLIO RECOVERY ASSOCIATES, Check | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108252 | DC240496A | 08/26/2024 | | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

PORTFOLIO RECOVERY ASSOCIATES,

Check

| Case No | Case Description | Date | Category | Amount | Sub-Category | Rate | Code | Rate | Code | Rate | Code | Rate | Code |
|---------|--|------------|-------------------|--------------|-----------------------|-----------------|----------------------|---------------|------------------------|---------------|-----------|-------|--------|
| 108253 | LT240248A PASTOR, MARIBEL vs Cash | 08/27/2024 | WP | 175.00 | CV*40 | 5.00 | | 180.00 | | | | | |
| 108254 | LT240266A ET-3 LP, vs Check | 08/27/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | PI | 90.00 | 144.00 |
| 108255 | 23T0886A REYES SANCHEZ, LENIN JAVIER Credit Card | 08/27/2024 | AFDPS CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 101.00 | CHS-2019 TP2020 | 4.90 15.00 | TPDF-2019 30% LINEB | 5.00 59.10 | JPTF-2019 | 4.00 | 256.10 |
| 108256 | DC240497A MIDLAND CREDIT MANAGMNT, INC, Check | 08/27/2024 | SCCF | 21.00 | JCSF | 25.00 | CDRF | 5.00 | LGAF | 3.00 | | 54.00 | |
| 108257 | 24T1243A ORTIZ, ANTHONY Dismissal | 08/27/2024 | AFDPS CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 101.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 182.00 |
| 108258 | 24T1243A ORTIZ, ANTHONY Cash | 08/27/2024 | DIS20 | 20.00 | | 20.00 | | | | | | | |
| 108259 | 24T1244A ORTIZ, ANTHONY Dismissal | 08/27/2024 | AFDPS CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 148.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 229.00 |
| 108260 | 24T1244A ORTIZ, ANTHONY Cash | 08/27/2024 | DIS20 | 20.00 | | 20.00 | | | | | | | |
| 108261 | 24T1328A FINLEY, JOSHUA TAYLOR Cash | 08/27/2024 | AFSO TPDF-2019 | 5.00 5.00 | STF-2019 JPTF-2019 | 50.00 4.00 | CCC-2019 CJF-2019 | 62.00 0.10 | TFC-2019 DSC10 | 3.00 10.00 | CHS-2019 | 4.90 | 144.00 |
| 108262 | 24T1354A ENGLEDOW, TROY ODELL | 08/27/2024 | AFDPS CJF-2019 | 5.00 0.10 | CCC-2019 FINE | 62.00 148.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 229.00 |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| | | | | | | | | | | | | | |
|--------|------------------------|------------|-----------|--------|-----------|--------|-----------|--------|-----------|-------|-----------|-------|--------|
| 108272 | 24T0649A | 08/28/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 213.00 |
| | MULTHUP, ROBERT ALAN | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 79.00 | | | |
| | Credit Card | | | | | | | | | | | | |
| 108273 | 24T1204A | 08/28/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 229.00 |
| | CLEVELAND, KELSEY LYNN | | CJF-2019 | 0.10 | FINE | 148.00 | | | | | | | |
| | Dismissal | | | | | | | | | | | | |
| 108274 | 24T1204A | 08/28/2024 | DIS20 | 20.00 | | 20.00 | | | | | | | |
| | CLEVELAND, KELSEY LYNN | | | | | | | | | | | | |
| | Cash | | | | | | | | | | | | |
| 108275 | 24T1116A | 08/28/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 229.00 |
| | FERNANDEZ, SAUL CRUZ | | CJF-2019 | 0.10 | FINE | 148.00 | | | | | | | |
| | Cash | | | | | | | | | | | | |
| 108276 | 24T1336A | 08/29/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 182.00 |
| | CASTILLO, SAMUEL | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 48.00 | | | |
| | Credit Card | | | | | | | | | | | | |
| 108277 | 24T1373A | 08/29/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 159.00 |
| | FRENCH, TRAVIS ODEN | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 25.00 | | | |
| | Credit Card | | | | | | | | | | | | |
| 108278 | 23T0816A | 08/29/2024 | FINE | 82.00 | TRANS. FE | 2.00 | | 84.00 | | | | | |
| | TOBAR, CARLOS CRUZ | | | | | | | | | | | | |
| | Cash | | | | | | | | | | | | |
| 108279 | 23T0817A | 08/29/2024 | FINE | 126.00 | TRANS. FE | 2.00 | | 128.00 | | | | | |
| | TOBAR, CARLOS CRUZ | | | | | | | | | | | | |
| | Cash | | | | | | | | | | | | |
| 108280 | 23T0818A | 08/29/2024 | AFDPS | 1.27 | STF-2019 | 12.69 | CCC-2019 | 15.73 | TFC-2019 | 0.76 | CHS-2019 | 1.24 | 115.00 |
| | TOBAR, CARLOS CRUZ | | TPDF-2019 | 1.27 | JPTF-2019 | 1.01 | CJF-2019 | 0.03 | FINE | 79.00 | TRANS. FE | 2.00 | |
| | Cash | | | | | | | | | | | | |
| 108281 | 06T9363A | 08/29/2024 | AFC01 | 5.00 | C.H.S. | 4.00 | TRANS. FE | 2.00 | CCC Prior | 40.00 | JSF | 4.00 | 374.40 |
| | STILES, LINDA SUE | | JURY REIM | 4.00 | JPTTECH | 4.00 | FINE | 100.00 | WCONI | 50.00 | WCONI | 50.00 | |

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00PM

ALL USERS

ALL CASE TYPES

08/01/2024 THRU 08/31/2024

SELECTED BY RECEIPT DATE

| Case No | Client | Date | Category | GL Code | Amount | Case Type | Receipt No | Receipt Date | Receipt Type | Receipt Amount | | | |
|---------|---------------------------|------------|-----------|---------|-----------|-----------|------------|--------------|--------------|----------------|-----------|-------|--------|
| 108292 | ARVIZU MARTINEZ, CLARISSA | 08/29/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 213.00 |
| | Cash | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 79.00 | | | |
| 108293 | TALAVERA CARDOZA, JORGE | 08/29/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 100.00 |
| | Cash | | CJF-2019 | 0.10 | FINE | 19.00 | | | | | | | |
| 108294 | TALAVERA CARDOZA, JORGE | 08/29/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 100.00 |
| | Cash | | CJF-2019 | 0.10 | FINE | 19.00 | | | | | | | |
| 108295 | GARCIA, EDGAR ALFONSO | 08/29/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 100.00 |
| | Cash | | CJF-2019 | 0.10 | FINE | 19.00 | | | | | | | |
| 108296 | GARCIA, EDGAR ALFONSO | 08/29/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 100.00 |
| | Cash | | CJF-2019 | 0.10 | FINE | 19.00 | | | | | | | |
| 108297 | GARCIA, EDGAR ALFONSO | 08/29/2024 | AFDPS | 5.00 | CCC-2019 | 62.00 | CHS-2019 | 4.90 | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | 100.00 |
| | Cash | | CJF-2019 | 0.10 | FINE | 19.00 | | | | | | | |
| 108298 | WALKER, DEWEY DOUGLAS | 08/30/2024 | AFSO | 2.19 | CCC-2019 | 27.12 | CHS-2019 | 2.14 | TPDF-2019 | 2.19 | JPTF-2019 | 1.75 | 100.00 |
| | Credit Card | | CJF-2019 | 0.05 | TP2020 | 6.56 | OCO | 1.75 | ODTO | 2.63 | 30% LINEB | 51.71 | |
| | | | TRANS. FE | 1.91 | | | | | | | | | |
| 108299 | SMITH, RODRIGUS CURTIAL | 08/30/2024 | AFDPS | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 159.00 |
| | Credit Card | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 25.00 | | | |
| 108300 | PHILLIPS, JESSE ANDREW | 08/30/2024 | AFSO | 5.00 | STF-2019 | 50.00 | CCC-2019 | 62.00 | TFC-2019 | 3.00 | CHS-2019 | 4.90 | 399.10 |
| | | | TPDF-2019 | 5.00 | JPTF-2019 | 4.00 | CJF-2019 | 0.10 | FINE | 148.00 | TP2020 | 15.00 | |

DETAIL RECEIPT REPORT FOR
CHRIS MACON, ELLIS JP 1 - RAN ON 09/03/2024 AT 12:00pm
RECEIPT DATE 08/01/2024 to 08/31/2024
SELECTED BY RECEIPT DATE
FOR RECEIPT# 108315 TO 108036

***** SUMMARY *****

MONETARY

| | |
|-----------------|----------|
| Cash | 10550.20 |
| Check | 8370.00 |
| Money Order | 2701.80 |
| Credit Card | 19307.10 |
| Cashier's Check | 198.00 |

TOTAL MONETARY: 41127.10

NON-MONETARY

| | |
|-----------|---------|
| Dismissal | 4502.00 |
|-----------|---------|

TOTAL NON-MONETARY: 4502.00

GRAND TOTAL: 45629.10

| CASE # | RECEIPT # | RCPT DATE | BUSINESS DATE | RCPT AMT | TYPE | REFERENCE | REC ID |
|---|-----------|------------|---------------|----------|------|--------------|--------|
| 24T1083A | 108036 | 08/01/2024 | 08/01/2024 | 332.00 | CA | | 108092 |
| GRAYSON, LORI ANN | | | | | | | |
| LT240235A | 108037 | 08/01/2024 | 08/01/2024 | 324.00 | CA | | 108093 |
| SANCHEZ vs BEAM REAL ESTATE LLC | | | | | | | |
| LT240236A | 108038 | 08/01/2024 | 08/01/2024 | 144.00 | CK | 202098 | 108094 |
| DIXON vs CAMILLO ML 2022 DD-SFR LLC | | | | | | | |
| LT240237A | 108039 | 08/01/2024 | 08/01/2024 | 144.00 | CK | 202099 | 108095 |
| MOREHEAD vs CAMILLO ML 2022 DD-SFR LLC | | | | | | | |
| 24T0664A | 108040 | 08/01/2024 | 08/01/2024 | 300.00 | MO | 51451281450 | 108096 |
| YEAGER, JESSE | | | | | | | |
| LT240238A | 108041 | 08/01/2024 | 08/01/2024 | 144.00 | CK | 202100 | 108097 |
| JONES vs CAMILLO OZ SFR 2019 LLC | | | | | | | |
| DC240437A | 108042 | 08/01/2024 | 08/01/2024 | 54.00 | CK | 50280636 | 108098 |
| PAULY vs CITIBANK, N.A. | | | | | | | |
| DC240438A | 108043 | 08/01/2024 | 08/01/2024 | 54.00 | CK | 50280618 | 108099 |
| WITT vs CITIBANK, N.A. | | | | | | | |
| DC240439A | 108044 | 08/01/2024 | 08/01/2024 | 54.00 | CK | 50280945 | 108100 |
| HILL vs LVNV FUNDING LLC | | | | | | | |
| DC240440A | 108045 | 08/01/2024 | 08/01/2024 | 54.00 | CK | 50280972 | 108101 |
| ODELL vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240441A | 108046 | 08/01/2024 | 08/01/2024 | 54.00 | CK | 50280970 | 108102 |
| MCINTYRE vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240442A | 108047 | 08/01/2024 | 08/01/2024 | 54.00 | CK | 50280808 | 108103 |
| SMITH vs VELOCITY INVESTMENTS, LLC | | | | | | | |
| DC240443A | 108048 | 08/01/2024 | 08/01/2024 | 54.00 | CK | 50280764 | 108104 |
| STOVALL vs VELOCITY INVESTMENTS, LLC | | | | | | | |
| LT240239A | 108049 | 08/02/2024 | 08/02/2024 | 234.00 | CK | 202429 | 108105 |
| BROWN vs SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES | | | | | | | |
| LT240240A | 108050 | 08/02/2024 | 08/02/2024 | 144.00 | CK | 202430 | 108106 |
| ELLIOTT vs SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES | | | | | | | |
| LT240241A | 108051 | 08/02/2024 | 08/02/2024 | 234.00 | CK | 204106 | 108107 |
| DOE vs TAH MS BORROWER LLC | | | | | | | |
| DC240444A | 108052 | 08/02/2024 | 08/02/2024 | 54.00 | CK | 50281153 | 108108 |
| DAVIS vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240445A | 108053 | 08/02/2024 | 08/02/2024 | 54.00 | CK | 50281159 | 108109 |
| AGUIRRE vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240446A | 108054 | 08/02/2024 | 08/02/2024 | 54.00 | CK | 50281160 | 108110 |
| HERNANDES vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240447A | 108055 | 08/02/2024 | 08/02/2024 | 54.00 | CK | 50281401 | 108111 |
| CARTER vs VELOCITY INVESTMENTS LLC ASSIGNEE OF CROSS RIVER BANK | | | | | | | |
| LT240242A | 108056 | 08/02/2024 | 08/02/2024 | 144.00 | CK | 037580 | 108112 |
| BOTELLO vs KITCHENS | | | | | | | |
| DC240448A | 108057 | 08/02/2024 | 08/02/2024 | 54.00 | CK | 010105 | 108113 |
| ASBILL vs UHG I LLC | | | | | | | |
| LT240243A | 108058 | 08/05/2024 | 08/05/2024 | 144.00 | CA | | 108114 |
| PRATT vs CLASEN | | | | | | | |
| 24T1144A | 108059 | 08/05/2024 | 08/05/2024 | 213.00 | CC | 100303509923 | 108115 |
| RAMOS, ALFONZO | | | | | | | |
| 24T1210A | 108060 | 08/05/2024 | 08/05/2024 | 229.00 | CC | 100303570385 | 108116 |
| JEFFRIES, TORI NICOLE | | | | | | | |
| 24T0440A | 108061 | 08/05/2024 | 08/05/2024 | 250.00 | CC | 100303574392 | 108117 |
| QUIRINO, JORGE DANIEL | | | | | | | |
| 24T1108A | 108062 | 08/05/2024 | 08/05/2024 | 182.00 | CC | 100303575648 | 108118 |
| JURNEY, BRIANNA MARIE | | | | | | | |
| 24T0988A | 108063 | 08/05/2024 | 08/05/2024 | 182.00 | CC | 100303612504 | 108119 |
| GERARDO ARTURO, MEZA | | | | | | | |
| 24T0676A | 108064 | 08/05/2024 | 08/05/2024 | 184.00 | CC | 100303626010 | 108120 |
| SALINAS, JONATHAN CRISTIAN | | | | | | | |
| DC240449A | 108065 | 08/05/2024 | 08/05/2024 | 54.00 | CK | 50281653 | 108121 |
| SINGLETON vs VELOCITY INVESTMENTS, LLC | | | | | | | |
| SC240035A | 108066 | 08/05/2024 | 08/05/2024 | 234.00 | CA | | 108122 |
| JUNKIN vs CALDWELL | | | | | | | |
| DC240450A | 108067 | 08/05/2024 | 08/05/2024 | 54.00 | CK | 50281521 | 108123 |
| DIAZ vs BANK OF AMERICA, N.A. | | | | | | | |
| LT240194A | 108068 | 08/05/2024 | 08/05/2024 | 180.00 | CK | 32629 | 108124 |
| ALJANABI vs SEGAVEPO 2 LLC | | | | | | | |

| CASE # | RECEIPT # | RCPT DATE | BUSINESS DATE | RCPT AMT | TYPE | REFERENCE | REC ID |
|--|-----------|------------|---------------|----------|------|--------------|--------|
| 24T1227A | 108069 | 08/06/2024 | 08/06/2024 | 159.00 | DS | | 108125 |
| ORTEGA BARRERA, HUMBERTO J | | | | | | | |
| 24T1227A | 108070 | 08/06/2024 | 08/06/2024 | 20.00 | CA | | 108126 |
| ORTEGA BARRERA, HUMBERTO J | | | | | | | |
| DC240451A | 108071 | 08/06/2024 | 08/06/2024 | 144.00 | CK | 25116 | 108127 |
| ORNELAS vs CENTEX CITIZENS CREDIT UNION | | | | | | | |
| 24T1127A | 108072 | 08/06/2024 | 08/06/2024 | 159.00 | CC | 100303720589 | 108128 |
| GARCIA, BATISTA YULIOR | | | | | | | |
| 19T2974A | 108073 | 08/06/2024 | 08/06/2024 | 798.60 | CC | 100303749463 | 108129 |
| MANUEL, JARVIS DWAYNE | | | | | | | |
| DC240452A | 108074 | 08/06/2024 | 08/06/2024 | 54.00 | CK | 25116 | 108130 |
| BAILEY vs CENTEX CITIZENS CREDIT UNION | | | | | | | |
| 24T1182A | 108075 | 08/06/2024 | 08/06/2024 | 159.00 | DS | | 108131 |
| BECERRIL APOLINAR, ALBERTO | | | | | | | |
| 24T1182A | 108076 | 08/06/2024 | 08/06/2024 | 20.00 | CA | | 108132 |
| BECERRIL APOLINAR, ALBERTO | | | | | | | |
| 24T1183A | 108077 | 08/06/2024 | 08/06/2024 | 152.00 | CA | | 108133 |
| BECERRIL APOLINAR, ALBERTO | | | | | | | |
| DC240453A | 108078 | 08/06/2024 | 08/06/2024 | 144.00 | CK | 25116 | 108134 |
| CASMER vs CENTEX CITIZENS CREDIT UNION | | | | | | | |
| 24T0332A | 108079 | 08/06/2024 | 08/06/2024 | 213.00 | MO | 9633901614 | 108135 |
| SHARRAB, HOSAM DEEN | | | | | | | |
| LT240244A | 108080 | 08/06/2024 | 08/06/2024 | 144.00 | CA | | 108136 |
| HOWELL vs E G APARTMENTS LLC | | | | | | | |
| LT240211A | 108081 | 08/06/2024 | 08/06/2024 | 180.00 | CA | | 108137 |
| RHODES vs YARBROUGH | | | | | | | |
| LT240245A | 108082 | 08/06/2024 | 08/06/2024 | 144.00 | CA | | 108138 |
| CALDERILLA vs ALVAREZ-AVILA | | | | | | | |
| 24T0903A | 108083 | 08/06/2024 | 08/06/2024 | 229.00 | DS | | 108139 |
| LEE, MELISSA MARIE | | | | | | | |
| 24T0903A | 108084 | 08/06/2024 | 08/06/2024 | 20.00 | CA | | 108140 |
| LEE, MELISSA MARIE | | | | | | | |
| SC240037A | 108085 | 08/06/2024 | 08/06/2024 | 144.00 | CA | | 108141 |
| ENNIS DOOR & TRIM (JEREMY SCOTT FRENCH) vs IRONHAUS DOORS, LLC | | | | | | | |
| SC240036A | 108086 | 08/06/2024 | 08/06/2024 | 54.00 | CK | | 108142 |
| PIPEDOCTOR247, LLC vs SANCHEZ | | | | | | | |
| 20T5150A | 108087 | 08/07/2024 | 08/07/2024 | 817.70 | CC | 100303764658 | 108143 |
| SMITH, JUSTUS JAMAL | | | | | | | |
| 24T1145A | 108088 | 08/07/2024 | 08/07/2024 | 369.00 | CC | 100303795798 | 108144 |
| JORDAN, ALEXANDRIA DANIELLE-FAY | | | | | | | |
| 24T0876A | 108089 | 08/07/2024 | 08/07/2024 | 204.00 | CC | 100303799825 | 108145 |
| NINO, RICARDO JOSE | | | | | | | |
| 24T0888A | 108090 | 08/07/2024 | 08/07/2024 | 182.00 | CC | 100303837030 | 108146 |
| VASQUEZ, MARICELA | | | | | | | |
| 24T0727A | 108091 | 08/07/2024 | 08/07/2024 | 281.00 | CC | 100303847038 | 108147 |
| CLARK, JOSEPH KOHFI | | | | | | | |
| 24T1079A | 108092 | 08/07/2024 | 08/07/2024 | 282.00 | CA | | 108148 |
| PENA, VICTOR MANUEL | | | | | | | |
| DC240454A | 108093 | 08/07/2024 | 08/07/2024 | 54.00 | CK | 50282046 | 108149 |
| STONE vs TD BANK USA, N.A. | | | | | | | |
| 23T0007A | 108094 | 08/07/2024 | 08/07/2024 | 502.20 | CA | | 108150 |
| ORTIZ, DEVON | | | | | | | |
| LT240246A | 108095 | 08/07/2024 | 08/07/2024 | 144.00 | CK | 002018 | 108151 |
| DURAN vs BROWN & SIMMONS PROPERTIES LLC | | | | | | | |
| LT240247A | 108096 | 08/07/2024 | 08/07/2024 | 234.00 | CK | 4738 | 108152 |
| BAZE vs YATES | | | | | | | |
| LT240210A | 108097 | 08/08/2024 | 08/08/2024 | 180.00 | MO | 22-052499619 | 108153 |
| JONES vs GRACE TOWNHOMES | | | | | | | |
| LT240248A | 108098 | 08/08/2024 | 08/08/2024 | 234.00 | CA | | 108154 |
| SALAZAR vs PASTOR | | | | | | | |
| 24T0489A | 108099 | 08/09/2024 | 08/09/2024 | 307.00 | CC | 100303950767 | 108155 |
| VILLANUEVA, JOEL | | | | | | | |
| LT240249A | 108100 | 08/09/2024 | 08/09/2024 | 144.00 | CA | | 108156 |
| REED vs 1ST PREMIER REAL ESTATE | | | | | | | |
| DC240455A | 108101 | 08/12/2024 | 08/12/2024 | 54.00 | CK | 281671 | 108157 |
| BALLARD vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |

| CASE # | RECEIPT # | RCPT DATE | BUSINESS DATE | RCPT AMT | TYPE | REFERENCE | REC ID |
|--|-----------|------------|---------------|----------|------|--------------|--------|
| 24T0916A | 108102 | 08/12/2024 | 08/12/2024 | 370.00 | CC | 100304080609 | 108158 |
| YILDIRIM, JANBEK | | | | | | | |
| DC240456A | 108103 | 08/12/2024 | 08/12/2024 | 54.00 | CK | 281850 | 108159 |
| TREJO vs ACCELERATED INVENTORY MANAGEMENT, LLC | | | | | | | |
| 24T0819A | 108104 | 08/12/2024 | 08/12/2024 | 67.00 | CC | 100304126108 | 108160 |
| LARA, CARLOS DANIEL | | | | | | | |
| 24T0400A | 108105 | 08/12/2024 | 08/12/2024 | 182.00 | CC | 100304039202 | 108161 |
| SOTO, NOEL | | | | | | | |
| DC240457A | 108106 | 08/12/2024 | 08/12/2024 | 54.00 | CK | 25153 | 108162 |
| PHILLIPS vs CENTEX CITIZENS CREDIT UNION | | | | | | | |
| 24T0626A | 108107 | 08/12/2024 | 08/12/2024 | 150.00 | DS | | 108163 |
| ZAVARCE DIAZ, BETSY A | | | | | | | |
| SC240038A | 108108 | 08/12/2024 | 08/12/2024 | 54.00 | CA | | 108164 |
| GONZALEZ vs SELPH | | | | | | | |
| 24T1201A | 108109 | 08/12/2024 | 08/12/2024 | 100.00 | CA | | 108165 |
| SANCHEZ, MARTIN JR | | | | | | | |
| 24T0788A | 108110 | 08/13/2024 | 08/13/2024 | 150.00 | DS | | 108166 |
| MANNIL, BYJU | | | | | | | |
| 24T1128A | 108111 | 08/13/2024 | 08/13/2024 | 159.00 | CC | 100304166705 | 108167 |
| WILLIAMS, DAYTON A | | | | | | | |
| 24T1186A | 108112 | 08/13/2024 | 08/13/2024 | 182.00 | CC | 100304195443 | 108168 |
| HERNANDEZ GONZALEZ, RODRIGO | | | | | | | |
| 24T1187A | 108113 | 08/13/2024 | 08/13/2024 | 159.00 | CC | 100304195443 | 108169 |
| HERNANDEZ GONZALEZ, RODRIGO | | | | | | | |
| 24T1120A | 108114 | 08/13/2024 | 08/13/2024 | 182.00 | CC | 100304256819 | 108170 |
| ORTIZ, TRIPP JAMES | | | | | | | |
| 24T1121A | 108115 | 08/13/2024 | 08/13/2024 | 199.00 | CC | 100304256819 | 108171 |
| ORTIZ, TRIPP JAMES | | | | | | | |
| 24J0011A | 108116 | 08/13/2024 | 08/13/2024 | 182.00 | DS | | 108172 |
| STEVENS, BRAEDYN STUART | | | | | | | |
| 24T0672A | 108117 | 08/13/2024 | 08/13/2024 | 369.00 | DS | | 108173 |
| COLMENARES GUERRERO, GABRIEL O | | | | | | | |
| 24T0857A | 108118 | 08/13/2024 | 08/13/2024 | 204.00 | DS | | 108174 |
| RIVERS, VERNARD E | | | | | | | |
| 24T0858A | 108119 | 08/13/2024 | 08/13/2024 | 204.00 | DS | | 108175 |
| RIVERS, VERNARD E | | | | | | | |
| LT240250A | 108120 | 08/13/2024 | 08/13/2024 | 144.00 | CA | | 108176 |
| GARCIA vs HERSCHMANN JR | | | | | | | |
| DC240458A | 108121 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282242 | 108177 |
| CUELLAR vs LVNV FUNDING LLC | | | | | | | |
| DC240459A | 108122 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282651 | 108178 |
| BOTELLO vs PORTFOLIO RECOVERY ASSOCIATES, LLC | | | | | | | |
| DC240460A | 108123 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282361 | 108179 |
| JONES vs LVNV FUNDING LLC | | | | | | | |
| DC240461A | 108124 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282734 | 108180 |
| TAPP vs PORTFOLIO RECOVERY ASSOCIATES, LLC | | | | | | | |
| DC240462A | 108125 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282223 | 108181 |
| MATTIS vs LVNV FUNDING LLC | | | | | | | |
| DC240463A | 108126 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282765 | 108182 |
| DANIELS vs PORTFOLIO RECOVERY ASSOCIATES, LLC | | | | | | | |
| DC240464A | 108127 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282800 | 108183 |
| BARRICK vs SYNCHRONY BANK | | | | | | | |
| DC240465A | 108128 | 08/13/2024 | 08/13/2024 | 54.00 | CK | 50282701 | 108184 |
| CAMPOS vs PORTFOLIO RECOVERY ASSOCIATES, LLC | | | | | | | |
| SC240039A | 108129 | 08/13/2024 | 08/13/2024 | 144.00 | CA | | 108185 |
| EDWARDS vs MCNAMEE | | | | | | | |
| 24T1181A | 108130 | 08/14/2024 | 08/14/2024 | 282.00 | CC | 100304302272 | 108186 |
| MELENDIZ GONZALEZ, YOSLAY | | | | | | | |
| LT240251A | 108131 | 08/14/2024 | 08/14/2024 | 144.00 | CA | | 108187 |
| LANE vs FAN | | | | | | | |
| SC240040A | 108132 | 08/14/2024 | 08/14/2024 | 144.00 | CK | 1221128 | 108188 |
| SALMON vs TOWER LOAN | | | | | | | |
| 20T5752A | 108133 | 08/15/2024 | 08/15/2024 | 464.10 | CC | 100304362404 | 108189 |
| TOMPKINS, DUSTIN MICHAEL WAYNE | | | | | | | |
| 20T5753A | 108134 | 08/15/2024 | 08/15/2024 | 256.10 | CC | 100304362405 | 108190 |
| TOMPKINS, DUSTIN MICHAEL WAYNE | | | | | | | |

| CASE # | RECEIPT # | RCPT DATE | BUSINESS DATE | RCPT AMT | TYPE | REFERENCE | REC ID |
|---|-----------|------------|---------------|----------|------|--------------|--------|
| 20T5754A | 108135 | 08/15/2024 | 08/15/2024 | 200.20 | CC | 100304362406 | 108191 |
| TOMPKINS,DUSTIN MICHAEL WAYNE | | | | | | | |
| 24T1228A | 108136 | 08/15/2024 | 08/15/2024 | 159.00 | CC | 100304388863 | 108192 |
| ORTIZ,ERIK | | | | | | | |
| 17T0027A | 108137 | 08/15/2024 | 08/15/2024 | 815.10 | CC | 100304422973 | 108193 |
| SLOAN,MARCUS GERARD | | | | | | | |
| 17T0028A | 108138 | 08/15/2024 | 08/15/2024 | 396.50 | CC | 100304422977 | 108194 |
| SLOAN,MARCUS GERARD | | | | | | | |
| 24T0941A | 108139 | 08/15/2024 | 08/15/2024 | 307.00 | CC | 100304423954 | 108195 |
| MCCONNELL,GARY DONALD | | | | | | | |
| LT240252A | 108140 | 08/15/2024 | 08/15/2024 | 144.00 | CA | | 108196 |
| HAMBRIC vs SPYGLASS OF ENNIS APARTMENTS | | | | | | | |
| 24T0246A | 108141 | 08/15/2024 | 08/15/2024 | 122.00 | CA | | 108197 |
| WALKER,DEWEY DOUGLAS | | | | | | | |
| 24T0952A | 108142 | 08/15/2024 | 08/15/2024 | 129.00 | CA | | 108198 |
| GAITAN,DANIEL | | | | | | | |
| SC230067A | 108143 | 08/15/2024 | 08/15/2024 | 5.00 | CA | | 108199 |
| BARRERAS vs DAVIS | | | | | | | |
| 24T1322A | 108144 | 08/16/2024 | 08/16/2024 | 182.00 | MO | 4344793893 | 108200 |
| ALVARADO CERDA,YOLANDA | | | | | | | |
| 24T1274A | 108145 | 08/16/2024 | 08/16/2024 | 229.00 | DS | | 108201 |
| KARIM,RAWAD | | | | | | | |
| 24T1274A | 108146 | 08/16/2024 | 08/16/2024 | 20.00 | CA | | 108202 |
| KARIM,RAWAD | | | | | | | |
| 24T0144A | 108147 | 08/16/2024 | 08/16/2024 | 159.00 | CC | 100304440912 | 108203 |
| MARISCAL ALCALA,TEODULO | | | | | | | |
| 24T1237A | 108148 | 08/16/2024 | 08/16/2024 | 229.00 | CC | 100304462008 | 108204 |
| COOPER,DESTINY RAVON DESHA | | | | | | | |
| 24T1238A | 108149 | 08/16/2024 | 08/16/2024 | 369.00 | CC | 100304462008 | 108205 |
| COOPER,DESTINY RAVON DESHA | | | | | | | |
| 24T1300A | 108150 | 08/16/2024 | 08/16/2024 | 232.00 | CC | 100304466532 | 108206 |
| KOTTUKAPPALLIL JOSEPH,JOSEPH | | | | | | | |
| 24T1231A | 108151 | 08/16/2024 | 08/16/2024 | 159.00 | CC | 100304469437 | 108207 |
| AVINA CHIHUAHUA,JOSE LUIS | | | | | | | |
| 24T1282A | 108152 | 08/16/2024 | 08/16/2024 | 182.00 | CC | 100304498671 | 108208 |
| RAMIREZ IBARRA,MANUEL GUADALUPE | | | | | | | |
| 24T1283A | 108153 | 08/16/2024 | 08/16/2024 | 229.00 | CC | 100304498671 | 108209 |
| RAMIREZ IBARRA,MANUEL GUADALUPE | | | | | | | |
| LT240243A | 108154 | 08/16/2024 | 08/16/2024 | 22.00 | CA | | 108210 |
| PRATT vs CLASEN | | | | | | | |
| DC240466A | 108155 | 08/16/2024 | 08/16/2024 | 54.00 | CK | 50284739 | 108211 |
| SPENCE vs PORTFOLIO RECOVERY ASSOCIATES, LLC | | | | | | | |
| DC240467A | 108156 | 08/16/2024 | 08/16/2024 | 54.00 | CK | 50284514 | 108212 |
| CAMPOS vs LVNV FUNDING, LLC | | | | | | | |
| DC240468A | 108157 | 08/16/2024 | 08/16/2024 | 54.00 | CK | 50284512 | 108213 |
| NORTON vs RESURGENT RECEIVABLES LLC | | | | | | | |
| LT240253A | 108158 | 08/16/2024 | 08/16/2024 | 234.00 | CK | 205076 | 108214 |
| JONES vs SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES | | | | | | | |
| DC240469A | 108159 | 08/16/2024 | 08/16/2024 | 54.00 | CK | 50284515 | 108215 |
| SANTAOLAYA vs LVNV FUNDING, LLC | | | | | | | |
| DC240470A | 108160 | 08/16/2024 | 08/16/2024 | 54.00 | CK | 50284513 | 108216 |
| BATES vs LVNV FUNDING, LLC | | | | | | | |
| DC240471A | 108161 | 08/16/2024 | 08/16/2024 | 54.00 | CK | 50284636 | 108217 |
| CHAVEZ vs CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A. | | | | | | | |
| 24T0391A | 108162 | 08/16/2024 | 08/16/2024 | 100.00 | CA | | 108218 |
| GARCIA GARCIA,NAHUM BELEM | | | | | | | |
| LT240254A | 108163 | 08/19/2024 | 08/19/2024 | 234.00 | CK | 204054 | 108219 |
| BURTON-HODARI vs TAH TEXAS SERVICES, LLC/DBA TRICON RESIDENTIAL | | | | | | | |
| 24T1092A | 108164 | 08/19/2024 | 08/19/2024 | 226.00 | CC | 100304529632 | 108220 |
| ORDAZ ZAMORA,JUVENCIO | | | | | | | |
| 24T1226A | 108165 | 08/19/2024 | 08/19/2024 | 204.00 | CC | 100304539757 | 108221 |
| LLERENA CASTANEDA,ABEL JESUS | | | | | | | |
| 24T1224A | 108166 | 08/19/2024 | 08/19/2024 | 159.00 | CC | 100304570365 | 108222 |
| LOYD,COLTON WAYNE | | | | | | | |
| 24T1225A | 108167 | 08/19/2024 | 08/19/2024 | 229.00 | CC | 100304570365 | 108223 |
| LOYD,COLTON WAYNE | | | | | | | |

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|---|-----------|------------|---------------|----------|------|--------------|--------|
| 24T1123A | 108168 | 08/19/2024 | 08/19/2024 | 213.00 | CC | 100304577574 | 108224 |
| CORNELIUS, BRENT DAVIS | | | | | | | |
| 24T1178A | 108169 | 08/19/2024 | 08/19/2024 | 282.00 | CC | 100304593652 | 108225 |
| STUART, ROXANNE RODRIGUEZ | | | | | | | |
| 18T2711A | 108170 | 08/19/2024 | 08/19/2024 | 341.00 | CC | 100304615624 | 108226 |
| VERMILLION, BROOKS ALLEN | | | | | | | |
| 24T1177A | 108171 | 08/19/2024 | 08/19/2024 | 182.00 | MO | 4344794325 | 108227 |
| MUNOZ, CIPRIANO | | | | | | | |
| 24T1273A | 108172 | 08/19/2024 | 08/19/2024 | 229.00 | DS | | 108228 |
| PAYNE, TAYLOR WADE | | | | | | | |
| 24T1273A | 108173 | 08/19/2024 | 08/19/2024 | 20.00 | MO | 29384606788 | 108229 |
| PAYNE, TAYLOR WADE | | | | | | | |
| SC240041A | 108174 | 08/19/2024 | 08/19/2024 | 54.00 | CCK | 100550 | 108230 |
| DILLENGR INC. BRANDON DILLEY vs PL ELECTRICAL CONSULTING, INC | | | | | | | |
| SC240041A | 108174-V | 08/19/2024 | 08/19/2024 | -54.00 | CCK | 100550 | 108231 |
| DILLENGR INC. BRANDON DILLEY vs PL ELECTRICAL CONSULTING, INC | | | | | | | |
| SC240041A | 108175 | 08/19/2024 | 08/19/2024 | 54.00 | CCK | 100550 | 108232 |
| DILLENGR INC. BRANDON DILLEY vs PL ELECTRICAL CONSULTING, INC | | | | | | | |
| LT240255A | 108176 | 08/19/2024 | 08/19/2024 | 144.00 | CA | | 108233 |
| LOPEZ vs THE TOWNHOUSE APTS | | | | | | | |
| 24T1209A | 108177 | 08/19/2024 | 08/19/2024 | 182.00 | MO | 19-655666698 | 108234 |
| MENDEZ GARCIA, JOSE | | | | | | | |
| LT240256A | 108178 | 08/19/2024 | 08/19/2024 | 234.00 | CA | | 108235 |
| ROBINSON vs BTRG PROPERTY MANAGEMENT, LLC AS AGENTS FOR PATRICK JOHNSON AND REBECCA JOHNSON, OWNERS | | | | | | | |
| SC240042A | 108179 | 08/19/2024 | 08/19/2024 | 54.00 | CA | | 108236 |
| BURGESS vs BURGESS | | | | | | | |
| DC240472A | 108180 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 2807 | 108237 |
| VARNER vs JPMORGAN CHASE BANK, N.A. | | | | | | | |
| DC240473A | 108181 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 50283352 | 108238 |
| WILSON vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240474A | 108182 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 50283360 | 108239 |
| CARTER vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240475A | 108183 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 50283394 | 108240 |
| KENNARD vs CITIBANK, N.A. | | | | | | | |
| DC240476A | 108184 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 50283772 | 108241 |
| DAVIS vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240477A | 108185 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 50285105 | 108242 |
| LARGENT vs JEFFERSON CAPITAL SYSTEMS, LLC | | | | | | | |
| DC240478A | 108186 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 50285193 | 108243 |
| BRUST vs TD BANK, N.A. | | | | | | | |
| DC240479A | 108187 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 50285303 | 108244 |
| HESSEL vs CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A. | | | | | | | |
| DC240480A | 108188 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 281697 | 108245 |
| LANKFORD vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240481A | 108189 | 08/19/2024 | 08/19/2024 | 54.00 | CK | 39883 | 108246 |
| RAGER vs JPMORGAN CHASE BANK, N.A. | | | | | | | |
| 24T1296A | 108190 | 08/19/2024 | 08/19/2024 | 159.00 | DS | | 108247 |
| MARTINEZ, SEBASTIAN | | | | | | | |
| 24T1296A | 108191 | 08/19/2024 | 08/19/2024 | 20.00 | CA | | 108248 |
| MARTINEZ, SEBASTIAN | | | | | | | |
| 24T1295A | 108192 | 08/19/2024 | 08/19/2024 | 182.00 | DS | | 108249 |
| MARTINEZ, SEBASTIAN | | | | | | | |
| 24T1295A | 108193 | 08/19/2024 | 08/19/2024 | 20.00 | CA | | 108250 |
| MARTINEZ, SEBASTIAN | | | | | | | |
| 24T1297A | 108194 | 08/19/2024 | 08/19/2024 | 204.00 | CA | | 108251 |
| MARTINEZ, SEBASTIAN | | | | | | | |
| LT240257A | 108195 | 08/20/2024 | 08/20/2024 | 144.00 | CA | | 108252 |
| GORECKI vs ESPINOZA | | | | | | | |
| 18T0792A | 108196 | 08/20/2024 | 08/20/2024 | 798.60 | CC | 100304695876 | 108253 |
| SMITH, ALEC XAVIER | | | | | | | |
| 24T1298A | 108197 | 08/20/2024 | 08/20/2024 | 183.00 | CC | 100304738190 | 108254 |
| MARTINEZ, FAVIOLA | | | | | | | |
| 18T2208A | 108198 | 08/20/2024 | 08/20/2024 | 84.00 | CC | 100304760088 | 108255 |
| ROYAL, HARLEY D | | | | | | | |
| LT240229A | 108199 | 08/20/2024 | 08/20/2024 | 180.00 | MO | 19656208366 | 108256 |
| BUTLER vs SMITH | | | | | | | |

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|---|-----------|------------|---------------|----------|------|-----------------|--------|
| 24T1302A | 108200 | 08/20/2024 | 08/20/2024 | 182.00 | CA | | 108257 |
| CABADAS, CECILIA SANCHEZ | | | | | | | |
| LT240258A | 108201 | 08/20/2024 | 08/20/2024 | 144.00 | CA | | 108258 |
| ROSS vs AGUILAR | | | | | | | |
| 24T1188A | 108202 | 08/20/2024 | 08/20/2024 | 159.00 | DS | | 108259 |
| HOLLOWAY, GEORGE ZAE'QUAN | | | | | | | |
| 24T1188A | 108203 | 08/20/2024 | 08/20/2024 | 20.00 | CA | | 108260 |
| HOLLOWAY, GEORGE ZAE'QUAN | | | | | | | |
| 24T1303A | 108204 | 08/21/2024 | 08/21/2024 | 182.00 | CC | 100304801451 | 108261 |
| SAAVEDRA, MARIA DE | | | | | | | |
| 16T6819A | 108205 | 08/21/2024 | 08/21/2024 | 227.50 | CC | 100304802596 | 108262 |
| RADBIL, NOAH DANIEL | | | | | | | |
| 16T6820A | 108206 | 08/21/2024 | 08/21/2024 | 656.50 | CC | 100304802596 | 108263 |
| RADBIL, NOAH DANIEL | | | | | | | |
| 24T0463A | 108207 | 08/21/2024 | 08/21/2024 | 326.30 | CC | 100304840677 | 108264 |
| CIMINO, ANTHONY STONE | | | | | | | |
| 24T1152A | 108208 | 08/21/2024 | 08/21/2024 | 182.00 | CA | | 108265 |
| SALAZAR, SILVANO | | | | | | | |
| DC240482A | 108209 | 08/21/2024 | 08/21/2024 | 54.00 | CK | 281153 | 108266 |
| JACKSON vs AUTOVEST, L.L.C. | | | | | | | |
| DC240483A | 108210 | 08/21/2024 | 08/21/2024 | 54.00 | CK | 281846 | 108267 |
| DORNER vs ACCELERATED INVENTORY MANAGEMENT, LLC | | | | | | | |
| DC240484A | 108211 | 08/21/2024 | 08/21/2024 | 54.00 | CK | 50285434 | 108268 |
| CHARDON vs LVNV FUNDING LLC | | | | | | | |
| DC240485A | 108212 | 08/21/2024 | 08/21/2024 | 54.00 | CK | 50285435 | 108269 |
| ROBLES vs LVNV FUNDING LLC | | | | | | | |
| DC240486A | 108213 | 08/21/2024 | 08/21/2024 | 54.00 | CK | 50285439 | 108270 |
| HAVENER vs LVNV FUNDING, LLC | | | | | | | |
| DC240487A | 108214 | 08/21/2024 | 08/21/2024 | 54.00 | CK | 50285438 | 108271 |
| CAVENDER vs LVNV FUNDING, LLC | | | | | | | |
| 24T1205A | 108215 | 08/21/2024 | 08/21/2024 | 182.00 | DS | | 108272 |
| RAMIREZ, MISAEEL YAHIR | | | | | | | |
| 24T1205A | 108216 | 08/21/2024 | 08/21/2024 | 20.00 | CA | | 108273 |
| RAMIREZ, MISAEEL YAHIR | | | | | | | |
| 24T1148A | 108217 | 08/22/2024 | 08/22/2024 | 182.00 | CA | | 108274 |
| LUCIO, SARAI | | | | | | | |
| 24T1149A | 108218 | 08/22/2024 | 08/22/2024 | 229.00 | DS | | 108275 |
| LUCIO, SARAI | | | | | | | |
| 24T1149A | 108219 | 08/22/2024 | 08/22/2024 | 20.00 | CA | | 108276 |
| LUCIO, SARAI | | | | | | | |
| 24T1058A | 108220 | 08/22/2024 | 08/22/2024 | 282.00 | CC | 100304932457 | 108277 |
| HATFIELD, BRYANT BOYD | | | | | | | |
| LT240259A | 108221 | 08/22/2024 | 08/22/2024 | 234.00 | CA | | 108278 |
| PEOPLES vs JAGARLAMUDI | | | | | | | |
| 24T0763A | 108222 | 08/22/2024 | 08/22/2024 | 182.00 | CC | 100304925548 | 108279 |
| CORTES, BRENDA | | | | | | | |
| LT240260A | 108223 | 08/22/2024 | 08/22/2024 | 234.00 | MO | 19-583357630/19 | 108280 |
| MARTINEZ vs ENNIS MHP, LLC | | | | | | | |
| 24T1251A | 108224 | 08/23/2024 | 08/23/2024 | 159.00 | CC | 100304999977 | 108281 |
| ROJAS VILLAFANA, JOSE ALBERTO | | | | | | | |
| 24T1252A | 108225 | 08/23/2024 | 08/23/2024 | 182.00 | CC | 100304999977 | 108282 |
| ROJAS VILLAFANA, JOSE ALBERTO | | | | | | | |
| 24T1247A | 108226 | 08/23/2024 | 08/23/2024 | 159.00 | CC | 100304958656 | 108283 |
| TINAJERO, JOSE FRANCISCO | | | | | | | |
| 24T1248A | 108227 | 08/23/2024 | 08/23/2024 | 159.00 | CC | 100304958656 | 108284 |
| TINAJERO, JOSE FRANCISCO | | | | | | | |
| LT240261A | 108228 | 08/23/2024 | 08/23/2024 | 144.00 | CK | 20957 | 108285 |
| JONES vs HPA BORROWER 2019-2 LLC | | | | | | | |
| LT240262A | 108229 | 08/23/2024 | 08/23/2024 | 234.00 | CK | 20958 | 108286 |
| THOMAS vs HPA II TEXAS SUB 2020-1 ML LLC | | | | | | | |
| 24T1306A | 108230 | 08/23/2024 | 08/23/2024 | 144.00 | CCK | 9881335429 | 108287 |
| SCHEFFEY, ERIC HESTON | | | | | | | |
| 24T1206A | 108231 | 08/23/2024 | 08/23/2024 | 182.00 | CA | | 108288 |
| VAZQUEZ, GERMAN | | | | | | | |
| 24T1334A | 108232 | 08/26/2024 | 08/26/2024 | 369.00 | CC | 100305040440 | 108289 |
| BILLIE, JONATHAN MERRELL | | | | | | | |

| CASE # | RECEIPT # | RCPT DATE | BUSINESS DATE | RCPT AMT | TYPE | REFERENCE | REC ID |
|--|-----------|------------|---------------|----------|------|--------------|--------|
| 24T1345A | 108233 | 08/26/2024 | 08/26/2024 | 182.00 | CC | 100305045045 | 108290 |
| DORANTES ESPINO, REY DAVID | | | | | | | |
| 24T0112A | 108234 | 08/26/2024 | 08/26/2024 | 399.10 | CC | 100305075282 | 108291 |
| DAVILA, SOPHIA CAROLINA | | | | | | | |
| 24T0602A | 108235 | 08/26/2024 | 08/26/2024 | 234.00 | CC | 100305076470 | 108292 |
| LOCKHART, JORDAN DAJAE | | | | | | | |
| 24T0109A | 108236 | 08/26/2024 | 08/26/2024 | 330.20 | CC | 100305088395 | 108293 |
| COOPER, CURT RYAN | | | | | | | |
| 24T0819A | 108237 | 08/26/2024 | 08/26/2024 | 66.00 | CC | 100305124611 | 108294 |
| LARA, CARLOS DANIEL | | | | | | | |
| 24T0795A | 108238 | 08/26/2024 | 08/26/2024 | 229.00 | CA | | 108295 |
| FOWLER, KTYN C | | | | | | | |
| LT240241A | 108239 | 08/26/2024 | 08/26/2024 | 180.00 | CK | 204059 | 108296 |
| DOE vs TAH MS BORROWER LLC | | | | | | | |
| LT240242A | 108240 | 08/26/2024 | 08/26/2024 | 180.00 | CK | 038183 | 108297 |
| BOTELLO vs KITCHENS | | | | | | | |
| LT240263A | 108241 | 08/26/2024 | 08/26/2024 | 144.00 | CK | 001536 | 108298 |
| WEATHERTON vs CLAY STREET DEVELOPMENT LLC | | | | | | | |
| LT240264A | 108242 | 08/26/2024 | 08/26/2024 | 144.00 | CK | 001536 | 108299 |
| ADAMS vs CLAY STREET DEVELOPMENT LLC | | | | | | | |
| DC240488A | 108243 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 364233 | 108300 |
| SERVIN vs CITIBANK, N.A. | | | | | | | |
| DC240489A | 108244 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 364013 | 108301 |
| PYLE vs CITIBANK, N.A. | | | | | | | |
| LT240265A | 108245 | 08/26/2024 | 08/26/2024 | 144.00 | CA | | 108302 |
| REED vs 1ST PREMIER REAL ESTATE | | | | | | | |
| DC240490A | 108246 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 50285768 | 108303 |
| PEREZ vs ABSOLUTE RESOLUTIONS INVESTMENTS, LLC | | | | | | | |
| DC240491A | 108247 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 50285771 | 108304 |
| NIEDERT vs LVNV FUNDING, LLC | | | | | | | |
| DC240492A | 108248 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 054845 | 108305 |
| LEVENS vs FORD MOTOR CREDIT COMPANY LLC | | | | | | | |
| DC240493A | 108249 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 50286073 | 108306 |
| GHERMAN vs NCB MANAGEMENT SERVICES, INC | | | | | | | |
| DC240494A | 108250 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 50286074 | 108307 |
| RAWLINS vs MIDLAND CREDIT MANAGEMENT, INC | | | | | | | |
| DC240495A | 108251 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 50286077 | 108308 |
| MASTERS vs PORTFOLIO RECOVERY ASSOCIATES, LLC | | | | | | | |
| DC240496A | 108252 | 08/26/2024 | 08/26/2024 | 54.00 | CK | 50286403 | 108309 |
| ARELLANO vs PORTFOLIO RECOVERY ASSOCIATES, LLC | | | | | | | |
| LT240248A | 108253 | 08/27/2024 | 08/27/2024 | 180.00 | CA | | 108310 |
| SALAZAR vs PASTOR | | | | | | | |
| LT240266A | 108254 | 08/27/2024 | 08/27/2024 | 144.00 | CK | 32712 | 108311 |
| GARCIA vs ET-3 LP | | | | | | | |
| 23T0886A | 108255 | 08/27/2024 | 08/27/2024 | 256.10 | CC | 100305202517 | 108312 |
| REYES SANCHEZ, LENIN JAVIER | | | | | | | |
| DC240497A | 108256 | 08/27/2024 | 08/27/2024 | 54.00 | CK | 50286806 | 108313 |
| EGURE vs MIDLAND CREDIT MANAGMENT, INC | | | | | | | |
| 24T1243A | 108257 | 08/27/2024 | 08/27/2024 | 182.00 | DS | | 108314 |
| ORTIZ, ANTHONY | | | | | | | |
| 24T1243A | 108258 | 08/27/2024 | 08/27/2024 | 20.00 | CA | | 108315 |
| ORTIZ, ANTHONY | | | | | | | |
| 24T1244A | 108259 | 08/27/2024 | 08/27/2024 | 229.00 | DS | | 108316 |
| ORTIZ, ANTHONY | | | | | | | |
| 24T1244A | 108260 | 08/27/2024 | 08/27/2024 | 20.00 | CA | | 108317 |
| ORTIZ, ANTHONY | | | | | | | |
| 24T1328A | 108261 | 08/27/2024 | 08/27/2024 | 144.00 | CA | | 108318 |
| FINLEY, JOSHUA TAYLOR | | | | | | | |
| 24T1354A | 108262 | 08/27/2024 | 08/27/2024 | 229.00 | DS | | 108319 |
| ENGLEDOW, TROY ODELL | | | | | | | |
| 24T1354A | 108263 | 08/27/2024 | 08/27/2024 | 20.00 | CA | | 108320 |
| ENGLEDOW, TROY ODELL | | | | | | | |
| LT240246A | 108264 | 08/27/2024 | 08/27/2024 | 180.00 | CK | 001537 | 108321 |
| DURAN vs BROWN & SIMMONS PROPERTIES LLC | | | | | | | |
| 10T9747A | 108265 | 08/27/2024 | 08/27/2024 | 358.80 | MO | 29450650026 | 108322 |
| COOPER, STEPHEN DEMAR | | | | | | | |

| CASE # | RECEIPT # | RCPT DATE | BUSINESS DATE | RCPT AMT | TYPE | REFERENCE | REC ID |
|---|-----------|------------|---------------|----------|------|--------------|--------|
| 24T1213A | 108266 | 08/28/2024 | 08/28/2024 | 229.00 | DS | | 108323 |
| CARMONA, ANGELICA | | | | | | | |
| 24T1213A | 108267 | 08/28/2024 | 08/28/2024 | 20.00 | CA | | 108324 |
| CARMONA, ANGELICA | | | | | | | |
| 24T1059A | 108268 | 08/28/2024 | 08/28/2024 | 282.00 | MO | 19-574397160 | 108325 |
| JENNINGS, JIMMY DON | | | | | | | |
| 24T1330A | 108269 | 08/28/2024 | 08/28/2024 | 229.00 | DS | | 108326 |
| LYTTON, DAVID LEE | | | | | | | |
| 24T1330A | 108270 | 08/28/2024 | 08/28/2024 | 20.00 | CC | 100305311135 | 108327 |
| LYTTON, DAVID LEE | | | | | | | |
| 24T1234A | 108271 | 08/28/2024 | 08/28/2024 | 332.00 | CC | 100305303461 | 108328 |
| PATERSON, CULVER NEEEL | | | | | | | |
| 24T0649A | 108272 | 08/28/2024 | 08/28/2024 | 213.00 | CC | 100305275281 | 108329 |
| MULTHUP, ROBERT ALAN | | | | | | | |
| 24T1204A | 108273 | 08/28/2024 | 08/28/2024 | 229.00 | DS | | 108330 |
| CLEVELAND, KELSEY LYNN | | | | | | | |
| 24T1204A | 108274 | 08/28/2024 | 08/28/2024 | 20.00 | CA | | 108331 |
| CLEVELAND, KELSEY LYNN | | | | | | | |
| 24T1116A | 108275 | 08/28/2024 | 08/28/2024 | 229.00 | CA | | 108332 |
| FERNANDEZ, SAUL CRUZ | | | | | | | |
| 24T1336A | 108276 | 08/29/2024 | 08/29/2024 | 182.00 | CC | 100305367247 | 108333 |
| CASTILLO, SAMUEL | | | | | | | |
| 24T1373A | 108277 | 08/29/2024 | 08/29/2024 | 159.00 | CC | 100305375797 | 108334 |
| FRENCH, TRAVIS ODEN | | | | | | | |
| 23T0816A | 108278 | 08/29/2024 | 08/29/2024 | 84.00 | CA | | 108335 |
| TOBAR, CARLOS CRUZ | | | | | | | |
| 23T0817A | 108279 | 08/29/2024 | 08/29/2024 | 128.00 | CA | | 108336 |
| TOBAR, CARLOS CRUZ | | | | | | | |
| 23T0818A | 108280 | 08/29/2024 | 08/29/2024 | 115.00 | CA | | 108337 |
| TOBAR, CARLOS CRUZ | | | | | | | |
| 06T9363A | 108281 | 08/29/2024 | 08/29/2024 | 374.40 | CC | 100305386602 | 108338 |
| STILES, LINDA SUE | | | | | | | |
| 24T0873A | 108282 | 08/29/2024 | 08/29/2024 | 307.00 | CA | | 108339 |
| CAMPBELL, TRAVIS DEVIN | | | | | | | |
| DC240498A | 108283 | 08/29/2024 | 08/29/2024 | 54.00 | CK | 50287205 | 108340 |
| HOLY vs LVNV FUNDING LLC | | | | | | | |
| 24T0901A | 108284 | 08/29/2024 | 08/29/2024 | 159.00 | CA | | 108341 |
| SANDOVAL, BARTOLO JR | | | | | | | |
| DC240499A | 108285 | 08/29/2024 | 08/29/2024 | 54.00 | CK | 50287663 | 108342 |
| MARTINEZ vs VELOCITY INVESTMENTS LLC ASSIGNEE OF FINWISE BANK | | | | | | | |
| DC240500A | 108286 | 08/29/2024 | 08/29/2024 | 54.00 | CK | 50287661 | 108343 |
| RENEAU vs CROWN ASSET MANAGEMENT, LLC ASSIGNEE OF CROSS RIVER BANK (UPSTART NETWORK INC.) | | | | | | | |
| DC240501A | 108287 | 08/29/2024 | 08/29/2024 | 54.00 | CK | 50287659 | 108344 |
| THOMAS vs LVNV FUNDING, LLC | | | | | | | |
| DC240502A | 108288 | 08/29/2024 | 08/29/2024 | 54.00 | CK | 50287671 | 108345 |
| HAMPTON vs ABSOLUTE RESOLUTIONS INVESTMENTS, LLC | | | | | | | |
| 21T7374A | 108289 | 08/29/2024 | 08/29/2024 | 100.00 | CA | | 108346 |
| TAMEZ, KIRK REGAN | | | | | | | |
| 24T0926A | 108290 | 08/29/2024 | 08/29/2024 | 182.00 | CA | | 108347 |
| ARVIZU MARTINEZ, CLARISSA | | | | | | | |
| 24T0925A | 108291 | 08/29/2024 | 08/29/2024 | 182.00 | CA | | 108348 |
| ARVIZU MARTINEZ, CLARISSA | | | | | | | |
| 24T0927A | 108292 | 08/29/2024 | 08/29/2024 | 213.00 | CA | | 108349 |
| ARVIZU MARTINEZ, CLARISSA | | | | | | | |
| 24T1078A | 108293 | 08/29/2024 | 08/29/2024 | 100.00 | CA | | 108350 |
| TALAVERA CARDOZA, JORGE | | | | | | | |
| 24T1076A | 108294 | 08/29/2024 | 08/29/2024 | 100.00 | CA | | 108351 |
| TALAVERA CARDOZA, JORGE | | | | | | | |
| 24T0692A | 108295 | 08/29/2024 | 08/29/2024 | 100.00 | CA | | 108352 |
| GARCIA, EDGAR ALFONSO | | | | | | | |
| 24T0693A | 108296 | 08/29/2024 | 08/29/2024 | 100.00 | CA | | 108353 |
| GARCIA, EDGAR ALFONSO | | | | | | | |
| 24T0694A | 108297 | 08/29/2024 | 08/29/2024 | 100.00 | CA | | 108354 |
| GARCIA, EDGAR ALFONSO | | | | | | | |
| 24T0246A | 108298 | 08/30/2024 | 08/30/2024 | 100.00 | CC | 100305470127 | 108355 |
| WALKER, DEWEY DOUGLAS | | | | | | | |

| <u>CASE #</u> | <u>RECEIPT #</u> | <u>RCPT DATE</u> | <u>BUSINESS DATE</u> | <u>RCPT AMT</u> | <u>TYPE</u> | <u>REFERENCE</u> | <u>REC ID</u> |
|--|------------------|------------------|----------------------|-----------------|-------------|------------------|---------------|
| 24T0635A | 108299 | 08/30/2024 | 08/30/2024 | 159.00 | CC | 100305502811 | 108356 |
| SMITH,RODRICUS CURTIAL | | | | | | | |
| 23T0437A | 108300 | 08/30/2024 | 08/30/2024 | 399.10 | CC | 100305524873 | 108357 |
| PHILLIPS, JESSE ANDREW | | | | | | | |
| LT240267A | 108301 | 08/30/2024 | 08/30/2024 | 144.00 | CK | 32733 | 108358 |
| CARRILLO vs DRESCO INVESTMENTS, INC | | | | | | | |
| LT240237A | 108302 | 08/30/2024 | 08/30/2024 | 180.00 | CK | 208312 | 108359 |
| MOREHEAD vs CAMILLO ML 2022 DD-SFR LLC | | | | | | | |
| LT240236A | 108303 | 08/30/2024 | 08/30/2024 | 180.00 | CK | 208311 | 108360 |
| DIXON vs CAMILLO ML 2022 DD-SFR LLC | | | | | | | |
| LT240230A | 108304 | 08/30/2024 | 08/30/2024 | 180.00 | CK | 208313 | 108361 |
| JOHNSON vs CAMILLO PROPERTIES, LTD | | | | | | | |
| 24T0574A | 108305 | 08/30/2024 | 08/30/2024 | 100.00 | CA | | 108362 |
| STEPHENS, JAYLEN DONTAYE | | | | | | | |
| SC240043A | 108306 | 08/30/2024 | 08/30/2024 | 144.00 | CA | | 108363 |
| HOLUBAR vs VELIZ | | | | | | | |
| 24T1133A | 108307 | 08/30/2024 | 08/30/2024 | 159.00 | MO | 1315004959 | 108364 |
| MORA POMARES, ILIA RODOLFO | | | | | | | |
| 24T1134A | 108308 | 08/30/2024 | 08/30/2024 | 229.00 | MO | 1315004959 | 108365 |
| MORA POMARES, ILIA RODOLFO | | | | | | | |
| LT240268A | 108309 | 08/30/2024 | 08/30/2024 | 144.00 | CA | | 108366 |
| FRANKLIN vs QUEVEDO | | | | | | | |
| 23T1062A | 108310 | 08/30/2024 | 08/30/2024 | 182.00 | CA | | 108367 |
| SENER, BARBARA J | | | | | | | |
| 24T1201A | 108311 | 08/30/2024 | 08/30/2024 | 140.00 | CA | | 108368 |
| SANCHEZ, MARTIN JR | | | | | | | |
| LT240218A | 108312 | 08/30/2024 | 08/30/2024 | 180.00 | CK | 001538 | 108369 |
| FLORES vs JAMES AND JUDY CRYER | | | | | | | |
| 24T1195A | 108313 | 08/30/2024 | 08/30/2024 | 182.00 | CA | | 108370 |
| GUERRERO GODINEZ, ABEL | | | | | | | |
| 24T1196A | 108314 | 08/30/2024 | 08/30/2024 | 369.00 | CA | | 108371 |
| GUERRERO GODINEZ, ABEL | | | | | | | |
| 24T1197A | 108315 | 08/30/2024 | 08/30/2024 | 159.00 | CA | | 108372 |
| GUERRERO GODINEZ, ABEL | | | | | | | |

PAYMENT TYPES REPORT
 PAYMENT TYPES BETWEEN 08/01/2024 AND 08/31/2024
 FOR ALL PAYMENT TYPES
 SORTED BY RECEIPT DATE

| Date | Case # | Payee | Rcpt # | Rcpt Amt | Pay Type | Balance | Reference |
|------------|-----------|--------------------------------|--------|----------|----------|---------|--------------|
| 08/01/2024 | 24T1083A | GRAYSON, LORI ANN | 108036 | 332.00 | CA | 0.00 | |
| 08/01/2024 | LT240235A | BEAM REAL ESTATE LLC | 108037 | 324.00 | CA | 0.00 | |
| 08/01/2024 | LT240236A | NATIONWIDE COMPLIANT | 108038 | 144.00 | CK | 0.00 | 202098 |
| 08/01/2024 | LT240237A | NATIONWIDE COMPLIANT | 108039 | 144.00 | CK | 0.00 | 202099 |
| 08/01/2024 | 24T0664A | YEAGER, JESSE | 108040 | 300.00 | MO | 0.00 | 51451281450 |
| 08/01/2024 | LT240238A | NATIONWIDE COMPLIANT | 108041 | 144.00 | CK | 0.00 | 202100 |
| 08/01/2024 | DC240437A | ABC LEGAL SERVICES | 108042 | 54.00 | CK | 0.00 | 50280636 |
| 08/01/2024 | DC240438A | ABC LEGAL SERVICES | 108043 | 54.00 | CK | 0.00 | 50280618 |
| 08/01/2024 | DC240439A | ABC LEGAL SERVICES | 108044 | 54.00 | CK | 0.00 | 50280945 |
| 08/01/2024 | DC240440A | ABC LEGAL SERVICES | 108045 | 54.00 | CK | 0.00 | 50280972 |
| 08/01/2024 | DC240441A | ABC LEGAL SERVICES | 108046 | 54.00 | CK | 0.00 | 50280970 |
| 08/01/2024 | DC240442A | ABC LEGAL SERVICES | 108047 | 54.00 | CK | 0.00 | 50280808 |
| 08/01/2024 | DC240443A | ABC LEGAL SERVICES | 108048 | 54.00 | CK | 0.00 | 50280764 |
| 08/02/2024 | LT240239A | NATIONWIDE COMPLIANT | 108049 | 234.00 | CK | 0.00 | 202429 |
| 08/02/2024 | LT240240A | NATIONWIDE COMPLIANT | 108050 | 144.00 | CK | 0.00 | 202430 |
| 08/02/2024 | LT240241A | JACK O'BOYLE & ASSOCIATES, PLL | 108051 | 234.00 | CK | 0.00 | 204106 |
| 08/02/2024 | DC240444A | ABC LEGAL SERVICES | 108052 | 54.00 | CK | 0.00 | 50281153 |
| 08/02/2024 | DC240445A | ABC LEGAL SERVICES | 108053 | 54.00 | CK | 0.00 | 50281159 |
| 08/02/2024 | DC240446A | ABC LEGAL SERVICES | 108054 | 54.00 | CK | 0.00 | 50281160 |
| 08/02/2024 | DC240447A | ABC LEGAL SERVICES | 108055 | 54.00 | CK | 0.00 | 50281401 |
| 08/02/2024 | LT240242A | JUDGE FITE MANAGEMENT CO | 108056 | 144.00 | CK | 0.00 | 037580 |
| 08/02/2024 | DC240448A | HIGHPOINT LAW OFFICES, LLC | 108057 | 54.00 | CK | 0.00 | 010105 |
| 08/05/2024 | LT240243A | SHAWN CLASEN | 108058 | 144.00 | CA | 0.00 | |
| 08/05/2024 | 24T1144A | RAMOS, ALFONZO | 108059 | 213.00 | CC | 0.00 | 100303509923 |
| 08/05/2024 | 24T1210A | JEFFRIES, TORI NICOLE | 108060 | 229.00 | CC | 0.00 | 100303570385 |
| 08/05/2024 | 24T0440A | QUIRINO, JORGE DANIEL | 108061 | 250.00 | CC | 0.00 | 100303574392 |
| 08/05/2024 | 24T1108A | JURNEY, BRIANNA MARIE | 108062 | 182.00 | CC | 0.00 | 100303575648 |
| 08/05/2024 | 24T0988A | GERARDO ARTURO, MEZA | 108063 | 182.00 | CC | 0.00 | 100303612504 |
| 08/05/2024 | 24T0676A | SALINAS, JONATHAN CRISTIAN | 108064 | 184.00 | CC | 0.00 | 100303626010 |
| 08/05/2024 | DC240449A | ABC LEGAL SERVICES | 108065 | 54.00 | CK | 0.00 | 50281653 |

PAYMENT TYPES REPORT
 PAYMENT TYPES BETWEEN 08/01/2024 AND 08/31/2024
 FOR ALL PAYMENT TYPES
 SORTED BY RECEIPT DATE

| Date | Case # | Payee | Rcpt # | Rcpt Amt | Pay Type | Balance | Reference |
|------------|-----------|---------------------------------|--------|----------|----------|---------|--------------|
| 08/05/2024 | SC240035A | RONNY CALDWELL | 108066 | 234.00 | CA | 0.00 | |
| 08/05/2024 | DC240450A | ABC LEGAL SERVICES | 108067 | 54.00 | CK | 0.00 | 50281521 |
| 08/05/2024 | LT240194A | BARRY & SEWART, PLLC | 108068 | 180.00 | CK | 0.00 | 32629 |
| 08/06/2024 | LT241227A | ORTEGA BARRERA, HUMBERTO J | 108069 | 159.00 | DS | 0.00 | |
| 08/06/2024 | 24T1227A | ORTEGA BARRERA, HUMBERTO J | 108070 | 20.00 | CA | 0.00 | |
| 08/06/2024 | DC240451A | CENTEX CITIZENS CREDIT UNION | 108071 | 144.00 | CK | 0.00 | 25116 |
| 08/06/2024 | 24T1127A | GARCIA, BATISTA YULIOR | 108072 | 159.00 | CC | 0.00 | 100303720589 |
| 08/06/2024 | 19T2974A | MANUEL, JARVIS DWAYNE | 108073 | 798.60 | CC | 0.00 | 100303749463 |
| 08/06/2024 | DC240452A | CENTEX CITIZENS CREDIT UNION | 108074 | 54.00 | CK | 0.00 | 25116 |
| 08/06/2024 | 24T1182A | BECERRIL APOLINAR, ALBERTO | 108075 | 159.00 | DS | 0.00 | |
| 08/06/2024 | 24T1182A | BECERRIL APOLINAR, ALBERTO | 108076 | 20.00 | CA | 0.00 | |
| 08/06/2024 | 24T1183A | BECERRIL APOLINAR, ALBERTO | 108077 | 152.00 | CA | 0.00 | |
| 08/06/2024 | DC240453A | CENTEX CITIZENS CREDIT UNION | 108078 | 144.00 | CK | 0.00 | 25116 |
| 08/06/2024 | 24T0332A | SHARRAB, HOSAM DEEN | 108079 | 213.00 | MO | 0.00 | 9633901614 |
| 08/06/2024 | LT240244A | E G APARTMENTS | 108080 | 144.00 | CA | 0.00 | |
| 08/06/2024 | LT240211A | AMANDA YARBROUGH | 108081 | 180.00 | CA | 0.00 | |
| 08/06/2024 | LT240245A | DIANA ALVAREZ-AVILA | 108082 | 144.00 | CA | 0.00 | |
| 08/06/2024 | 24T0903A | LEE, MELISSA MARIE | 108083 | 229.00 | DS | 0.00 | |
| 08/06/2024 | 24T0903A | LEE, MELISSA MARIE | 108084 | 20.00 | CA | 0.00 | |
| 08/06/2024 | SC240037A | LOUIS D RIZK | 108085 | 144.00 | CA | 0.00 | |
| 08/06/2024 | SC240036A | MCDONNELL COATES LLP | 108086 | 54.00 | CK | 0.00 | |
| 08/07/2024 | 20T5150A | SMITH, JUSTUS JAMAL | 108087 | 817.70 | CC | 0.00 | 100303764658 |
| 08/07/2024 | 24T1145A | JORDAN, ALEXANDRIA DANIELLE-FAY | 108088 | 369.00 | CC | 0.00 | 100303795798 |
| 08/07/2024 | 24T0876A | NINO, RICARDO JOSE | 108089 | 204.00 | CC | 0.00 | 100303799825 |
| 08/07/2024 | 24T0888A | VASQUEZ, MARICELA | 108090 | 182.00 | CC | 0.00 | 100303837030 |
| 08/07/2024 | 24T0727A | CLARK, JOSEPH KOHFI | 108091 | 281.00 | CC | 0.00 | 100303847038 |
| 08/07/2024 | 24T1079A | PENA, VICTOR MANUEL | 108092 | 282.00 | CA | 0.00 | |
| 08/07/2024 | DC240454A | ABC LEGAL SERVICES | 108093 | 54.00 | CK | 0.00 | 50282046 |
| 08/07/2024 | 23T0007A | ORTIZ, DEVON | 108094 | 502.20 | CA | 0.00 | |
| 08/07/2024 | LT240246A | FBM REAL ESTATE, INC | 108095 | 144.00 | CK | 0.00 | 002018 |

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 PAYMENT TYPES BETWEEN 08/01/2024 AND 08/31/2024
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| Date | Case # | Payee | Rcpt # | Rcpt Amt | Pay Type | Balance | Reference |
|------------|-----------|--------------------------------|--------|----------|----------|---------|--------------|
| 08/07/2024 | LT240247A | GIRLING LAW, PLLC | 108096 | 234.00 | CK | 0.00 | 4738 |
| 08/08/2024 | LT240210A | GRACE TOWNHOMES | 108097 | 180.00 | MO | 0.00 | 22-052499619 |
| 08/08/2024 | LT240248A | MARIBEL PASTOR | 108098 | 234.00 | CA | 0.00 | |
| 08/09/2024 | 24T0489A | VILLANUEVA, JOEL | 108099 | 307.00 | CA | 0.00 | 100303950767 |
| 08/09/2024 | LT240249A | 1ST PREMIER REAL ESTATE | 108100 | 144.00 | CA | 0.00 | |
| 08/12/2024 | DC240455A | PROFESSIONAL CIVIL PROCESS | 108101 | 54.00 | CK | 0.00 | 281671 |
| 08/12/2024 | 24T0916A | YILDIRIM, JANBEK | 108102 | 370.00 | CC | 0.00 | 100304080609 |
| 08/12/2024 | DC240456A | PROFESSIONAL CIVIL PROCESS | 108103 | 54.00 | CK | 0.00 | 281850 |
| 08/12/2024 | 24T0819A | LARA, CARLOS DANIEL | 108104 | 67.00 | CC | 66.00 | 100304126108 |
| 08/12/2024 | 24T0400A | SOTO, NOEL | 108105 | 182.00 | CC | 0.00 | 100304039202 |
| 08/12/2024 | DC240457A | CENTEX CITIZENS CREDIT UNION | 108106 | 54.00 | CK | 0.00 | 25153 |
| 08/12/2024 | 24T0626A | ZAVARCE DIAZ, BETSY A | 108107 | 150.00 | DS | 0.00 | |
| 08/12/2024 | SC240038A | VOHNNY BRENTTON MICHAEL SELPH | 108108 | 54.00 | CA | 0.00 | |
| 08/12/2024 | 24T1201A | SANCHEZ, MARTIN JR | 108109 | 100.00 | CA | 506.00 | |
| 08/13/2024 | 24T0788A | MANNIL, BYJU | 108110 | 150.00 | DS | 0.00 | |
| 08/13/2024 | 24T1128A | WILLIAMS, DAYTON A | 108111 | 159.00 | CC | 0.00 | 100304166705 |
| 08/13/2024 | 24T1186A | HERNANDEZ GONZALEZ, RODRIGO | 108112 | 182.00 | CC | 0.00 | 100304195443 |
| 08/13/2024 | 24T1187A | HERNANDEZ GONZALEZ, RODRIGO | 108113 | 159.00 | CC | 0.00 | 100304195443 |
| 08/13/2024 | 24T1120A | ORTIZ, TRIPP JAMES | 108114 | 182.00 | CC | 0.00 | 100304256819 |
| 08/13/2024 | 24T1121A | ORTIZ, TRIPP JAMES | 108115 | 199.00 | CC | 0.00 | 100304256819 |
| 08/13/2024 | 24J0011A | STEVENS, BRAEDYN STUART | 108116 | 182.00 | DS | 0.00 | |
| 08/13/2024 | 24T0672A | COLMENARES GUERRERO, GABRIEL O | 108117 | 369.00 | DS | 0.00 | |
| 08/13/2024 | 24T0857A | RIVERS, VERNARD E | 108118 | 204.00 | DS | 0.00 | |
| 08/13/2024 | 24T0858A | RIVERS, VERNARD E | 108119 | 204.00 | DS | 0.00 | |
| 08/13/2024 | LT240250A | ROBERT HERSCHMANN JR | 108120 | 144.00 | CA | 0.00 | |
| 08/13/2024 | DC240458A | ABC LEGAL SERVICES | 108121 | 54.00 | CK | 0.00 | 50282242 |
| 08/13/2024 | DC240459A | ABC LEGAL SERVICES | 108122 | 54.00 | CK | 0.00 | 50282651 |
| 08/13/2024 | DC240460A | ABC LEGAL SERVICES | 108123 | 54.00 | CK | 0.00 | 50282361 |
| 08/13/2024 | DC240461A | ABC LEGAL SERVICES | 108124 | 54.00 | CK | 0.00 | 50282734 |
| 08/13/2024 | DC240462A | ABC LEGAL SERVICES | 108125 | 54.00 | CK | 0.00 | 50282223 |

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PAYMENT TYPES BETWEEN 08/01/2024 AND 08/31/2024
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| Date | Case # | Payee | Rcpt # | Rcpt Amt | Pay Type | Balance | Reference |
|------------|-----------|---------------------------------|--------|----------|----------|---------|--------------|
| 08/13/2024 | DC240463A | ABC LEGAL SERVICES | 108126 | 54.00 | CK | 0.00 | 50282765 |
| 08/13/2024 | DC240464A | ABC LEGAL SERVICES | 108127 | 54.00 | CK | 0.00 | 50282800 |
| 08/13/2024 | DC240465A | ABC LEGAL SERVICES | 108128 | 54.00 | CK | 0.00 | 50282701 |
| 08/13/2024 | SC240039A | SIERRA NICOLE MCNAMEE | 108129 | 144.00 | CA | 0.00 | |
| 08/14/2024 | 24T1181A | MELENDIZ GONZALEZ, YOSLAY | 108130 | 282.00 | CC | 0.00 | 100304302272 |
| 08/14/2024 | LT240251A | MINGYING FAN | 108131 | 144.00 | CA | 0.00 | |
| 08/14/2024 | SC240040A | TOWER LOAN OF MISSISSIPPI, LLC | 108132 | 144.00 | CK | 0.00 | 1221128 |
| 08/15/2024 | 20T5752A | TOMPKINS, DUSTIN MICHAEL WAYNE | 108133 | 464.10 | CC | 0.00 | 100304362404 |
| 08/15/2024 | 20T5753A | TOMPKINS, DUSTIN MICHAEL WAYNE | 108134 | 256.10 | CC | 0.00 | 100304362405 |
| 08/15/2024 | 20T5754A | TOMPKINS, DUSTIN MICHAEL WAYNE | 108135 | 200.20 | CC | 0.00 | 100304362406 |
| 08/15/2024 | 24T1228A | ORTIZ, ERIK | 108136 | 159.00 | CC | 0.00 | 100304388863 |
| 08/15/2024 | 17T0027A | SLOAN, MARCUS GERARD | 108137 | 815.10 | CC | 0.00 | 100304422973 |
| 08/15/2024 | 17T0028A | SLOAN, MARCUS GERARD | 108138 | 396.50 | CC | 0.00 | 100304422977 |
| 08/15/2024 | 24T0941A | MCCONNELL, GARY DONALD | 108139 | 307.00 | CC | 0.00 | 100304423954 |
| 08/15/2024 | LT240252A | SPYGLASS OF ENNIS | 108140 | 144.00 | CA | 0.00 | |
| 08/15/2024 | 24T0246A | WALKER, DEWEY DOUGLAS | 108141 | 122.00 | CA | 392.20 | |
| 08/15/2024 | 24T0952A | GAITAN, DANIEL | 108142 | 129.00 | CA | 0.00 | |
| 08/15/2024 | SC230067A | | 108143 | 5.00 | CA | 0.00 | |
| 08/16/2024 | 24T1322A | ALVARADO CERDA, YOLANDA | 108144 | 182.00 | MO | 0.00 | 4344793893 |
| 08/16/2024 | 24T1274A | KARIM, RAWAD | 108145 | 229.00 | DS | 0.00 | |
| 08/16/2024 | 24T1274A | KARIM, RAWAD | 108146 | 20.00 | CA | 0.00 | |
| 08/16/2024 | 24T0144A | MARISCAL ALCALA, TEODULO | 108147 | 159.00 | CC | 0.00 | 100304440912 |
| 08/16/2024 | 24T1237A | COOPER, DESTINY RAVON DESHA | 108148 | 229.00 | CC | 0.00 | 100304462008 |
| 08/16/2024 | 24T1238A | COOPER, DESTINY RAVON DESHA | 108149 | 369.00 | CC | 0.00 | 100304462008 |
| 08/16/2024 | 24T1300A | KOTTUKAPPALLIL JOSEPH, JOSEPH | 108150 | 232.00 | CC | 0.00 | 100304466532 |
| 08/16/2024 | 24T1231A | AVINA CHIHUAHUA, JOSE LUIS | 108151 | 159.00 | CC | 0.00 | 100304469437 |
| 08/16/2024 | 24T1282A | RAMIREZ IBARRA, MANUEL GUADALUP | 108152 | 182.00 | CC | 0.00 | 100304498671 |
| 08/16/2024 | 24T1283A | RAMIREZ IBARRA, MANUEL GUADALUP | 108153 | 229.00 | CC | 0.00 | 100304498671 |
| 08/16/2024 | LT240243A | MURLIN PRATT | 108154 | 22.00 | CA | 0.00 | |
| 08/16/2024 | DC240466A | ABC LEGAL SERVICES | 108155 | 54.00 | CK | 0.00 | 50284739 |

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| Date | Case # | Payee | Rcpt # | Rcpt Amt | Pay Type | Balance | Reference |
|------------|-----------|--------------------------------|----------|----------|----------|---------|---------------|
| 08/16/2024 | DC240467A | ABC LEGAL SERVICES | 108156 | 54.00 | CK | 0.00 | 50284514 |
| 08/16/2024 | DC240468A | ABC LEGAL SERVICES | 108157 | 54.00 | CK | 0.00 | 50284512 |
| 08/16/2024 | LT240253A | NATIONWIDE COMPLIANT | 108158 | 234.00 | CK | 0.00 | 205076 |
| 08/16/2024 | DC240469A | ABC LEGAL SERVICES | 108159 | 54.00 | CK | 0.00 | 50284515 |
| 08/16/2024 | DC240470A | ABC LEGAL SERVICES | 108160 | 54.00 | CK | 0.00 | 50284513 |
| 08/16/2024 | DC240471A | ABC LEGAL SERVICES | 108161 | 54.00 | CK | 0.00 | 50284636 |
| 08/16/2024 | 24T0391A | GARCIA GARCIA, NAHUM BELEM | 108162 | 100.00 | CA | 311.00 | |
| 08/19/2024 | LT240254A | JACK O'BOYLE & ASSOCIATES, PLL | 108163 | 234.00 | CK | 0.00 | 204054 |
| 08/19/2024 | 24T1092A | ORDAZ ZAMORA, JUVENCIO | 108164 | 226.00 | CC | 0.00 | 100304529632 |
| 08/19/2024 | 24T1226A | LIERENA CASTANEDA, ABEL JESUS | 108165 | 204.00 | CC | 0.00 | 100304539757 |
| 08/19/2024 | 24T1224A | LOYD, COLTON WAYNE | 108166 | 159.00 | CC | 0.00 | 100304570365 |
| 08/19/2024 | 24T1225A | LOYD, COLTON WAYNE | 108167 | 229.00 | CC | 0.00 | 100304570365 |
| 08/19/2024 | 24T1123A | CORNELIUS, BRENT DAVIS | 108168 | 213.00 | CC | 0.00 | 100304577574 |
| 08/19/2024 | 24T1178A | STUART, ROXANNE RODRIGUEZ | 108169 | 282.00 | CC | 0.00 | 100304593652 |
| 08/19/2024 | 18T2711A | VERMILLION, BROOKS ALLEN | 108170 | 341.00 | CC | 0.00 | 100304615624 |
| 08/19/2024 | 24T1177A | MUNOZ, CIPRIANO | 108171 | 182.00 | MO | 0.00 | 4344794325 |
| 08/19/2024 | 24T1273A | PAYNE, TAYLOR WADE | 108172 | 229.00 | DS | 0.00 | |
| 08/19/2024 | 24T1273A | PAYNE, TAYLOR WADE | 108173 | 20.00 | MO | 0.00 | 29384606788 |
| 08/19/2024 | SC240041A | PL ELECTRICCAL CONSULTING INC | 108174 | 54.00 | UK | 0.00 | 100550 |
| 08/19/2024 | SC240041A | PL ELECTRICCAL CONSULTING INC | 108174-V | -54.00 | UK | 54.00 | 100550 |
| 08/19/2024 | SC240041A | PL ELECTRICCAL CONSULTING INC | 108175 | 54.00 | UK | 0.00 | 100550 |
| 08/19/2024 | LT240255A | THE TOWNHOUSE APTS | 108176 | 144.00 | CA | 0.00 | |
| 08/19/2024 | 24T1209A | MENDEZ GARCIA, JOSE | 108177 | 182.00 | MO | 0.00 | 19-6556666698 |
| 08/19/2024 | LT240256A | BTRG PROPERTY MANAGEMENT, LLC | 108178 | 234.00 | CA | 0.00 | |
| 08/19/2024 | SC240042A | RUSTIN BURGESS | 108179 | 54.00 | CA | 0.00 | |
| 08/19/2024 | DC240472A | SCOTT & ASSOCIATES, PC | 108180 | 54.00 | CK | 0.00 | 2807 |
| 08/19/2024 | DC240473A | ABC LEGAL SERVICES | 108181 | 54.00 | CK | 0.00 | 50283352 |
| 08/19/2024 | DC240474A | ABC LEGAL SERVICES | 108182 | 54.00 | CK | 0.00 | 50283360 |
| 08/19/2024 | DC240475A | ABC LEGAL SERVICES | 108183 | 54.00 | CK | 0.00 | 50283394 |
| 08/19/2024 | DC240476A | ABC LEGAL SERVICES | 108184 | 54.00 | CK | 0.00 | 50283772 |

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|------------|-----------|----------------------------|--------|----------|----------|---------|--------------|
| 08/19/2024 | DC240477A | ABC LEGAL SERVICES | 108185 | 54.00 | CK | 0.00 | 50285105 |
| 08/19/2024 | DC240478A | ABC LEGAL SERVICES | 108186 | 54.00 | CK | 0.00 | 50285193 |
| 08/19/2024 | DC240479A | ABC LEGAL SERVICES | 108187 | 54.00 | CK | 0.00 | 50285303 |
| 08/19/2024 | DC240480A | PROFESSIONAL CIVIL PROCESS | 108188 | 54.00 | CK | 0.00 | 281697 |
| 08/19/2024 | DC240481A | MOSS LAW FIRM, P.C. | 108189 | 54.00 | CK | 0.00 | 39883 |
| 08/19/2024 | 24T1296A | MARTINEZ, SEBASTIAN | 108190 | 159.00 | DS | 0.00 | |
| 08/19/2024 | 24T1296A | MARTINEZ, SEBASTIAN | 108191 | 20.00 | CA | 0.00 | |
| 08/19/2024 | 24T1295A | MARTINEZ, SEBASTIAN | 108192 | 182.00 | DS | 0.00 | |
| 08/19/2024 | 24T1295A | MARTINEZ, SEBASTIAN | 108193 | 20.00 | CA | 0.00 | |
| 08/19/2024 | 24T1297A | MARTINEZ, SEBASTIAN | 108194 | 204.00 | CA | 0.00 | |
| 08/20/2024 | LT240257A | JOSE C. ESPINOZA | 108195 | 144.00 | CA | 0.00 | |
| 08/20/2024 | 18T0792A | SMITH, ALEC XAVIER | 108196 | 798.60 | CC | 0.00 | 100304695876 |
| 08/20/2024 | 24T1298A | MARTINEZ, FAVIOLA | 108197 | 183.00 | CC | 0.00 | 100304738190 |
| 08/20/2024 | 18T2208A | ROYAL, HARLEY D | 108198 | 84.00 | CC | 0.00 | 100304760088 |
| 08/20/2024 | LT240229A | REGINALD SMITH | 108199 | 180.00 | MO | 0.00 | 19656208366 |
| 08/20/2024 | 24T1302A | CABADAS, CECILIA SANCHEZ | 108200 | 182.00 | CA | 0.00 | |
| 08/20/2024 | LT240258A | MIGUEL AGUILAR | 108201 | 144.00 | CA | 0.00 | |
| 08/20/2024 | 24T1188A | HOLLOWAY, GEORGE ZAE'QUAN | 108202 | 159.00 | DS | 0.00 | |
| 08/20/2024 | 24T1188A | HOLLOWAY, GEORGE ZAE'QUAN | 108203 | 20.00 | CA | 0.00 | |
| 08/21/2024 | 24T1303A | SAAVEDRA, MARIA DE | 108204 | 182.00 | CC | 0.00 | 100304801451 |
| 08/21/2024 | 16T6819A | RADBIL, NOAH DANIEL | 108205 | 227.50 | CC | 0.00 | 100304802596 |
| 08/21/2024 | 16T6820A | RADBIL, NOAH DANIEL | 108206 | 656.50 | CC | 0.00 | 100304802596 |
| 08/21/2024 | 24T0463A | CIMINO, ANTHONY STONE | 108207 | 326.30 | CC | 0.00 | 100304840677 |
| 08/21/2024 | 24T1152A | SALAZAR, SILVANO | 108208 | 182.00 | CA | 0.00 | |
| 08/21/2024 | DC240482A | PROFESSIONAL CIVIL PROCESS | 108209 | 54.00 | CK | 0.00 | 281153 |
| 08/21/2024 | DC240483A | PROFESSIONAL CIVIL PROCESS | 108210 | 54.00 | CK | 0.00 | 281846 |
| 08/21/2024 | DC240484A | ABC LEGAL SERVICES | 108211 | 54.00 | CK | 0.00 | 50285434 |
| 08/21/2024 | DC240485A | ABC LEGAL SERVICES | 108212 | 54.00 | CK | 0.00 | 50285435 |
| 08/21/2024 | DC240486A | ABC LEGAL SERVICES | 108213 | 54.00 | CK | 0.00 | 50285439 |
| 08/21/2024 | DC240487A | ABC LEGAL SERVICES | 108214 | 54.00 | CK | 0.00 | 50285438 |

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|------------|-----------|--------------------------------|--------|----------|----------|---------|----------------------|
| 08/21/2024 | 24T1205A | RAMIREZ, MISAEL YAHIR | 108215 | 182.00 | DS | 0.00 | |
| 08/21/2024 | 24T1205A | RAMIREZ, MISAEL YAHIR | 108216 | 20.00 | CA | 0.00 | |
| 08/22/2024 | 24T1148A | LUCIO, SARAI | 108217 | 182.00 | CA | 0.00 | |
| 08/22/2024 | 24T1149A | LUCIO, SARAI | 108218 | 229.00 | DS | 0.00 | |
| 08/22/2024 | 24T1149A | LUCIO, SARAI | 108219 | 20.00 | CA | 0.00 | |
| 08/22/2024 | 24T1058A | HATFIELD, BRYANT BOYD | 108220 | 282.00 | CC | 0.00 | 100304932457 |
| 08/22/2024 | LT240259A | JAGARLAMUDI SRENI | 108221 | 234.00 | CA | 0.00 | |
| 08/22/2024 | 24T0763A | CORTES, BRENDA | 108222 | 182.00 | CC | 0.00 | 100304925548 |
| 08/22/2024 | LT240260A | ENNIS MHP, LLC | 108223 | 234.00 | MO | 0.00 | 19-583357630/19-5833 |
| 08/23/2024 | 24T1251A | ROJAS VILLAFANA, JOSE ALBERTO | 108224 | 159.00 | CC | 0.00 | 100304999977 |
| 08/23/2024 | 24T1252A | ROJAS VILLAFANA, JOSE ALBERTO | 108225 | 182.00 | CC | 0.00 | 100304999977 |
| 08/23/2024 | 24T1247A | TINAJERO, JOSE FRANCISCO | 108226 | 159.00 | CC | 0.00 | 100304958656 |
| 08/23/2024 | 24T1248A | TINAJERO, JOSE FRANCISCO | 108227 | 159.00 | CC | 0.00 | 100304958656 |
| 08/23/2024 | LT240261A | COBB MARTINEZ WOODWARD PLLC | 108228 | 144.00 | CK | 0.00 | 20957 |
| 08/23/2024 | LT240262A | COBB MARTINEZ WOODWARD PLLC | 108229 | 234.00 | CK | 0.00 | 20958 |
| 08/23/2024 | 24T1306A | SCHOFFEY, ERIC HESTON | 108230 | 144.00 | UK | 150.00 | 9881335429 |
| 08/23/2024 | 24T1206A | VAZQUEZ, GERMAN | 108231 | 182.00 | CA | 0.00 | |
| 08/26/2024 | 24T1334A | BILLIE, JONATHAN MERRELL | 108232 | 369.00 | CC | 0.00 | 100305040440 |
| 08/26/2024 | 24T1345A | DORANTES ESPINO, REY DAVID | 108233 | 182.00 | CC | 0.00 | 100305045045 |
| 08/26/2024 | 24T0112A | DAVILA, SOPHIA CAROLINA | 108234 | 399.10 | CC | 0.00 | 100305075282 |
| 08/26/2024 | 24T0602A | LOCKHART, JORDAN DAJAE | 108235 | 234.00 | CC | 0.00 | 100305076470 |
| 08/26/2024 | 24T0109A | COOPER, CURT RYAN | 108236 | 330.20 | CC | 0.00 | 100305088395 |
| 08/26/2024 | 24T0819A | LARA, CARLOS DANIEL | 108237 | 66.00 | CC | 0.00 | 100305124611 |
| 08/26/2024 | 24T0795A | FOWLER, KTYN C | 108238 | 229.00 | CA | 0.00 | |
| 08/26/2024 | LT240241A | JACK O'BOYLE & ASSOCIATES, PLL | 108239 | 180.00 | CK | 0.00 | 204059 |
| 08/26/2024 | LT240242A | JUDGE FITE MANAGEMENT CO | 108240 | 180.00 | CK | 0.00 | 038183 |
| 08/26/2024 | LT240263A | FEM REAL ESTATE INC | 108241 | 144.00 | CK | 0.00 | 001536 |
| 08/26/2024 | LT240264A | FEM REAL ESTATE INC | 108242 | 144.00 | CK | 0.00 | 001536 |
| 08/26/2024 | DC240488A | MOSS LAW FIRM, P.C. | 108243 | 54.00 | CK | 0.00 | 364233 |
| 08/26/2024 | DC240489A | MOSS LAW FIRM, P.C. | 108244 | 54.00 | CK | 0.00 | 364013 |

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|------------|-----------|-----------------------------|--------|----------|----------|---------|--------------|
| 08/26/2024 | LT240265A | 1ST PREMIER REAL ESTATE | 108245 | 144.00 | CA | 0.00 | |
| 08/26/2024 | DC240490A | ABC LEGAL SERVICES | 108246 | 54.00 | CK | 0.00 | 50285768 |
| 08/26/2024 | DC240491A | ABC LEGAL SERVICES | 108247 | 54.00 | CK | 0.00 | 50285771 |
| 08/26/2024 | DC240492A | HOSTO & BUCHAN, PLLC | 108248 | 54.00 | CK | 0.00 | 054845 |
| 08/26/2024 | DC240493A | ABC LEGAL SERVICES | 108249 | 54.00 | CK | 0.00 | 50286073 |
| 08/26/2024 | DC240494A | ABC LEGAL SERVICES | 108250 | 54.00 | CK | 0.00 | 50286074 |
| 08/26/2024 | DC240495A | ABC LEGAL SERVICES | 108251 | 54.00 | CK | 0.00 | 50286077 |
| 08/26/2024 | DC240496A | ABC LEGAL SERVICES | 108252 | 54.00 | CK | 0.00 | 50286403 |
| 08/27/2024 | LT240248A | MARIBEL PASTOR | 108253 | 180.00 | CA | 0.00 | |
| 08/27/2024 | LT240266A | BARRY & SEWART, PLLC | 108254 | 144.00 | CK | 0.00 | 32712 |
| 08/27/2024 | 23T0886A | REYES SANCHEZ, LENIN JAVIER | 108255 | 256.10 | CC | 0.00 | 100305202517 |
| 08/27/2024 | DC240497A | ABC LEGAL SERVICES | 108256 | 54.00 | CK | 0.00 | 50286806 |
| 08/27/2024 | 24T1243A | ORTIZ, ANTHONY | 108257 | 182.00 | DS | 0.00 | |
| 08/27/2024 | 24T1243A | ORTIZ, ANTHONY | 108258 | 20.00 | CA | 0.00 | |
| 08/27/2024 | 24T1244A | ORTIZ, ANTHONY | 108259 | 229.00 | DS | 0.00 | |
| 08/27/2024 | 24T1244A | ORTIZ, ANTHONY | 108260 | 20.00 | CA | 0.00 | |
| 08/27/2024 | 24T1328A | FINLEY, JOSHUA TAYLOR | 108261 | 144.00 | CA | 150.00 | |
| 08/27/2024 | 24T1354A | ENGLEDOW, TROY ODELL | 108262 | 229.00 | DS | 0.00 | |
| 08/27/2024 | 24T1354A | ENGLEDOW, TROY ODELL | 108263 | 20.00 | CA | 0.00 | |
| 08/27/2024 | LT240246A | FBM REAL ESTATE, INC | 108264 | 180.00 | CK | 0.00 | 001537 |
| 08/27/2024 | 10T9747A | COOPER, STEPHEN DEMAR | 108265 | 358.80 | MO | 0.00 | 29450650026 |
| 08/28/2024 | 24T1213A | CARMONA, ANGELICA | 108266 | 229.00 | DS | 0.00 | |
| 08/28/2024 | 24T1213A | CARMONA, ANGELICA | 108267 | 20.00 | CA | 0.00 | |
| 08/28/2024 | 24T1059A | JENNINGS, JIMMY DON | 108268 | 282.00 | MO | 0.00 | 19-574397160 |
| 08/28/2024 | 24T1330A | LYTTON, DAVID LEE | 108269 | 229.00 | DS | 0.00 | |
| 08/28/2024 | 24T1330A | LYTTON, DAVID LEE | 108270 | 20.00 | CC | 0.00 | 100305311135 |
| 08/28/2024 | 24T1234A | PATTERSON, CULVER NEEEL | 108271 | 332.00 | CC | 0.00 | 100305303461 |
| 08/28/2024 | 24T0649A | MULTHUP, ROBERT ALAN | 108272 | 213.00 | CC | 0.00 | 100305275281 |
| 08/28/2024 | 24T1204A | CLEVELAND, KELSEY LYNN | 108273 | 229.00 | DS | 0.00 | |
| 08/28/2024 | 24T1204A | CLEVELAND, KELSEY LYNN | 108274 | 20.00 | CA | 0.00 | |

PAYMENT TYPES REPORT
 PAYMENT TYPES BETWEEN 08/01/2024 AND 08/31/2024
 FOR ALL PAYMENT TYPES
 SORTED BY RECEIPT DATE

| Date | Case # | Payee | Rcpt # | Rcpt Amt | Pay Type | Balance | Reference |
|------------|-----------|---------------------------|--------|----------|----------|---------|--------------|
| 08/28/2024 | 24T1116A | FERNANDEZ, SAUL CRUZ | 108275 | 229.00 | CA | 0.00 | |
| 08/29/2024 | 24T1336A | CASTILLO, SAMUEL | 108276 | 182.00 | CC | 0.00 | 100305367247 |
| 08/29/2024 | 24T1373A | FRENCH, TRAVIS ODEN | 108277 | 159.00 | CC | 0.00 | 100305375797 |
| 08/29/2024 | 23T0816A | TOBAR, CARLOS CRUZ | 108278 | 84.00 | CA | 0.00 | |
| 08/29/2024 | 23T0817A | TOBAR, CARLOS CRUZ | 108279 | 128.00 | CA | 0.00 | |
| 08/29/2024 | 23T0818A | TOBAR, CARLOS CRUZ | 108280 | 115.00 | CA | 0.00 | |
| 08/29/2024 | 06T9363A | STILES, LINDA SUE | 108281 | 374.40 | CC | 0.00 | 100305386602 |
| 08/29/2024 | 24T0873A | CAMPBELL, TRAVIS DEVIN | 108282 | 307.00 | CA | 0.00 | |
| 08/29/2024 | DC240498A | ABC LEGAL SERVICES | 108283 | 54.00 | CK | 0.00 | 50287205 |
| 08/29/2024 | 24T0901A | SANDOVAL, BARTOLO JR | 108284 | 159.00 | CA | 0.00 | |
| 08/29/2024 | DC240499A | ABC LEGAL SERVICES | 108285 | 54.00 | CK | 0.00 | 50287663 |
| 08/29/2024 | DC240500A | ABC LEGAL SERVICES | 108286 | 54.00 | CK | 0.00 | 50287661 |
| 08/29/2024 | DC240501A | ABC LEGAL SERVICES | 108287 | 54.00 | CK | 0.00 | 50287659 |
| 08/29/2024 | DC240502A | ABC LEGAL SERVICES | 108288 | 54.00 | CK | 0.00 | 50287671 |
| 08/29/2024 | 21T7374A | TAMEZ, KIRK REGAN | 108289 | 100.00 | CA | 232.20 | |
| 08/29/2024 | 24T0926A | ARVIZU MARTINEZ, CLARISSA | 108290 | 182.00 | CA | 0.00 | |
| 08/29/2024 | 24T0925A | ARVIZU MARTINEZ, CLARISSA | 108291 | 182.00 | CA | 0.00 | |
| 08/29/2024 | 24T0927A | ARVIZU MARTINEZ, CLARISSA | 108292 | 213.00 | CA | 0.00 | |
| 08/29/2024 | 24T1078A | TALAVERA CARDOZA, JORGE | 108293 | 100.00 | CA | 271.00 | |
| 08/29/2024 | 24T1076A | TALAVERA CARDOZA, JORGE | 108294 | 100.00 | CA | 84.00 | |
| 08/29/2024 | 24T0692A | GARCIA, EDGAR ALFONSO | 108295 | 100.00 | CA | 131.00 | |
| 08/29/2024 | 24T0693A | GARCIA, EDGAR ALFONSO | 108296 | 100.00 | CA | 271.00 | |
| 08/29/2024 | 24T0694A | GARCIA, EDGAR ALFONSO | 108297 | 100.00 | CA | 84.00 | |
| 08/30/2024 | 24T0246A | WALKER, DEWEY DOUGLAS | 108298 | 100.00 | CC | 294.20 | 100305470127 |
| 08/30/2024 | 24T0635A | SMITH, RODRIGUS CURTIAL | 108299 | 159.00 | CC | 0.00 | 100305502811 |
| 08/30/2024 | 23T0437A | PHILLIPS, JESSE ANDREW | 108300 | 399.10 | CC | 0.00 | 100305524873 |
| 08/30/2024 | LT240267A | BARRY & SEWART, PLLC | 108301 | 144.00 | CK | 0.00 | 32733 |
| 08/30/2024 | LT240237A | NATIONWIDE COMPLIANT | 108302 | 180.00 | CK | 0.00 | 208312 |
| 08/30/2024 | LT240236A | NATIONWIDE COMPLIANT | 108303 | 180.00 | CK | 0.00 | 208311 |
| 08/30/2024 | LT240230A | NATIONWIDE COMPLIANT | 108304 | 180.00 | CK | 0.00 | 208313 |

PAYMENT TYPES REPORT
 PAYMENT TYPES BETWEEN 08/01/2024 AND 08/31/2024
 FOR ALL PAYMENT TYPES
 SORTED BY RECEIPT DATE

| Date | Case # | Payee | Rcpt # | Rcpt Amt | Pay Type | Balance | Reference |
|------------|-----------|----------------------------|--------|----------|----------|---------|------------|
| 08/30/2024 | 24T0574A | STEPHENS, JAYLEN DONTAYE | 108305 | 100.00 | CA | 84.00 | |
| 08/30/2024 | SC240043A | JOYCE LINDAUER ATTORNEY | 108306 | 144.00 | CA | 0.00 | |
| 08/30/2024 | 24T1133A | MORA POMARES, ILIA RODOLFO | 108307 | 159.00 | MO | 0.00 | 1315004959 |
| 08/30/2024 | 24T1134A | MORA POMARES, ILIA RODOLFO | 108308 | 229.00 | MO | 0.00 | 1315004959 |
| 08/30/2024 | LT240268A | JOSE QUEVEDO | 108309 | 144.00 | CA | 0.00 | |
| 08/30/2024 | 23T1062A | SENTER, BARBARA J | 108310 | 182.00 | CA | 0.00 | |
| 08/30/2024 | 24T1201A | SANCHEZ, MARTIN JR | 108311 | 140.00 | CA | 368.00 | |
| 08/30/2024 | LT240218A | FBM REAL ESTATE, INC | 108312 | 180.00 | CK | 0.00 | 001538 |
| 08/30/2024 | 24T1195A | GUERRERO GODINEZ, ABEL | 108313 | 182.00 | CA | 0.00 | |
| 08/30/2024 | 24T1196A | GUERRERO GODINEZ, ABEL | 108314 | 369.00 | CA | 0.00 | |
| 08/30/2024 | 24T1197A | GUERRERO GODINEZ, ABEL | 108315 | 159.00 | CA | 0.00 | |

CA - 10550.20 76 Rcpts
 CK - 8370.00 93 Rcpts
 MO - 2701.80 13 Rcpts
 CC - 19307.10 73 Rcpts
 DS - 4502.00 22 Rcpts
 UK - 198.00 4 Rcpts

TOTAL: 45629.10 281

DETAIL REPORT

REPORT CREATED: 09/03/2024 12:02:19 PM

Report Overview

Bureaus In Report: **1**
 Payments: **70 / \$20,510.10**
~~Credits: 1 / \$32.00~~
 Pending: **0 / \$0.00**

Start Date: **07/31/2024 04:00:00**
 End Date: **08/31/2024 04:00:00**
 Total Payments: **71**

ELLIS COUNTY, TX JP 1

RECORD COUNT: 79

Report Information

Bureau Code: 7653304
 Start Date: 07/31/2024 04:00:00
 End Date: 08/31/2024 04:00:00

*JP#1
 Receipted*

Totals
 Payments: 70 / \$20,510.10
 Credits: 1 / \$32.00
 Pending: 0 / \$0.00

| Detail | Refund Status | Payment ID | Processed Time | Case number or Driver's License Number | Amount | Flow | Outcome | Name |
|----------------------|----------------|--------------|----------------------|--|----------|---------|----------|---------------------------|
| View | Unavailable | 100303509615 | 8/2/2024 8:38:10 AM | [REDACTED] | \$213.00 | Payment | Declined | Alfonzo Ramos |
| View | Request Refund | 100303509923 | 8/2/2024 8:39:57 AM | [REDACTED] | \$213.00 | Payment | Complete | Alfonzo Ramos |
| View | Request Refund | 100303570385 | 8/2/2024 1:11:53 PM | [REDACTED] | \$229.00 | Payment | Complete | |
| View | Request Refund | 100303574392 | 8/2/2024 1:27:42 PM | [REDACTED] | \$250.00 | Payment | Complete | |
| View | Request Refund | 100303575648 | 8/2/2024 1:33:08 PM | [REDACTED] | \$182.00 | Payment | Complete | Brianna Marie Journey |
| View | Request Refund | 100303612504 | 8/2/2024 3:54:11 PM | TXC241735243 | \$182.00 | Payment | Complete | Gerardo A Mesa |
| View | Unavailable | 100303626006 | 8/2/2024 9:30:06 PM | [REDACTED] | \$184.00 | Payment | Declined | Jonathan Cristian Salinas |
| View | Request Refund | 100303626010 | 8/2/2024 9:31:14 PM | [REDACTED] | \$184.00 | Payment | Complete | Jonathan Cristian Salinas |
| View | Unavailable | 100303720053 | 8/5/2024 2:17:44 PM | [REDACTED] | \$159.00 | Payment | Declined | Yulior Garcia Batista |
| View | Request Refund | 100303720589 | 8/5/2024 2:19:49 PM | [REDACTED] | \$159.00 | Payment | Complete | Yulior Garcia Batista |
| View | Request Refund | 100303749463 | 8/5/2024 4:33:19 PM | 19T2974A | \$798.60 | Payment | Complete | JARVIS MANUEL |
| View | Request Refund | 100303764658 | 8/6/2024 8:55:16 AM | [REDACTED] | \$817.70 | Payment | Complete | Threllas Banks |
| View | Request Refund | 100303795798 | 8/6/2024 12:01:37 PM | txc241809127 | \$369.00 | Payment | Complete | |
| View | Request Refund | 100303799825 | 8/6/2024 12:27:59 PM | [REDACTED] | \$204.00 | Payment | Complete | |
| View | Request Refund | 100303837030 | 8/6/2024 3:58:01 PM | [REDACTED] | \$182.00 | Payment | Complete | |

| Detail | Refund Status | Payment ID | Processed Time | Case number or Driver's License Number | Amount | Flow | Outcome | Name |
|----------------------|-----------------------|--------------|--------------------------|--|----------|---------|----------|---------------------------------|
| View | Unavailable | 100303846946 | 8/6/2024 8:15:33 PM | [REDACTED] | \$281.00 | Payment | Declined | Joseph Clark |
| View | Request Refund | 100303847038 | 8/6/2024 8:24:32 PM | [REDACTED] | \$281.00 | Payment | Complete | Joseph Clark |
| View | Request Refund | 100303950767 | 8/8/2024 10:22:02 AM | TXC241593173 | \$307.00 | Payment | Complete | JOEL VILLANUEVA |
| View | Request Refund | 100304039202 | 8/9/2024 9:57:28 AM | [REDACTED] | \$182.00 | Payment | Complete | Noel Soto |
| View | Request Refund | 100304080609 | 8/9/2024 1:27:09 PM | [REDACTED] | \$370.00 | Payment | Complete | |
| View | Request Refund | 100304126108 | 8/9/2024 11:07:35 PM | [REDACTED] | \$67.00 | Payment | Complete | Carlos Lars |
| View | Request Refund | 100304166705 | 8/12/2024 8:13:38 AM | [REDACTED] | \$159.00 | Payment | Complete | Dayton A Williams |
| View | Unavailable | 100304194558 | 8/12/2024 10:59:44 AM | 24T1187A | \$341.00 | Payment | Declined | Maria V. Ortiz Rocha |
| View | Request Refund | 100304195443 | 8/12/2024 11:03:56 AM | 24T1187A | \$341.00 | Payment | Complete | Maria V. Ortiz Rocha |
| View | Request Refund | 100304256819 | 8/12/2024 4:49:30 PM | [REDACTED] | \$381.00 | Payment | Complete | Tripp James Ortiz |
| View | Request Refund | 100304302272 | 8/13/2024 12:36:11 PM | [REDACTED] | \$282.00 | Payment | Complete | Yoslay Melendiz G |
| View | Request Refund | 100304362404 | 8/14/2024 10:06:27 AM | 20T5752A | \$464.10 | Payment | Complete | Dustin Tompkins |
| View | Request Refund | 100304362405 | 8/14/2024 10:06:27 AM | 20T5753A | \$256.10 | Payment | Complete | Dustin Tompkins |
| View | Request Refund | 100304362406 | 8/14/2024 10:06:27 AM | 20T5754A | \$200.20 | Payment | Complete | Dustin Tompkins |
| View | Request Refund | 100304388863 | 8/14/2024 1:01:44 PM | [REDACTED] | \$159.00 | Payment | Complete | |
| View | Request Refund | 100304422973 | 8/14/2024 5:18:34 PM | [REDACTED] | \$815.10 | Payment | Complete | MARCUS SLOAN |
| View | Request Refund | 100304422977 | 8/14/2024 5:18:36 PM | [REDACTED] | \$396.50 | Payment | Complete | MARCUS SLOAN |
| View | Request Refund | 100304423954 | 8/14/2024 6:21:13 PM | [REDACTED] | \$307.00 | Payment | Complete | Gary McConnel |
| View | Request Refund | 100304440912 | 8/15/2024 9:31:29 AM | 24T0144A | \$159.00 | Payment | Complete | Edith Mariscal |
| View | Request Refund | 100304462008 | 8/15/2024 11:30:42 AM | [REDACTED] | \$598.00 | Payment | Complete | |
| View | Request Refund | 100304466532 | 8/15/2024 11:56:10 AM | [REDACTED] | \$232.00 | Payment | Complete | |
| View | Request Refund | 100304469437 | 8/15/2024 12:14:39 PM | [REDACTED] | \$159.00 | Payment | Complete | |
| View | Request Refund | 100304498671 | 8/15/2024 2:52:11 PM | txc241799303 | \$411.00 | Payment | Complete | manuel guadalupe ramirez ibarra |

| Detail | Refund Status | Payment ID | Processed Time | Case number or Driver's License Number | Amount | Flow | Outcome | Name |
|----------------------|----------------|--------------|--------------------------|--|----------|---------|----------|----------------------|
| View | Request Refund | 100304529632 | 8/16/2024 8:17:22 AM | [REDACTED] | \$226.00 | Payment | Complete | Juvencio Ordazzamora |
| View | Request Refund | 100304539757 | 8/16/2024 9:22:48 AM | [REDACTED] | \$204.00 | Payment | Complete | Abel J Llerena |
| View | Unavailable | 100304565446 | 8/16/2024 11:34:46 AM | [REDACTED] | \$213.00 | Payment | Declined | |
| View | Request Refund | 100304570365 | 8/16/2024 12:01:01 PM | [REDACTED] | \$388.00 | Payment | Complete | Colton Loyd Colton |
| View | Request Refund | 100304577574 | 8/16/2024 12:40:36 PM | [REDACTED] | \$213.00 | Payment | Complete | brent cornelius |
| View | Request Refund | 100304593652 | 8/16/2024 1:59:14 PM | [REDACTED] | \$282.00 | Payment | Complete | Roxanne Stuart |
| View | Request Refund | 100304615624 | 8/16/2024 3:43:50 PM | 18T2711A | \$341.00 | Payment | Complete | BROOKS VERMILLION |
| View | Request Refund | 100304695876 | 8/19/2024 10:40:16 AM | 18T0792A | \$798.60 | Payment | Complete | Willie E Smith Jr |
| View | Request Refund | 100304738190 | 8/19/2024 1:58:37 PM | [REDACTED] | \$183.00 | Payment | Complete | Faviola Martinez |
| View | Request Refund | 100304760088 | 8/19/2024 4:02:45 PM | 18T2208A | \$84.00 | Payment | Complete | Harley Royal |
| View | Request Refund | 100304801451 | 8/20/2024 11:26:37 AM | 24T1303A | \$182.00 | Payment | Complete | Maria Saavedra |
| View | Request Refund | 100304802596 | 8/20/2024 11:34:21 AM | [REDACTED] | \$884.00 | Payment | Complete | Noah Radbil |
| View | Request Refund | 100304840677 | 8/20/2024 3:39:13 PM | [REDACTED] | \$326.30 | Payment | Complete | Anthony Stone Cimino |
| View | Request Refund | 100304925548 | 8/21/2024 4:10:38 PM | TXC241631248 | \$182.00 | Payment | Complete | Brenda Y Cortes |
| View | Request Refund | 100304932457 | 8/21/2024 8:02:49 PM | [REDACTED] | \$282.00 | Payment | Complete | Bryant Boyd Hatfield |
| View | Request Refund | 100304958656 | 8/22/2024 10:49:06 AM | [REDACTED] | \$350.00 | Payment | Complete | |
| View | Request Refund | 100304999977 | 8/22/2024 3:01:03 PM | TXC241846506 | \$341.00 | Payment | Complete | Jose Alberto Rojas |
| View | Request Refund | 100305040440 | 8/23/2024 9:56:41 AM | TXC241851130 | \$369.00 | Payment | Complete | Jonathan Billie |
| View | Unavailable | 100305043935 | 8/23/2024 10:14:23 AM | 24T1345A | \$182.00 | Payment | Declined | NEREIDA VARGAS |
| View | Request Refund | 100305045045 | 8/23/2024 10:19:46 AM | 24T1345A | \$182.00 | Payment | Complete | NEREIDA VARGAS |
| View | Unavailable | 100305073938 | 8/23/2024 12:48:48 PM | [REDACTED] | \$234.00 | Payment | Declined | Jordan Lockhart |
| View | Request Refund | 100305075282 | 8/23/2024 12:56:06 PM | [REDACTED] | \$399.10 | Payment | Complete | |
| View | Request Refund | 100305076470 | 8/23/2024 1:02:36 PM | [REDACTED] | \$234.00 | Payment | Complete | |

| Detail | Refund Status | Payment ID | Processed Time | Case number or Driver's License Number | Amount | Flow | Outcome | Name |
|----------------------|----------------|--------------|-----------------------|--|----------|---------|----------|----------------------------|
| View | Request Refund | 100305088395 | 8/23/2024 1:59:41 PM | [REDACTED] | \$330.20 | Payment | Complete | Curt Cooper |
| View | Unavailable | 70866985 | 8/23/2024 4:19:44 PM | [REDACTED] | \$32.00 | Credit | Complete | |
| View | Request Refund | 100305124611 | 8/23/2024 11:34:39 PM | [REDACTED] | \$66.00 | Payment | Complete | Carlos Daniel Lara |
| View | Request Refund | 100305202517 | 8/26/2024 1:35:09 PM | 23T0886A | \$256.10 | Payment | Complete | Lenin Javier Reyes Sanchez |
| View | Request Refund | 100305275281 | 8/27/2024 11:24:56 AM | TXC241677690 | \$213.00 | Payment | Complete | Robert Multhup |
| View | Request Refund | 100305303461 | 8/27/2024 2:17:13 PM | [REDACTED] | \$332.00 | Payment | Complete | Culver Patterson |
| View | Request Refund | 100305311135 | 8/27/2024 2:59:57 PM | [REDACTED] | \$20.00 | Payment | Complete | David L Lytton |
| View | Request Refund | 100305367247 | 8/28/2024 11:33:39 AM | [REDACTED] | \$182.00 | Payment | Complete | Samuel Castillo |
| View | Request Refund | 100305375797 | 8/28/2024 12:27:57 PM | [REDACTED] | \$159.00 | Payment | Complete | |
| View | Request Refund | 100305386602 | 8/28/2024 1:33:05 PM | [REDACTED] | \$374.40 | Payment | Complete | Linda Sue Stiles |
| View | Request Refund | 100305470127 | 8/29/2024 11:52:40 AM | 24T0246A | \$100.00 | Payment | Complete | Dewey Walker Dewey |
| View | Request Refund | 100305502811 | 8/29/2024 2:37:11 PM | [REDACTED] | \$159.00 | Payment | Complete | |
| View | Request Refund | 100305524873 | 8/29/2024 4:35:49 PM | 23T0437A | \$399.10 | Payment | Complete | Jesse Phillips |
| View | Request Refund | 100305565488 | 8/30/2024 9:57:26 AM | [REDACTED] | \$369.00 | Payment | Complete | Laura Silva Laura |
| View | Request Refund | 100305615096 | 8/30/2024 12:54:11 PM | 24T0542A | \$213.00 | Payment | Complete | Delia Rubio |
| View | Request Refund | 100305615097 | 8/30/2024 12:54:11 PM | 24T0543A | \$182.00 | Payment | Complete | Delia Rubio |
| View | Request Refund | 100305618417 | 8/30/2024 1:06:36 PM | TXC241735243 | \$229.00 | Payment | Complete | Gerardo Arturo Meza |
| View | Request Refund | 100305630280 | 8/30/2024 1:48:16 PM | [REDACTED] | \$178.00 | Payment | Complete | |

↓
 Receipted 9-3-24

7653304 // Ellis County, TX JP 1

Payment Detail

Payment ID 70866985
Date/Time 08/23/2024 4:19:44 PM
Amount \$32.00
Conv. Fee \$0.00
Flow Credit

Billing Information

First Name
Middle Name
Last Name
Name Suffix
Address [REDACTED]
City
State
Postal Code [REDACTED]
Country
Telephone [REDACTED]
Email Address

Credit Card Payment

Card Type [REDACTED]
Auth Response
Origination IVR
Outcome Complete
Card Number (last 4) [REDACTED]

Additional Information

Payment Type
Case number or Driver's License Number [REDACTED]

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-2020-2021-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: September 10, 2024

NAME: Tim Birdwell

PHONE: 972-825-5555 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: September 17, 2024

DESCRIPTION OF AGENDA REQUEST: Consent Agenda Item (as follows)

Please accept the resignation of ESD#7 Bristol, Brian Almand effective immediately, please accept the application for ESD#7 Bristol Eric Keathly which term ends, December 31, 2025

*

County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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: 9/10/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Bob Carroll

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: 40th District Court

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

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

Line Item Transfer

DECREASE 001-0180-508020 Equipment by \$700.00

INCREASE 001-0180-506980 Law Books/Dues by \$700.00

COMMISSIONERS COURT AGENDA REQUEST

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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Please fill out this form completely:

DATE: 09/04/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ashley Schleif

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: AgriLife

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer

DECREASE 001-0050-508050 Conference by \$600.00
INCREASE 001-0050-508190 Computer Equipment by \$600.00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 09/11/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ashley Schleif

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: AgriLife

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer

DECREASE 001-0050-508030 Furniture/Fixtures by \$400.00
INCREASE 001-0050-508010 Supplies by \$400.00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 09/06/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

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

Line Item Transfer

DECREASE 001-0320-508010 Supplies by \$100.00

INCREASE 001-0320-506010 Mileage Reimbursement by \$100.00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: September 5, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Richard Rozier

PHONE: 972-825-5150

FAX: _____

DEPARTMENT OR ASSOCIATION: Tax Office

ADDRESS: 109 S Jackson, Waxahachie, TX. 75168

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

| | |
|--|---|
| Decrease 001-0370-507030 Telephone \$6,500 | Increase 001-0370-508010 Supplies \$6,500 |
| Decrease 001-0370-508880 Computer Svcs \$2,650 | Increase 001-0370-508350 Trng \$2,650 |
| Decrease 001-0370-508090 Auto Repairs \$250 | Increase 001-0370-508080 Auto/Gas \$250 |
| Decrease 001-0370-508090 Auto Repairs \$210 | Increase 001-0370-508050 Conf \$210 |
| Decrease 001-0370-506010 Mileage Reimb \$1,600 | Increase 001-0370-508040 Postage \$1,600 |
| Decrease 001-0370-508060 Off Bond/Dues \$1,475 | Increase 001-0370-508040 Postage \$1,475 |
| Decrease 001-0370-508730 Maint/Off Equip \$1,520 | Increase 001-0370-508010 Supplies \$1,520 |
| Decrease 001-0370-508090 Auto Repairs \$920 | Increase 001-0370-508010 Supplies \$920 |



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2024

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

| TRANSFER FROM | | |
|-----------------|-----------------------|--------------|
| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
| 001-0370-507030 | Telephone | \$ 6,500.00 |
| 001-0370-508880 | Computer Services | \$ 2,650.00 |
| 001-0370-508090 | Auto Repairs | \$ 250.00 |
| 001-0370-508090 | Auto Repairs | \$ 210.00 |
| 001-0370-506010 | Mileage Reimbursement | \$ 1,600.00 |
| 001-0370-508060 | Official Bond/Dues | \$ 1,475.00 |
| | TOTAL: | \$ 12,685.00 |

| TRANSFER TO | | |
|-----------------|---------------|--------------|
| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
| 001-0370-508010 | Supplies | \$ 6,500.00 |
| 001-0370-508350 | Training | \$ 2,650.00 |
| 001-0370-508080 | Auto Gas/Oil | \$ 250.00 |
| 001-0370-508050 | Conference | \$ 210.00 |
| 001-0370-508040 | Postage | \$ 1,600.00 |
| 001-0370-508040 | Postage | \$ 1,475.00 |
| | TOTAL: | \$ 12,685.00 |

Bill Fey
Signature

09/04/2024
Date

Tax Office
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: Patricia Bremer



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2024

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

| TRANSFER FROM | | |
|-----------------|----------------|--------------|
| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
| 001-0370-505020 | Salaries - F/T | \$ 19,430.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL: | \$ 19,430.00 |

| TRANSFER TO | | |
|-----------------|-----------------|--------------|
| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
| 001-0370-508730 | Maint/Ofc Equip | \$ 2,400.00 |
| 001-0370-508050 | Conference | \$ 500.00 |
| 001-0370-508060 | Bonds/Dues | \$ 30.00 |
| 001-0370-508350 | Training | \$ 500.00 |
| 001-0370-508010 | Supplies | \$ 16,000.00 |
| | | |
| | | |
| | TOTAL: | \$ 19,430.00 |

Signature

09/11/2024
Date

Tax Office
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: Patricia Bremer

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-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.

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Please fill out this form completely:

DATE: September 11, 2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Richard Rozier

PHONE: 972-825-5150 FAX: _____

DEPARTMENT OR ASSOCIATION: Tax Office

ADDRESS: 109 S. Jackson

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda): Decrease 001-0370-505020 Salaries - F/T \$19,430.00

Increase 001-0370-508730 Maint/Ofc Equip \$2,400.00

Increase 001-0370-508050 Conference \$500.00

Increase 001-0370-508060 Bond/Dues \$30.00

Increase 001-0370-508350 Training \$500.00

Increase 001-0370-508010 Supplies \$16,000.00

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 9/10/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Cheryl Chambers

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer

DECREASE 001-0400-508350 Training by \$1,800.00
INCREASE 001-0400-508010 Supplies by \$300.00
INCREASE 001-0400-508050 Conference by \$1,500.00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 09/11/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Machaela Sandefer

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Emergency Management

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer

DECREASE 001-0430-508100 Auto Tires by \$400.00
INCREASE 001-0430-508110 Auto Purchase/Insurance by \$300.00
INCREASE 001-0430-508150 Uniform Expense by \$100.00

COMMISSIONERS COURT AGENDA REQUEST

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***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: 09/11/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Brad Norman

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Jail

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer
DECREASE 001-0015-505020 Salaries by \$538,000

INCREASE 001-0015-505022 Overtime by \$400,000
INCREASE 001-0015-505030 Certification Pay by \$6,400
INCREASE 001-0015-508010 Supplies by \$25,000
INCREASE 001-0015-508030 Furniture by \$5,000
INCREASE 001-0015-508120 Radio by \$600
INCREASE 001-0015-508140 Inmate Feeding by \$101,000



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 |
|-----------------|---------------|---------------|
| 001-0015-505020 | Salaries | \$ 538,000.00 |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | \$ 538,000.00 |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-----------------|-------------------|---------------|
| 001-0015-505022 | Overtime | \$ 400,000.00 |
| 001-0015-505030 | Certification Pay | \$ 6,400.00 |
| 001-0015-508010 | Supplies | \$ 25,000.00 |
| 001-0015-508030 | Furniture | \$ 5,000.00 |
| 001-0015-508120 | Radio | \$ 600.00 |
| 001-0015-508140 | Inmate Feeding | \$ 101,000.00 |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | \$ 538,000.00 |

| | | |
|---|--------------------|------------|
|  | September 11, 2024 | 015 / JAIL |
| Signature of Department Head | Date Signed | Department |

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

APPROVED THIS _____ DAY OF _____, 2024

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

Approved by County Auditor's Office: Patricia Bremer

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 09/11/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Brad Norman

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Sheriff's Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/17/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer
DECREASE 001-0010-505020 Salaries by \$79,000
INCREASE 001-0010-506020 Staff Travel & Expense by \$2,200; INCREASE 001-0010-507020 Repairs by \$2,500.00; INCREASE 001-0010-507040 Pest Control by \$750; INCREASE 001-0010-508040 Shipping by \$1,000; INCREASE 001-0010-508090 Auto Repairs by \$35,000; INCREASE 001-0010-508100 Auto Tires by \$250; INCREASE 001-0010-508570 Peripheral by \$5,000; INCREASE 001-0010-508890 Transport by \$20,000; INCREASE 001-0010-509020 K9 Supplies by \$7,300; INCREASE 001-0010-509960 Contract Svc Radio Agreement by \$5,000



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 |
|-----------------|---------------|--------------|
| 001-0010-505020 | Salaries | \$ 79,000.00 |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | \$ 79,000.00 |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-----------------|------------------------------|--------------|
| 001-0010-506020 | Staff Travel & Expense | \$ 2,200.00 |
| 001-0010-507020 | Repairs | \$ 2,500.00 |
| 001-0010-507040 | Pest Control | \$ 750.00 |
| 001-0010-508040 | Shipping | \$ 1,000.00 |
| 001-0010-508090 | Auto Repairs | \$ 35,000.00 |
| 001-0010-508100 | Auto Tires | \$ 250.00 |
| 001-0010-508570 | Peripheral | \$ 5,000.00 |
| 001-0010-508890 | Transport Expense | \$ 20,000.00 |
| 001-0010-509020 | K9 Supplies | \$ 7,300.00 |
| 001-0010-509960 | Contract Svc-Radio Agreement | \$ 5,000.00 |
| | TOTAL | \$ 79,000.00 |

| | | |
|---|--------------------|-------------------|
|  | September 11, 2024 | 010 / SO |
| <i>Signature of Department Head</i> | <i>Date Signed</i> | <i>Department</i> |

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

APPROVED THIS _____ DAY OF _____, 2024

_____ County Judge

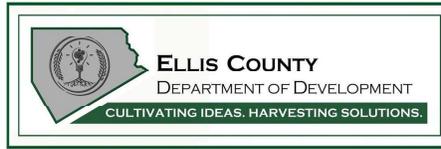
_____ Commissioner Precinct #1

_____ Commissioner Precinct #2

_____ Commissioner Precinct #3

_____ Commissioner Precinct #4

Approved by County Auditor's Office: Patricia Bremer



**Department of Development Agenda Items
Ellis County Commissioners' Court -
September 17, 2024
2:00 PM**

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 192089. This ± 27.391-acre site is located ± 2,000 feet north of the intersection of FM 878 and Rios Road, Palmer, Road and Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration & action to amend the conditions of a previously-approved variance request for Parcel ID 294695 from Volume I, Section IV (A) (2) (Residential Lots) of the Subdivision & Development Standards. The property contains ± 64.81 acres of land located on the north side of FM 1181, ± 1,475 feet east of the intersection of FM 1181 and Allard Road, Ennis, Road and Bridge Precinct No. 2.

Agenda Item No. 1.3

Discussion, consideration, and action to ratify staff action on a plat of Langley Addition Lots 1 & 2, Block A. The ±0.858-acre site is located at the northeast intersection of FM 34 and Hemphill Street, situated in Ellis County Land School Survey, Abstract 329, Avalon, Road and Bridge Precinct No. 2.

Agenda Item No. 1.4

Discussion, consideration, and action on a plat of Americase Business Park, Lots 4A & 4B, being a replat of Americase Business Park, Lot 4. The property contains ± 6.06 acres of land, located at the northwest intersection of Perimeter Road and Hoyt Road, Waxahachie, Road and Bridge Precinct No. 3.

EXECUTIVE SESSION

MUD updates

Selinger vs. Ellis County (if needed)

| | | | |
|---|---|--------------------|---|
| ELLIS COUNTY COMMISSIONERS COURT | | September 17, 2024 |  |
| REPORTING DEPARTMENT: <i>Department of Development (DoD)</i> | | | |
| AGENDA TYPE | Variance Request – Road Frontage - Parcel ID No. 192089 Pct. No. 1 AGENDA ITEM NO. 1.1 | | |

CAPTION:

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 192089. This ± 27.391-acre site is located ± 2,000 feet north of the intersection of FM 878 and Rios Road, Palmer, Road and Bridge Precinct No. 1.

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 192089

APPLICANT(s):

Pedro Osuna
Lenny Braun, representative
Rick Justiss, Agent

ATTACHMENTS:

- 1) Location Map
- 2) Letter of Request
- 3) Survey Exhibit
- 4) Court Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to develop this ± 27.391-acre site; however, it does not meet the minimum 150-foot public road frontage requirement.
- The applicant wishes to develop this property for personal use, intending to apply for two single-family residence permits.
- The only way to develop this property is through a variance from the Commissioners Court.
- Staff informed the applicant there is a distance of ± 200 feet between the end of the publicly maintained Rios Road and the 27-acre property seeking the variance. This means they could likely be trespassing without an access easement. To date, no known record of any filed access easement to this property exists.

NOTICE REQUIREMENTS

Section VIII (A) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Below is a summary of the satisfaction of that legal notice requirement.

| DATE OF NOTIFICATION | NO. OF LETTERS |
|----------------------|-------------------|
| 9/6/2024 | Three (3) letters |

PERTINENT REGULATION(s):

Below is a summary of minimum County standards and the proposed request:

| Relief Sought From: | County Dev. Standard: | Applicant's Request: | Difference: |
|--|-----------------------|----------------------|-------------|
| Lots – Minimum Public Road Frontage | 150 feet | ± 0 feet | ± 150 foot |

Section VIII (B) relief from the rules and regulations:

1. There are special conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
3. That the granting of the relief will not be detrimental to the public finances, health, safety, or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.
5. That the situation causing the hardship or difficulty is neither self-imposed nor self-created.

FINAL ANALYSIS:

Variances are policy directives that the Commissioners Court considers on a case-by-case basis.

Staff cannot support this variance request because there is no recorded access easement for the ± 200 feet between the end of Rios Road and the 27-acre property seeking this variance request.

Should the Commissioners Court decide to approve this variance request for PID No. 192089 – allowing one (1) lot to develop without meeting the minimum road frontage requirement – staff requests it be subject to the following conditions:

1. Prior to the issuance of any building permit, a filed and recorded agreement and easement shall be executed between both parties to ensure access to this site and submitted to the Department of Development as part of the building permit application.
2. Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
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.



-96.759409 32.417340 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 8/7/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap\11 DOD\DOD Case Location.mxd

Ellis County Commissioners Court
109 S. Jackson Street
Waxachie, TX 75165

I am writing on behalf of Mr. Pedro Osuna who held a meeting with you on May 15, 2024 in regards to Parcel ID 192089, 27.391 Acres. As representative of the owner of this tract and I am requesting a variance on behalf of Mr. Osuna. Mr. Osuna is under contract to purchase this tract with intentions to build two homes for his personal use only and to reside on this land.

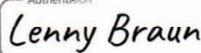
According to Ellis County Development requirements there must be a 150 foot public road frontage for any development of land and if more than three habitable structures were to be built. Mr. Osuna only wants to build two homes and will be residing and retaining ownership of this property. This road known as Rios and/or Graves Rd. was once a county road and at some point no longer maintained by the County.

I have provided a copy of the survey which shows the distance from the sign to the beginning of property line. There is also a fire hydrant and valve in place on the property. I have attached a copy of Deed as well.

I am asking for this variance to allow for a building and septic permit on this property.

Mr. Rick Justiss will be acting as my agent for submittal, processing, representation and presentation of this application. The designee shall be the primary contact person for this application.

Thank you,


Lenny Braun
Aztec Development Co.

07/18/24

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

On September 17TH 2024, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Lane Grayson, Commissioner, Pct. 2
- Louis Ponder, Commissioner, Pct. 3
- Kyle Butler, Commissioner, Pct. 4

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 192089. THE ± 27.391-ACRE SITE IS LOCATED ± 2,000 FEET NORTH OF THE INTERSECTION OF FM 878 AND RIOS ROAD, PALMER, ROAD AND BRIDGE PRECINCT NO. 1, PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above and are incorporated into the body of this order as if fully set forth herein. The granting of relief in the form of a lesser standard will not adversely impact public health, safety, general welfare, or traffic conditions and will not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 192089 from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing one (1) lot without meeting the minimum road frontage requirement, subject to the following conditions:

- 1) Prior to the issuance of any building permit, a filed and recorded agreement and easement shall be executed between both parties to ensure access to this site and submitted to the Department of Development as part of the building permit application.
- 2) Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
- 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.

| Relief Sought From: | County Development Standard: | Approved Request: | Difference: |
|--|-------------------------------------|--------------------------|--------------------|
| Lots – Minimum Public Road Frontage | 150 feet | ± 0 feet | ± 150 feet |

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THE 17TH DAY OF SEPTEMBER 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: **RF Variance PID 192089**
 Case Number:
 Parcel ID: **192089**

Department of Development
 Case Location Map
 Date Printed: **8/7/2024**



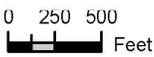
Cases

County Line

Parcels

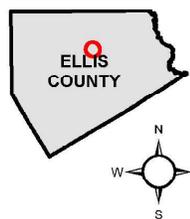
Neighborhoods

Road Centerlines



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



| | | | |
|--|---|--------------------|---|
| ELLIS COUNTY COMMISSIONERS COURT | | September 17, 2024 |  |
| REPORTING DEPARTMENT: <i>Department of Development (DoD)</i> | | | |
| AGENDA TYPE | Variance Request – 294695 Pct. No. 2 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 to amend the conditions of the previously approved variance request for Parcel ID No. 294695 from Volume I, Section IV (A) (2) (Residential Lots) of the Subdivision & Development Standards. The property contains ± 64.81 acres of land located on the north side of FM 1181, ± 1,475 feet east of the intersection of FM 1181 and Allard Road, Ennis, Road and Bridge Precinct No. 2.

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 294695

APPLICANT(s):

Randy and Davelyn Webb

ATTACHMENTS:

- 1) Location Map
- 2) Letter of Request
- 3) Survey Exhibit
- 4) Court Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The Commissioners Court initially approved a variance request submitted by the previous property owner on March 8, 2022, to allow only one permitted structure without meeting the minimum road frontage requirements (Minute Order 175.22).
- When the property was sold to the Webbs, this variance was used to build a single-family residence for Mrs. Webb’s daughter.
- Since then, the applicant stated they would like to place an additional residential structure and rebuild a dilapidated barn on the property. Staff tried to work with the applicant within the parameters of the conditions of approval for that variance; however, their proposed request was outside of those approved parameters.
- The applicant requests to apply for an additional development permit to build their residence on the property.
- Before any further development can occur, an amendment to the conditions set forth within the previous variance request must be approved by the Commissioners’ Court.
- Anything beyond the second residential structure will trigger the multi-tenant development criteria, meaning an Infrastructure Development Plan, drainage plans, internal concrete or asphalt road, etc.

NOTICE REQUIREMENTS

Section VIII (A) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Below is a summary of the satisfaction of that legal notice requirement.

| DATE OF NOTIFICATION | NO. OF LETTERS |
|----------------------|-----------------------|
| 9/6/2024 | Thirteen (13) letters |

PERTINENT REGULATION(s):

Below is a summary of minimum County standards and the proposed request:

| Relief Sought From: | Previous set condition: | Approved Request: | Difference: |
|---|--|--|----------------------------------|
| Conditions of the previously approved variance request | Only one permitted structure on the property | Permit an additional structure on the property | Additional residential structure |

Section VIII (B) relief from the rules and regulations:

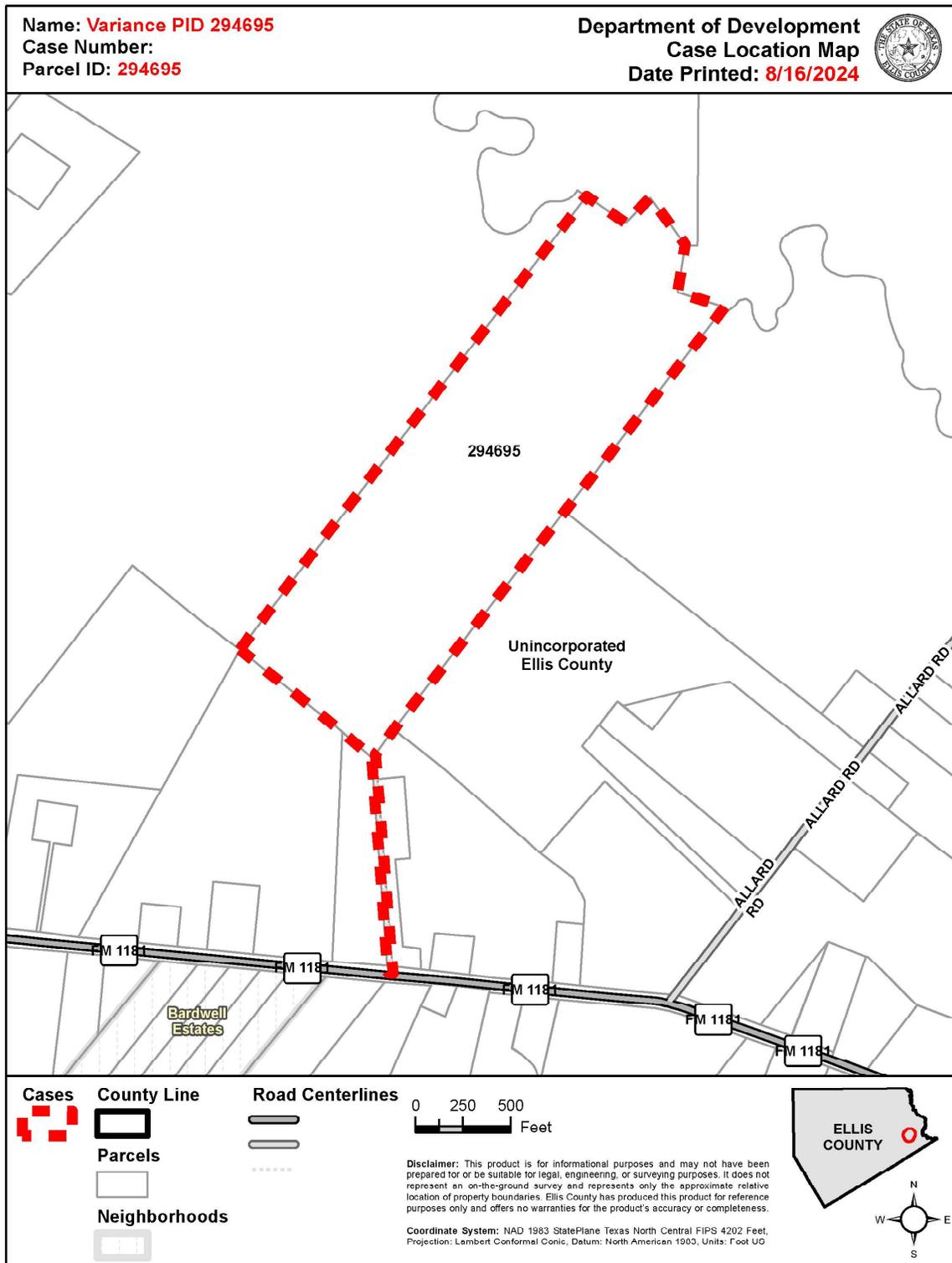
1. There are special conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
3. That the granting of the relief will not be detrimental to the public finances, health, safety, or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.
5. That the situation causing the hardship or difficulty is neither self-imposed nor self-created.

FINAL ANALYSIS:

While variances are policy directives that the Commissioners Court considers on a case-by-case basis, this request appears to meet the established variance criteria.

Should the Commissioners Court decide to approve this variance request for PID No. 294695 – amending the original variance request by allowing additional structures to be permitted, placed, and remodeled on the property subject to the following conditions:

1. Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
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. Anything beyond the second residential structure shall trigger the multi-tenant development criteria in effect at that time.



-96.518082 32.347482 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 8/16/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap\11 DOD\DOD Case Location.mxd

Re: Amendment to Variance at 4900 FM 1181 – Minute Order 175.22

To Whom It May Concern:

We are applying to amend the variance received on our property by the previous owner, Gregory Hines.

We have used that original variance for our daughter and her family to build a home. You can see their home on the attached overhead photo to the left just as you enter the property. (“Kids’ Home” in Diagram 1).

We have been told that in order to build a second home, we would need to tear down the existing barn and keep our home within the 2400 sf size of the barn, including porches and a garage. We would like to amend the existing variance to include a home for ourselves beyond the 2,400 sf of the existing barn to add porches and a garage. Our project has already been informally approved by the Department of Development, except for the porches around the home.

Ideally, we would like to keep the barn, which is approximately 40’ x 60’, and build our home next to it. Not because the barn is a beautiful accent to our property, it is by no means a beautiful structure. It is, however, an old dirt floor pole barn that we have become attached to and would like to keep if at all possible. We do have tractors and equipment that we would like to be able to park under its cover. The barn would also be useful for storage while our home is being constructed.

We are looking at a modular/mobile home that is approximately 2,300 sf and would like to be able to add a covered porch along the pond side of the home, as well as add a garage on the barn side. We have not had official plans drawn up for a garage, or porch, but attached is a floor plan of the home with some markings of where we would like the porch and garage. (Diagram 2). We didn’t want to spend money on detailed drawings before the project was approved.

If it is not possible to keep the barn and build a home we would take the barn down and the house would be moved over slightly that way so the garage would basically be where the barn is, and possibly part of the home. (Diagram 3).

Diagram 4 is a larger scale of the home with garage and porch.

It is not and has never been our intent to build a complex on our property. We simply want a place to retire with our kids and grandchildren close as well as have a comfortable home with covered outdoor space and a place to park our vehicles while we enjoy the view of the pond. We have also discussed our plans with our neighbors, and they do not oppose our project.

We appreciate your consideration of this request and are happy to answer any questions you may have.

– Randy and Davelynn Webb

DIAGRAM 4

Pond

Kids



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

On September 17th, 2024, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Lane Grayson, Commissioner, Pct. 2
- Louis Ponder, Commissioner, Pct. 3
- Kyle Butler, Commissioner, Pct. 4

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS AMENDING THE CONDITIONS OF THE PREVIOUSLY APPROVED VARIANCE REQUEST TO ALLOW THE APPLICANT TO PERMIT ADDITIONAL STRUCTURES FOR THE LOCATION. THE PROPERTY CONTAINS ± 64.81 ACRES OF LAND LOCATED ON THE NORTH SIDE OF FM 1181, ± 1,474 FEET EAST OF THE INTERSECTION OF FM 1181 AND ALLARD ROAD, ENNIS, ROAD AND BRIDGE PRECINCT NO. 2, PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above and are incorporated into the body of this order as if fully set forth herein. The granting of relief in the form of a lesser standard will not adversely impact public health, safety, general welfare, or traffic conditions and will not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 294695 from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing – amending the original variance request by allowing additional structures to be placed and remodeled on the property subject to the following conditions:

- 1) Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
- 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. Anything beyond the second residential structure shall trigger the multi-tenant development criteria in effect at that time.

| Relief Sought From: | Previous set condition: | Approved Request: | Difference: |
|---|--|--|----------------------------------|
| Conditions of the previously approved variance request | Only one permitted structure on the property | Permit an additional structure on the property | Additional residential structure |

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THE 17TH DAY OF SEPTEMBER 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

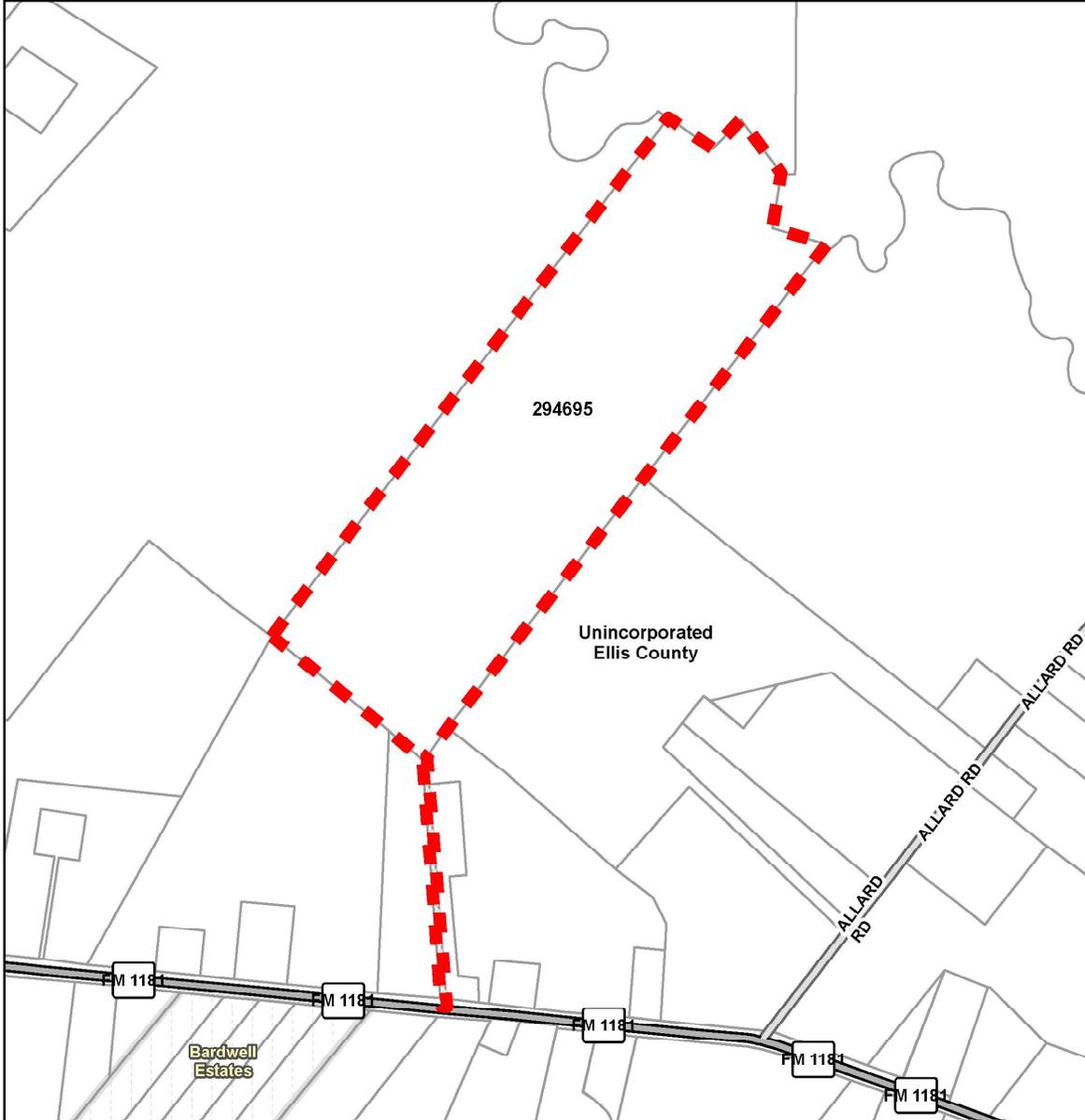
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: **Variance PID 294695**
 Case Number:
 Parcel ID: **294695**

Department of Development
 Case Location Map
 Date Printed: **8/16/2024**



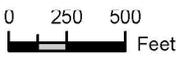
Cases

County Line

Parcels

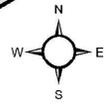
Neighborhoods

Road Centerlines



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



| | | | |
|---|--|--------------------|---|
| ELLIS COUNTY COMMISSIONERS COURT | | September 17, 2024 |  |
| REPORTING DEPARTMENT: <i>Department of Development (DoD)</i> | | | |
| AGENDA TYPE | Langley Addition Pct. No. 3 AGENDA ITEM NO. 1.3 | | |

CAPTION:

Discussion, consideration, and action to ratify staff action on a plat of Langley Addition Lots 1 & 2, Block A. The ±0.858-acre site is located at the northeast intersection of FM 34 and Hemphill Street, situated in Ellis County Land School Survey, Abstract 329, Avalon, Road and Bridge Precinct No. 2.

CASE TYPE:

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

PARCEL ID OR ADDRESS:

Parcel ID No. 183035

APPLICANT(s):

Elliot & Jessica Nichols; Jessica Baldwin

ATTACHMENTS:

- 1) Location Map
- 2) Plat
- 3) Staff Review Email

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The application wishes to plat the property to create two (2) residential lots. These lots are less than one acre as they will be served by sewer.
- The Commissioners' Court approved an encroachment variance on September 3, 2024 (Minute Order 409.24).

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

| ROADWAY | CLASSIFICATION | ROW DEDICATION | COMPLIANCE |
|-----------------|-------------------|----------------|------------|
| Highway 34 | Major (100'-120') | 10 feet | Yes |
| Hemphill Street | Local (60') | 7.5 feet | Yes |

WATER SOURCE:

| PROVIDER | Line Size | Date of Confirmation |
|---------------------|-----------|----------------------|
| Avalon Water Supply | 6 inches | 07/03/2024 |

NOTICE REQUIREMENTS (if applicable):

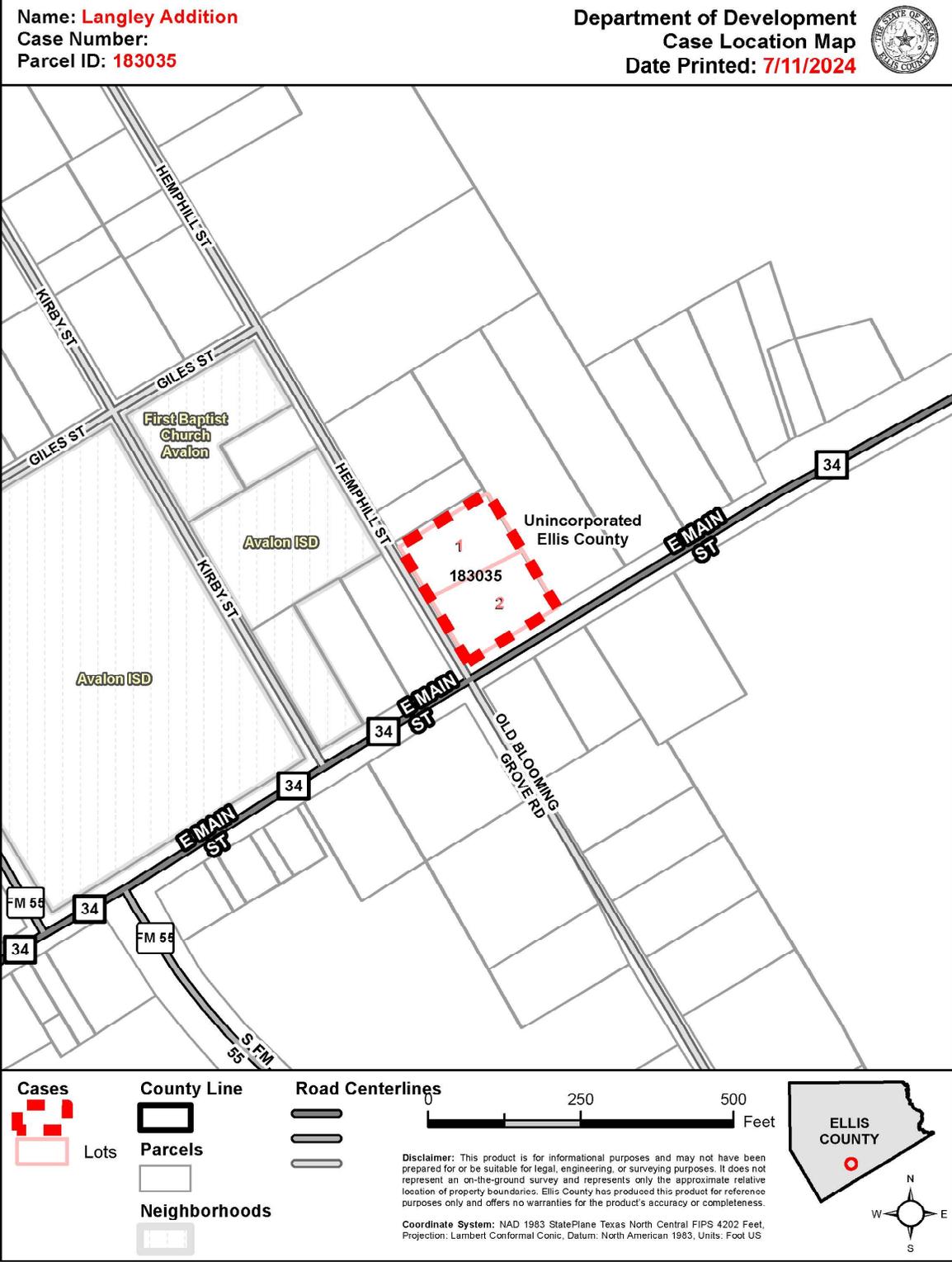
| NEWSPAPER | WEBSITE | SURROUNDING |
|-----------|---------|-------------|
| N/A | N/A | N/A |

ANALYSIS:

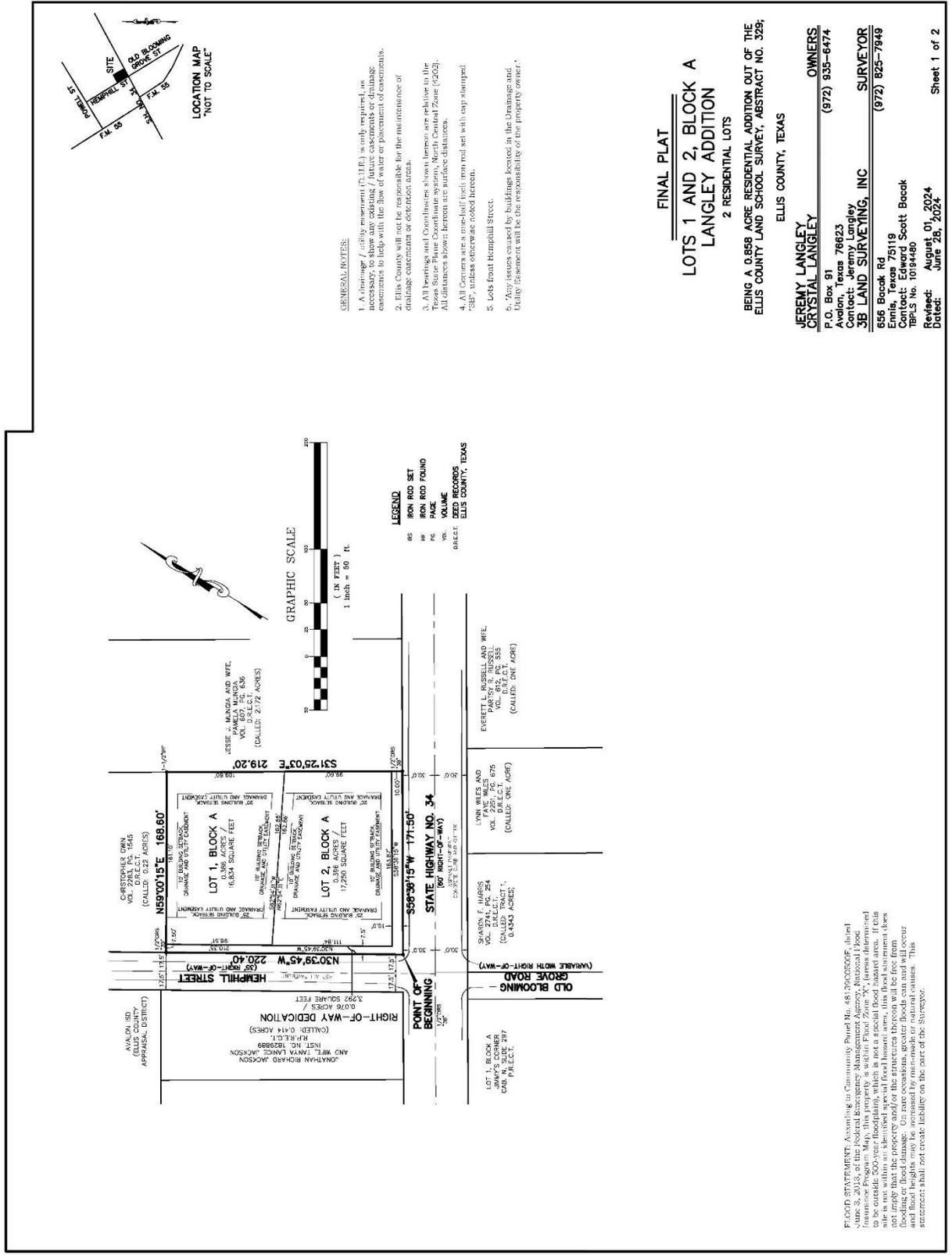
Staff reviewed this plat and denied it on the initial submittal on July 22, 2024, pending the outcome of the variance & other technical comments found within Attachment No. 3.

Since then, the variance was approved, but staff now conditionally approves this plat based on those same comments.

Ratification from the Commissioner's Court is needed to finalize the approval process.



Drawing: C:\Users\Edward\OneDrive - JB Land Surveying, Inc\Projects\LAND\NO2\KLANOC2-pldng Sved By Edward\Save Time: 8/7/2024 9:15 AM
 Printed By: Edward\Plot Date: 8/7/2024 9:15 AM



FINAL PLAT
LOTS 1 AND 2, BLOCK A
LANGLEY ADDITION
2 RESIDENTIAL LOTS

BEING A 0.858 ACRE RESIDENTIAL ADDITION OUT OF THE ELLIS COUNTY LAND SCHOOL SURVEY, ABSTRACT NO. 329; ELLIS COUNTY, TEXAS

JEREMY LANGLEY
CRYSTAL LANGLEY
OWNERS
P.O. Box 91
Avonon, Texas 76623
Contact: Jeremy Langley
JB LAND SURVEYING, INC
SURVEYOR
656 Bacak Rd
Ennis, Texas 75119
Contact: Edward Scott Bacak
IBLS No. 1019460
Reviewed: August 01, 2024
Dated: June 26, 2024
Sheet 1 of 2

From: [Elsa Sieg](#)
To: langlevusmo@yahoo.com; Edward Bacak
Cc: [Crimilda Aguilar](#); Sara Garcia; Alberto Mares
Subject: Langley Addition Lots 1 & 2, Block A (Parcel ID 183035)
Date: Monday, July 22, 2024 4:17:00 PM
Attachments: [image003.png](#)

Good afternoon,

The Department of Development (DoD) received your plat application for **Langley Addition Lots 1 & 2, Block A** on July 8, 2024, for 2 proposed lots on ± 0.858 acres. After staff review, the Director of Planning & Development denies this plat application until the following comments can be satisfied.

1. Provide a floodplain statement matching the attached sample plat with the current FEMA firm#.
2. Label Right-of-Way (ROW) on Hemphill and SH 34 from the centerline.
3. Label the front building setback to 25 feet; this will require a variance before taking the plat application as the existing building encroaches into DUE and building line.
4. Dedicate 7.5 feet of ROW along Hemphill.
5. Label the rear DUE line to 20 feet.
6. Dedicate 10 feet of ROW along SH 34.
7. Label 10 feet of DUE along SH 34.
8. Add a plat note: Any issues caused by buildings located in the DUE shall be the responsibility of the property owner.

The next available submittal date for a variance is August 5, 2024. Below are the links to the variance application, fee schedule and submittal calendar.

[DoD 2023 - 2024 Submittal Calendar](#)

[Plat & Other Cases Application](#)

[Master Fee Schedule](#)

Please let me know if you have any questions.

| | | | |
|---|--|--------------------|---|
| ELLIS COUNTY COMMISSIONERS COURT | | September 17, 2024 |  |
| REPORTING DEPARTMENT: <i>Department of Development (DoD)</i> | | | |
| AGENDA TYPE | Americase Business Park Replat Lot 4A & 4B Pct. No. 3 AGENDA ITEM NO. 1.4 | | |

CAPTION:

Discussion, consideration, and action on a plat of Americase Business Park, Lots 4A & 4B, being a replat of Americase Business Park, Lot 4. The property contains ± 6.06 acres of land, located at the northwest intersection of Perimeter Road and Hoyt Road, Waxahachie, Road and Bridge Precinct No. 3.

CASE TYPE:

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

PARCEL ID OR ADDRESS:

Parcel ID No. 273986

APPLICANT(s):

James & Serena Moir

ATTACHMENTS:

- 1) Location Map
- 2) Plat
- 3) Staff Review Letter

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The Commissioners Court initially approved the plat of Americase Business Park, on July 31st, 2018.
- The purpose of the replat is to create one (1) additional lot, for a total of two (2) lots.
- The City of Waxahachie approved the ETJ petition withdrawal request for this property on May 20th, 2024, Ordinance No. 3486.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

| ROADWAY | CLASSIFICATION | ROW DEDICATION | COMPLIANCE |
|----------------|----------------|----------------------------|------------|
| Perimeter Road | Local (60') | Dedicated w/ previous plat | Yes |
| Hoyt Road | Local 60' | Dedicated w/ previous plat | Yes |

WATER SOURCE:

| PROVIDER | Line Size | Date of Confirmation |
|--------------------|-----------|----------------------|
| Buena Vista-Bethel | 12 inches | 07/12/2024 |

NOTICE REQUIREMENTS (if applicable):

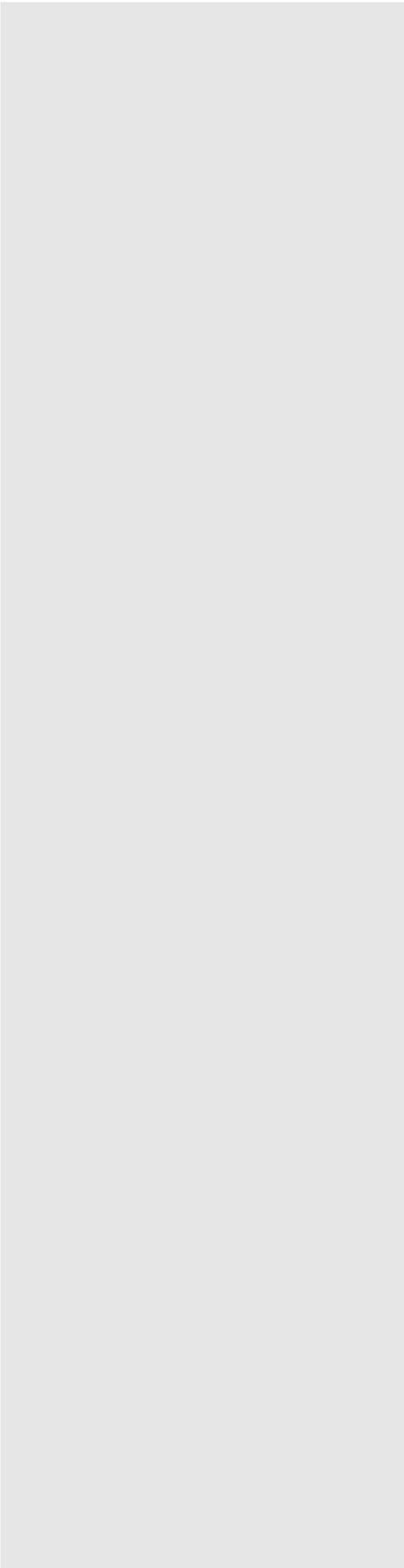
| NEWSPAPER | WEBSITE | SURROUNDING |
|---------------------------------------|---------|-------------------|
| Waxahachie Sun 08/21; 08/27; 09/04 | 08/07 | Three (3) notices |

ANALYSIS:

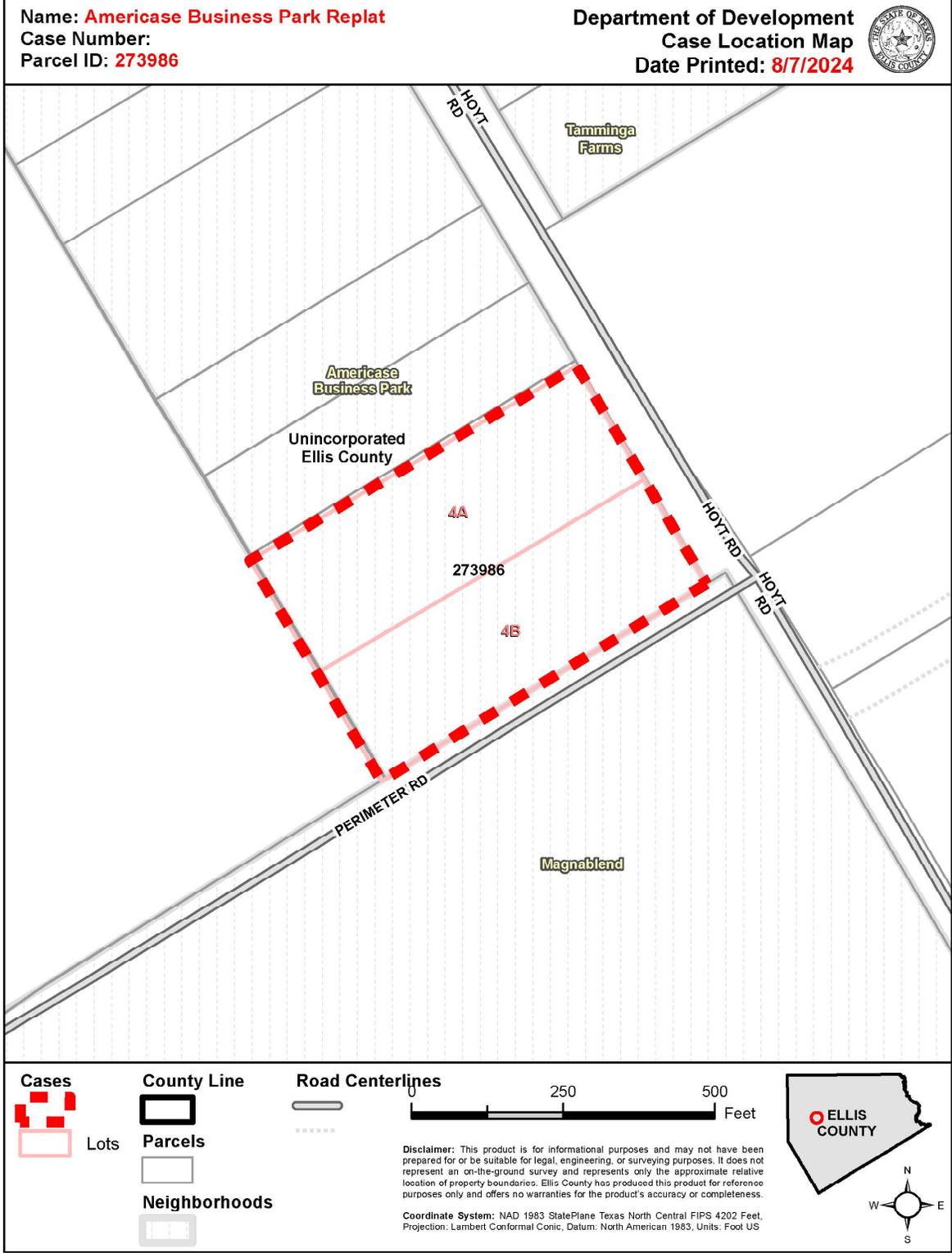
Staff reviewed this plat and **conditionally approved*** the initial submittal on August 19, 2024, provided the conditions are met within Attachment No. 3.

After further review, staff is adding one additional condition to those found in Attachment No. 3 as indicated below:

- Submit a drainage determination application to the Engineering Office. If it is determined a full drainage study/analysis/plan is needed, this plat shall not be filed until that is approved. Any additional easements needed as a result of this can be added to the plat prior to filing.



Ratification from the Commissioner's Court is needed to finalize the approval process.



-96.944682 32.367751 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 8/7/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap\11 DOD\DOD Case Location.mxd



DEPARTMENT OF DEVELOPMENT
 Ellis County
 109 S. Jackson St. Waxahachie, TX 75165

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

August 19, 2024

James & Serena Moir
 Americase Business Park Replat
 Lot 4A & 4B
 341 Hoyt Road
 Waxahachie, TX 75167

Re: Plat Application Submission Action for Americase Business Park Replat, Lot 4A & 4B, (Parcel ID 273986)

The Department of Development (DoD) received your plat application for Americase Business Park Replat, Lot 4A & 4B on August 5, 2024, for 2 proposed lots on ± 6.06 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Update the OSSF statement to match the sample plat attached.
2. Show ROW from the centerline on both roads.
3. Label the ETJ city limit lines.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **September 3, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, August 30, 2024, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg

Elsa M Sieg
 Planner I
 Ellis County Department of Development
 Phone: 972-825-5460 Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
 Sara Garcia, Assistant Director/Planning Manager
 Crimilda Aguilar-McAdams, Permit & Planning Technician

**Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

COMMISSIONERS COURT AGENDA REQUEST

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.

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***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: August 28, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

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: September 17, 2024

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

Discussion, consideration and approval to surplus and donate two office desks from the Sheriff's Office to Texas Department of Public Safety (1720 E Main, Waxahachie).

COMMISSIONERS COURT AGENDA REQUEST

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: September 4, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

Discussion, consideration and approval for the purchase of Firearms and Accessories in an amount of \$128,788.49 from GT Distributors, Inc. using the BuyBoard Cooperative Contract #698-23, for the Ellis County Sheriff's Office.



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

| | |
|--------------|------------|
| Quote | QTE0195937 |
| Date | 8/19/2024 |
| Page: | 1 |

Bill To:

Ellis Co Sheriff's Office (TX)
 Attn: Debra Brown
 300 S. Jackson
 Waxahachie TX 75165

Ship To:

Ellis Co Sheriff's Office (TX)
 300 South Jackson
 Attn: Lt. Joel Rolland
 Waxahachie TX 75165

| Purchase Order No. | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|--------------------|-------------|----------------|-----------------|---------------|---------------|------------|
| ZURFAS 16AUG2024 | 002788 | MPH | FACTORY DIRECT | NET 15 | 0/0/0000 | 2,951,832 |

| Quantity | Item Number | Description | UOM | Unit Price | Ext. Price |
|----------|---------------------|---|------|------------|-------------|
| 1 | NOTES: | Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com | EA | \$0.00 | \$0.00 |
| 50 | LWRC-ICA2R5B16* | LWRC IC-A2 RIFLE 16" BLACK 2024 MSRP \$2,479.00 -15% DISCOUNT=\$2,107.15 | Each | \$1,799.99 | \$89,999.50 |
| 50 | GLOCK-PA455S202MO | Glock 45 Gen 5 MOS w FS 3 MAGS Fxd Sghts 2024 SUGGESTED AGENCY \$434.00 | EA | \$429.00 | \$21,450.00 |
| 50 | AG-GL-349* | 3XL height set. Fits all Glock (except 42,43, 4 2024 MSRP \$102.00 -29% DISCOUNT | EA | \$72.42 | \$3,621.00 |
| 50 | STL-69424* | Streamlight TLR-7A FLEX Rail Mounted Tac Liq 2024 MSRP \$253.66 -56% DISCOUNT | EA | \$111.61 | \$5,580.50 |
| 45 | SAF-6360RDS-28327-4 | Safariland 6360RDS Holster w/Light G19 MOS 2024 MSRP \$214.50 -30% DISCOUNT=\$150.15 | EA | \$145.75 | \$6,558.75 |
| 5 | SAF-6360RDS-28327-4 | Safariland 6360RDS Holster w/Light G19 MOS 2024 MSRP \$214.50 -30% DISCOUNT=\$150.15 | EA | \$145.75 | \$728.75 |

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Your salesperson is Michael Hunter. Thank You.

| | |
|-----------------|--------------|
| Subtotal | \$127,938.50 |
| Misc | \$0.00 |
| Tax | \$0.00 |
| Freight | \$849.99 |
| Total | \$128,788.49 |

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: September 4, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

Discussion, consideration and approval to purchase Hardware Maintenance Services for 350 ExpressVote BMDs for an amount of \$47,250.00 from Elections Systems & Software using the approved Sole Source Exemption (Minute Order 310.23).

**ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE SERVICES AGREEMENT**

THIS HARDWARE MAINTENANCE AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Ellis County, Texas** ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance set forth on Attachment 1 for the Term and any Renewal Periods. The Hardware Maintenance for the Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period.

**ARTICLE II
HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

- a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear

and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S' prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), , or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained

from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment and services to Customer as an independent contractor and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment or services but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means

of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

ELLIS COUNTY, TEXAS
204 E. Jefferson Street
Waxahachie, TX 75165
Fax No.: 972-923-5194

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

PRICING SUMMARY AND PAYMENT TERMS

| <u>Sale Summary:</u> | | |
|---|-----------------|--------------------|
| Description | Refer To | Amount |
| ES&S Hardware Maintenance Fees | Attachment 1 | \$47,250.00 |
| Total Maintenance Fees for the Term: | | \$47,250.00 |
| <u>Terms & Conditions:</u> | | |
| Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer. | | |
| Note 2: <u>Invoicing and Payment Terms are as Follows:</u> | | |
| \$47,250.00 due on or before September 1, 2024 for the Coverage Period of October 1, 2024 through September 30, 2025. | | |

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: **October 1, 2024 through September 30, 2025**

| Qty | Description | Coverage Period | Annual Maintenance Fee Per Unit | Maintenance Fee in Total |
|---|--------------------|-----------------------------|--|---------------------------------|
| 350 | ExpressVote BMD | 10/1/2024 through 9/30/2025 | \$135.00 | \$47,250.00 |
| Total Hardware Maintenance Fees for the Term | | | | \$47,250.00 |

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Ellis County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of equipment.
5. Repair Services.
 - Customer receives coverage for interim repair calls.

- Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
- A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

COMMISSIONERS COURT AGENDA REQUEST

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: September 9, 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: CONSENT-September 17, 2024

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

Approval of an Interlocal agreement between Grayson County and Ellis County in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN GRAYSON COUNTY AND ELLIS COUNTY, TEXAS**

THIS AGREEMENT shall become effective upon execution by both **Grayson County**, and **Ellis County, Texas**; jointly referred to herein as “parties”.

WHEREAS, the respective parties are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies;

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.
Purpose**

The purpose of this Agreement is to authorize the parties mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

**II.
Duration of Agreement**

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III. Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

Grayson County Purchasing Agent is hereby designated as the official representative to act for **Grayson County, Texas** in all matters relating to this agreement.

The Purchasing Agent is hereby designated as the official representative to act for the **Ellis County, Texas**, in all matters relating to this agreement.

IV. Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

GRAYSON COUNTY, TEXAS

By: Bruce Dawsey
Grayson County Judge

By: Todd Little
Ellis County Judge

Date signed

Date signed



An Insurance Proposal Prepared For

ELLIS COUNTY

October 1, 2024 to October 1, 2025

Presented by

Lori Nelson, CIC

Account Executive

Lori.nelson@hibbshallmark.com

Sharon Morse ACSR

Account Administrator

Sharon.morse@hibbshallmark.com

Offices Across Texas:

Tyler ♦ Austin ♦ Dallas ♦ Forney ♦ Houston

TF (800) 765-6767

Hibbs-Hallmark & Company

www.hibbshallmark.com

Corporate Office:

501 Shelley Drive, Suite 200

P. O. Box 8357

Tyler, TX 75711

903.561.8484 **Phone**

800.765.6767 **Toll Free**

903.581.5988 **Fax**

These Coverage Summaries are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, limitations, and exclusions of actual policies will apply. Coverage quoted or indicated is based upon information provided by you. Specimen copies of all policies may be requested for review prior to the binding of coverage.



Trident Public Risk Solutions is a preeminent provider of specialty commercial insurance and risk management solutions for public entities and public schools in the United States. We have a customer centric business model where value is realized through our service, the ability to provide customizable products and programs to our public entity clients, and dedicated claims management.

Reasons to do business with Trident:

Financial Stability

Ease of Doing Business

Best Overall Value

Trident Public Risk Solutions
Hibbs-Hallmark & Company
10-1-2024 / 10-1-2025
9/5/2024

| | | |
|---|--------------------|--|
| Property - ARCH Ins Deductible | \$594,414 | \$143,417,106 total values \$10,000 All Perils except 1% w/\$50,000 Min Wind/Hail Deductible (Value increase \$5,477,746) |
| Inland Marine - ARCH Ins Deductible | \$23,376 | Scheduled equipment \$1,000 \$16,177,821 (Increase of \$313,261) |
| EQ Breakdown - Hartford Steam Deductible | \$7,700 | Limit \$100,000,000 \$5,000 |
| General Liability - Ascot Ins Deductible | \$21,138 | Limit \$500,000 \$0 |
| Empl Benefits - Ascot Ins Deductible | Included | Limit \$500,000 \$1,000 |
| Auto Liability - Ascot Ins Deductible # units | \$110,110 | Limit \$500,000 \$2,500 455 (increase of 33 units) |
| Auto Phys Dmg - Ascot Ins Deductible | \$145,704 | \$16,989,247 \$2,500 (Increase of \$3,340,029) |
| Law Enforcement - Ascot Ins Deductible Occurrence Form | \$216,597 | Limit \$1,000,000/2,000,000 \$10,000 |
| Public Officials - Ascot Ins Deductible | \$63,046 | Limit \$1,000,000/3,000,000 \$10,000 |
| Employment Practices - Ascot Ins Deductible | Incl | Limit \$1,000,000/2,000,000 \$15,000 |
| Excess Liability - Ascot Ins | \$36,005 | Limit \$1,000,000 agg each Law, P Officials, EPLI |
| Cyber & Crime - Travelers | \$31,577 | See detail for Limits Crime Deduct \$5,000; Cyber \$10,000 |
| Total | \$1,249,667 | |
| Option on Property | \$560,121 | \$143,417,106 total values (\$34,293 savings) \$10,000 All Perils except 1% w/\$250,000 Min Wind/Hail Deductible |

NOTE: Property, vehicles or equipment added after 9/5/2024 will incur additional charge.



TRIDENT

PUBLIC RISK SOLUTIONS
MEMBER OF PARAGON INSURANCE HOLDINGS, LLC



Risk Control Services

Trident Public Risk Solutions provides access to a wealth of risk management services for our insureds and their agents, developed by our experienced risk control professionals who thoroughly understand the unique exposures posed by local government.

Onsite Risk Control Evaluation

The Trident Risk Control team can provide a variety of onsite evaluation options including:

Best Practice Surveys- This is a custom approach that analyzes your entities loss drivers what best practices you do and do not have in place to address them. Since risk management programs can vary by department, we meet with each department to learn more about how they operate and then create custom recommendations.

Site Surveys- Physical surveys to inspect a facility or a location you may have concerns about to determine mitigation strategies.

We will provide, where needed, input about operations and best practices to help determine what existing practices need improvement and what exposures are likely to increase the occurrence of a loss. We strive to provide our insureds and their agents with practical solutions and sample best practices to help address any exposures that have been identified.

Risk Control Web Site

As a client of Trident, you will have access to numerous materials and resources through our Risk Control web site. This site, located on the risk control tab on paragoninsgroup.com/trident-public-risk, provides an abundance of online resources that are focused on our most common loss drivers and emerging trends.

Materials are available on a variety of subjects, including:

- Employment Practices
- Fleet Maintenance & Driver Best Practices
- Catastrophe & Disaster Planning
- Playground & Recreation
- Law Enforcement & Jails
- Public Works Infrastructure
- Building Maintenance & Property Conservation
- Risk Transfer
- Operational Policy & Procedure Fact Sheets

Ask the Risk Manager

Receive personalized advice on risk control issues directly from our experienced staff to questions you submit on our risk control web site. This is your chance to get answers to queries about certificates of insurance, risk avoidance, risk transference, contractual liability issues and other operational issues. For example, we can provide answers to such questions as:

- What risk management issues should I be concerned with when hiring contractors?
- How do I know if my risk management policies and procedures are sufficient?
- I have a new service or operation. What controls should I have in place to reduce risk and keep people safe?

Client Risk Profile

Our Client Risk Profile is a detailed loss analysis that outlines your loss drivers by year, by line of coverage and by department. This report is an extremely helpful tool that clearly illustrates how many losses you are having and how much they are costing you. Upon request, a Risk Control consultant will analyze your report and provide you with recommendations as well as sample best practices to help address your areas of concern.

Trident University Online Training

Trident University, in partnership with LocalGovU, offers web-based training courses – at no cost to your employees! 500+ courses cover topics within the areas of law enforcement, jail operations, fleet and driver safety, human resources, safety and environmental issues, management, productivity, and customer service.

More Resources

- OSS – Law Enforcement Advisors®
- OSS Academy Law Enforcement & Corrections Training®
- HCA Asset Management – Property Appraisals
- Mutual Boiler Re for inspecting boilers and air compressors
- Trident eRiskHub® for controlling and mitigating Cyber Risk

Please feel free to contact your Trident Marketing, Risk Control, or Underwriting representative if you have further questions about the site, or e-mail Robert Marinelli at: robert.marinelli@tridentpublicrisk.com

ALREADY A CLIENT? LOG ON TODAY!
Visit paragoninsgroup.com/trident-public-risk

45 Nod Road, Avon, CT 06001 800 285 4081

PROPERTY

| <u>Standard Coverage</u> | <u>Limit</u> |
|---------------------------------|---------------------|
| Building | \$133,405,888 |
| Business Personal Property | \$10,011,218 |
| TOTAL INSURED VALUES | \$143,417,106 |
| Blanket Limit Applies | Yes |
| Cause of Loss Form | Special |
| Co-Insurance | Agreed Amount |
| Deductible | \$10,000 |
| Water Damage Deductible | \$50,000 |
| Valuation | See Schedule |
| Margin Clause | N/A |

Notes:

Protective Safeguard Endorsement (CP 04 11) will be attached and applied to P1 (sprinkler) and P9 (Ansul) systems.

Limitations on Roof Surfacing - Included

| <u>Other Perils</u> | <u>Included/ Excluded</u> | <u>Limit</u> | <u>Deductible</u> | <u>Subject to Minimum</u> |
|----------------------------|----------------------------------|---------------------|--------------------------|----------------------------------|
| Wind/Hail | Included | | 1% | \$50,000 |
| Flood* | Excluded | N/A | N/A | |
| Earthquake | Excluded | N/A | N/A | N/A |

*If a Flood limit is shown above, please note that we will not pay for any loss or damage arising out of a flood that occurs at any location located wholly or partially in FEMA identified Zones A or V, regardless of how the Zone may be named.

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|----------------------------|----------------------------------|---------------------|--------------------------|----------------------------------|
| Wind/Hail | Included | | 1% | \$250,000 |
| Flood* | Excluded | N/A | N/A | |
| Earthquake | Excluded | N/A | N/A | N/A |

*If a Flood limit is shown above, please note that we will not pay for any loss or damage arising out of a flood that occurs at any location located wholly or partially in FEMA identified Zones A or V, regardless of how the Zone may be named.

Provided as an option, note deductible difference

Property Features and Benefits

| <u>Description</u> | <u>Limit</u> | <u>Deductible</u> |
|--|--------------|-------------------|
| Business Income Coverages | | |
| Business Income and Extra Expense | \$1,000,000 | 72 Hours |
| Dependent Property | \$100,000 | 72 Hours |
| Interruption Of Computer Operations | \$10,000 | 72 Hours |
| Lease Cancellation Moving Expenses | \$5,000 | None |
| Newly Acquired or Constructed Property - Business Income | \$500,000 | 72 Hours |
| Off Premises Utility Failure-Business Income | \$50,000 | 24 Hours |
| Ingress or Egress | \$25,000 | 72 Hours |
| Pollutant Clean Up and Removal | \$25,000 | 72 Hours |
| Coverage Modifications | | |
| Ordinance and Law | | |
| Coverage A – Undamaged Portion of Building | Included | Included |
| Coverage B – Demolition | \$1,000,000 | Included |
| Coverage C – Increased Cost of Construction | \$1,000,000 | Included |
| Accidental Classroom Chemical Spills | \$50,000 | \$10,000 |
| Accounts Receivable Records | \$100,000 | \$10,000 |
| Accumulation of Surface Water | \$25,000 | \$10,000 |
| Animals | | |
| Occurrence Limit | \$10,000 | \$10,000 |
| Aggregate Limit | \$50,000 | \$10,000 |
| Appurtenant Structures | \$100,000 | \$10,000 |
| Audio Visual and Communication Equipment | \$100,000 | \$250 |
| Back up of Sewers or Drains | \$1,000,000 | \$25,000 |
| Changes in Temperature or Humidity | \$50,000 | \$10,000 |
| Commandeered Property | \$250,000 | \$250 |
| Computer Equipment | \$250,000 | \$10,000 |

Property Features and Benefits

| <u>Description</u> | <u>Limit</u> | <u>Deductible</u> |
|---|---------------------|--------------------------|
| Portable Computer Equipment | | |
| Per Item Limit | \$1,500 | |
| Per Policy Limit | \$15,000 | \$10,000 |
| Course of Construction | | |
| Per Building | \$25,000 | \$10,000 |
| Per Policy Year | \$100,000 | |
| Debris Removal - Your Premises | \$250,000 | \$10,000 |
| Debris Removal - Wind Blown Debris | \$10,000 | \$10,000 |
| Electronic Data | \$100,000 | \$10,000 |
| Fine Arts | \$100,000 | \$10,000 |
| Fire Department Service Charge | \$25,000 | None |
| Fungus, Wet Rot, Dry Rot and Bacteria (limited coverage) | \$15,000 | \$10,000 |
| Glass Display or Trophy Cases | \$5,000 | \$500 |
| Inventory And Appraisal | \$20,000 | \$10,000 |
| Key Card Coverage | \$25,000 | \$10,000 |
| Lock Replacement | \$10,000 | None |
| Money And Securities | | |
| On Your Premises | \$20,000 | \$10,000 |
| Away From Your Premises | \$10,000 | \$10,000 |
| Newly Acquired or Constructed Property | | |
| Buildings | \$1,000,000 | \$10,000 |
| Your Business Personal Property | \$1,000,000 | \$10,000 |
| Non-owned Detached Trailers | \$20,000 | \$10,000 |
| Off Premises Utility Failure - Damage to Covered Property | \$100,000 | \$10,000 |
| Outdoor Property | \$100,000 | \$10,000 |
| Outdoor Signs | \$5,000 | \$10,000 |

Property Features and Benefits

| <u>Description</u> | <u>Limit</u> | <u>Deductible</u> |
|--|---------------------|--------------------------|
| Personal Effects and Property of Others | \$50,000 | \$10,000 |
| Pollutant Clean Up and Removal | \$500,000 | \$10,000 |
| Property In Transit | \$50,000 | \$10,000 |
| Property Off-premises | \$50,000 | \$10,000 |
| Recharge Of Fire Protection Equipment | \$10,000 | None |
| Retaining Walls | \$5,000 | \$10,000 |
| Reward Payments | \$15,000 | None |
| Salesperson's Samples | \$10,000 | \$10,000 |
| SCADA Upgrade | \$100,000 | \$10,000 |
| Penstock | \$100,000 | \$10,000 |
| Sod, Trees, Shrubs and Plants | | |
| Any One Tree, Shrub or Plant | \$1,000 | |
| Occurrence Limit | \$10,000 | \$10,000 |
| Spoilage | \$25,000 | \$10,000 |
| Theft of Jewelry, Furs, Stamps and Other Specified Items | | |
| Per Item | \$2,500 | |
| Max Occurrence Limit | \$10,000 | \$10,000 |
| Undamaged Leasehold Improvements | \$50,000 | \$10,000 |
| Underground Fiber Optic Cable | | |
| Any One Occurrence | \$10,000 | \$10,000 |
| Each 12-month Period | \$50,000 | |
| Underground Property, Paved Surfaces or Athletic Fields | \$250,000 | \$10,000 |
| Valuable Papers and Records (Other Than Electronic Data) | \$100,000 | \$10,000 |

Property Features and Benefits

| <u>Description</u> | <u>Limit</u> | <u>Deductible</u> |
|---|--------------|-------------------|
| Golf Course Coverages | | |
| Tee To Green | N/A | N/A |
| Sprinkler and Underground Wiring | N/A | N/A |
| Additional Golf Property | N/A | N/A |
| Optional Coverage | | |
| Forest Fire Expense – Single 72-Hour Period | N/A | N/A |
| Forest Fire Expense – Single Policy Period | N/A | |
| Loss of Tax Revenue | N/A | N/A |

| Loc # | Bldg # | Building | Contents | Valuation | Construction | Occupancy | Address | City/Town | ST | Area | Year | Sprnk |
|-------|--------|--------------|-------------|-----------|------------------|----------------------------------|-------------------|------------|----|--------|------|-------|
| 1 | 1 | \$49,341,186 | \$2,860,182 | RC | Fire Resistive | Sheriff/Jail | 300 S Jackson | Waxahachie | TX | 166042 | 1990 | Yes |
| 1 | 2 | \$202,694 | \$0 | RC | Joisted Masonry | Mechanical Screen Wall | 300 S Jackson | Waxahachie | TX | 1 | 1990 | No |
| 2 | 1 | \$1,102,483 | \$192,058 | RC | Non-Combustible | Offices; EXT, JP | 701 S 135 | Waxahachie | TX | 7572 | 1993 | No |
| 2 | 2 | \$15,956 | \$0 | RC | Non-Combustible | Communications Tower, 1701 S 135 | 101 W Main | Waxahachie | TX | 1 | 1993 | No |
| 3 | 1 | \$27,860,558 | \$1,001,529 | RC | Masonry Non-Comt | Courthouse | 101 W Main | Waxahachie | TX | 26459 | 1897 | No |
| 3 | 2 | \$293,979 | \$0 | RC | Non-Combustible | Statue, Bell | 101 W Main | Waxahachie | TX | 1 | 1897 | No |
| 4 | 1 | \$698,880 | \$97,506 | RC | Non-Combustible | Road/Bridge Offices and | 1011 Eastgate | Midlothian | TX | 4800 | 1980 | No |
| 4 | 2 | \$146,652 | \$0 | RC | Non-Combustible | (2) 7000 Gallon Etnyre St | 1011 Eastgate | Midlothian | TX | 1 | 2015 | No |
| 4 | 3 | \$361,088 | \$0 | RC | Non-Combustible | Equipment Shed | 1011 Eastgate | Midlothian | TX | 8680 | 1980 | No |
| 4 | 4 | \$9,360 | \$0 | RC | Non-Combustible | (3) 1000 Gallon Fuel Tank | 1011 Eastgate | Midlothian | TX | 1 | 1980 | No |
| 4 | 5 | \$81,207 | \$0 | RC | Non-Combustible | Emulsion Tank (100098) | 1011 Eastgate | Midlothian | TX | 1 | 1980 | No |
| 5 | 1 | \$591,885 | \$79,777 | RC | Frame | Sheriff Office - Greyhouse | 133 Hoyt Road | Maypearl | TX | 3557 | 1992 | No |
| 5 | 2 | \$393,120 | \$50,231 | RC | Non-Combustible | Maintenance Garage | 133 Hoyt Road | Maypearl | TX | 2700 | 2002 | No |
| 6 | 1 | \$687,960 | \$65,005 | RC | Non-Combustible | Road/Bridge Offices and | 203 MLK | Maypearl | TX | 4725 | 1955 | No |
| 6 | 2 | \$65,241 | \$0 | RC | Non-Combustible | 1,000 Gallon Emulsion T | 203 MLK | Maypearl | TX | 1 | 2009 | No |
| 7 | 1 | \$349,440 | \$35,457 | RC | Non-Combustible | Road/Bridge Offices and | 933 S College | Italy | TX | 2400 | 1970 | No |
| 7 | 2 | \$93,252 | \$0 | RC | Non-Combustible | 4,000 Gallon Emulsion T | 933 S College | Italy | TX | 1 | 1970 | No |
| 7 | 3 | \$11,582 | \$0 | RC | Non-Combustible | 4000 Gallon Asphalt Tank | 933 S College | Italy | TX | 1 | 1970 | No |
| 7 | 4 | \$17,137 | \$0 | RC | Non-Combustible | 4000 Gallon Emulsion Ta | 933 S College | Italy | TX | 1 | 1970 | No |
| 7 | 5 | \$166,400 | \$20,684 | RC | Non-Combustible | Equipment Shed PCT #3 | 933 S College | Italy | TX | 4000 | 1970 | No |
| 8 | 1 | \$454,272 | \$67,959 | RC | Non-Combustible | Road/Bridge Offices and | 1400 Oak Grove | Ennis | TX | 3120 | 1980 | No |
| 8 | 2 | \$117,007 | \$0 | RC | Non-Combustible | 4,000 Gallon Emulsion T | 1400 Oak Grove | Ennis | TX | 1 | 1900 | No |
| 8 | 3 | \$34,320 | \$37,821 | RC | Non-Combustible | Equipment Shed Prec #2 | 1400 Oak Grove | Ennis | TX | 825 | 1968 | No |
| 8 | 4 | \$224,640 | \$8,865 | RC | Non-Combustible | Equipment Storage Shed | 1400 Oak Grove | Ennis | TX | 5400 | 1968 | No |
| 9 | 1 | \$414,378 | \$59,094 | RC | Non-Combustible | Road/Bridge Offices and | 600 N Business 45 | Palmer | TX | 2846 | 1968 | No |
| 9 | 2 | \$209,076 | \$0 | RC | Non-Combustible | Emulsion Tanks and Fuel | 600 N Business 45 | Palmer | TX | 1 | 1968 | No |
| 10 | 1 | \$249,600 | \$0 | RC | Frame | North Equipment Shed | 601 N Business 45 | Palmer | TX | 6000 | 1968 | No |
| 11 | 1 | \$134,784 | \$25,818 | RC | Frame | South Equipment Shed | 602 N Business 45 | Palmer | TX | 3240 | 1968 | No |
| 12 | 1 | \$71,504 | \$0 | RC | Frame | Mobile Equipment Stora | 603 N Business 45 | Palmer | TX | 4200 | 2007 | No |
| 13 | 1 | \$4,846 | \$32,502 | RC | Non-Combustible | Repeater Hut | 102 D E Crossmain | Milford | TX | 55 | 2005 | No |
| 14 | 1 | \$4,846 | \$29,548 | RC | Non-Combustible | Repeater Hut | 200 E. MLK Blvd. | Maypearl | TX | 55 | 2005 | No |
| 15 | 1 | \$4,846 | \$32,502 | RC | Non-Combustible | Repeater Hut | 5265 FM 660 | Bristol | TX | 55 | 2005 | No |
| 16 | 1 | \$1,976,000 | \$283,654 | RC | Masonry Non-Comt | Adult Probation | 202 Clift Street | Waxahachie | TX | 9500 | 2010 | Yes |
| 17 | 1 | \$0 | \$58,800 | RC | Non-Combustible | Tax Office (Contents) | 330 N 8th Street | Midlothian | TX | 1 | 1980 | No |
| 18 | 1 | \$0 | \$14,773 | RC | Non-Combustible | Tax Office (Contents) | 101 Live Oak | Red Oak | TX | 1 | 1963 | No |
| 19 | 1 | \$1,994,304 | \$148,327 | RC | Masonry Non-Comt | Sub-Courthouse | 207 E. Sonoma | Ennis | TX | 9588 | 2010 | Yes |
| 19 | 2 | \$23,874 | \$0 | RC | Non-Combustible | Fencing and Planters, Fl | 207 E. Sonoma | Ennis | TX | 1 | 2010 | No |
| 20 | 1 | \$30,608,748 | \$3,714,100 | RC | Fire Resistive | Courts Building | 109 S. Jackson | Waxahachie | TX | 103876 | 2010 | Yes |
| 20 | 2 | \$149,983 | \$0 | RC | Non-Combustible | Iron fencing, flagpoles, lig | 109 S. Jackson | Waxahachie | TX | 1 | 2010 | No |
| 21 | 1 | \$1,049,152 | \$382,934 | RC | Non-Combustible | Sheriff Training Building | 2722 FM 878 | Waxahachie | TX | 7200 | 2011 | No |
| 21 | 2 | \$118,190 | \$0 | RC | Non-Combustible | Barbed wire fence, Comr | 2722 FM 878 | Waxahachie | TX | 1 | 2011 | No |

| | | | | | | | | | | | |
|--------|---|-------------|-----------|----|--------------------------|--|----------------------|---------------|-------|---------------|-----|
| 21 | 3 | \$1,747,200 | \$180,239 | RC | Non-Combustible | Juvenile Facility | 2722 FM 878 | Waxahachie TX | 12000 | 2011 | Yes |
| 21 | 4 | \$69,850 | \$70,914 | RC | Frame | Pump House | 2722 FM 878 | Waxahachie TX | 490 | 2011 | No |
| 21 | 5 | \$2,908,880 | \$41,367 | RC | Non-Combustible | Records Storage | 2722 FM 878 | Waxahachie TX | 13985 | 2015 | No |
| 22 | 1 | \$638,813 | \$118,190 | RC | Fire Resistive | Radio Tower/Repeaters | 2274 FM 878 | Waxahachie TX | 210 | 2014 | No |
| 22 | 2 | \$26,120 | \$0 | RC | Non-Combustible | Chain link fence, and fence | 2274 FM 878 | Waxahachie TX | 1 | 2014 | No |
| 23 | 1 | \$958,048 | \$118,190 | RC | Non-Combustible | Sheriff Storage (Leased) | 110 Industrial | Waxahachie TX | 1 | 2012 | No |
| 24 | 1 | \$168,065 | \$47,275 | RC | Frame | Elections Bldg | 204 E Jefferson | Waxahachie TX | 4606 | 2016 | No |
| 25 | 1 | \$2,482 | \$29,548 | RC | Non-Combustible | Ennis Tower | 1357 FM 85 | Ennis TX | 96 | 2003 | No |
| 25 | 2 | \$0 | \$0 | RC | Non-Combustible | Chain Link Fence | 1357 FM 85 | Ennis TX | 1 | 2003 | No |
| 26 | 1 | \$0 | \$47,275 | RC | Joisted Masonry | Ovilla Repeater | 500 Water Street | Ovilla TX | 1 | 2000 | No |
| 27 | 1 | \$0 | \$59,094 | RC | Non-Combustible | Justice of the Peace Pct # 301 N. 8th Street | | Midlothian TX | 13500 | 1969 | No |
| 28 | 1 | \$6,552,000 | \$0 | RC | Masonry Non-Comt Offices | | 301 N. Rogers Street | Waxahachie TX | 30000 | 1986 | No |
| ----- | | | | | | | | | | | |
| Total: | | | | | | | | | | \$143,417,106 | |

Signature:

Date:

INLAND MARINE

| <u>Standard Coverage</u> | <u>Limit</u> | <u>Deductible</u> | <u>Co-Ins (%)</u> | <u>Valuation</u> |
|---|---------------------|--------------------------|--------------------------|-------------------------|
| <u>Computer Systems Coverage</u> | | \$500 | 100% | ACV |
| Computer Equipment (Portable Computers: \$2,500 maximum limit per item) | \$1,957,307 | | | |
| <u>Contractors Equipment</u> | | | 100% | ACV |
| Scheduled Equipment | \$10,282,336 | \$1,000 | | |
| Equipment Borrowed from Others | | | | |
| Any One Item | \$500,000 | | | |
| Any One Occurrence | \$500,000 | \$1,000 | | |
| Equipment Leased or Rented from Others | | | | |
| Any One Item | \$500,000 | | | |
| Any One Occurrence | \$500,000 | \$1,000 | | |
| <u>MISCELLANEOUS PROPERTY</u> | | | N/A | ACV |
| <u>Scheduled Property</u> | | | | |
| Emergency-Fire Equipment | \$11,698 | \$1,000 | | |
| Watercraft | \$6,500 | \$1,000 | | |
| <u>Blanket Unscheduled Property</u> | | | | |
| Ballot Boxes | | | | |
| Any One Occurrence | \$2,345,980 | \$1,000 | | |
| Max Per Item Limit | \$0 | | | |
| Other | | | | |
| Any One Occurrence | \$473,520 | \$1,000 | | |
| Max Per Item Limit | \$0 | | | |
| <u>Unmanned Aircraft</u> | | \$1,000 | | |
| Scheduled Property | \$100,480 | | N/A | ACV |
| Blanket Property | \$0 | | N/A | |
| Any One Occurrence Total | \$100,480 | | | |

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| <u>Additional Exclusions</u> <i>(Applicable to all Inland Marine Coverages)</i> | |
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| | |
|----------------------|----|
| Water Exclusion | No |
| Earthquake Exclusion | No |

2024 Equipment Schedule

| # | Barcode | Type of Equipment | Year | Item Description | Vin | Department | Value |
|----|---------|-----------------------|------|---|--------------------|------------|-------------|
| 1 | 10027 | Contractors Equipment | 1997 | CATERPILLAR ROAD RECLAIMER RR250B | 3RR00105 | RB PCT 1 | \$120,000 |
| 2 | 10029 | Contractors Equipment | 1994 | GRADALL MODEL G3W | G01D753 | RB PCT 1 | \$30,000 |
| 3 | 10030 | Contractors Equipment | 1989 | CATERPILLAR MOTOR GRADER | 08252681 | RB PCT 1 | \$58,000 |
| 4 | 10032 | Contractors Equipment | | CASE ARTICULATED LOADER 621B | JEE0057952 | RB PCT 1 | \$28,000 |
| 5 | 10035 | Contractors Equipment | | INGERSOL RAND VIBRATORY ROLLER DD24 | 156935 | RB PCT 1 | \$17,000 |
| 6 | 10036 | Contractors Equipment | 2000 | BROCE BROOM SWEEPER RJ 350 | 89860 | RB PCT 1 | \$20,500 |
| 7 | 10039 | Contractors Equipment | 2002 | GRADAL XL3100 | G0318946160182 | RB PCT 1 | \$85,000 |
| 8 | 10046 | Contractors Equipment | | BUSH HOG CUTTER FLEX 10' 2610L | 1201576 | RB PCT 1 | \$7,200 |
| 9 | 10047 | Contractors Equipment | 2011 | CATERPILLAR 120M MOTORGRADER | CAT0120MTB9C01035 | RB PCT 1 | \$161,080 |
| 10 | 10048 | Contractors Equipment | 2001 | ROSCO RUBBER TIRE ROLLER | 37998 | RB PCT 1 | \$20,000 |
| 11 | 10057 | Contractors Equipment | | JOHN DEERE 6405 TRACTOR | L06405H337235 | RB PCT 1 | \$24,500 |
| 12 | 10060 | Contractors Equipment | | SWENSON SPREADER | NO SN LOCATED | RB PCT 1 | \$5,000 |
| 13 | 10073 | Contractors Equipment | 2014 | CATERPILLAR 924K QC WHEEL LOADER | CAT0924KEPWR02372 | RB PCT 1 | \$129,699 |
| 14 | 10077 | Contractors Equipment | | JOHN DEERE MOWER | 1POCX15GVBZ029001 | RB PCT 1 | \$50,000 |
| 15 | 20026 | Contractors Equipment | 2008 | ROSCO RUBBER TIRE ROLLER 915 | 47699 | RB PCT 1 | \$30,000 |
| 16 | 40033 | Contractors Equipment | 1978 | BANTOM CRANE S-488A | 60540 | RB PCT 1 | \$32,000 |
| 17 | 100015 | Contractors Equipment | | JOHN DEERE MOWER | 1TC920MV020215 | RB PCT 1 | \$7,468 |
| 18 | 100050 | Contractors Equipment | 2014 | GRADALL XL3100 IV | 3140000357 | RB PCT 1 | \$220,000 |
| 19 | 100069 | Contractors Equipment | 2016 | HOLT CATERPILLAR VIBRATORY COMPACTOR ROLLER CS54B | CS500341 | RB PCT 1 | \$115,919 |
| 20 | 100093 | Contractors Equipment | 2017 | JOHN DEERE MX6 MOWER DECK ROTARY CUTTER-PAIRED W/ BC 100015 | 1P00MX6CEHP069342 | RB PCT 1 | \$2,850 |
| 21 | 100128 | Contractors Equipment | | TIGER BOOM MOUNTEDLFCB | GT47U67 | RB PCT 1 | \$17,160 |
| 22 | 100130 | Contractors Equipment | | BOLD 5/8 X 21/4 LG NF G8 BLACK | GT23821 | RB PCT 1 | INCL 100128 |
| 23 | 100131 | Contractors Equipment | | LFCB U-SUPPORT PLATE/SKID PLATE | GT10A98 | RB PCT 1 | INCL 100128 |
| 24 | 100132 | Contractors Equipment | | LOW FLOW FIXED TEETH/GTO-TEETHSPG-2 | GT09A21 | RB PCT 1 | INCL 100128 |
| 25 | 100132 | Contractors Equipment | | LFCB TOOTH SPACER (NEW) SKID-SPCRTEE2 | GT76B16 | RB PCT 1 | INCL 100128 |
| 26 | | Contractors Equipment | 2019 | JOHN DEERE TRACTOR JD5100E | 1LV5100EEHH402146 | RB PCT 1 | \$54,881 |
| 27 | 100129 | Contractors Equipment | | SKD-UPLATE RETAINER PLATE | GT76813 | RB PCT 1 | INCL 100128 |
| 28 | | Contractors Equipment | 2019 | CATERPILLAR COMPACT TRACK LOADER MDEL-289 D | 0X900659 | RB PCT 1 | \$68,269 |
| 29 | | Contractors Equipment | 2020 | ETNYRE CHIPSREADER W/ 12-24' VARIABLE WIDTH HOPPER | R8991 K7378 | RB PCT 1 | \$325,500 |
| 30 | | Contractors Equipment | 2019 | Broce Boom RJT350 | 411076 | RB PCT 1 | \$56,985 |
| 31 | | Contractors Equipment | 2021 | Bomag RS 360 | 101596021039 | RB PCT 1 | \$545,313 |
| 32 | | Contractors Equipment | 2020 | Bomag BW211PD-5 ROLLER | 101586101105 | RB PCT 1 | \$116,080 |
| 33 | | Contractors Equipment | 2022 | WARREN PUP TRAILER | 1W9CA4522NT369009 | RB PCT 1 | \$43,000 |
| 34 | | Contractors Equipment | 2022 | ADVANTAGE CMS-423 SIGNAL SIGN TRAILER | 1A9AS4322N2228411 | RB PCT 1 | \$14,820 |
| 35 | | Contractors Equipment | 2022 | ADVANTAGE CMS-423 SIGNAL SIGN TRAILER | 1A9AS4324N2228442 | RB PCT 1 | \$14,820 |
| 36 | | Contractors Equipment | 2022 | John Deere Tractor Model 6100M (w Tiger Boom Mower -Model BB-22 & SN 6327493) | 1106110MJNH139747 | RB PCT 1 | \$194,501 |
| 37 | | Contractors Equipment | 2023 | CATERPILLAR MOTOR GRADER Model 120 Joy | J7A36072/ SS901707 | RB PCT 1 | \$301,115 |
| 38 | | Contractors Equipment | 2023 | BOMAG BW211PHD ROLLER W EQ & ROP;/FOPS | 101587681009 | RB PCT 1 | \$168,539 |
| 39 | 20031 | Contractors Equipment | | CATERPILLAR ROAD RECLAIMER RR250 | 41Z06765 | RB PCT 2 | \$90,500 |
| 40 | 20033 | Contractors Equipment | 1993 | CATERPILLAR 953B TRACK LOADER | 5MK00683 | RB PCT 2 | \$40,000 |
| 41 | 20037 | Contractors Equipment | 1988 | CATERPILLAR D4H DOZER TRACTOR | 8BP01216 | RB PCT 2 | \$25,000 |
| 42 | 20040 | Contractors Equipment | 1987 | CATERPILLAR BACKHOE LOADER | 25555PC0 | RB PCT 2 | \$12,000 |
| 43 | 20041 | Contractors Equipment | 2001 | BROCE BROOM HIGHWAY SWEEPER RJ-350 | 401317 | RB PCT 2 | \$24,995 |
| 44 | 20042 | Contractors Equipment | 2001 | VIBROMAX SMOOTH DRUM ROLLER MODEL 605D | JKC9401703 | RB PCT 2 | \$44,820 |
| 45 | 20043 | Contractors Equipment | | CATERPILLAR 140H MOTORGRADER | CAT01040HJZK07773 | RB PCT 2 | \$100,000 |
| 46 | 20048 | Contractors Equipment | 2006 | CATERPILLAR 924G TIRE RUBBER LOADER | ODDA03083 | RB PCT 2 | \$100,000 |

2024 Equipment Schedule

| | | | | | | | |
|----|----------|-----------------------|------|--|--|----------|-----------|
| 47 | 20051 | Contractors Equipment | 2004 | GRADALL XL3100 HYDRAULIC EXCAVATOR | 9069440365239 | RB PCT 2 | \$12,457 |
| 48 | 20056 | Contractors Equipment | 2010 | CATERPILLAR BACKHOE 4301T | CAT0430EEMXB00207 | RB PCT 2 | \$95,000 |
| 49 | 20058 | Contractors Equipment | | HYSTER FORKLIFT MODEL | F005D05844N | RB PCT 2 | \$3,000 |
| 50 | 20059 | Contractors Equipment | | MILLER WELDER BIG 20G | 93060508 | RB PCT 2 | \$4,685 |
| 51 | 20061 | Contractors Equipment | 2011 | CATERPILLAR PS150C PNEUMATIC ROLLER | 0FPS01102 | RB PCT 2 | \$67,000 |
| 52 | 20063 | Contractors Equipment | 2013 | JOHN DEERE 6105D CAB TRACTOR | 1P06105DCDIM050234 | RB PCT 2 | \$48,289 |
| 53 | 20064 | Contractors Equipment | 2014 | CATERPILLAR MOTOR GRADER 140M2 | CAT01040M9D01698 | RB PCT 2 | \$220,000 |
| 54 | 20067 | Contractors Equipment | 2016 | JOHN DEERE TRACTOR 6110M W/MACHETE 25 BOOM | 1L0610MLGH860255 BOOM:00218 | RB PCT 2 | \$130,000 |
| 55 | 20068 | Contractors Equipment | 2016 | CATERPILLAR CW16 ROLLER | CAT0CW16CTL500162 | RB PCT 2 | \$78,000 |
| 56 | 100049 | Contractors Equipment | | DURACO DURAPATCHER | 20838TM | RB PCT 2 | \$75,500 |
| 57 | 100051 | Contractors Equipment | | TAKEUCHI TL10 TRACK LOADER WITH CAB | 201002469 | RB PCT 2 | \$65,000 |
| 58 | 100052 | Contractors Equipment | | TAKEUCHI GRAPPLE BUCKET 82" | 82GB-B5060 | RB PCT 2 | \$1,150 |
| 59 | 100082 | Contractors Equipment | 2016 | DIAMOND TRIPLE BLADE AND STEEL MOWER | 17671 | RB PCT 2 | \$33,891 |
| 60 | 100169-1 | Contractors Equipment | 2019 | SCORPION TL2 w/12 VOLT ELEC SYSTEM AUTO BREAKAWAY SYSTEM, SAFETY CABLES & STD FEF SHEETING | 77990 | RB PCT 2 | \$12,704 |
| 61 | | Contractors Equipment | 2019 | ETNYRE CHIP SPREADER (incl all attachments) | K7292 | RB PCT 2 | \$289,650 |
| 62 | | Contractors Equipment | | PWERT MESSAGE BOARD: DESC: SolarTech Dynamic Message Board-Model #: IRT-112-1548, Trailer-Model #: TSCDA-60, Radar Unit-Model#: MB-9021; 2. CONTROL #: 44216 (Board), 44230 (Trailer), 44229 (Radar) | SN: 2975 (Board), VIN 4GM2R1518G1440102 (Trailer), 160133687 (Radar) | RB PCT 2 | \$18,494 |
| 63 | | Contractors Equipment | | PWERT LIGHT TOWER: Generac Magnum Mobile Light Tower -Model # MLT4080K, Trailer-Model # MLT4080K w/Generator-Model # MLT4080L & Motor-Model 44238; CONTROL #: 44236 (Trailer), 44220 (Magnum Unit), 44237 (Generator), 44238 (Motor) | VIN 5AJS1415GB600608 (Trailer), 1600608 (Magnum Unit), 893260 (Generator), 1FH2972 (Motor) | RB PCT 2 | \$11,000 |
| 64 | | Contractors Equipment | 2017 | Generac Portable Generator XG100000E, Model G1X158022 | 31X13544551 | RB PCT 2 | \$2,019 |
| 65 | | Contractors Equipment | 2017 | Generac Portable Generator XG100000E, Model G1X158022 | 3QR13537426 | RB PCT 2 | \$2,019 |
| 66 | | Contractors Equipment | 2018 | GODWIN 8" Diesel PumpSet Model 444 TA4-93 12A | 16MBB13IXKDD0790510 | RB PCT 2 | \$45,825 |
| 67 | | Contractors Equipment | 2018 | GODWIN 8" Diesel Pump Hose 20' Black Suction CD225M | SJ320/41243 | RB PCT 2 | \$370 |
| 68 | | Contractors Equipment | 2018 | GODWIN 8" Diesel Pump Hose 20' Black Discharge CD225M | U2630718 | RB PCT 2 | \$370 |
| 69 | | Contractors Equipment | 2018 | GODWIN 8" Diesel Pump Hose 20' Black Discharge BDS0A11GPV8-150 | 19086510-04 | RB PCT 2 | \$370 |
| 70 | | Contractors Equipment | 2018 | GODWIN 8" Diesel Pump Hose 10' Black Discharge | 90019202 | RB PCT 2 | \$479 |
| 71 | | Contractors Equipment | 2022 | ETNYRE ECS250 CRACK SEALER | 1B9BK2501MA173010 | RB PCT 2 | \$68,656 |
| 72 | 30025 | Contractors Equipment | 2000 | JOHN DEERE 544H WHEEL LOADER | DW5448X576085 | RB PCT 3 | \$50,000 |
| 73 | 30028 | Contractors Equipment | 1996 | FERGUSON SP-912 ROLLER | 1441 | RB PCT 3 | \$15,000 |
| 74 | 30030 | Contractors Equipment | 2000 | DURACO DURPATCHER | 12719 | RB PCT 3 | \$15,000 |
| 75 | 30035 | Contractors Equipment | 2002 | CATERPILLAR 120H MOTORGRADER | CAT0120HT6YN00343 | RB PCT 3 | \$100,000 |
| 76 | 30036 | Contractors Equipment | 2004 | GRADALL XL MODEL 3100 | 210017430 | RB PCT 3 | \$100,000 |
| 77 | 30037 | Contractors Equipment | 2005 | NEW HOLLAND TRACTOR TS115A | ACP236432 | RB PCT 3 | \$31,500 |
| 78 | 30038 | Contractors Equipment | | TEREK RECLAIMER | 526306 | RB PCT 3 | \$225,000 |
| 79 | 30039 | Contractors Equipment | | MORBARK 12 BLIZZARD CHIPPER W/86 | 1V7449 | RB PCT 3 | \$12,500 |
| 80 | 30042 | Contractors Equipment | 2007 | JOHN DEERE 332 SKID STEER W/ATTACHMENT | T00332E135917 | RB PCT 3 | \$28,500 |
| 81 | 30044 | Contractors Equipment | 2007 | DYNAPAC CA150D 66" SMOOTH DRUM ROLLER | 7322US282 | RB PCT 3 | \$55,000 |
| 82 | 30046 | Contractors Equipment | 2008 | JOHN DEERE 670D MOTOR GRADER | DW670DX617060 | RB PCT 3 | \$135,000 |
| 83 | 30051 | Contractors Equipment | 1998 | BROCE CR350 POWER BROOM | 405994 | RB PCT 3 | \$25,000 |
| 84 | 30052 | Contractors Equipment | | RHINO BATWING MOWER Model FR120; Serial 12-09056; Bushhog 2615L Cutter | 1001402803 | RB PCT 3 | \$11,235 |

2024 Equipment Schedule

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|-----|--------|-----------------------|------|---|-------------------|----------|-----------|
| 85 | 30053 | Contractors Equipment | 1997 | DURACO DURAPATCHER 51D1 | 1442 | RB PCT 3 | \$15,000 |
| 86 | 30054 | Contractors Equipment | | CMS-232-T FLASHING SIGNAL ROAD AND TRAFFIC LIGHTS | 652053 | RB PCT 3 | \$25,000 |
| 87 | 30055 | Contractors Equipment | | CMS-232-T FLASHING SIGNAL ROAD AND TRAFFIC LIGHTS | 852054 | RB PCT 3 | \$25,000 |
| 88 | 30087 | Contractors Equipment | 2011 | CASE FARMALL CASE FARMALL 85C TRACTOR | ZB1B22137 | RB PCT 3 | \$29,956 |
| 89 | 100023 | Contractors Equipment | | JOHN DEERE 544K LOADER | 1DW544KZKFE667604 | RB PCT 3 | \$148,501 |
| 90 | 100061 | Contractors Equipment | 2017 | BUSH HOG 3810 FLEX WING MOWER | 1HBUR1171150010 | RB PCT 3 | \$15,661 |
| 91 | 100118 | Contractors Equipment | | NEW HOLLAND TRACTOR T6120 DUAL POWER | | RB PCT 3 | \$70,000 |
| 92 | 100119 | Contractors Equipment | 2012 | ALAMO 60" ROTARY BOOM | BA60-03380 | RB PCT 3 | \$9,550 |
| 93 | 100207 | Contractors Equipment | 2019 | JOHN DEERE TRACTOR | 1VLV5100ECKK40662 | RB PCT 3 | \$57,580 |
| 94 | 100208 | Contractors Equipment | | Loader/Bucket FOR ABOVE TRACTOR | 1P0520MXTKD054554 | RB PCT 3 | \$4,412 |
| 95 | | Contractors Equipment | 2020 | ETN'VE CHIPSREADER W/HOPPER/VIBRATORS/ADD'L EQ | K7380 | RB PCT 3 | \$325,500 |
| 96 | | Contractors Equipment | 2022 | JOHN DEERE 5100 E CAB TRACTOR | 1P05100ECN5071245 | RB PCT 3 | \$63,528 |
| 97 | | Contractors Equipment | 2022 | BOMAG RS460 Soil Stabilizer & Recycler w/ Accessories | 101590181004 | RB PCT 3 | \$558,848 |
| 98 | | Contractors Equipment | 2023 | CATERPILLAR 120V MOTOR GRADER | 0Y9A00899 | RB PCT 3 | \$462,300 |
| 99 | 10041 | Contractors Equipment | | ALAMO BOOM AX | S-488A | RB PCT 4 | \$18,400 |
| 100 | 40035 | Contractors Equipment | 1999 | FERGUSON 46A STEEL WHEEL ROLLER | 4452 | RB PCT 4 | \$15,000 |
| 101 | 40038 | Contractors Equipment | 2000 | BROCE BROOM | 90159 | RB PCT 4 | \$24,202 |
| 102 | 40039 | Contractors Equipment | 1988 | BOMAG RECYCLE 100R | 85831 | RB PCT 4 | \$12,500 |
| 103 | 40043 | Contractors Equipment | | INGERSOL RAND SMOOTH DRUM VIBRATORY ROLL | 169289 | RB PCT 4 | \$49,625 |
| 104 | 40055 | Contractors Equipment | | CATERPILLAR HYDRAULIC EXCAVATOR | CATM316CHH2G00498 | RB PCT 4 | \$150,000 |
| 105 | 40057 | Contractors Equipment | | CATERPILLAR SKID STEER 298C | CAT0289CKJMP00620 | RB PCT 4 | \$54,892 |
| 106 | 40058 | Contractors Equipment | 2010 | DYNAPAC CP142 PNEUMATIC ROLLER | 2163BR3031 | RB PCT 4 | \$49,500 |
| 107 | 40071 | Contractors Equipment | | JOHN DEERE TRACTOR, JD6430 | 16200377 | RB PCT 4 | \$66,431 |
| 108 | 40072 | Contractors Equipment | | JOHN DEERE CX15 10' MOWER | 1LV5093EECY540071 | RB PCT 4 | \$12,378 |
| 109 | 40073 | Contractors Equipment | 2010 | JOHN DEERE 6430 W/22' MACHETE MOWER | 3055618 | RB PCT 4 | \$18,000 |
| 110 | 40076 | Contractors Equipment | | JOHN DEERE 5093E UTILITY TRACTOR | LOTX062131149 | RB PCT 4 | \$37,577 |
| 111 | 40079 | Contractors Equipment | 2007 | INGERSOL RAND SD77F-TF PADFOOT SOIL COMPACTOR | 192641 | RB PCT 4 | \$44,500 |
| 112 | 100001 | Contractors Equipment | | DURACO DURAPATCHER MODEL 125DJTM | | RB PCT 4 | \$120,000 |
| 113 | 100005 | Contractors Equipment | | ALAMO ROTARY ATTACH | 185 | RB PCT 4 | \$5,500 |
| 114 | 100006 | Contractors Equipment | | ALAMO DITCH DIGGER | N/A | RB PCT 4 | \$9,000 |
| 115 | 100030 | Contractors Equipment | | CATERPILLAR MOTOR GRADER 140M3 | CAT0140M9D00579 | RB PCT 4 | \$250,000 |
| 116 | 100031 | Contractors Equipment | | CATERPILLAR ROAD RECLAIMER RM-300 | BWR0658 | RB PCT 4 | \$285,000 |
| 117 | 100032 | Contractors Equipment | | CATERPILLAR VIBRATORY COMPACTOR CS44 | M4C00510 | RB PCT 4 | \$87,967 |
| 118 | 100034 | Contractors Equipment | | CATERPILLAR CW16 ROLLER | CAT0CW161TL500161 | RB PCT 4 | \$83,749 |
| 119 | 100055 | Contractors Equipment | | SM/MODEL SMG GIDDINGS MACHINE | N/A | RB PCT 4 | \$16,000 |
| 120 | 100080 | Contractors Equipment | | JOHN DEERE GT80 G GRAPPLE (incl w/ 100082) | 1T0GT80XCH0000829 | RB PCT 4 | \$0 |
| 121 | 100081 | Contractors Equipment | 2008 | HYSTER H50FT LS10078 | L177B25226F | RB PCT 4 | \$10,900 |
| 122 | 100082 | Contractors Equipment | | JOHN DEERE 333G | 1T0333GMKHF321218 | RB PCT 4 | \$69,541 |
| 123 | 100096 | Contractors Equipment | 2017 | HOLT CAT CW16 PNEUMATIC COMPACTOR | 0T500232 | RB PCT 4 | \$88,896 |
| 124 | 100100 | Contractors Equipment | | CRACK SEAL UNIT | 11060468 | RB PCT 4 | \$20,000 |
| 125 | 100102 | Contractors Equipment | | JOHN DEERE HH60C JACK HAMMER-WHOLE RAM/SPLIT | 1T0HH6XCAG0000135 | RB PCT 4 | \$9,079 |
| 126 | 100103 | Contractors Equipment | | AUGER-PA30 | 1TOPA30XJG0005199 | RB PCT 4 | \$2,100 |
| 127 | 100104 | Contractors Equipment | | AUGER BUCKET | D10037 | RB PCT 4 | \$1,500 |
| 128 | 100108 | Contractors Equipment | | BROCE BROOM RJT350409021 | 409021 | RB PCT 4 | \$20,000 |
| 129 | 100111 | Contractors Equipment | | GS84 GRAPPLE BUCKET | 1T0GS84XHH0000310 | RB PCT 4 | \$4,853 |
| 130 | 100134 | Contractors Equipment | 2017 | BOMAG BW177D-5 ROLLER | 101586491514 | RB PCT 4 | \$83,749 |
| 131 | 100138 | Contractors Equipment | 2018 | JOHN DEERE 544K LOADER | 1DW544KZCJF690712 | RB PCT 4 | \$168,695 |

2024 Equipment Schedule

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|-----|-----------------------|------|---|----------------------|-----------------|---------------------|
| 132 | Contractors Equipment | 2020 | ETNYRE CHIPSREADER Model 2WD W/ 12-24' VARIABLE WIDTH HOPPER | K7379 | RB PCT 4 | \$325,500 |
| 133 | Contractors Equipment | 2022 | ETNYRE ECS250 CRACK SEALER | 1B9BK2504MA173017 | RB PCT 4 | \$68,656 |
| 134 | Contractors Equipment | 2022 | DOOSAN DX190W-5 EXCAVATOR W/ EQ:COUPLER #1042160 GRAPPLE #2105681-01-01 BUCKET #473911 | DKHCEWBD5001361 | RB PCT 4 | \$203,673 |
| 135 | Contractors Equipment | 2022 | ADVANTAGE CMS-423 SIGNAL SIGN TRAILER | 1A9AS432XN2228428 | RB PCT 4 | \$14,820 |
| 136 | Contractors Equipment | 2022 | ADVANTAGE CMS-423 SIGNAL SIGN TRAILER | 1A9AS4321N2228429 | RB PCT 4 | \$14,820 |
| 137 | Contractors Equipment | 2016 | CUSHMAN HAULER 1200 | 3175364 | RB PCT 4 | \$6,500 |
| 138 | Contractors Equipment | 2024 | JOHN DEERE 320 P BCHE W/SWINGER CPLR & BKT | 1T0320PAHRFX09566 | RB PCT 4 | \$143,612 |
| 139 | | | | | Sub-total | \$10,090,068 |
| 140 | Contractors Equipment | 2017 | WANCO SOLAR SPEED TRAILER | 5F15S0912H1005524 | SHERIFF | \$7,250 |
| 141 | Contractors Equipment | 2017 | WANCO SOLAR SPEED TRAILER | 5F15S0910H1005523 | SHERIFF | \$7,250 |
| 142 | Contractors Equipment | 2005 | 750 TLR RADAR SPEED DISPLAY W/SOLAR PANEL | 1R9BR08185A482029 | SHERIFF | \$8,000 |
| 143 | Contractors Equipment | 2007 | KAWASAKI MULE GREEN | JK1AFCJ107B519991 | SHERIFF | \$9,590 |
| 144 | Contractors Equipment | 2007 | KAWASAKI MULE RED | JK1AFEA167B533292 | SHERIFF | \$7,030 |
| 145 | Contractors Equipment | 2007 | KAWASAKI RED MULE | KAF620E7F | SHERIFF | \$7,000 |
| 146 | Contractors Equipment | | 600 LB ICE MACHINE | QY0605W | SHERIFF | \$5,306 |
| 147 | Contractors Equipment | | 40 GAL TILT SKILLET | NO SERIAL NUMBER | SHERIFF | \$5,601 |
| 148 | Contractors Equipment | 2013 | BAD BOY 61" MOWER | 09131003 | SHERIFF | \$11,500 |
| 149 | Contractors Equipment | 2013 | BAD BOY 61" MOWER | 09131004 | SHERIFF | \$11,500 |
| 150 | Contractors Equipment | 2013 | BAD BOY 72" MOWER | 7235CA10131044 | SHERIFF | \$11,500 |
| 151 | Contractors Equipment | | KODIAK BRUSH HOG ATTACHMENTS | NO SERIAL NUMBER | SHERIFF | \$5,500 |
| 152 | Contractors Equipment | 2011 | HONDA, Rincon ATV | 1HFTE3303B4601688 | SHERIFF | \$5,000 |
| 153 | Contractors Equipment | | TRACTOR W/ATTACHMENTS FRONTEND LOADER AND MOWER | HBA0005948 | SHERIFF | \$25,000 |
| 154 | Contractors Equipment | 2021 | RADAR SPEED TRAILER (SPD 1) | 1M9US0813MD597131 | SHERIFF | \$6,695 |
| 155 | Contractors Equipment | 2021 | RADAR SPEED TRAILER (SPD 2) | 1M9US0813MD597132 | SHERIFF | \$6,695 |
| 156 | Contractors Equipment | 2021 | RADAR SPEED TRAILER (SPD 3) | 1M9US0813MD597133 | SHERIFF | \$6,695 |
| 157 | Contractors Equipment | 2021 | RADAR SPEED TRAILER (SPD 4) | 1M9US0813MD597134 | SHERIFF | \$6,695 |
| 158 | Contractors Equipment | 2022 | POLARIS ROV-RGR-22, MODEL R22RSU99AC | 4XARSU998N8060778 | SHERIFF | \$38,461 |
| | | | | | Subtotal | \$192,268 |
| 159 | DRONE | 2023 | DroneHardware:M30T Combo+ DJI Matrice 30T Worry Free Plus Combo M30T Combo Plus (Drone, charger, controller, props, cables, case, tools & screws, shield plus | 1581F5BKD225T00B0TF4 | SHERIFF | \$14,042 |
| 160 | DRONE | 2023 | DroneHardware:M30T Combo+ DJI Matrice 30T Worry Free Plus Combo M30T Combo Plus (Drone, charger, controller, props, cables, case, tools & screws, shield plus | 1581F5BKD225T00B045H | SHERIFF | \$14,042 |
| 161 | DRONE | 2023 | M30 Intelligent Flight Battery 8@\$329 | 8 @ \$329 Each | SHERIFF | \$2,632 |
| 162 | DRONE | 2023 | DroneHardware:CZ1 LP12 Matrice 30 Speaker Spotlight Combo | 2 @ \$2,249 each | SHERIFF | \$4,498 |
| 163 | DRONE | 2023 | M30 Props | 2 @ \$49 each | SHERIFF | \$98 |
| 164 | DRONE | 2023 | DroneHardware:Mavic 3 Propeller Guards | 4 @ \$49 Each | SHERIFF | \$196 |
| 165 | DRONE | 2023 | DroneHardware:Mavic 3 Propeller Guards | 4 @ \$209 Each | SHERIFF | \$836 |
| 166 | DRONE | 2023 | DroneHardware:Mavic 3 Enterprise Speake | 4 @ \$159 each | SHERIFF | \$636 |
| 167 | DRONE | 2023 | DroneHardware:Mavic 3 Thermal Plu | 1581F5FJD22BG00B9JFL | SHERIFF | \$5,998 |
| 168 | DRONE | 2023 | DroneHardware:Mavic 3 Thermal Plu | 1581F5FJD22BJ00BFPY5 | SHERIFF | \$5,998 |
| 169 | DRONE | 2023 | DroneHardware:Mavic 3 Thermal Plu | 1581F5FJD22BG00B3510 | SHERIFF | \$5,998 |
| 170 | DRONE | 2023 | DroneHardware:Mavic 3 Thermal Plu | 1581F5FJD22BG00B3U8C | SHERIFF | \$5,998 |

2024 Equipment Schedule

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|-----|--------------|---------------------------------------|------|---|----------------------|---------------------|---------------------|
| 171 | DRONE | Unmanned Aircraft (Drones) | 2023 | DroneHardware:Mavic 3 Propeller | 4 @ \$19 each | SHERIFF | \$76 |
| 172 | DRONE | Unmanned Aircraft (Drones) | 2023 | DroneHardware:Mavic 3 PRCs Elite/ mavic Mini | 1581F4XFC225L0064J3G | SHERIFF | \$906 |
| 173 | DRONE | Unmanned Aircraft (Drones) | 2023 | Drone Hardware: Mavic Mini 3 w/DJI RC | 1581F4XFC226A00770M3 | SHERIFF | \$909 |
| 174 | DRONE | Unmanned Aircraft (Drones) | 2023 | DroneHardware:Mavic Mini 3 Pro Fly More Kit | 2 @ \$249 each | SHERIFF | \$498 |
| 175 | DRONE | Unmanned Aircraft (Drones) | 2023 | Plus DroneHardware:Mavic Mini 3 Prop Guards | 2 @ \$22.90 each | SHERIFF | \$46 |
| 176 | DRONE | Unmanned Aircraft (Drones) | 2023 | Mavic 3 Batteries | | SHERIFF | |
| 177 | DRONE | Unmanned Aircraft (Drones) | 2023 | 3 Mavic 3 PRCs Elite Quad Charge | 4 @ \$795 each | SHERIFF | \$3,180 |
| 178 | DRONE | Unmanned Aircraft (Drones) | 2023 | Enterprise BS 30 Battery Station | 2 @ \$800 each | SHERIFF | \$1,600 |
| 179 | DRONE | Unmanned Aircraft (Drones) | 2023 | DRONE - AUTEL Model EVO II RTK Series V | 1748CHN7922395960 | FIRE MARSHALL | \$6,657 |
| | | | | Drones Total | | | \$74,844 |
| 180 | | Emergency - Fire Equipment | | KUBOTA ATV MODEL RTV-X900G-A | 458774HU2157 | FIRE MARSHALL | \$11,698 |
| 181 | DRONE | Unmanned Aircraft (Drones) | 2020 | OJI MATRICE 201 V2 PRO QUADCOPTER / 2X BAT DRONE w/ oji XENMUUSE Z30 CAM/GMBL W/30X OPTICAL ZOOM & EQUIPMENT BATTERIES # | | EMER MGMT | \$25,636 |
| 182 | 50028 | Watercraft | 1997 | 0KOAG7P23100PG; 0KOAG7N2310124; 0KOAGBS23101NU; 0KOAGBS2310068; (see app for breakdown/details) | 17TOG70013K7E | SHERIFF | \$5,000 |
| 183 | 50030 | Watercraft | 1998 | RANGER BOAT-17' 115 HP MOTOR | OG722845 | SHERIFF | \$1,500 |
| | | | | | | Subtotal | \$6,500 |
| | | Computer Equipment | | Laptop Computer Equipment - Sheriff | | SHERIFF | \$1,957,307 |
| | | Equipment Borrowed/Leased from Others | | Rented/Leased Equipment | | RB & SO | \$1,000,000 |
| | | Other | | Repeaters & Equip incl Cabinet at Ovilla | | Ovilla REP | \$473,520 |
| | | Voting Machines | | Voting Machines | | ELECTION | \$2,345,980 |
| | | | | Total Values | | Total Values | \$16,177,821 |

EQUIPMENT INSURANCE QUOTATION

HSB TECHADVANTAGE™ Equipment Breakdown and Technology Insurance Coverage

Issue Date: August 22, 2024
Jason Bell
Paragon Insurance Holdings
Phone: (210) 829-4230

Named Insured / Applicant
Ellis County, TX

Term

| | |
|--------------------------------|-----------------|
| Coverage Effective Date..... | October 1, 2024 |
| Quotation Expiration Date..... | October 1, 2024 |

Equipment Breakdown Coverage

| | |
|--|---------------|
| Equipment Breakdown Limit | \$100,000,000 |
| Business Income Limit | \$1,000,000 |
| Additional Limits, Deductibles, Other Conditions | See Attached |

Premium and Commission Summary Coverage

| | |
|--|---------|
| Total Premium (not including Taxes and Surcharges) | \$7,700 |
|--|---------|

This insurance quotation is for the HSB TechAdvantage™ Equipment Breakdown Coverage Form and optional additional insurance coverage endorsements. This quotation is based upon information on file with the company as of the issue date. It is subject to adjustment or rescission should any information on file change. There is no insurance in effect as a result of the issuance of this document. An order of acceptance must be received by HSB prior to the Quotation Expiration Date of this quote for the insurance to be effective. Our offer to insure the captioned account will be considered null and void and is rescinded on the date indicated as the Quotation Expiration Date unless an order of acceptance is received by the company prior to such date. Thank you for the opportunity to provide you with a quote for this account. We appreciate your business.

Equipment Breakdown Coverage

Coverage Effective Date: October 1, 2024

Quotation Expiration Date: October 1, 2024

Named Insured / Applicant:..... Ellis County, TX
 Location(s):..... Per Statement of Values

Covered Cause of Loss

| | |
|---------------------------------|----------|
| Accident | Included |
| Electronic Circuitry Impairment | Included |

Coverage Applies To: All Locations

| Coverages | Limits |
|----------------------------------|-------------------------------|
| Equipment Breakdown Limit | \$100,000,000 |
| Property Damage | Included |
| Business Income | \$1,000,000 |
| Extra Expense | Combined with Business Income |
| Civil Authority | Combined with Business Income |
| Contingent Business Income | \$1,000,000 |
| Data Restoration | \$1,000,000 |
| Demolition | \$1,000,000 |
| Expediting Expenses | \$1,000,000 |
| Green | \$1,000,000 |
| Hazardous Substances | \$1,000,000 |
| Mold | \$1,000,000 |
| Newly Acquired Locations | \$5,000,000 |
| Off Premises Equipment Breakdown | \$1,000,000 |
| Ordinance or Law | \$1,000,000 |
| Perishable Goods | \$500,000 |
| Public Relations | \$5,000 |
| Service Interruption | Combined with Business Income |

Deductibles

| | |
|-------------------------|---------|
| Combined, All Coverages | \$5,000 |
|-------------------------|---------|

The Hartford Steam Boiler Inspection and Insurance Company

One State Street
Hartford, Connecticut 06102
1-833-816-7690



EQUIPMENT INSURANCE QUOTATION, continued

Other Conditions

Newly Acquired Locations: 365 Days

Omnibus Location Wording - See Endorsement

Extended Period of Restoration: 365 Days

Interruption of Service Waiting Period: 24 Hours

Covered Services as defined under "interruption of service" includes "cloud computing service"

Terrorism Risk Insurance Act Disclosure

Applicable Premium

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Informational Notice

The following notice does not change your coverage under this quoted policy, but is provided for your information in compliance with the Terrorism Risk Insurance Act, as amended.

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

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EQUIPMENT INSURANCE QUOTATION, continued

Additional Quote Information

Omnibus Locations Endorsement

Named Insured: Ellis County, TX
Policy Number: FBP4910559
Effective Date: October 1, 2024
Issue Date: August 22, 2024

This endorsement changes the policy. Please read it carefully.

Omnibus Location Description

In consideration of the initial Report of Locations and Values, which is on file with us, the following is added to the Schedule of Locations:

Any location which is located anywhere in the "Coverage Territory" of this policy and which is:

- a) Owned by you; or
- b) Leased by and operated under your control and for which you are legally liable

Report of Locations and Values

You shall prepare as of the date this coverage part becomes effective, and as of each 12 months thereafter, an approved Report of Locations and Values showing the following:

- 1) Each location owned by you or leased and operated under your control on the date for which the report is prepared
- 2) The building and contents values of each location; and
- 3) The business income values of each location, if Business Income coverage is included

This report shall be filed with us not later than 30 days after each anniversary date. We shall compute the policy premium as of the anniversary date based on the report as filed with us.

GENERAL LIABILITY

Occurrence

| <u>Standard Coverage</u> | <u>Limit</u> |
|---|----------------------|
| Bodily Injury/Property Damage | \$500,000 |
| Personal Injury/Advertising Injury | \$500,000 |
| Damages to Premises Rented to You | \$100,000 |
| General Aggregate | \$1,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| GL Deductible (Expenses within retention: N/A) | N/A N/A Aggregate |
| Medical Expense Limit | \$2,500 |
| Retroactive Date | N/A |

| <u>Employee Benefits (Claims Made)</u> | <u>Limit</u> |
|---|---------------------|
| Aggregate Limit | \$500,000 |
| Each Employee Limit | \$500,000 |
| Deductible Each Employee | \$1,000 |
| Retroactive Date | 10/1/2024 |

| <u>Optional Coverages</u> | <u>Limit</u> | <u>Deductible</u> |
|--|---------------------|--------------------------|
| Additional Insured – per written contract or agreement | Included | N/A |
| Sexual Abuse, Molestation, Sexual Misconduct and Non-Employment Harassment | Included | N/A |
| Unmanned Aircraft Under 25 Pounds Coverage applies to: Coverage A - BI & PD | \$25,000 | N/A |

| <u>Optional Coverages</u> | <u>Limit</u> | <u>Deductible</u> |
|---|---------------------|--------------------------|
| Limited Pollution Coverage | Included | N/A |
| Failure to Supply – Total Exclusion <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Steam <input checked="" type="checkbox"/> Oil <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Biofuel | N/A | N/A |

The following premises and/or operations are excluded from coverage:

- Airports
 - Ski Areas, Ski tows
 - Refuse Site or Incinerator
 - Electric Utilities
 - Golf Courses
 - Amusement Parks, Circus, Mechanical Rides or Devices
 - Organized or sponsored racing or stunting events (including but not limited to wheeled vehicles, skateboards, or roller skates)
 - Other/Exceptions/Notes:
- Housing Authorities
 - Hospitals, Medical facilities, Nursing Homes
 - Landfills (except those that are fully and finally closed)
 - Gas Utilities

AUTOMOBILE LIABILITY

| <u>Standard Coverage</u> | <u>Limit</u> | <u>Symbol</u> |
|--|---------------------------------------|---------------|
| Liability Limit | \$500,000 | 1 |
| Deductible | \$2,500 Per Accident N/A Aggregate | |
| Uninsured Motorist | No Coverage | |
| Underinsured Motorist | No Coverage | |
| PIP/No Fault | No Coverage | |
| Hired & Non-Owned | Included | |
| Pollution Liability – Broadened Coverage for Covered Autos | Included | |
| Total Units Quoted | 455 | |

AUTOMOBILE PHYSICAL DAMAGE

| <u>Standard Coverage</u> | <u>OCN</u> | <u>Deductible</u> | <u>Units</u> | <u>Valuation</u> | <u>Symbol</u> |
|--------------------------|--------------|-------------------|--------------|------------------|---------------|
| Comprehensive | \$16,989,247 | See Schedule | 291 | See Schedule | 10 |
| Collision | \$16,989,247 | See Schedule | 291 | See Schedule | 10 |

| <u>Optional Coverages Physical Damage</u> | <u>Limit</u> | <u>Deductible</u> |
|--|--------------|--|
| Garagekeepers - CA 99 37 Coverage Type: Direct Excess | \$25,000 | Comp: \$1,000 Each Customer's Auto / \$5,000 Maximum for all loss in any one event. Collision: \$1,000 Each Customer's Auto |

AUTO COVERAGE CONDITIONS

1 – Commercial Auto Liability (Symbol 1)

Coverage is automatically provided for Any Auto.

2 – Commercial Auto Physical Damage (Symbol 10)

Coverage is automatically provided only for those “autos” you own that meet the requirements listed below:

1. Autos shown in the Declarations as having physical damage coverage, as of the effective date shown in the Declarations; or
2.
 - a. “Auto” you newly acquire after the effective date and report to us prior to the expiration date, shown in the Declarations; and
 - b. “Auto” is of a similar make, model and departmental usage as any “auto” that is currently covered under the policy for Physical Damage; and
 - c. Vehicle value is less than \$250,000; and
 - d. Vehicles covered at Actual Cash Value.

IMPORTANT NOTE: For those auto(s) that do not meet the conditions outlined in 2a thru 2d above, there is no automatic coverage. A request for coverage must be submitted within 5 business days of the change. Auto Physical Damage coverage will then be added, by endorsement, for the appropriate premium charge. For auto(s) that meet these conditions, please continue to send change requests as soon as you are able, but no later than the expiration date of the policy (refer to 2a above) for accurate record-keeping and claims verification purposes, however an endorsement will not be issued.

2024 Ellis County
Vehicle Schedule

| # | Year | Item Description | Vin | Department | Purchase Value | LIAB | PIP | COMP | COLL |
|----|------|--------------------------------|--------------------|-----------------|----------------|------|-----|------|------|
| 1 | 2006 | FORD F-250 CREW CAB | 1FTSW20576EB92916 | AG EXT | \$0 | X | | | |
| 2 | 2017 | DODGE GRAND CARAVAN | 2C4RDGGBGXHR844160 | AG EXT | \$21,410 | X | | X | X |
| 3 | 2021 | FORD F250 | 1FT7W2B64MEC81366 | AG EXT | \$43,622 | X | | X | X |
| 4 | 2015 | CHEVROLET TAHOE | 1GN5CAK2FR532276 | CO JUDGE | \$45,000 | X | | X | X |
| 5 | 2006 | DODGE DURANGO SLT | 1D8HD48276F166270 | Constable PCT 1 | \$0 | X | | | |
| 6 | 2013 | CHEVROLET TAHOE | 1GNLC2E08DR336545 | Constable PCT 1 | \$40,000 | X | | X | X |
| 7 | 2019 | CHEVROLET TAHOE | 1GNLCDEC3KR360450 | Constable PCT 1 | \$65,892 | X | | X | X |
| 8 | 2024 | CHEVROLET 1500 CREW CAB 4WD | 3GCUDAED7RG182473 | Constable PCT 1 | \$87,085 | X | | X | X |
| 9 | 2006 | DODGE DURANGO SLT | 1D8HD48276F166271 | Constable PCT 2 | \$0 | X | | | |
| 10 | 2012 | CHEVROLET TAHOE | 1GNLC2E07CR206867 | Constable PCT 2 | \$35,000 | X | | X | X |
| 11 | 2019 | FORD 150 | 1FTEW1P48KKD16675 | Constable PCT 2 | \$47,675 | X | | X | X |
| 12 | 2021 | Chevrolet Silverado SSV | 3GCUYAEF4MG181683 | Constable PCT 2 | \$49,587 | x | | x | x |
| 13 | 2024 | CHEV SILVERADO PPV CREWCAB 4WD | 3GCUD4EDXRG175325 | Constable PCT 2 | \$58,070 | X | | X | X |
| 14 | 2013 | CHEVROLET TAHOE | 1GNLC2E01DR353719 | Constable PCT 3 | \$40,000 | X | | X | X |
| 15 | 2018 | CHEVROLET TAHOE | 1GNLCDEC2KR193708 | Constable PCT 3 | \$32,860 | X | | X | X |
| 16 | 2023 | FORD F150 RESPONDER | 1FTFW1P88PKD03910 | Constable PCT 3 | \$62,040 | X | | X | X |
| 17 | 2013 | CHEVROLET TAHOE | 1GNLC2E0XDR336756 | Constable PCT 4 | \$40,000 | X | | X | X |
| 18 | 2008 | FORD EXPEDITION | 1FMFU15538LA07782 | Constable PCT 4 | \$0 | X | | | |
| 19 | 2020 | FORD EXPLORER INTERCEPTOR | 1FM5K8AC5LGC13170 | Constable PCT 4 | \$63,510 | X | | X | X |
| 20 | 2005 | FORD F150 REG CAB | 1FTRF122X5NA62932 | D.O.D | \$0 | X | | | |
| 21 | 2005 | FORD F150 REG CAB | 1FTRF12285NA62931 | D.O.D | \$0 | X | | | |
| 22 | 2006 | FORD RANGER | 1FTYR10U66PA46644 | D.O.D | \$0 | X | | | |
| 23 | 2005 | CHEVROLET TRAILBLAZER | 1GNDDT13SX52265152 | D.O.D | \$0 | X | | | |
| 24 | 2013 | CHEVROLET SILVERADO 1500 | 1GCRCEPX5DZ351856 | D.O.D | \$0 | X | | | |
| 25 | 2017 | FORD F150 SUPERCAB 4X4 SS | 1FTEX1E85HKC48026 | D.O.D | \$24,173 | X | | X | X |
| 26 | 2017 | FORD F150 SUPERCAB 4X4 SS | 1FTEX1E80HKC48027 | D.O.D | \$24,173 | X | | X | X |
| 27 | 2017 | FORD F150 SUPERCAB 4X4 SS | 1FTEX1E85HKC48024 | D.O.D | \$24,173 | X | | X | X |
| 28 | 2017 | FORD F150 SUPERCAB 4X4 SS | 1FTEX1E87HKC48025 | D.O.D | \$24,173 | X | | X | X |
| 29 | 2024 | JEEP COMPASS 4X4 | 3C4NJUAN7RT131480 | D.O.D | \$29,732 | X | | X | X |
| 30 | 2024 | FORD RANGER XLT 4X4 SUPERCAB | 1FTER4HH1RLE15921 | D.O.D | \$40,936 | X | | X | X |
| 31 | 2010 | FORD FUSION | 3FAHP0HG6AR311925 | DA | \$0 | X | | | |
| 32 | 2010 | FORD FUSION | 3FAHP0HG8AR311926 | DA | \$0 | X | | | |
| 33 | 2006 | FORD F-150 | 1FTRF12206NB72213 | DA | \$0 | X | | | |
| 34 | 2008 | CHEVROLET TRAILBLAZER | 1GNDS13S582217758 | DA | \$0 | X | | | |
| 35 | 2010 | FORD FUSION | 3FAHP0HGXR311927 | DA | \$0 | X | | | |
| 36 | 2014 | FORD FUSION | 3FA6P0HD2ER331642 | DA | \$20,000 | X | | X | X |

2024 Ellis County

Vehicle Schedule

| | | | | | | | | |
|----|------|---|--------------------|-----------|----------|---|---|---|
| 37 | 2018 | Nissan Rogue | 5N1AT2MT6JC728512 | DA | \$21,925 | X | X | X |
| 38 | 2023 | Nissan Rogue | 5N1BT3BA8PC679091 | DA | \$34,565 | X | X | X |
| 39 | 2023 | Chevrolet Traverse LS | 1GNERFKW7PJ218416 | DA | \$35,959 | X | X | X |
| 40 | 2023 | FORD Explorer | 1FMSK7BH1PGA35173 | DA | \$38,935 | X | X | X |
| 41 | 2014 | CHEVROLET SILVERADO | 1GCRCEPH6EZ344733 | Elections | \$0 | X | | |
| 42 | 2004 | FORD F-250 PICK UP | 1FTNX20L24EC87356 | EMER MGMT | \$0 | X | | |
| 43 | 2009 | WELLS CARGO UTILITY TRAILER | 1WC200D1592064772 | EMER MGMT | \$0 | X | | |
| 44 | 2005 | TRAIL BLAZER UTILITY TRAILER | 5PKUTB0165W050321 | EMER MGMT | \$0 | X | | |
| 45 | 2013 | BIG TEX 6'8" X 14' X 6'6" TANDEM AXLE TRAILER | 49TCB1429D1008627 | EMER MGMT | \$0 | X | | |
| 46 | 2015 | CHEVROLET TAHOE BLACK | 1GNSK3EC3FR544155 | EMER MGMT | \$55,000 | X | X | X |
| 47 | 2021 | FORD F250 | 1FT7W2B67MED50681 | EMER MGMT | \$32,811 | X | X | X |
| 48 | 2022 | Anvil Trailer | 7FYBE1627ND0025202 | EMER MGMT | \$10,250 | X | X | X |
| 49 | 2005 | CHEVROLET 1500 SILVERADO | 1GCEC19V25Z200236 | ENGINEER | \$0 | X | | |
| 50 | 2008 | CHEVROLET PICK UP | 1GCEK14C48Z157998 | ENGINEER | \$0 | X | | |
| 51 | 2014 | CHEVROLET SILVERADO 4X4 | 3GCUKPEC6EG288181 | ENGINEER | \$0 | X | | |
| 52 | 2005 | XTRM UT 10' TRAILER | 5GVFU08115W001481 | ENGINEER | \$0 | X | | |
| 53 | 2019 | Ford F150 | 1FTEW1EP7KKC47734 | ENGINEER | \$34,814 | X | X | X |
| 54 | 2024 | FORD F150 XLT 4WD | 1FTFW3L55RKD30848 | ENGINEER | \$64,023 | X | X | X |
| 55 | 2016 | FORD F-150 4X4 | 1FTEX1E87GKD34367 | F.M | \$25,509 | X | X | X |
| 56 | 2017 | FORD F-250 | 1FT7X2B63HEB30117 | F.M | \$30,175 | X | X | X |
| 57 | 2017 | FORD F-150 | 1FTEX1EP3HKD16134 | F.M | \$29,107 | X | X | X |
| 58 | 2017 | FORD F-150 | 1FTEX1EP5HKD16135 | F.M | \$29,107 | X | X | X |
| 59 | 2018 | P.J. UTILITY TRAILER | 3CVUJ71214J2575183 | F.M. | \$0 | X | | |
| 60 | 2021 | FORD F250 4X4 CREW CAB SS SRW | 1FT7W2B69MEC71741 | F.M. | \$60,818 | X | X | X |
| 61 | 2023 | CHEVROLET TAHOE | 1GNSKLED6PR414400 | F.M. | \$58,934 | X | X | X |
| 62 | 2023 | FORD F150 | 1FTFW1P85PKD03817 | F.M. | \$69,960 | X | X | X |
| 63 | 2006 | CHEVROLET IMPALA | 2G1W5551X69352772 | I.T. | \$0 | X | | |
| 64 | 2016 | FORD EXPLORER | 1FM5K7B87GGB74222 | I.T. | \$40,000 | X | X | X |
| 65 | 2022 | FORD EXPLORER | 1FMSK7BH9NGB52285 | I.T. | \$40,000 | X | X | X |
| 66 | 2014 | FORD FOCUS | 1FADP3E24EL238776 | Indigent | \$0 | X | | |
| 67 | 2015 | EXPRESS VAN | 1GAZG1FG0F1257527 | JUV SRVC | \$40,000 | X | X | X |
| 68 | 2018 | Nissan Rogue | 5N1AT2MT7JC753466 | JUV SRVC | \$21,753 | X | X | X |
| 69 | 2018 | Nissan Rogue | 5N1AT2MT3JC755117 | JUV SRVC | \$21,753 | X | X | X |
| 70 | 2018 | Nissan Rogue | 5N1AT2MT7JC771241 | JUV SRVC | \$21,753 | X | X | X |
| 71 | 2018 | Nissan Rogue | 5N1AT2MT6JC753555 | JUV SRVC | \$21,753 | X | X | X |
| 72 | 2018 | Dodge Caravan | 2C4RDG8G2JR308471 | JUV SRVC | \$22,114 | X | X | X |
| 73 | 2019 | Ford F150 | 1FTEW1EB0KKD30233 | MAINT | \$28,857 | X | X | X |

2024 Ellis County

Vehicle Schedule

| | | | | | | | |
|-----|------|--|----------------------|------------|-----------|---|---|
| 74 | 2013 | CHEVROLET SILVERADO 1500 | 1GCRCEPX7DZ351695 | MAINT | \$0 | X | X |
| 75 | 2020 | GMC SIERRA 1500 | 3GTP8DEDE6LG416600 | PURCHASING | \$46,550 | X | X |
| 76 | 1990 | CHEVROLET K2500 CHEYENE | 1GBGK24K9LE118382 | RB PCT 1 | \$0 | X | |
| 77 | 1997 | WITZCO FLATBED TRAILER | 4URA11D28US061119 | RB PCT 1 | \$0 | X | |
| 78 | 1990 | INTERNATIONAL TT | 1HSHCGGR7LH210342 | RB PCT 1 | \$0 | X | |
| 79 | 1999 | CHEVROLET DUMP TRUCK | 1GBJ7H1D7XJ101867 | RB PCT 1 | \$0 | X | |
| 80 | 2001 | FORD F250 TRUCK | 3FTNW20L21MA51038 | RB PCT 1 | \$0 | X | |
| 81 | 2000 | GMC WATER TRUCK W/1800 GAL. PREMIUM | 1GDL7H1BXYJ519713 | RB PCT 1 | \$0 | X | |
| 82 | 2003 | GMC CAB AND CHASSIS | 1GDJ6J1E43F516023 | RB PCT 1 | \$0 | X | |
| 83 | 2003 | CHEVROLET 3500 | 1GCJC33U33F212985 | RB PCT 1 | \$0 | X | |
| 84 | 2008 | FORD F150 PICKUP, WHITE | 1FTRW12W18KC76538 | RB PCT 1 | \$0 | X | |
| 85 | 1996 | FORD ASPHALT DISTRIBUTOR TO TRUCK F700 | 1FDXF80C3TVA16623 | RB PCT 1 | \$0 | X | |
| 86 | 1966 | ARCO FLATBED TRAILER - OLD BLUE TRL | NO SN LOCATED TBD #1 | RB PCT 1 | \$0 | X | |
| 87 | 2003 | INTERNATIONAL DUMP TRUCK | 1HTGGAERX3H564450 | RB PCT 1 | \$0 | X | |
| 88 | 2003 | INTERNATIONAL DUMP TRUCK | 1HTGGAER03H564442 | RB PCT 1 | \$0 | X | |
| 89 | 2003 | INTERNATIONAL DUMP TRUCK | 1HTGGAER73H564440 | RB PCT 1 | \$0 | X | |
| 90 | 2008 | FORD F350 SD XL 2WD, WHITE | 1FDSF34598ED42295 | RB PCT 1 | \$0 | X | |
| 91 | 2017 | 76X16 PTOP TRAILER | 5VNB1623HT178050 | RB PCT 1 | \$0 | X | |
| 92 | 2016 | FORD F150 CREW CAB 4X2 SS WHITE | 1FTEW1CFXGKD96611 | RB PCT 1 | \$26,417 | X | X |
| 93 | 2016 | FORD F250 4X2 CREW CAB SS SRW WHITE | 1FT7W2A64GEC45053 | RB PCT 1 | \$25,219 | X | X |
| 94 | 2016 | FORD F250 4X2 CREW CAB SS SRW WHITE | 1FT7W2A62GEC45052 | RB PCT 1 | \$25,219 | X | X |
| 95 | 2014 | GRADALL XL3100 IV | 3140000357 | RB PCT 1 | \$0 | X | |
| 96 | 2018 | MACK TRACTOR | 1M1AN02Y8JM027790 | RB PCT 1 | \$124,080 | X | X |
| 97 | 2018 | BRAZOS END DUMP | 4B9BKDG25JH054260 | RB PCT 1 | \$31,000 | X | X |
| 98 | 2019 | TEXAS PRIDE DUMP TRAILER | 7HCGD1621KB011713 | RB PCT 1 | \$9,760 | X | X |
| 99 | 2021 | INTERNATIONAL HV607 TAR SPREADER | 3HAEJMMB7ML368423 | RB PCT 1 | \$178,008 | X | X |
| 100 | 2021 | KENWORTH K370 CIMLINE DURAPATCHER | 3BKJHM7X2NF582723 | RB PCT 1 | \$221,212 | X | X |
| 101 | 2022 | MACK DUMP P164T | 1M2PN4GC9NM009637 | RB PCT 1 | \$155,574 | X | X |
| 102 | 2022 | MACK DUMP P164T | 1M2PN4GC0NM009638 | RB PCT 1 | \$155,574 | X | X |
| 103 | 2022 | MACK DUMP P164T | 1M2PN4GC2NM009639 | RB PCT 1 | \$155,574 | X | X |
| 104 | 2021 | FORD F600 w/Crane, COMPRESSOR & EQ | 1FDFF6LT8MIDA15566 | RB PCT 1 | \$130,377 | X | X |
| 105 | 2000 | 10' TRAILER HOMEMADE | RCI # 569503 | RB PCT 1 | \$1,200 | X | X |
| 106 | 2008 | DURACO ASPALT PATCH TRAILER | 1D9SB17257P441394 | RB PCT 1 | \$0 | X | |
| 107 | 2000 | LEEBOY ASPHALT PAVER - SMALL | RCI 56025 | RB PCT 1 | \$0 | X | |
| 108 | 2000 | BROCE RJ-250 STREET SWEEPER - SMALL | 89860 | RB PCT 1 | \$0 | X | |
| 109 | 2022 | CHEVROLET SILVERADO 2500 | 2GC4YLE74N1200621 | RB PCT 1 | \$43,994 | X | X |
| 110 | 2007 | FORD F-750 Tank Truck | 3FRWF75F07V402247 | RB PCT 1 | \$29,500 | X | X |

2024 Ellis County

Vehicle Schedule

| | | | | | | | | |
|-----|------|--|--------------------|----------|-----------|---|---|---|
| 111 | 2017 | International 4300 Water Truck | 1HTMMMN7HH655128 | RB PCT 1 | \$76,211 | X | X | X |
| 112 | 2023 | FORD F-350 | 1FT8W3BAXPEC73596 | RB PCT 1 | \$68,130 | X | X | X |
| 113 | 2024 | FORD F-250 | 1FT7W2BA8REC92835 | RB PCT 1 | \$63,930 | X | X | X |
| 114 | 1972 | HYSTER LOWBOY TRAILER | 16315 | RB PCT 2 | \$0 | X | | |
| 115 | 1998 | FORD TRUCK F800 W/DISTRIBUTOR | 1FDXF80C0WVA35120 | RB PCT 2 | \$0 | X | | |
| 116 | 1990 | VOLVO DUMP TRUCK | 4V2ACBME8LN629717 | RB PCT 2 | \$0 | X | | |
| 117 | 1990 | VOLVO DUMP TRUCK | 4V2ACBME1LN629719 | RB PCT 2 | \$0 | X | | |
| 118 | 1989 | GMC WINCH TRUCK | 4V2ADBME2KN615775 | RB PCT 2 | \$0 | X | | |
| 119 | 2008 | FORD F250 SUPERCAB | 1FTSX20R58EC21929 | RB PCT 2 | \$0 | X | | |
| 120 | 1991 | BEST TILT TRAILER | 1B9TT2429M1175138 | RB PCT 2 | \$0 | X | | |
| 121 | 2007 | DODGE RAM D-3500 PICKUP, WHITE | 3D7ML46A87G826607 | RB PCT 2 | \$0 | X | | |
| 122 | 2006 | DODGE RAM PICKUP | 1D7HA16N66J105790 | RB PCT 2 | \$0 | X | | |
| 123 | 2006 | DODGE RAM PICKUP | 1D7HA16N96J106013 | RB PCT 2 | \$0 | X | | |
| 124 | 1989 | GMC DUMP TRUCK | 4V2ACBME8KN614553 | RB PCT 2 | \$0 | X | | |
| 125 | 2008 | DODGE RAM 1500 4x2 | 1D7HA16N181181002 | RB PCT 2 | \$0 | X | | |
| 126 | 2010 | C&M DUMP UTILITY TRAILER | 5VNBU1229AT082886 | RB PCT 2 | \$0 | X | | |
| 127 | 1986 | JROD GOOSENECK FB TRAILER | TR203744 | RB PCT 2 | \$0 | X | | |
| 128 | 1991 | GMC DUMP TRUCK | 4V2ADBME4MN640809 | RB PCT 2 | \$0 | X | | |
| 129 | 2009 | CHEVROLET SILVERADO | 1GCHC44K09E162000 | RB PCT 2 | \$0 | X | | |
| 130 | 2005 | MACK AC400 4000 GALLON WATER TRUCK | IMI1AK02Y75N001786 | RB PCT 2 | \$0 | X | | |
| 131 | 2003 | 16' FLATBED TRAILER | TR202196 | RB PCT 2 | \$0 | X | | |
| 132 | 2007 | Kenworth T60 | 3WKADB9X97F176370 | RB PCT 2 | \$0 | X | | |
| 133 | 2006 | FORD F350 SUPER | 1FDWFF36Y46EC83484 | RB PCT 2 | \$0 | X | | |
| 134 | 2012 | FORD F250 | 1FT7W2B67CEC92876 | RB PCT 2 | \$0 | X | | |
| 135 | 2015 | CHEVROLET SILVERADO | 3GCPCPEH5FG448493 | RB PCT 2 | \$0 | X | | |
| 136 | 2016 | CHEVROLET SILVERADO, 2WD CREW CAB PICKUP, | 1GC1CUEG5GF126192 | RB PCT 2 | \$0 | X | | |
| 137 | 2016 | 16' UTILITY TRAILER | 4C9BU1620GE102013 | RB PCT 2 | \$0 | X | | |
| 138 | 1977 | ETNY ETNY ASPHALT TANKER TRAILER | K2574K9158 | RB PCT 2 | \$0 | X | | |
| 139 | 2015 | STANDARD BOTTOM DUMP TRAILER MANAC | 5MC424011F3151769 | RB PCT 2 | \$32,664 | X | X | X |
| 140 | 2018 | MACK DUMP TRUCK | 1M2AX07C7JM038136 | RB PCT 2 | \$129,700 | X | X | X |
| 141 | 2018 | MACK DUMP TRUCK | 1M2AX07C9JM038137 | RB PCT 2 | \$129,700 | X | X | X |
| 142 | 2017 | FREIGHTLINER TRUCK | 3ALAGOCY6HDIH7382 | RB PCT 2 | \$189,304 | X | X | X |
| 143 | 2017 | WARREN PUP TRAILER | 1W9CA4525HT369025 | RB PCT 2 | \$35,000 | X | X | X |
| 144 | 2017 | WARREN PUP TRAILER | 1W9CA4525HT369026 | RB PCT 2 | \$35,000 | X | X | X |
| 145 | 2015 | CHEVROLET SILVERADO 1500 | 1GCNCPCE8FZ189946 | RB PCT 2 | \$18,100 | X | X | X |
| 146 | 2008 | INTERNATIONAL CAB CHASSIS 4300 PATCHER ATT | 1HTMMAAN18J690811 | RB PCT 2 | \$18,500 | X | X | X |
| 147 | 2009 | INTERNATIONAL CAB CHASSIS (ONLY) 4300 | 1HTMMAAN19H164199 | RB PCT 2 | \$19,500 | X | X | X |

2024 Ellis County

Vehicle Schedule

| | | | | | | | | |
|-----|------|--|--------------------|----------|-----------|---|---|---|
| 148 | 2020 | MACK GR64F DUMP TRUCK | 1M2GR4GC5KM002894 | RB PCT 2 | \$132,000 | X | X | X |
| 149 | 2020 | MACK GR64F DUMP TRUCK | 1M2GR4GC7KM002895 | RB PCT 2 | \$132,000 | X | X | X |
| 150 | 2015 | Ford F150 Pickup | 1FTMF1C83FKD62392 | RB PCT 2 | \$15,195 | X | X | X |
| 151 | 2017 | Ford F150 Pickup | 1FTMF1C84HKC53555 | RB PCT 2 | \$20,207 | X | X | X |
| 152 | 2010 | Kenworth T300 Truck | 2NKHMM7X0AM273707 | RB PCT 2 | \$49,950 | X | X | X |
| 153 | 2020 | FORD EXPLORER | 1FMSK7DH8LGA30821 | RB PCT 2 | \$37,467 | X | X | X |
| 154 | 2021 | MACK GR64F DUMP TRUCK | 1M2GR2GC2MM020983 | RB PCT 2 | \$133,000 | X | X | X |
| 155 | 2021 | MACK GR64F DUMP TRUCK | 1M2GR4GC4MM020984 | RB PCT 2 | \$133,000 | X | X | X |
| 156 | 2021 | MACK GR64F DUMP TRUCK W/OX 14 Yard Body | 1M2GR4GC8MM020941 | RB PCT 2 | \$133,492 | X | X | X |
| 157 | 2021 | MACK P164T | 1M2PN4GC2MM008800 | RB PCT 2 | \$145,430 | X | X | X |
| 158 | 2021 | MACK P164T | 1M2PN4GCXMM008799 | RB PCT 2 | \$145,430 | X | X | X |
| 159 | 2008 | CPS DUMP TRAILER | 5MC5154238P008334 | RB PCT 2 | \$28,300 | X | X | X |
| 160 | 2004 | LEACH LOWBOY TRAILER | 1L9LB35354H209376 | RB PCT 2 | \$43,500 | X | X | X |
| 161 | 2016 | MESSAGE SIGN TRAILER | 4GM2R1518G144102 | RB PCT 2 | \$14,900 | X | X | X |
| 162 | | 16' HOME/MADE TRAILER | RCJ 550995 | RB PCT 2 | \$2,800 | X | X | X |
| 163 | 2023 | MACK MD74 | 1M2MDBAB6PS071473 | RB PCT 2 | \$89,963 | X | X | X |
| 164 | 2020 | FORD F350 SUPER DUTY TRUCK | 1FD8X3HT8LED40997 | RB PCT 2 | \$86,327 | X | X | X |
| 165 | 2021 | CHEVROLET SILVERADO PU | 3GCNWAHEH6M340442 | RB PCT 2 | \$28,210 | X | X | X |
| 166 | 1991 | GMC DUMP TRUCK | 1GDM7H1J3MJ502693 | RB PCT 3 | \$0 | X | X | X |
| 167 | 1989 | INTERSTATE FLATBED S/T | 1JKTDV308KA601070 | RB PCT 3 | \$8,000 | X | X | X |
| 168 | 1993 | INTERSTATE FLATBED TRAILER | 1JKSGN207PA350022 | RB PCT 3 | \$0 | X | X | X |
| 169 | 1980 | PRIOR PIPE CULVERT TRAILER | 2025 | RB PCT 3 | \$0 | X | X | X |
| 170 | 1998 | FREIGHTLINER DUMP TRUCK | 1FUY3MDB0WL917596 | RB PCT 3 | \$0 | X | X | X |
| 171 | 1996 | FORD ASPHALT DISTRIBUTOR TRUCK | 1FDXF80C5TVA16624 | RB PCT 3 | \$0 | X | X | X |
| 172 | 1997 | FORD F450 DUMP TRUCK | 1FDLF47F9VEA52651 | RB PCT 3 | \$0 | X | X | X |
| 173 | 2013 | SHOP MADE UTILITY TRAILER WITH WELDER UNIT | NO SN LOCATED | RB PCT 3 | \$0 | X | X | X |
| 174 | 2014 | CHEVROLET SILVERADO 1500 DUAL CAB 4X2 | 1GCRCE6EZ164751 | RB PCT 3 | \$0 | X | X | X |
| 175 | 2012 | STREME TRAILER | 5GVFU1623CW000346 | RB PCT 3 | \$0 | X | X | X |
| 176 | 2006 | INTERNATIONAL MODEL 4400 | 1HTMKAAN46H215258 | RB PCT 3 | \$0 | X | X | X |
| 177 | 2017 | INTERNATIONAL DUMP TRUCK | 3HAZZMMN7HL177133 | RB PCT 3 | \$75,000 | X | X | X |
| 178 | 2016 | SHOP MADE AG-TRAILER | NO SN LOCATED | RB PCT 3 | \$0 | X | X | X |
| 179 | 2008 | FORD F-350 | 1FDWFF36568EC85343 | RB PCT 3 | \$0 | X | X | X |
| 180 | 2014 | DODGE RAM 1500 TRUCK | 3CGJR6DT3EG190761 | RB PCT 3 | \$16,000 | X | X | X |
| 181 | 2017 | FORD F 350 | 1FD8W3G62HEF23611 | RB PCT 3 | \$35,875 | X | X | X |
| 182 | 2017 | STREME TRAILER | 5GVFU1223HW000324 | RB PCT 3 | \$0 | X | X | X |
| 183 | 2018 | KARAVAN TRAILER | 5KTUS1218JF510371 | RB PCT 3 | \$0 | X | X | X |
| 184 | 2018 | PJ GOOSENECK TRAILER | 4P5LD3226J1289730 | RB PCT 3 | \$10,250 | X | X | X |

2024 Ellis County

Vehicle Schedule

| | | | | | | | | |
|-----|------|--|--------------------|----------|-----------|---|---|---|
| 185 | 2017 | FORD F-750 DUMP TRUCK | 1FDNF7AY2HDB07553 | RB PCT 3 | \$60,486 | X | X | X |
| 186 | 2018 | NISSAN TITAN | 1N6AA1EK1JN533753 | RB PCT 3 | \$29,606 | X | X | X |
| 187 | 2018 | FORD F-750 DUMP TRUCK | 1FDNF7AY4JDF06857 | RB PCT 3 | \$66,661 | X | X | X |
| 188 | 2019 | FORD F250 Pickup | 1FT7W2B64KEC41835 | RB PCT 3 | \$33,462 | X | X | X |
| 189 | 2020 | INTERNATIONAL DUMP TRUCK | 3HAEJTAN6LL309862 | RB PCT 3 | \$88,380 | X | X | X |
| 190 | 2019 | MACK DUMP TRUCK PINNACLE 64 dc | 1M2PN4GC3KM002209 | RB PCT 3 | \$146,800 | X | X | X |
| 191 | 2020 | CHEVROLET SILVERADO 1500 | 3GCPWCED6LG207812 | RB PCT 3 | \$32,370 | X | X | X |
| 192 | 2020 | CHEVROLET SILVERADO 1500 | 3GCPWCED0LG115451 | RB PCT 3 | \$47,600 | X | X | X |
| 193 | 2020 | CHEVROLET TAHOE | 1GC4WLE71LF196202 | RB PCT 3 | \$29,945 | X | X | X |
| 194 | 2021 | INTERNATIONAL TRUCK HV607 | 3HAEJIMMN5ML368422 | RB PCT 3 | \$178,000 | X | X | X |
| 195 | 2008 | INTERNATIONAL WATER MAXFORCE10 | 1HTWNAZR88J572879 | RB PCT 3 | \$45,000 | X | X | X |
| 196 | 1997 | TRAILER FOR DURACO MOUNTED ASPHALT PATCH | SN: 1442 | RB PCT 3 | \$36,000 | X | X | X |
| 197 | 2000 | TRAILER FOR DURACO MOUNTED ASPHALT PATCH | SN: 12719 | RB PCT 3 | \$27,879 | X | X | X |
| 198 | 1998 | STREET SWEEPER (SMALL) | SN: 405994 | RB PCT 3 | \$19,150 | X | X | X |
| 199 | | STREET SWEEPER (SMALL) | SN: 410879 | RB PCT 3 | \$49,000 | X | X | X |
| 200 | | 10' HOMEMADE TRAILER | RCI 550996 NO SN | RB PCT 3 | \$1,200 | X | X | X |
| 201 | 1998 | TRAILER FOR ETNYRE HOT OIL TANK | SN: S8344 | RB PCT 3 | \$0 | X | | |
| 202 | 1998 | LEDWELL LW200 WT WATER TANKER TRUCK | 1119-58658-2 | RB PCT 3 | \$0 | X | | |
| 203 | 2020 | FREIGHTLINER M2 WATER TANKER | 3ALACXFC4LDME8792 | RB PCT 3 | \$45,000 | X | X | X |
| 204 | 2018 | VANTAGE DUMP TRAILER | 4E7AA3926JARA5901 | RB PCT 3 | \$49,900 | X | X | X |
| 205 | 2015 | MACK 600 | 1M1AW07Y1FM047635 | RB PCT 3 | \$88,468 | X | X | X |
| 206 | 2022 | VANTAGE DUMP TRAILER | 1UNSD3923PS174788 | RB PCT 3 | \$68,881 | X | X | X |
| 207 | 2021 | FREIGHTLINER M21 TRUCK | 1FVHCYFE8MHMH0019 | RB PCT 3 | \$127,500 | X | X | X |
| 208 | 2022 | MACK MD7 DUMP TRUCK | 1M2MDBAB4NS070318 | RB PCT 3 | \$88,600 | X | X | X |
| 209 | 2022 | MACK MD7 DUMP TRUCK | 1M2MDBAB6NS070319 | RB PCT 3 | \$88,600 | X | X | X |
| 210 | 2022 | CHEVROLET SILVERADO 1500 | 1GCUDEED3NZ543361 | RB PCT 3 | \$58,678 | X | X | X |
| 211 | 2023 | CHEVROLET SILVERADO 1500 CREW CAB 4WD | 1GCUDAED8PZ215462 | RB PCT 3 | \$48,427 | X | X | X |
| 212 | 2022 | FREIGHTLINER M2 | 1FVACWFCXNHNHM7046 | RB PCT 3 | \$85,000 | X | X | X |
| 213 | 2024 | MACK PINNACLE 64R DUMP TRUCK | 1M2PN4GC9RM013614 | RB PCT 3 | \$181,763 | X | X | X |
| 214 | 2024 | WARREN PUP TRAILER | 1W9CA4724KT369005 | RB PCT 3 | \$64,430 | X | X | X |
| 215 | 2025 | PETERBILT TRUCK 567 | 1XPCD49X8SD734758 | RB PCT 3 | \$186,453 | X | X | X |
| 216 | 2024 | DODGE RAM 3500 | 3C7WRTCL1RG191687 | RB PCT 4 | \$69,362 | X | X | X |
| 217 | 2023 | DODGE RAM 1500 | 1C6SRFJT3PN663416 | RB PCT 4 | \$60,941 | X | X | X |
| 218 | 2006 | INTERNATIONAL MODEL 4400 | 1HTMKAAN46H346058 | RB PCT 4 | \$0 | X | | |
| 219 | 2001 | CHEVROLET PICKUP | 1GBGC24U61Z276764 | RB PCT 4 | \$0 | X | | |
| 220 | 1996 | INTERNATIONAL TR. TRACTOR MODEL 8200 | 1HSHGASR3TH301813 | RB PCT 4 | \$0 | X | | |
| 221 | 1998 | FORD F800 W/ETRYNE DIST. | 1FDXF80C4WVA35119 | RB PCT 4 | \$0 | X | | |

2024 Ellis County

Vehicle Schedule

| | | | | | | |
|-----|------|--|--------------------|----------|-----------|-----|
| 222 | 1999 | INTERSTATE TRAILER | 1JKTDL408XA002499 | RB PCT 4 | \$0 | X |
| 223 | 1994 | LUFKIN TRAILER | 1LOC2722S1118225 | RB PCT 4 | \$0 | X |
| 224 | 2003 | FORD F250 | 1FTNX20P13EC28431 | RB PCT 4 | \$0 | X |
| 225 | 1993 | INTERNATIONAL TRUCK | 1HTSCPENXPH531072 | RB PCT 4 | \$0 | X |
| 226 | 2008 | BIG TEX FB GOOSENECK | 16VGX202X82616090 | RB PCT 4 | \$0 | X |
| 227 | 2007 | FORD F250 DIESEL | 1FTSX20P07EB22464 | RB PCT 4 | \$0 | X |
| 228 | 1997 | INTERNATIONAL TRUCK | 1HTSCAANOVH430820 | RB PCT 4 | \$0 | X |
| 229 | 1999 | FORD F550 | 1FDAF56F4XED68878 | RB PCT 4 | \$0 | X |
| 230 | 1992 | INTERNATIONAL TRUCK | 1HSHBN2N3NH450034 | RB PCT 4 | \$0 | X |
| 231 | 2006 | BIG TEX GOOSENECK | 16VGX202462613778 | RB PCT 4 | \$0 | X |
| 232 | 2000 | INTERNATIONAL 4700 | 1HTSCAAMX1H390666 | RB PCT 4 | \$0 | X |
| 233 | 2000 | WELDER TRAILER (SHOP BUILT) | 3335308421LE053699 | RB PCT 4 | \$0 | X |
| 234 | 1995 | PETERBILT TRUCK 377 | 1XPDR8X1SN376797 | RB PCT 4 | \$0 | X |
| 235 | 2001 | INTERNATIONAL TRUCK MODEL #4700 | 1HTHCAARX2H519013 | RB PCT 4 | \$0 | X |
| 236 | 2001 | INTERNATIONAL TRUCK MODEL #4700 | 1HTSCAAL11H361371 | RB PCT 4 | \$0 | X |
| 237 | 2003 | CHOI LB DETACHED TRAILER | 1C9DN50303H883009 | RB PCT 4 | \$0 | X |
| 238 | 2008 | FORD F-350, WHITE | 1FDWW37RX8EB03290 | RB PCT 4 | \$0 | X |
| 239 | 2002 | FORD F-150, WHITE | 1FTRX17W42KC11132 | RB PCT 4 | \$0 | X |
| 240 | 1997 | INTERNATIONAL TANKER – MODEL # 810 | 1HSHBAAN7VH438088 | RB PCT 4 | \$0 | X |
| 241 | 2008 | INTERNATIONAL RF | 1HTMMAAN08H559814 | RB PCT 4 | \$0 | X |
| 242 | 2006 | DODGE WHITE TRUCK | 3D7ML46CX6G261308 | RB PCT 4 | \$0 | X |
| 243 | 2017 | FORD F-250 4X4 CREW CAB SS SRW | 1FT7W2B69HEC34100 | RB PCT 4 | \$31,105 | X X |
| 244 | 2012 | FORD F250 | 1FTBF2A68CEB85735 | RB PCT 4 | \$0 | X |
| 245 | 2016 | FORD F250 4X4 CREW CAB SS SRW | 1FT7W2B68GEC73078 | RB PCT 4 | \$30,918 | X X |
| 246 | 2002 | INTERNATIONAL TRUCK | 1HSMKAANX2H409291 | RB PCT 4 | \$0 | X |
| 247 | 2017 | P.J. GOOSENECK TRAILER | 4P5FS2029H1265609 | RB PCT 4 | \$7,750 | X X |
| 248 | 2018 | P.J. GOOSENECK TRAILER | 4P5T72427J1291534 | RB PCT 4 | \$9,850 | X X |
| 249 | 2012 | INTERNATIONAL 4300 FLATBED | 3HAMMAAN7CL641705 | RB PCT 4 | \$22,000 | X X |
| 250 | 1997 | SHOP MADE UTILITY TRAILER | 463 | RB PCT 4 | \$0 | X |
| 251 | 2011 | INTERNATIONAL RF DUMP TRUCK | 1HTMMAAN08H388439 | RB PCT 4 | \$22,000 | X X |
| 252 | 2009 | INTERNATIONAL CAB CHASSIS 4300 WATER TRK | 1HTMMAAN89H164426 | RB PCT 4 | \$19,000 | X X |
| 253 | 2015 | MACK CHU613 | 1M1AN09Y7FM020701 | RB PCT 4 | \$45,550 | X X |
| 254 | 2015 | MACK CHU613 | 1M1AN09Y1FM020709 | RB PCT 4 | \$45,044 | X X |
| 255 | 2015 | MACK CHU613 | 1M1AN09Y5FM020700 | RB PCT 4 | \$44,794 | X X |
| 256 | 2021 | INTERNATIONAL | 3HAEJMMN9ML368424 | RB PCT 4 | \$178,008 | X X |
| 257 | 2015 | MACK TRUCK | 1M1AN09Y5FM020129 | RB PCT 4 | \$39,044 | X X |
| 258 | 2013 | FORD F250 | 1FDBF2A64DEB79475 | RB PCT 4 | \$37,975 | X X |

**2024 Ellis County
Vehicle Schedule**

| | | | | | | | | |
|-----|------|-------------------------------|----------------------|----------|----------|---|---|---|
| 259 | 2023 | FORD F-250 4X4 EXTENDED CAB | 1FT7X2BA6PEC28402 | RB PCT 4 | \$69,770 | X | X | X |
| 260 | 2023 | FORD F-250 4X4 CREW CAB | 1FT7W2BA2PED40813 | RB PCT 4 | \$59,810 | X | X | X |
| 261 | 2023 | FORD F-250 | 1FT7W2BAXPEC28552 | RB PCT 4 | \$72,365 | X | X | X |
| 262 | RU2 | 750 TLR RADAR SPEED DISPLAY | 1R9BR08185A482029 | SHERIFF | \$0 | X | | |
| 263 | 1998 | WELLS CARGO TRAILER | 1WC200E18W1035177 | SHERIFF | \$0 | X | | |
| 264 | 2001 | TRAILER | TR190719 | SHERIFF | \$0 | X | | |
| 265 | 1997 | RANGER BOAT TRAILER | 4WRBS1817W1068421 | SHERIFF | \$0 | X | | |
| 266 | 2008 | WW STOCK TRAILER | 11WHS16218W299858 | SHERIFF | \$0 | X | | |
| 267 | 2001 | C&M GOOSENECK RED BOX TRAILER | 49TSG2021X1047193 | SHERIFF | \$0 | X | | |
| 268 | 2008 | STREME TRAILER | 5GVFU20238W000367 | SHERIFF | \$0 | X | | |
| 269 | 2005 | SINGLE AXLE TRAILER | TR195747 | SHERIFF | \$0 | X | | |
| 270 | 2007 | FORD RANGER TRUCK | 1FTYR14U87PA90589 | SHERIFF | \$0 | X | | |
| 271 | 2008 | FORD E350 VAN | 1FBSS31L88DA58587 | SHERIFF | \$0 | X | | |
| 272 | 2007 | FORD CARGO VAN | 1FTNE14W67DA27685 | SHERIFF | \$0 | X | | |
| 273 | 2008 | FORD EXPEDITON | 1FMFU155X8LA03857 | SHERIFF | \$0 | X | | |
| 274 | 2007 | FORD 500 | 1FAHP24197G150337 | SHERIFF | \$0 | X | | |
| 275 | 2011 | CHEVROLET K-2500 TRUCK | 1GC1KVC86BF164186 | SHERIFF | \$0 | X | | |
| 276 | 2011 | CHEVROLET K3500 TRUCK | 1GC4KZC89BF163716 | SHERIFF | \$0 | X | | |
| 277 | 2005 | 16' CARGO TRAILER | TR201668 | SHERIFF | \$0 | X | | |
| 278 | 2011 | CHEVROLET C1500 TRUCK | 3GCPCPEA9BG210367 | SHERIFF | \$0 | X | | |
| 279 | 2011 | CHEVROLET K2500 TRUCK | 1GC1KVC85BF164552 | SHERIFF | \$0 | X | | |
| 280 | 2005 | TITAN BOX TRAILER, WHITE | TR202198 | SHERIFF | \$0 | X | | |
| 281 | 2005 | BBQ PIT TRAILER | NO SN LOCATED TBD #4 | SHERIFF | \$0 | X | | |
| 282 | 2000 | SKY LIFT TRAILER | NH68031004 | SHERIFF | \$0 | X | | |
| 283 | 2005 | ALUMINIUM CAR HAULER | TR202197 | SHERIFF | \$0 | X | | |
| 284 | 2008 | FORD F150 (UC) | 1FTPW12V08FC00879 | SHERIFF | \$0 | X | | |
| 285 | 2010 | FORD F150 TRUCK | 1FTFW1CV2AFA07276 | SHERIFF | \$0 | X | | |
| 286 | 2003 | CHEVROLET PICKUP (UC) | 1GCHK29UX3E218839 | SHERIFF | \$0 | X | | |
| 287 | 2012 | FORD F-150 PICKUP - WHITE | 1FTFW1CF3CFA45658 | SHERIFF | \$0 | X | | |
| 288 | 2012 | DODGE 1500 RAM CREW | 1C6RD6KP5CS166474 | SHERIFF | \$0 | X | | |
| 289 | 2012 | DODGE 1500 RAM CREW | 1C6RD6KP3CS166473 | SHERIFF | \$0 | X | | |
| 290 | 2012 | CHEVROLET TAHOE | 1GNLC2E05CR185548 | SHERIFF | \$35,000 | X | X | X |
| 291 | 2012 | CHEVROLET TAHOE | 1GNLC2E06CR185252 | SHERIFF | \$35,000 | X | X | X |
| 292 | 2012 | CHEVROLET TAHOE | 1GNSCAE02CR160516 | SHERIFF | \$35,000 | X | X | X |
| 293 | 2013 | CHEVROLET TAHOE | 1GNLC2E04DR162604 | SHERIFF | \$45,000 | X | X | X |
| 294 | 2013 | CHEVROLET TAHOE | 1GNLC2E02DR160706 | SHERIFF | \$45,000 | X | X | X |
| 295 | 2013 | CHEVROLET TAHOE | 1GNLC2E01DR159692 | SHERIFF | \$45,000 | X | X | X |

**2024 Ellis County
Vehicle Schedule**

| | | | | | | | | |
|-----|------|--|-------------------|---------|----------|---|---|---|
| 296 | 2013 | CHEVROLET TAHOE | 1GNLC2E04DR161257 | SHERIFF | \$45,000 | X | X | X |
| 297 | 2013 | CHEVROLET TAHOE | 1GNLC2E05DR160165 | SHERIFF | \$45,000 | X | X | X |
| 298 | 2013 | CHEVROLET TAHOE | 1GNLC2E0XDR162347 | SHERIFF | \$45,000 | X | X | X |
| 299 | 2013 | CHEVROLET TAHOE | 1GNLC2E00DR161479 | SHERIFF | \$45,000 | X | X | X |
| 300 | 2013 | CHEVROLET TAHOE | 1GNLC2E03DR160441 | SHERIFF | \$45,000 | X | X | X |
| 301 | 2013 | CHEVROLET TAHOE | 1GNLC2E05DR161378 | SHERIFF | \$45,000 | X | X | X |
| 302 | 2013 | FORD EXPLORER | 1FM5K7D86DGB71174 | SHERIFF | \$0 | X | | |
| 303 | 2013 | FORD EXPLORER | 1FM5K7D8XDGB71176 | SHERIFF | \$0 | X | | |
| 304 | 2013 | FORD EXPLORER | 1FM5K7D88DGB71175 | SHERIFF | \$0 | X | | |
| 305 | 2013 | CHEVROLET TAHOE | 1GNSCAE08DR131765 | SHERIFF | \$35,000 | X | X | X |
| 306 | 2013 | CHEVROLET TAHOE | 1GNSCAE05DR162889 | SHERIFF | \$35,000 | X | X | X |
| 307 | 2013 | CHEVROLET AVALANCHE | 3GNMCFE05DG115206 | SHERIFF | \$0 | X | | |
| 308 | 2012 | FORD F550 BATT UNIT | 1FDUF5HT1CEA42367 | SHERIFF | \$0 | X | | |
| 309 | 2005 | 12' TANDEM AXLE MESH LOADING RAMP, LOW | TR207671 | SHERIFF | \$0 | X | | |
| 310 | 2006 | CHEVROLET SILVERADO, GOLD | 1GCEC19V26Z300340 | SHERIFF | \$0 | X | | |
| 311 | 2006 | PACE 2-WHEEL TRAILER (GENERATOR Mounted) | 47ZFB10136X046574 | SHERIFF | \$0 | X | | |
| 312 | 1986 | BLACK 16' TIRE TRAILER | TR202208 | SHERIFF | \$0 | X | | |
| 313 | 2005 | 12ft. 2- Axle Equip. Trailer | TR202195 | SHERIFF | \$0 | X | | |
| 314 | 2000 | CAR HAULER TRAILER | TR210457 | SHERIFF | \$0 | X | | |
| 315 | 2014 | CHEVROLET TAHOE | 1GNLC2E06ER193189 | SHERIFF | \$35,163 | X | X | X |
| 316 | 2013 | CHEVROLET TAHOE | 1GNSCAE00DR266240 | SHERIFF | \$30,000 | X | X | X |
| 317 | 2010 | DODGE CHALLENGER - SEIZED | 2B3CJ5DT9AH169587 | SHERIFF | \$0 | X | | |
| 318 | 2009 | HAULMARK TRAILER | TR203745 | SHERIFF | \$0 | X | | |
| 319 | 2014 | CHEVROLET TAHOE 4X4 | 1GNSK2E06ER157498 | SHERIFF | \$40,000 | X | X | X |
| 320 | 2016 | FORD EXPLORER | 1FM5K7D81GGD16528 | SHERIFF | \$33,144 | X | X | X |
| 321 | 2000 | Black 16' flatbed trailer | TR210455 | SHERIFF | \$0 | X | | |
| 322 | 2000 | 18' FLATBED | TR210456 | SHERIFF | \$0 | X | | |
| 323 | 2017 | CHEVROLET SILVERADO | 1GC1KUEG1HF121947 | SHERIFF | \$33,000 | X | X | X |
| 324 | 2017 | CHEVROLET SILVERADO | 1GC1KUEG1HF125089 | SHERIFF | \$33,000 | X | X | X |
| 325 | 2015 | CHEVROLET SILVERADO | 3GCPCEC6FG447353 | SHERIFF | \$0 | X | | |
| 326 | 2015 | CHEVROLET TAHOE, WHITE | 1GNLC2EC7FR575243 | SHERIFF | \$40,000 | X | X | X |
| 327 | 2015 | CHEVROLET TAHOE, WHITE | 1GNLC2EC6FR575251 | SHERIFF | \$45,000 | X | X | X |
| 328 | 2016 | CHEVROLET TAHOE, 2 WD, 4 DR, WHITE | 1GNLCDEC5GR229480 | SHERIFF | \$60,000 | X | X | X |
| 329 | 2016 | CHEVROLET TAHOE, 2 WD, 4 DR, WHITE | 1GNLCDEC1GR229072 | SHERIFF | \$60,000 | X | X | X |
| 330 | 2016 | CHEVROLET TAHOE, 2 WD, 4 DR, WHITE | 1GNLCDEC5GR228572 | SHERIFF | \$60,000 | X | X | X |
| 331 | 2016 | CHEVROLET TAHOE, 2 WD, 4 DR, WHITE | 1GNLCDEC7GR228413 | SHERIFF | \$60,000 | X | X | X |
| 332 | 2016 | CHEVROLET TAHOE, 2 WD, 4 DR, WHITE | 1GNLCDEC5GR228457 | SHERIFF | \$60,000 | X | X | X |

**2024 Ellis County
Vehicle Schedule**

| | | | | | | | | |
|-----|------|------------------------------------|-------------------|---------|----------|---|---|---|
| 333 | 2016 | CHEVROLET TAHOE, 2 WD, 4 DR, WHITE | 1GNLDEC4GR228529 | SHERIFF | \$60,000 | X | X | X |
| 334 | 2016 | CHEVROLET TAHOE, 2 WD, 4 DR, WHITE | 1GNLDEC8GR228601 | SHERIFF | \$60,000 | X | X | X |
| 335 | 2017 | CHEVROLET TAHOE | 1GNLDEC0HR244406 | SHERIFF | \$42,941 | X | X | X |
| 336 | 2017 | DODGE CARAVAN | 2C4RDGBG8HR631157 | SHERIFF | \$25,143 | X | X | X |
| 337 | 2017 | DODGE CARAVAN | 2C4RDGBG4HR547594 | SHERIFF | \$25,108 | X | X | X |
| 338 | 2018 | CHEVROLET TAHOE | 1GNLDECOJR126425 | SHERIFF | \$55,000 | X | X | X |
| 339 | 2018 | CHEVROLET TAHOE | 1GNLDECOJR122411 | SHERIFF | \$55,000 | X | X | X |
| 340 | 2018 | CHEVROLET TAHOE | 1GNLDECOJR125521 | SHERIFF | \$55,000 | X | X | X |
| 341 | 2018 | CHEVROLET TAHOE | 1GNLDECOJR123722 | SHERIFF | \$55,000 | X | X | X |
| 342 | 2018 | CHEVROLET TAHOE | 1GNLDEC4JR122427 | SHERIFF | \$55,000 | X | X | X |
| 343 | 2018 | CHEVROLET TAHOE | 1GNLDEC5JR123070 | SHERIFF | \$55,000 | X | X | X |
| 344 | 2018 | CHEVROLET TAHOE | 1GNLDECOJR125647 | SHERIFF | \$55,000 | X | X | X |
| 345 | 2018 | CHEVROLET TAHOE | 1GNLDEC7JR126293 | SHERIFF | \$55,000 | X | X | X |
| 346 | 2018 | CHEVROLET TAHOE | 1GNLDEC8JR125427 | SHERIFF | \$55,000 | X | X | X |
| 347 | 2018 | CHEVROLET TAHOE | 1GNLDEC8JR123788 | SHERIFF | \$55,000 | X | X | X |
| 348 | 2015 | CHEVROLET SILVERADO | 1GCVKREC4FZ163276 | SHERIFF | \$15,000 | X | X | X |
| 349 | 2019 | CHEVROLET TAHOE | 1GNLDEC3KR148597 | SHERIFF | \$67,000 | X | X | X |
| 350 | 2019 | CHEVROLET TAHOE | 1GNLDEC6KR149887 | SHERIFF | \$67,000 | X | X | X |
| 351 | 2019 | CHEVROLET TAHOE | 1GNLDEC0KR147231 | SHERIFF | \$67,000 | X | X | X |
| 352 | 2019 | CHEVROLET TAHOE | 1GNLDEC7KR146366 | SHERIFF | \$67,000 | X | X | X |
| 353 | 2019 | CHEVROLET TAHOE | 1GNLDEC7KR149359 | SHERIFF | \$67,000 | X | X | X |
| 354 | 2019 | CHEVROLET TAHOE | 1GNLDEC4KR150052 | SHERIFF | \$67,000 | X | X | X |
| 355 | 2019 | CHEVROLET TAHOE | 1GNLDEC5KR149931 | SHERIFF | \$67,000 | X | X | X |
| 356 | 2019 | CHEVROLET TAHOE | 1GNLDEC8KR251661 | SHERIFF | \$67,000 | X | X | X |
| 357 | 2019 | CHEVROLET TAHOE | 1GNLDECYKR251614 | SHERIFF | \$67,000 | X | X | X |
| 358 | 2019 | CHEVROLET TAHOE | 1GNLDEC9KR180986 | SHERIFF | \$66,999 | X | X | X |
| 359 | 2012 | CHEVROLET EQUINOX | 2GNALDEK9C6250630 | SHERIFF | \$13,500 | X | X | X |
| 360 | 2020 | CHEVROLET EXPRESS CARGO VAN 3500 | 1GCZGHFG2L1175158 | SHERIFF | \$62,066 | X | X | X |
| 361 | 2020 | CHEVROLET TAHOE | 1GNLDEC1LR225677 | SHERIFF | \$68,000 | X | X | X |
| 362 | 2020 | CHEVROLET TAHOE | 1GNLDEC2LR240687 | SHERIFF | \$68,000 | X | X | X |
| 363 | 2020 | CHEVROLET TAHOE | 1GNLDEC0LR225752 | SHERIFF | \$68,000 | X | X | X |
| 364 | 2020 | CHEVROLET TAHOE | 1GNLDEC1LR240700 | SHERIFF | \$68,000 | X | X | X |
| 365 | 2019 | DODGE CARAVAN | 2C4RDGBG2KR638497 | SHERIFF | \$41,774 | X | X | X |
| 366 | 2020 | CHEVROLET TAHOE | 1GNLDEC4LR240268 | SHERIFF | \$62,078 | X | X | X |
| 367 | 2020 | CHEVROLET TAHOE | 1GNLDEC7LR240281 | SHERIFF | \$62,078 | X | X | X |
| 368 | 2020 | CHEVROLET TAHOE | 1GNLDEC6LR240286 | SHERIFF | \$62,078 | X | X | X |
| 369 | 2020 | CHEVROLET TAHOE | 1GNLDEC5LR240361 | SHERIFF | \$62,078 | X | X | X |

**2024 Ellis County
Vehicle Schedule**

| | | | | | | | | |
|-----|------|----------------------------------|-------------------|---------|----------|---|---|---|
| 370 | 2020 | CHEVROLET TAHOE | 1GNLDEC0LR223998 | SHERIFF | \$62,078 | X | X | X |
| 371 | 2020 | FORD F250 CREW CAB 4X4 | 1FT7W2B63KEG06795 | SHERIFF | \$52,173 | X | X | X |
| 372 | 2020 | CHEVROLET TAHOE | 1GNLDEC1LR224027 | SHERIFF | \$62,078 | X | X | X |
| 373 | 2020 | CHEVROLET TAHOE | 1GNLDEC0LR240719 | SHERIFF | \$67,778 | X | X | X |
| 374 | 2020 | CHEVROLET TAHOE | 1GNLDEC2LR225669 | SHERIFF | \$62,078 | X | X | X |
| 375 | 2020 | FORD F-150 4 DOOR CREW CAB | 1FTEW1P45LKE10806 | SHERIFF | \$60,000 | X | X | X |
| 376 | 2020 | FORD F-150 4 DOOR CREW CAB | 1FTEW1P43LKE10805 | SHERIFF | \$60,000 | X | X | X |
| 377 | 2020 | FORD F-150 4 DOOR CREW CAB | 1FTEW1E5XLKE10800 | SHERIFF | \$51,316 | X | X | X |
| 378 | 2020 | CHEVROLET EXPRESS CARGO VAN 3500 | 1GCZGHFG7L1175852 | SHERIFF | \$68,000 | X | X | X |
| 379 | 2020 | CHEVROLET TAHOE | 1GNSKDEC8LR286992 | SHERIFF | \$61,446 | X | X | X |
| 380 | 2020 | FORD F-250 | 1FT7W2B65LEC90446 | SHERIFF | \$62,172 | X | X | X |
| 381 | 2020 | FORD F-150 | 1FTWE1P41LKE10804 | SHERIFF | \$51,316 | X | X | X |
| 382 | 2020 | FORD F-150 | 1FTEW1P47LKE10807 | SHERIFF | \$51,316 | X | X | X |
| 383 | 2020 | FORD F-150 | 1FTEW1P49LKE10808 | SHERIFF | \$60,817 | X | X | X |
| 384 | 2020 | CHEVROLET TAHOE | 1GNLDEC6LR289553 | SHERIFF | \$68,696 | X | X | X |
| 385 | 2020 | CHEVROLET TAHOE | 1GNLDEC5LR289673 | SHERIFF | \$66,710 | X | X | X |
| 386 | 2011 | FORD F-150 | 1FTFW1CF7BFA72179 | SHERIFF | \$30,275 | X | X | X |
| 387 | 2021 | CHEVROLET TAHOE | 1GNSKLED1MR356546 | SHERIFF | \$58,772 | X | X | X |
| 388 | 2021 | CHEVROLET TAHOE | 1GNSKLED6MR358311 | SHERIFF | \$58,372 | X | X | X |
| 389 | 2007 | CHEVROLET AVALANCHE | 3GNEC12037G248059 | SHERIFF | \$0 | X | | |
| 390 | 2022 | CHEVROLET TAHOE | 1GNSKLED6NR165500 | SHERIFF | \$72,998 | X | X | X |
| 391 | 2022 | CHEVROLET TAHOE | 1GNSKLED1NR165016 | SHERIFF | \$73,398 | X | X | X |
| 392 | 2009 | FORD EXPLORER | 1FMEU6DE7AUA37409 | SHERIFF | \$19,870 | X | X | X |
| 393 | 2004 | FORD EXPLORER | 1FMZU73K75ZA14610 | SHERIFF | \$14,000 | X | X | X |
| 394 | 2012 | CHEVROLET TAHOE | 1GNLCE08DR162685 | SHERIFF | \$45,000 | X | X | X |
| 395 | 2011 | CHEVROLET TAHOE | 1GNLCE03CR185533 | SHERIFF | \$25,480 | X | X | X |
| 396 | 2007 | FORD EXPEDITION | 1FMFU15558LA07783 | SHERIFF | \$28,423 | X | X | X |
| 397 | 2006 | FORD EXPLORER | 1FMEU63827UA86604 | SHERIFF | \$22,447 | X | X | X |
| 398 | 2011 | CHEVROLET TAHOE | 1GNLCE0XCR185593 | SHERIFF | \$25,480 | X | X | X |
| 399 | 2011 | CHEVROLET TAHOE | 1GNLCE04CR185573 | SHERIFF | \$25,480 | X | X | X |
| 400 | 2004 | DODGE RAM 1500 | 1D7HA18N64S741369 | SHERIFF | \$19,593 | X | X | X |
| 401 | 2007 | DODGE RAM 1500 | 1D7HA18P47J629388 | SHERIFF | \$20,841 | X | X | X |
| 402 | 1993 | GMC SIERRA 1500 | 20TEC19K3P1550847 | SHERIFF | \$25,000 | X | X | X |
| 403 | 2005 | FORD F-350 | 1FTWW33P95ED04926 | SHERIFF | \$18,000 | X | X | X |
| 404 | 2008 | FORD F-250 | 1FTSW21R98E005429 | SHERIFF | \$20,000 | X | X | X |
| 405 | 2003 | FORD F-350 | 1FBSS31S43HA70633 | SHERIFF | \$22,166 | X | X | X |
| 406 | 2003 | 8' TRAILER | RC1504284 | SHERIFF | \$0 | X | | |

2024 Ellis County
Vehicle Schedule

| | 2003 | CARGO TRAILER | RCI 504283 | SHERIFF | \$0 | X |
|-----|------|---------------------|-------------------|---------|----------|---|
| 407 | 2003 | CARGO TRAILER | RCI 504283 | SHERIFF | \$0 | X |
| 408 | 2022 | CHEVROLET TAHOE | 1GSKLEDONR135148 | SHERIFF | \$75,998 | X |
| 409 | 2022 | CHEVROLET TAHOE | 1GSKLED1NR136390 | SHERIFF | \$72,999 | X |
| 410 | 2022 | CHEVROLET TAHOE | 1GSKLEDXNR164995 | SHERIFF | \$72,999 | X |
| 411 | 2022 | CHEVROLET TAHOE 4X4 | 1GSKLEDONR135781 | SHERIFF | \$72,000 | X |
| 412 | 2022 | CHEVROLET TAHOE 4X4 | 1GSKLED5NR165469 | SHERIFF | \$72,000 | X |
| 413 | 2022 | CHEVROLET TAHOE 4WD | 1GSKLED8NR135141 | SHERIFF | \$75,998 | X |
| 414 | 2022 | CHEVROLET TAHOE 2WD | 1GNSCLED6NR217737 | SHERIFF | \$71,636 | X |
| 415 | 2022 | CHEVROLET TAHOE 4WD | 2GSKLEDXNR135268 | SHERIFF | \$75,998 | X |
| 416 | 2022 | CHEVROLET TAHOE 4WD | 1GSKLEDONR136316 | SHERIFF | \$75,998 | X |
| 417 | 2022 | CHEVROLET TAHOE 4WD | 1GSKLED5NR165066 | SHERIFF | \$78,998 | X |
| 418 | 2022 | CHEVROLET TAHOE 4WD | 1GSKLED8NR165143 | SHERIFF | \$75,998 | X |
| 419 | 2022 | CHEVROLET TAHOE 4WD | 1GSKLEDXNR165077 | SHERIFF | \$75,998 | X |
| 420 | 2022 | CHEVROLET TAHOE 2WD | 1GNSCLED5NR217874 | SHERIFF | \$71,236 | X |
| 421 | 2022 | CHEVROLET TAHOE 2WD | 1GNSCLED9NR217764 | SHERIFF | \$71,236 | X |
| 422 | 2022 | CHEVROLET TAHOE 4WD | 1GSKLED6NR135154 | SHERIFF | \$75,998 | X |
| 423 | 2022 | CHEVROLET TAHOE 4WD | 1GSKLED6NR217995 | SHERIFF | \$71,236 | X |
| 424 | 2022 | FORD F150 | 1FTFW1085NKE40799 | SHERIFF | \$50,225 | X |
| 425 | 2022 | FORD F150 | 1FTFW1P85NKE65184 | SHERIFF | \$54,547 | X |
| 426 | 2007 | ACURA MDX SUB | 2HNYD284X7H518689 | SHERIFF | \$0 | X |
| 427 | 2023 | JEEP GRAND CHEROKEE | 1C4RJAG7P8883659 | SHERIFF | \$43,830 | X |
| 428 | 2023 | TOYOTA TUNDRA | 5TFLA5AB5PX023640 | SHERIFF | \$48,370 | X |
| 429 | 2023 | DODGE DURANGO | 1C4RDHDG3PC685413 | SHERIFF | \$45,130 | X |
| 430 | 2023 | FORD F-150 | 1FTEW1C51PKD33582 | SHERIFF | \$51,040 | X |
| 431 | 2023 | FORD F-150 | 1FTFW1E89PFA35740 | SHERIFF | \$55,300 | X |
| 432 | 2023 | TOYOTA TUNDRA | 5TFLA5DB3PX105233 | SHERIFF | \$54,204 | X |
| 433 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED3RR169042 | SHERIFF | \$97,856 | X |
| 434 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED6RR174686 | SHERIFF | \$97,856 | X |
| 435 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLEDXRR174741 | SHERIFF | \$97,856 | X |
| 436 | 2024 | CHEVROLET TAHOE 4WD | 1GNSJKED1RR169685 | SHERIFF | \$97,856 | X |
| 437 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED7RR169089 | SHERIFF | \$97,856 | X |
| 438 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED1RR169119 | SHERIFF | \$97,856 | X |
| 439 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED9RR169109 | SHERIFF | \$97,856 | X |
| 440 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED9RR169238 | SHERIFF | \$97,856 | X |
| 441 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED2RR169064 | SHERIFF | \$97,856 | X |
| 442 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED4RR169826 | SHERIFF | \$97,856 | X |
| 443 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLEDXRR169037 | SHERIFF | \$97,856 | X |

**2024 Ellis County
Vehicle Schedule**

| | | | | | | | | |
|-----|------|----------------------|-------------------|-------------------|--------------|---|---|---|
| 444 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED6RR169214 | SHERIFF | \$81,528 | X | X | X |
| 445 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED5RR175215 | SHERIFF | \$81,528 | X | X | X |
| 446 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED8RR174723 | SHERIFF | \$81,528 | X | X | X |
| 447 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED0RR174733 | SHERIFF | \$81,528 | X | X | X |
| 448 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED8RR174656 | SHERIFF | \$81,528 | X | X | X |
| 449 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED6RR174669 | SHERIFF | \$81,528 | X | X | X |
| 450 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED0RR174697 | SHERIFF | \$81,528 | X | X | X |
| 451 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED7RR174776 | SHERIFF | \$81,528 | X | X | X |
| 452 | 2024 | CHEVROLET TAHOE 4WD | 1GNSKLED1RR174627 | SHERIFF | \$81,528 | X | X | X |
| 453 | 2024 | FORD F-250 XL DIESEL | 1FT8X2BM5RED74355 | SHERIFF | \$120,006 | X | X | X |
| 454 | 2024 | FORD F-250 XL DIESEL | 1FT8X2BM5RED76350 | SHERIFF | \$120,066 | X | X | X |
| 455 | 2024 | FORD EXPEDITION | 1FMJU1H81REA03168 | TAX OFFICE | \$62,512 | X | X | X |
| | | | | | \$16,989,247 | | | |

LAW ENFORCEMENT LIABILITY

Occurrence

| <u>Standard Coverage</u> | <u>Limit</u> |
|---|---------------------------|
| Per Wrongful Act | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
| Deductible Each Wrongful Act (Expenses within retention: Yes) | \$10,000 N/A Aggregate |
| Retroactive Date | N/A |

PUBLIC OFFICIALS

Claims Made

| <u>Standard Coverage</u> | <u>Limit</u> |
|--|---------------------------|
| Per Wrongful Act | \$1,000,000 |
| Annual Aggregate | \$3,000,000 |
| Employment Related Wrongful Acts | Excluded |
| Deductible Each Wrongful Act (Expenses within retention: Yes) | \$10,000 N/A Aggregate |
| Prior Acts/Retroactive Date | 5/22/1990 |

| <u>Additional Coverages</u> | <u>Limit</u> | <u>Deductible</u> |
|---|---------------------|--------------------------|
| Failure to Supply – Total Exclusion <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Steam <input checked="" type="checkbox"/> Oil <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Biofuel | N/A | N/A |

EMPLOYMENT PRACTICES LIABILITY

Claims Made

| <u>Standard Coverage</u> | <u>Limit</u> |
|--|---------------------------|
| Per Wrongful Employment Act | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
| Deductible Each Wrongful Act (Expenses within retention: Yes) | \$15,000 N/A Aggregate |
| Retroactive Date | 5/22/1990 |

| <u>Additional Coverages</u> | <u>Limit</u> | <u>Deductible</u> |
|---|---------------------|--------------------------|
| Back Wages | \$50,000 | \$10,000 |
| Wrongful Employment Act Loss Adjustment Expense | No Sublimit | \$15,000 |
| Non-Monetary Defense Limit Per Suit | \$50,000 | \$15,000 |
| Non-Monetary Defense Annual Aggregate | \$50,000 | |
| EEOC* Per Complaint/Charge of Discrimination | \$10,000 | \$2,500 |
| EEOC* Annual Aggregate | \$50,000 | |
| Other: | | |
| *EEOC = Equal Employment Opportunity Commission | | |

The following exposures are excluded from coverage:

- Airports
- Ski Areas, Ski tows
- Refuse Site or Incinerator
- Electric Utilities
- Golf Courses
- Amusement Parks, Circus, Mechanical Rides or Devices
- Organized or sponsored racing or stunting events (including but not limited to wheeled vehicles, skateboards, or roller skates)
- Other/Exceptions/Notes:
- Housing Authorities
- Hospitals, Medical facilities, Nursing Homes
- Landfills (except those that are fully and finally closed)
- Gas Utilities

The following exposures are excluded from coverage:

- Airports
- Housing Authorities
- Ski Areas, Ski tows
- Hospitals, Medical facilities, Nursing Homes
- Refuse Site or Incinerator
- Landfills (except those that are fully and finally closed)
- Electric Utilities
- Gas Utilities
- Golf Courses
- Amusement Parks, Circus, Mechanical Rides or Devices
- Organized or sponsored racing or stunting events (including but not limited to wheeled vehicles, skateboards, or roller skates)
- Other/Exceptions/Notes

EXCESS LIABILITY

| <u>Standard Coverage</u> | <u>Limit</u> |
|--|---------------------|
| Each Occurrence, Offense, Accident or Wrongful Act | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |
| | |
| <i>Underlying Insurance</i> | |
| Public Officials Liability | \$1,000,000 |
| Employment Practices Liability | \$1,000,000 |
| Law Enforcement Liability | \$1,000,000 |

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CRIME COVERAGES:

| Crime Insuring Agreements | Single Loss Limit of Insurance | Single Loss Retention | Crime Insuring Agreements | Single Loss Limit of Insurance | Single Loss Retention |
|---|--|-----------------------|--|--------------------------------|-----------------------|
| A - Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property | ***See Fidelity*** Not Covered Not Covered | \$5,000 | F - Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense | \$1,000,000 Not Covered | \$5,000 |
| B - Forgery or Alteration | \$1,000,000 | \$5,000 | G - Funds Transfer Fraud | \$1,000,000 | \$5,000 |
| C - On Premises | \$100,000 | \$5,000 | H - Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement | Not Covered Not Covered | |
| D - In Transit | \$100,000 | \$5,000 | I - Claim Expense | \$5,000 | \$0 |
| E - Money Orders and Counterfeit Money | Not Covered | | | | |

*** A. Fidelity *** Single Loss Limit Single Loss Retention Per Policy form: CRI-7129 (01-09)
 1. Employee Theft Limit - Per Loss Coverage \$1,000,000 \$5,000
 2. Employee Theft - Per Employee Coverage
 Insured's Premises Covered: Worldwide, except

CYBER COVERAGE:

| Liability | Limit | Retention |
|------------------------------------|--|---|
| Privacy and Security | \$1,000,000 | \$10,000 |
| Payment Card Costs | \$1,000,000 | Subject to Privacy and Security Retention |
| Media | \$1,000,000 | \$10,000 |
| Regulatory Proceedings | \$1,000,000 | \$10,000 |
| Breach Response | Limit | Retention |
| Privacy Breach Notification | 1,000,000 impacted parties | impacted parties threshold 100 |
| Computer and Legal Experts | \$1,000,000 which is separate from the CyberRisk Aggregate Limit | |
| Betterment | \$100,000 | |
| Cyber Extortion | \$1,000,000 | \$10,000 |
| Data Restoration | \$1,000,000 | \$10,000 |
| Public Relations | \$1,000,000 | \$10,000 |
| Cyber Crime | Limit | Retention |
| Computer Fraud | Not Covered | |
| Funds Transfer Fraud | Not Covered | |
| Social Engineering Fraud | \$100,000 | \$5,000 |
| Telecom Fraud | \$100,000 | \$5,000 |
| Business Loss | Limit | Retention |
| Business Interruption | \$1,000,000 | |

Continued - next page

| | | |
|--|-------------|---------|
| Dependent Business Interruption | \$100,000 | |
| Dependent Business Interruption - System Failure | \$100,000 | |
| Dependent Business Interruption - Outsource Provider | \$100,000 | |
| Dependent Business Interruption - Outsource Provider - System Failure | \$100,000 | |
| Reputation Harm | \$250,000 | \$5,000 |
| System Failure | \$1,000,000 | |

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 8 hours

Knowledge Date: August 30, 2015

P&P Date: August 30, 2015

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$31,577.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
 Crime Policy Aggregate Limit of Insurance: N/A
 CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
 Additional Premium Percentage: 75%
 Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
 Additional Premium Percentage: N/A
 Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

| Term | Payment Type | Premium | Taxes | Surcharges | Total Premium | Total Term Premium |
|--------|--------------|-------------|--------|------------|---------------|--------------------|
| 1 Year | Prepaid | \$31,577.00 | \$0.00 | \$0.00 | \$31,577.00 | \$31,577.00 |

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

| | |
|--------------------|-----------------------------|
| ACF-2001-0222 | Modular Declarations Page |
| AFE-16001-0119 | General Conditions |
| CRI-3001-0109 | Crime Policy Form |
| CYB-16001-0620 | CyberRisk Coverage |
| CYB-16001-TOC-0620 | CyberRisk Table of Contents |

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

| | |
|----------------|--|
| ACF-7006-0511 | Removal of Short-Rate Cancellation Endorsement |
| ACF-7007-0811 | Cross-Coverage Notice Endorsement |
| AFE-17032-0620 | Texas Changes Endorsement |
| AFE-19029-0719 | Cap On Losses From Certified Acts Of Terrorism Endorsement |
| AFE-19030-0920 | Federal Terrorism Risk Insurance Act Disclosure Endorsement |
| CRI-19072-0315 | Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition |
| CRI-19085-0919 | Social Engineering Fraud Insuring Agreement Endorsement |
| CRI-19101-1117 | Amendatory Endorsement for Certain ERISA Considerations |
| CRI-19115-0519 | Telecommunication Fraud Insuring Agreement Endorsement |
| CRI-19122-1120 | Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement |
| CRI-4019-0911 | Texas Changes Endorsement |
| CRI-5044-0613 | Texas Cancellation or Termination Endorsement |
| CRI-7126-0109 | Government Entity Crime Endorsement - Faithful Performance of Duty |
| CRI-7129-0109 | Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors |
| CYB-19101-0119 | Per Impacted Parties And Computer And Legal Expert Costs Endorsement |
| CYB-19102-0620 | Dependent Business Interruption - System Failure Endorsement |
| CYB-19104-0620 | Dependent Business Interruption - Outsource Provider Endorsement |
| CYB-19105-0119 | Conviction Reward Endorsement |
| CYB-19119-0119 | Amend Privacy And Security Act To Include Violation Of The General Data Protection Regulation Endorsement |
| CYB-19122-0519 | Vendor Or Client Payment Fraud Endorsement |
| CYB-19123-0519 | Bricked Equipment Endorsement |

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

1 None

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this

COMMISSIONERS COURT AGENDA REQUEST

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: September 9, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

Discussion, consideration, and approval of the renewal agreement with Hibbs-Hallmark for the comprehensive insurance for Ellis County. Renewal term is from October 1, 2024 through September 30, 2025.

COMMISSIONERS COURT AGENDA REQUEST

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: September 10, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: EJ Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Room 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

Discussion, consideration and approval for the award of Bid Number RFB-2024-011- Hourly Rates for Bridge and Headwall Repair, to J&K Excavation, LLC and Sanders Creek Construction, LLC.

| Line # | Description | QTY | UOM | J&K Excavation | |
|--------|--|-----|------|----------------|---------------|
| | | | | Total Price | Unit Extended |
| 1 | Working Supervisor | 1 | Hour | \$75.00 | \$75.00 |
| 2 | Skilled Worker, operator, welder, etc. | 1 | Hour | \$125.00 | \$125.00 |
| 3 | Laborer | 1 | Hour | \$65.00 | \$65.00 |
| 4 | Motorized welding machine/generator | 1 | Hour | \$150.00 | \$150.00 |
| 5 | Cutting Torch | 1 | Hour | \$150.00 | \$150.00 |
| 6 | Truck Mounted Crane | 1 | Hour | \$250.00 | \$250.00 |
| 7 | Boom Truck | 1 | Hour | \$250.00 | \$250.00 |
| 8 | Pile Driver | 1 | Hour | \$250.00 | \$250.00 |
| 9 | Backhoe | 1 | Hour | N/A | N/A |
| 10 | Other-Wheel Loader | 1 | Hour | \$250.00 | \$250.00 |
| 11 | Other-Excavator | 1 | Hour | \$250.00 | \$250.00 |
| 12 | Other-Dozer | 1 | Hour | \$250.00 | \$250.00 |
| Total | | | | \$2,065.00 | \$2,065.00 |

| Line # | Description | QTY | UOM | Sanders Creek Construction | |
|--------|--|-----|------|----------------------------|---------------|
| | | | | Total Price | Unit Extended |
| 1 | Working Supervisor | 1 | Hour | \$60.00 | \$60.00 |
| 2 | Skilled Worker, operator, welder, etc. | 2 | Hour | \$50.00 | \$100.00 |
| 3 | Laborer | 1 | Hour | \$45.00 | \$45.00 |
| 4 | Motorized welding machine/generator | 2 | Hour | \$30.00 | \$60.00 |
| 5 | Cutting Torch | 1 | Hour | \$15.00 | \$15.00 |
| 6 | Truck Mounted Crane | 1 | Hour | N/A | N/A |
| 7 | Boom Truck | 1 | Hour | \$65.00 | \$65.00 |
| 8 | Pile Driver | 1 | Hour | \$55.00 | \$55.00 |
| 9 | Backhoe | 1 | Hour | \$65.00 | \$65.00 |
| 10 | Other-Per diem | 4 | Hour | \$100.00 | \$400.00 |
| 11 | Other-Mobilization | 1 | Each | \$800.00 | \$800.00 |
| 12 | Other-Demobilization | 1 | Each | \$800.00 | \$800.00 |
| Total | | | | \$2,465.00 | \$2,465.00 |

Notes
 If piles are not able to be drove due to rock, a drill truck will be purchased at Ellis Co. expense
 8 hours minimum on all work

THE STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

HOURLY RATES FOR BRIDGE AND HEADWALL REPAIR

BETWEEN ELLIS COUNTY, TX and SANDERS CREEK CONSTRUCTION, LLC - RFB NO. 2024-011

This Agreement ("Agreement") is made and entered into by and between the Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and Sanders Creek Construction, LLC ("Contractor") with a place of business at 923 FM 489 W, Donie, TX 75838. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

- WHERE,** County issued RFB No. 2024-011-Hourly Rates for Bridge and Headwall Repair ("RFB").
- WHERE,** Contractor responded to RFB; and
- WHERE,** Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFB; and
- WHERE,** Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and
- WHERE,** County desires to retain a qualified and experienced Contractor to provide Hourly Rates for Bridge and Headwall Repair, and
- WHERE,** County has selected Contractor as the firm for County RFB No. 2024- 011.
- THEREFORE,** in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Exhibit A: Price Schedule.

Exhibit B: County's RFB No. 2024-011.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A; (3) Exhibit B.

3. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties.

If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide Hourly Rates for Bridge and Headwall Repair.

5. SCOPE OF SERVICES AND WORK

5.1. To provide Hourly Rates for Bridge and Headwall Repair in accordance with the Specifications and requested by the following County Precinct locations.

5.2. Locations

a. Road & Bridge Pct. 1, 600 N. Dallas St., Palmer, TX 75152-053

b. Road & Bridge Pct. 2, 1400 Oak Grove Rd., Ennis, TX 75119

c. Road & Bridge Pct. 3, 933 College St., Italy, TX 76651-0396

d. Road & Bridge Pct. 3 Substation, 219 Martin Luther King, Jr St. Maypearl, TX
76065

e. Road & Bridge Pct. 4, 1011 Eastgate, Midlothian, TX 76065

6. PAYMENTS AND PRICING

6.1 Contractor will remit all invoices to Accounts Payable at the following email address:

AccountsPayable@co.ellis.tx.us

6.2 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.3 **Right to Audit:** The Contractor shall agree that 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 the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.

7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

7.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

7.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or

qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

8.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

8.2 **Warranty of Contractor's Capability:** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

8.3 **Professional Quality:** Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 **Collusion:** Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 **Reporting:** Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

9.2 **Access to Records:** Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 **Ownership:** The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 **Adequacy of Records:** If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 **Availability and Retention of Records:** All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work or services are performed.

10. TESTING

If necessary, Ellis County, Texas reserves the right to request samples for testing. Any failure of a sample test may be considered sufficient reason to terminate this agreement.

11. CONFIDENTIALITY AND OPEN RECORDS ACT

11.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless

authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

11.2 Public Information Act: The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

11.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

11.4 Confidential or Proprietary Marking: Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12. INDEMNIFICATION

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES "), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

12.2. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor

in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

12.4. No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

12.5. Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13. INSURANCE

13.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

13.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
 - 1. Workers' Compensation – statutory (see TWCC rule 110.110)
 - 2. Employer's liability - \$500,000
 - 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 - 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate

- b. Property damage - \$100,000 each occurrence
 5. Contractual liability - same limits as above
 6. All Risk Cargo Insurance - \$2,000,000 aggregate
 7. Crime Coverage - \$ 1,000,000 per occurrence
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main St., Suite 102, Waxahachie, TX 75165
 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
 3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 4. The respondent 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 same may be covered by the proceeds of insurance.
 5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.

Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage

13.3 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Ellis County premises.

13.4 Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up

to two years from the termination of this Agreement, or cancellation of this Agreement or both.

13.5 **Insurance Certificates:** The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 101 W. Main Street, Room 102, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

13.6 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

13.7 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services.
- b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - i) Termination of this Agreement
 - ii) Demand on any bond, as applicable.
 - iii) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - iv) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and

v) Any combination of the above in Section 13.11.

13.8 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

13.9 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

13.10 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.

13.11 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.

13.12 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13.13 **Insurance Lapse:** In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

13.14 **CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO**

MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT. Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

14. TERMINATION

The Parties may terminate this Agreement for the following:

14.1 Termination for Convenience: County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

14.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

14.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

14.4 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

14.5 Notice and Right to Cure: If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The

notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

14.6 Termination for Lack of Funding: If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

Sanders Creek Construction, LLC
923 FM 489 W
Donie, TX 75838

Ellis County:

Ellis County Purchasing Agent
101 W. Main Street, Suite 102
Waxahachie, TX 75165

16. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a

waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

18. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

19. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

20. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

21. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

22. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

23. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

24. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

25. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

26. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

27. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms

and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

28. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

29. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

30. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

31. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

32. FAIR LABOR STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT

LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

33. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

34. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

35. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant

to Section 15 above.

36. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

37. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

39. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- a. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

41. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

42. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners Court.

43. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

44. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

45. ACCEPTANCES

By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS _____ DAY OF _____, 2024.

ELLIS COUNTY

SANDERS CREEK CONSTRUCTION, LLC

By: _____
Todd Little
Ellis County Judge

By: *M. Fisher*
Title: *Owner*

ATTEST

By: _____
Krystal Valdez
Ellis County Clerk

Exhibit A

Proposal/Bid Sheet

RFB-2024-011

| Item Needed | Number | Not Included | Hourly Bid |
|--|---------------------|--------------|----------------|
| Working supervisor | 1 | | \$ 60 |
| Skilled worker, operator, welder, etc. | 2 x \$50 | | \$ 100 |
| Laborer | 1 | | \$ 45 |
| Motorized welding machine/generator | 2 x \$30 | | \$ 60 |
| Cutting Torch | 1 | | \$ 15 |
| Truck mounted crane | | | |
| Boom truck | 1 | | \$ 65 |
| Pile Driver | 1 | | \$ 55 |
| Backhoe / 85 Truck | 1 | | \$ 65 |
| Other Per diem | 4 x \$100 | | \$ 400 per day |
| Other | | | |
| Mobilization | | | \$ 800 |
| Demobe | | | \$ 800 |
| | | | |

Note: If piles are not able to be drove due to rock a drill truck will be purchased at Ellis Co. expence

Note: 8 hrs minimum on all work

Exhibit B

Specifications For RFB-2024-011

Ellis County Hourly Services for Bridge and Headwall Repair Proposal/Contract

Ellis County is seeking bids from qualified respondents for repairs and construction of wooden, steel and concrete headwalls and bridges. Qualified Respondents shall propose a **base hourly rate that includes all supervision, labor, equipment, consumable material, profit and overhead necessary for repair and construction of bridges and headwalls**. The hourly rate shall specify the number of personnel, types of equipment and number of pieces of equipment that are included and are available on site as needed.

Different phases of a project and specific projects require unique equipment: consequently, it is understood that not all equipment is necessarily operational simultaneously or present always on the job site. However, the total numbers of personnel specified in the base bid are to be present and working on the project anytime the rate applies.

Ellis County will provide and deliver to the job site all structural and forming material including wood, steel, concrete, fill material, etc. necessary for completion of the project. As required, the County will also provide heavy equipment work for benching, backfilling and grading.

All Respondents shall supply miscellaneous hand tools, power tools, chains, come-a-long, etc. including the equipment noted on the bid sheet, i.e., truck mounted crane, piledriver, boom truck, and backhoe. Respondents will also note on the bid sheet any additional equipment they feel is necessary to complete any required work.

*Any drill truck that might be required on a specific project is beyond the scope of this proposal and will be contracted separately by Ellis County on an as needed basis.

*Placement and finishing of large areas of concrete decks shall be provided by concrete contractor secured by Ellis County but working in conjunction with the overall project. All form work and rebar shall be placed by the bridge and headwall contractor.

*Signage and blocking of roads will be provided by Ellis County.

Respondents shall specify below the personnel and number and type of equipment that composes their base hourly bid.

Exhibit B

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent;
 - B. name and address of receiving department;
 - C. Ellis County, Texas purchase order number;
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Exhibit B

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Proposal)
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

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13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

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22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

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- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
 - B. Proposals containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

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36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
42. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

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43. Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply.

(Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

44. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.
45. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
46. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
47. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
48. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
49. Debarment/Suspension: PERFORMING PARTY 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

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programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.

50. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
51. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

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Special Terms and Conditions

That in accordance with request for bid package **No. RFB-2024-011** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

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

Prior Agreements Superseded

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

Israel

In accordance with § 2270.002 of the Texas Government Code, “Vendor Name” does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

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

Appropriations Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice

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of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

Prompt Payment Act

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

Contract Terms

The agreement awarded from this bid shall be an annual agreement contract. The initial term of this agreement shall be one (1) year from date of approval. **This agreement may be automatically renewed at Ellis County's option for up to four (4) successive one-year terms.** Renewal options will be the same terms and conditions of the original agreement unless a price redetermination has been accepted by the County, as further explained in Price Redetermination.

Cooperative Purchasing

Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

Price Redetermination

If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the

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time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

Bidder Name: _____



**ELLIS COUNTY HISTORIC COURTHOUSE
PURCHASING DEPARTMENT
101 W. MAIN STREET, SUITE 102
WAXAHACHIE, TEXAS, 75165
TEL: 972.825.5118**

ELLIS COUNTY

REQUEST FOR BID COVER SHEET

RFB-2024-011

HOURLY RATES FOR BRIDGE AND HEADWALL REPAIR

The Request for Bid (RFB) and accompanying documents are for your convenience in submitting a bid for the referenced products and/or services for ELLIS COUNTY.

KEY EVENTS SCHEDULE:

| | |
|--------------------------------|--------------------------------------|
| Issue RFB | 7/15/24 12:00 PM Central Time |
| Deadline for Questions | 7/24/24 12:00 PM Central Time |
| Deadline for Submission | 8/15/24 2:00 PM Central Time |

QUESTIONS: All questions must be submitted thru IONWAVE by 12:00 PM July 24, 2024.

Electronic bids (**PREFERRED**) or sealed hard copy bids shall be received no later than

***** August 15, 2024 2:00 pm CT*****

For further information contact: Doug Shelton, Contract Administrator, Ellis County Purchasing

Doug.shelton@co.ellis.tx.us

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received in the Purchasing Office or on the Ionwave Portal by 2:00 P.M. CT,** and then publicly opened and read aloud at 3:00 P.M. in Purchasing Conference Room 204.

If submitting a hard copy bid, the bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, Ellis County and have the bid number, closing date, and company name clearly marked on the outside envelope. **Please note that electronic bids are preferred.**

1. BID INSTRUCTIONS

- 1.1 Bids should be submitted through the online Ionwave Portal at: <https://elliscounty.ionwave.net>. JavaScript must be enabled. Browser cookies must be enabled. Respondents should contact Ionwave at Support.ionwave@eunasolutions.com for technical questions related to submissions. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Ionwave Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- 1.2 If submitting a sealed hard copy bid, you must contact the Ellis County Purchasing Office for instructions.
- 1.3 Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Ellis County including the County Judge and Commissioners concerning this Bid. Failure to comply with this guideline will result in immediate disqualification from the bid process.
- 1.4 Late bids will not be accepted. **Contract page must be signed, failure to do so could result in disqualification.**
- 1.5 Vendor will have the ability to modify their submissions up to the Submission Deadline in Ionwave.
- 1.6 Ellis County will use the Ionwave website (<https://elliscounty.Ionwave.net>) for the following activities: (a) to post the RFB, (b) to receive any questions or inquiries, (c) to issue any associated addenda, and (d) to post award notice.
- 1.7 This RFB may be amended only by addendum in accordance with this section. If Ellis County, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all respondents by addendum posted on Ellis County's purchasing portal at <https://elliscounty.Ionwave.net>. Each addendum forms an integral part of this RFB and may contain important information, including significant changes to this RFB. Respondents are responsible for obtaining all addenda issued by Ellis County.
- 1.8 Ellis County uses the Ionwave portal for accepting and evaluating bids digitally. Please contact Ionwave via email at support.ionwave@eunasolutions.com for technical questions related to your submission.
- 1.9 The term bid or bids shall be used interchangeably.

DOCUMENTS NEEDING TO BE COMPLETED AND RETURNED:

- 1. Bid Cover Sheet**
- 2. Standard Bid forms in Ionwave**
- 3. Insurance Certificate**
- 4. Bid Pricing Sheet**
- 5. Signed Contract**

Insurance Requirements

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
 2. Employer's liability - \$500,000
 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b. Property damage - \$100,000 each occurrence
 5. Contractual liability - same limits as above
 6. All Risk Cargo Insurance - \$2,000,000 aggregate
 7. Crime Coverage - \$ 1,000,000 per occurrence
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165
 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
 3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 4. The respondent 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 same may be covered by the proceeds of insurance.
 5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
 6. Each insurance policy to be furnished by successful offeror shall include, by

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endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

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Submission Requirements

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

Individual: _____
Partnership: _____
Corporation: _____
Women or Minority Owned: _____
Non-Profit: _____

2. Name of Owner: _____

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

Yes: _____
No: _____

Insurance Broker Name: _____

Phone: _____ Fax: _____

4. Are there claims pending against this insurance policy?

Yes: _____
No: _____
If yes, describe: _____

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

Yes: _____
No: _____
If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

Yes: _____
No: _____

7. Has respondent been disqualified by any public agency from participation in public contracts?

Yes: _____
No: _____

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes: _____
No: _____

9. Is the Respondent licensed for doing business in Texas?

Yes: _____

No: _____

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes: _____

No: _____

The undersigned respondent has carefully examined the Request for Bid and the Certification included herein the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

| | | | |
|---------------------------|--|-----------------------------|--|
| Respondent Name | | Authorized Signature | |
| Respondent Address | | Printed Name | |
| County, State, Zip | | Title | |
| Phone | | Date | |
| Fax | | <u>Email</u> | |

Exhibit B

Respondent Information Form

Firm/Respondent:

By: _____ Authorized Agent
_____ Title

Address: Street address and/or P.O. Box

Address: _____
_____ City/State _____ Zip code

Phone: _____ Fax: _____ Email: _____

Project Contact:

Phone: _____ Fax: _____ Email: _____

REFERENCES

List agencies where these services have been provided within the past two (2) years:

1. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

2. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

3. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

Exhibit B

Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

1. Personal Conflicts of Interest

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes” please describe the nature of the relationship.

c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes_____ No_____

If your answer is “yes” please explain in full.

2. Respondent or Business Conflicts of Interest

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

b. Are any of your business partner’s or associates’ families or extended families related to an elected or appointed Ellis County Official?

Yes_____ No_____

Exhibit B

If your answer is "yes", please describe the nature of the relationship.

- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes _____ No _____

If your answer is "yes" please explain in full.

- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is "yes", please describe the nature of the relationship.

- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes _____ No _____

3. I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.

Name of Respondent

Name and Title of Officer (Print)

Name and Title of Officer (Signature)

Bid Signature Form

The undersigned agrees this bid becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be ninety (90) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this bid have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this bid packet including the specifications and all terms and conditions including any attachments contained in this bid package.

a. The information provided in this bid, in response to Ellis County, Texas’ Request for Bid (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.

Name and address of respondent:

Name: _____

Address: _____

b. Authorized Representative:

Signature: _____

Printed name: _____

Title: _____

Exhibit B

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in the bid document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent.
 - B. name and address of the receiving department.
 - C. Ellis County, Texas purchase order number.
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate bids will not be considered unless authorized by the bid itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a bid.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the bid are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the bid sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Exhibit B

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Bid)
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's bid.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

Exhibit B

13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

Exhibit B

22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bids tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFB/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

Exhibit B

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for bids may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or bid and prior to commencement of the actual work, the bidder or bid offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

Exhibit B

- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the bid until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all bids, to award contracts to primary and secondary respondents, to reject materials/bids not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Bids may be rejected, among other reasons, for any of the following specific reasons:
- A. Bids received after the time limit set for receiving bids.
 - B. Bids containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified, and their bids not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one bid for the work contemplated.
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

Exhibit B

36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each bid. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the bid/quote/bid price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/ bid price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or bid in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of bid/bid submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply. (Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

42. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.

Exhibit B

43. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
44. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
45. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
46. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
47. Debarment/Suspension: PERFORMING PARTY 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. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
48. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
49. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Acknowledgement Initials

Date

THE STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

HOURLY RATES FOR BRIDGE AND HEADWALL REPAIR

BETWEEN ELLIS COUNTY, TX and J&K EXCAVATION, LLC - RFB NO. 2024-011

This Agreement ("Agreement") is made and entered into by and between the Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and J&K Excavation, LLC ("Contractor") with a place of business at 3537 South Highway 287, Waxahachie, TX 75165. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFB No. 2024-011-Hourly Rates for Bridge and Headwall Repair ("RFB").

WHERE, Contractor responded to RFB; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFB; and

WHERE, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHERE, County desires to retain a qualified and experienced Contractor to provide Hourly Rates for Bridge and Headwall Repair, and

WHERE, County has selected Contractor as the firm for County RFB No. 2024- 011.

THEREFORE, in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Exhibit A: Price Schedule.

Exhibit B: County's RFB No. 2024-011.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A; (3) Exhibit B.

3. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties.

If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide Hourly Rates for Bridge and Headwall Repair.

5. SCOPE OF SERVICES AND WORK

5.1. To provide Hourly Rates for Bridge and Headwall Repair in accordance with the Specifications and requested by the following County Precinct locations.

5.2. Locations

a. Road & Bridge Pct. 1, 600 N. Dallas St., Palmer, TX 75152-053

b. Road & Bridge Pct. 2, 1400 Oak Grove Rd., Ennis, TX 75119

c. Road & Bridge Pct. 3, 933 College St., Italy, TX 76651-0396

d. Road & Bridge Pct. 3 Substation, 219 Martin Luther King, Jr St. Maypearl, TX
76065

e. Road & Bridge Pct. 4, 1011 Eastgate, Midlothian, TX 76065

6. PAYMENTS AND PRICING

6.1 Contractor will remit all invoices to Accounts Payable at the following email address:

AccountsPayable@co.ellis.tx.us

6.2 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.3 **Right to Audit:** The Contractor shall agree that 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 the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.

7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

7.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

7.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or

qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

8.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

8.2 **Warranty of Contractor's Capability:** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

8.3 **Professional Quality:** Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 **Collusion:** Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 **Reporting:** Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

9.2 **Access to Records:** Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 **Ownership:** The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 **Adequacy of Records:** If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 **Availability and Retention of Records:** All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work or services are performed.

10. TESTING

If necessary, Ellis County, Texas reserves the right to request samples for testing. Any failure of a sample test may be considered sufficient reason to terminate this agreement.

11. CONFIDENTIALITY AND OPEN RECORDS ACT

11.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless

authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

11.2 Public Information Act: The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

11.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

11.4 Confidential or Proprietary Marking: Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12. INDEMNIFICATION

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES "), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

12.2. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor

in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

12.4. No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

12.5. Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13. INSURANCE

13.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

13.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
 - 1. Workers' Compensation – statutory (see TWCC rule 110.110)
 - 2. Employer's liability - \$500,000
 - 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 - 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate

- b. Property damage - \$100,000 each occurrence
 5. Contractual liability - same limits as above
 6. All Risk Cargo Insurance - \$2,000,000 aggregate
 7. Crime Coverage - \$ 1,000,000 per occurrence
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
 1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main St., Suite 102, Waxahachie, TX 75165
 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
 3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 4. The respondent 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 same may be covered by the proceeds of insurance.
 5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.

Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage

13.3 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Ellis County premises.

13.4 Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up

to two years from the termination of this Agreement, or cancellation of this Agreement or both.

13.5 Insurance Certificates: The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 101 W. Main Street, Room 102, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

13.6 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

13.7 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services.
- b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - i) Termination of this Agreement
 - ii) Demand on any bond, as applicable.
 - iii) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - iv) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and

v) Any combination of the above in Section 13.11.

13.8 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

13.9 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

13.10 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.

13.11 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.

13.12 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13.13 **Insurance Lapse:** In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

13.14 **CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO**

MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT. Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

14. TERMINATION

The Parties may terminate this Agreement for the following:

14.1 Termination for Convenience: County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

14.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

14.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

14.4 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

14.5 Notice and Right to Cure: If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The

notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

14.6 Termination for Lack of Funding: If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

J&K Excavation, LLC
3537 S. Hwy 287
Waxahachie, TX 75165

Ellis County:

Ellis County Purchasing Agent
101 W. Main Street, Suite 102
Waxahachie, TX 75165

16. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a

waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

18. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

19. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

20. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

21. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

22. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

23. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

24. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

25. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

26. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

27. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms

and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

28. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

29. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

30. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

31. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

32. FAIR LABOR STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT

LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

33. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

34. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

35. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant

to Section 15 above.

36. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

37. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

39. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- a. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

41. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

42. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners Court.

43. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

44. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- a. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
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45. ACCEPTANCES

By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS 9 DAY OF September 2024.

ELLIS COUNTY

J&K EXCAVATION, LLC

By: _____
Todd Little
Ellis County Judge

By:  _____
Title: V.P.

ATTEST

By: _____
Krystal Valdez
Ellis County Clerk

Exhibit A

Proposal/Bid Sheet

RFB-2024-011

| Item Needed | Number | Not Included | Hourly Bid |
|---|--------|--------------|------------|
| Working supervisor | | | \$75.00 |
| Skilled worker, operator, welder, etc. | | | \$125.00 |
| Laborer | | | \$65.00 |
| Motorized welding machine/generator | | | \$150.00 |
| Cutting Torch | | | \$150.00 |
| Truck mounted crane | | | \$250.00 |
| Boom truck | | | \$250.00 |
| Pile Driver | | | \$250.00 |
| Backhoe | | | N/A |
| Other – Wheel Loader | | | \$250.00 |
| Other- Excavator | | | \$250.00 |
| Dozer | | | \$250.00 |
| | | | |
| | | | |

Exhibit B

Specifications For RFB-2024-011

Ellis County Hourly Services for Bridge and Headwall Repair Proposal/Contract

Ellis County is seeking bids from qualified respondents for repairs and construction of wooden, steel and concrete headwalls and bridges. Qualified Respondents shall propose a **base hourly rate that includes all supervision, labor, equipment, consumable material, profit and overhead necessary for repair and construction of bridges and headwalls**. The hourly rate shall specify the number of personnel, types of equipment and number of pieces of equipment that are included and are available on site as needed.

Different phases of a project and specific projects require unique equipment: consequently, it is understood that not all equipment is necessarily operational simultaneously or present always on the job site. However, the total numbers of personnel specified in the base bid are to be present and working on the project anytime the rate applies.

Ellis County will provide and deliver to the job site all structural and forming material including wood, steel, concrete, fill material, etc. necessary for completion of the project. As required, the County will also provide heavy equipment work for benching, backfilling and grading.

All Respondents shall supply miscellaneous hand tools, power tools, chains, come-a-long, etc. including the equipment noted on the bid sheet, i.e., truck mounted crane, piledriver, boom truck, and backhoe. Respondents will also note on the bid sheet any additional equipment they feel is necessary to complete any required work.

*Any drill truck that might be required on a specific project is beyond the scope of this proposal and will be contracted separately by Ellis County on an as needed basis.

*Placement and finishing of large areas of concrete decks shall be provided by concrete contractor secured by Ellis County but working in conjunction with the overall project. All form work and rebar shall be placed by the bridge and headwall contractor.

*Signage and blocking of roads will be provided by Ellis County.

Respondents shall specify below the personnel and number and type of equipment that composes their base hourly bid.

Exhibit B

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent;
 - B. name and address of receiving department;
 - C. Ellis County, Texas purchase order number;
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Exhibit B

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Proposal)
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

Exhibit B

13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

Exhibit B

22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

Exhibit B

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

Exhibit B

- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
 - B. Proposals containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

Exhibit B

36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
42. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

Exhibit B

43. Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply.

(Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

44. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.
45. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
46. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
47. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
48. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
49. Debarment/Suspension: PERFORMING PARTY 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

Exhibit B

programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.

50. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
51. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Exhibit B

Special Terms and Conditions

That in accordance with request for bid package **No. RFB-2024-011** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

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

Prior Agreements Superseded

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

Israel

In accordance with § 2270.002 of the Texas Government Code, “Vendor Name” does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

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

Appropriations Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice

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of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

Prompt Payment Act

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

Contract Terms

The agreement awarded from this bid shall be an annual agreement contract. The initial term of this agreement shall be one (1) year from date of approval. **This agreement may be automatically renewed at Ellis County's option for up to four (4) successive one-year terms.** Renewal options will be the same terms and conditions of the original agreement unless a price redetermination has been accepted by the County, as further explained in Price Redetermination.

Cooperative Purchasing

Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

Price Redetermination

If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the

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time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

Bidder Name: _____



**ELLIS COUNTY HISTORIC COURTHOUSE
PURCHASING DEPARTMENT
101 W. MAIN STREET, SUITE 102
WAXAHACHIE, TEXAS, 75165
TEL: 972.825.5118**

ELLIS COUNTY

REQUEST FOR BID COVER SHEET

RFB-2024-011

HOURLY RATES FOR BRIDGE AND HEADWALL REPAIR

The Request for Bid (RFB) and accompanying documents are for your convenience in submitting a bid for the referenced products and/or services for ELLIS COUNTY.

KEY EVENTS SCHEDULE:

| | |
|--------------------------------|--------------------------------------|
| Issue RFB | 7/15/24 12:00 PM Central Time |
| Deadline for Questions | 7/24/24 12:00 PM Central Time |
| Deadline for Submission | 8/15/24 2:00 PM Central Time |

QUESTIONS: All questions must be submitted thru IONWAVE by 12:00 PM July 24, 2024.

Electronic bids (**PREFERRED**) or sealed hard copy bids shall be received no later than

***** August 15, 2024 2:00 pm CT*****

For further information contact: Doug Shelton, Contract Administrator, Ellis County Purchasing

Doug.shelton@co.ellis.tx.us

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received in the Purchasing Office or on the Ionwave Portal by 2:00 P.M. CT,** and then publicly opened and read aloud at 3:00 P.M. in Purchasing Conference Room 204.

If submitting a hard copy bid, the bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, Ellis County and have the bid number, closing date, and company name clearly marked on the outside envelope. **Please note that electronic bids are preferred.**

1. BID INSTRUCTIONS

- 1.1 Bids should be submitted through the online Ionwave Portal at: <https://elliscounty.ionwave.net>. JavaScript must be enabled. Browser cookies must be enabled. Respondents should contact Ionwave at Support.ionwave@eunasolutions.com for technical questions related to submissions. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Ionwave Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- 1.2 If submitting a sealed hard copy bid, you must contact the Ellis County Purchasing Office for instructions.
- 1.3 Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Ellis County including the County Judge and Commissioners concerning this Bid. Failure to comply with this guideline will result in immediate disqualification from the bid process.
- 1.4 Late bids will not be accepted. **Contract page must be signed, failure to do so could result in disqualification.**
- 1.5 Vendor will have the ability to modify their submissions up to the Submission Deadline in Ionwave.
- 1.6 Ellis County will use the Ionwave website (<https://elliscounty.Ionwave.net>). for the following activities: (a) to post the RFB, (b) to receive any questions or inquiries, (c) to issue any associated addenda, and (d) to post award notice.
- 1.7 This RFB may be amended only by addendum in accordance with this section. If Ellis County, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all respondents by addendum posted on Ellis County's purchasing portal at <https://elliscounty.Ionwave.net>. Each addendum forms an integral part of this RFB and may contain important information, including significant changes to this RFB. Respondents are responsible for obtaining all addenda issued by Ellis County.
- 1.8 Ellis County uses the Ionwave portal for accepting and evaluating bids digitally. Please contact Ionwave via email at support.ionwave@eunasolutions.com for technical questions related to your submission.
- 1.9 The term bid or bids shall be used interchangeably.

DOCUMENTS NEEDING TO BE COMPLETED AND RETURNED:

1. Bid Cover Sheet
2. Standard Bid forms in Ionwave
3. Insurance Certificate
4. Bid Pricing Sheet
5. Signed Contract

Insurance Requirements

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
 2. Employer's liability - \$500,000
 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b. Property damage - \$100,000 each occurrence
 5. Contractual liability - same limits as above
 6. All Risk Cargo Insurance - \$2,000,000 aggregate
 7. Crime Coverage - \$ 1,000,000 per occurrence
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165
 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
 3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 4. The respondent 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 same may be covered by the proceeds of insurance.
 5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
 6. Each insurance policy to be furnished by successful offeror shall include, by

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endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Submission Requirements

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

- Individual: _____
- Partnership: _____
- Corporation: _____
- Women or Minority Owned: _____
- Non-Profit: _____

2. Name of Owner: _____

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

- Yes: _____
- No: _____

Insurance Broker Name: _____

Phone: _____ Fax: _____

4. Are there claims pending against this insurance policy?

- Yes: _____
- No: _____
- If yes, describe: _____

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

- Yes: _____
- No: _____
- If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

- Yes: _____
- No: _____

7. Has respondent been disqualified by any public agency from participation in public contracts?

- Yes: _____
- No: _____

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

- Yes: _____
- No: _____

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9. Is the Respondent licensed for doing business in Texas?

Yes: _____

No: _____

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes: _____

No: _____

The undersigned respondent has carefully examined the Request for Bid and the Certification included herein the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

| | | | |
|---------------------------|--|-----------------------------|--|
| Respondent Name | | Authorized Signature | |
| Respondent Address | | Printed Name | |
| County, State, Zip | | Title | |
| Phone | | Date | |
| Fax | | <u>Email</u> | |

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Respondent Information Form

Firm/Respondent:

By: _____ Authorized Agent
_____ Title

Address: Street address and/or P.O. Box

Address: _____
_____ City/State _____ Zip code

Phone: _____ Fax: _____ Email: _____

Project Contact:

Phone: _____ Fax: _____ Email: _____

REFERENCES

List agencies where these services have been provided within the past two (2) years:

1. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

2. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

3. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

1. Personal Conflicts of Interest

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes” please describe the nature of the relationship.

c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes_____ No_____

If your answer is “yes” please explain in full.

2. Respondent or Business Conflicts of Interest

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

b. Are any of your business partner’s or associates’ families or extended families related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes _____ No _____

If your answer is “yes” please explain in full.

- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes”, please describe the nature of the relationship.

- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes _____ No _____

3. I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.

Name of Respondent

Name and Title of Officer (Print)

Name and Title of Officer (Signature)

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Bid Signature Form

The undersigned agrees this bid becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be ninety (90) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this bid have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this bid packet including the specifications and all terms and conditions including any attachments contained in this bid package.

- a. **The information provided in this bid, in response to Ellis County, Texas' Request for Bid (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.**

Name and address of respondent:

Name: _____

Address: _____

b. Authorized Representative:

Signature: _____

Printed name: _____

Title: _____

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Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in the bid document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent.
 - B. name and address of the receiving department.
 - C. Ellis County, Texas purchase order number.
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate bids will not be considered unless authorized by the bid itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a bid.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the bid are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the bid sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

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Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Bid)
 1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's bid.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bids tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFB/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for bids may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or bid and prior to commencement of the actual work, the bidder or bid offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

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- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the bid until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all bids, to award contracts to primary and secondary respondents, to reject materials/bids not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Bids may be rejected, among other reasons, for any of the following specific reasons:
- A. Bids received after the time limit set for receiving bids.
 - B. Bids containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified, and their bids not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one bid for the work contemplated.
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

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36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each bid. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the bid/quote/bid price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/ bid price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or bid in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of bid/bid submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply. (Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

42. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.

Exhibit B

43. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
44. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
45. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
46. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
47. Debarment/Suspension: PERFORMING PARTY 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. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
48. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
49. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Acknowledgement Initials

Date

Supplier Scoring Summary

RFP-2024-008 Addendum 2 - Behavioral Health Assessments for the Veterans Treatment Court

| Supplier | Rank | Score | Evaluation Criteria | | | |
|---------------------------------|------|--------------|--|--------------|--------------|--------------|
| Care Star Recovery & Wellness | 1 | 92.00 | Price | 20.00 | 40.00 | 40.00 |
| Dreamwork Infusion and Wellness | 2 | 77.33 | Quality of Diagnostic Impression and Recommendations | 16.00 | 38.67 | 37.33 |
| Integral Healthcare and Therap | 3 | 48.00 | Qualifications and Experience | 18.67 | 26.67 | 32.00 |
| | | 72.44 | | 17.78 | 26.67 | 28.00 |

THE STATE OF TEXAS

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§

COUNTY OF ELLIS

BEHAVIORAL HEALTH ASSESSMENTS FOR THE VETERAN’S TREATMENT COURT

BETWEEN ELLIS COUNTY, TX and CARE STAR BEHAVIORAL HEALTH SERVICES, LLC - RFP NO. 2024-008

This Agreement ("Agreement") is made and entered into by and between the Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and Care Star Behavioral Health Services, LLC ("Contractor") with a place of business at 3032 E. Hebron Parkway, Carrollton, TX, 75020. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFP No. 2024-008-Behavioral Health Assessments for the Veteran’s Treatment Court ("RFP").

WHERE, Contractor responded to RFP; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHERE, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHERE, County desires to retain a qualified and experienced Contractor to provide Behavioral Health Assessments for the Veteran’s Treatment Court, hereinafter, referred to as the "Project"; and

WHERE, County has selected Contractor as the highest ranked firm for County RFP No. 2024- 008.

THEREFORE, in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Exhibit A: Price Reimbursement.

Exhibit B: County's RFP No. 2024-008.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A; (3) Exhibit B.

3. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. At Ellis County's option and approval of the vendor, the contract may be automatically renewed for two (2) one-year periods to extend services for a potential contract period of three (3) years.

If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide Behavioral Health Assessments for the Ellis County Veteran's Treatment Court.

5. SCOPE OF SERVICES AND WORK

To provide licensed clinicians to complete behavioral health assessments for the Ellis County Veteran's Treatment Court with the Veterans involved with this treatment court. This assessment will factor into the determination of eligibility into the Ellis County Veterans Treatment Court.

The Contractor will complete a behavioral health assessment on one hundred (100) percent of individuals referred and provide a written individual assessment identifying needs and recommended services to be completed and provided to ECBHD within ten (10) working days of appointment.

6. PAYMENTS AND PRICING

6.1 Contractor shall submit monthly invoices for payment for services to the Ellis County Behavioral Health Department (ECBHD). Agencies will be required to comply with the procedures specified by the ECBHD and accompany invoices with the date of service. The invoice will include the type, and the date of service provided.

The ECBHD retains control over the Veterans' referred to agencies for the provision of behavioral health treatment. If the Veteran is determined to need an additional or different treatment service, the Veteran is to be referred back to the ECBHD for further action. The process by which this action will occur will be addressed in the Policies and Procedures of the ECBHD and Ellis Count Veterans Treatment Court (ECVTC). The Contractor must agree to provide appropriate testimony, affidavits, or documents for any court proceeding and/or trial related to its treatment and other services for ECBHD and Veterans, if required, at no additional cost to the ECBHD.

ECBHD will not be responsible for payment of services rendered to a Veteran without a referral from ECBHD. The prices quoted in response to this RFP should be the full cost of assessment. Any other funds (including Veteran participant fees) available to the applicant from public or private sources, such as private insurance, TriCare, TriWest, etc. shall provide reimbursement for services rendered and will not be submitted to EDBHD for reimbursement. Services rendered to any Veteran which has other funding available must be used in place of reimbursement from ECBHD. If other funds are not available or are unable to be utilized, only then shall Proposers submit for reimbursement from ECBHD.

6.2 Contractor shall submit monthly invoices for payment for services to the ECBHD.

Ellis County Behavioral Health Department
101 W. Main St. Suite 301
Waxahachie, Texas 75165
RFP No. 2024-008

6.3 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as publish by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.4 **Right to Audit:** The Contractor shall agree that 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 the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.

7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards,

in addition to any other remedies permitted by law.

7.9 Governmental Consent: Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

7.10 Corporate Good Standing: Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

8.1 No Actions, Suits, or Proceedings: Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

8.2 Warranty of Contractor's Capability: Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

8.3 Professional Quality: Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement.

This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 **Collusion:** Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 **Reporting:** Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

9.2 **Access to Records:** Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 **Ownership:** The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 **Adequacy of Records:** If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 **Availability and Retention of Records:** All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principal place of business or its place of business where the work or services are performed.

10. CONFIDENTIALITY AND OPEN RECORDS ACT

10.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

10.2 **Public Information Act:** The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

10.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

10.4 **Confidential or Proprietary Marking:** Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

11. INDEMNIFICATION

11.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES "), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

11.2 IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES

OF THE PARTIES UNDER TEXAS LAW.

11.3 Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

11.4 No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

11.5 Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

12. INSURANCE

12.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

12.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

12.3 **Workers' Compensation Insurance:** That meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the

subcontractors' employees unless such employees are afforded protection by Contractor. Contractors shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

12.4 Commercial General Liability Insurance: Contractor shall maintain Commercial General Liability or Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance coverage for the following:

- a) Premises Operations.
- b) Independent Contractors or Contractors.
- c) Products and Completed Operations
- d) Personal Injury.
- e) Contractual Liability; and
- f) Broad form property damage, to include fire legal liability.

Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

12.5 Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 (\$1,000,000.00) per occurrence - Combined Single Limit of Liability for Bodily Injury and Property Damage or \$500,000.00 aggregate.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

12.6 Contractor agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- a) Except Workers Compensation, name Ellis County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b) Thirty (30) days' notice to the County for cancellation, non-renewal or material change.
- c) Provide for endorsement that the "other insurance" clause shall not apply to Ellis County where County is the additional insured on the policy
- d) Contractor agrees to waive subrogation against Ellis County, its officers and employees for

injuries, including death, property damage or any other loss.

- e) Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard.
- f) Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

12.7 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Ellis County premises.

12.8 Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this Agreement, or cancellation of this Agreement or both.

12.9 **Insurance Certificates:** The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 101 W. Main Street, Room 102, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

12.10 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

12.11 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and

Services.

- b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - i) Termination of this Agreement
 - ii) Demand on any bond, as applicable.
 - iii) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - iv) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and
 - v) Any combination of the above in Section 13.11.

12.12 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

12.13 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

12.14 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.

12.15 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.

12.16 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

12.17 Insurance Lapse: In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

12.18 CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT. Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

13. TERMINATION

The Parties may terminate this Agreement for the following:

13.1 Termination for Convenience: County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

13.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

13.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason

that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

13.3 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

13.4 **Notice and Right to Cure:** If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

13.5 **Termination for Lack of Funding:** If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

14. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

Care Star Behavioral Health Services, LLC
3032 E. Hebron Parkway
Carrollton, Texas 75020

Ellis County:

Ellis County Purchasing Agent
101 W. Main Street, Suite 102
Waxahachie, TX 75165

15 SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

17. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

18. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

19. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

20. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

21. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

22. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

23. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

24. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or

employees in conjunction with the performance of work and services covered under this Agreement.

25. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

26. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

27. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

28. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

29. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

30. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

31. FAIR LABOR STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

32. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

33. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

34. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 15 above.

35. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

36. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as

the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

37. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

39. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- a. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

40. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

41. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners

Court.

42. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

43. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

44. ACCEPTANCES

By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS _____ DAY OF _____, 2024.

ELLIS COUNTY

CARE STAR BEHAVIORAL HEALTH SERVICES, LLC

By: _____

**Todd Little
Ellis County Judge**

By:  _____

Title: Owner _____

Brandon Brown

ATTEST

By: _____

**Krystal Valdez
Ellis County Clerk**



Ellis County

T E X A S

RFP-2024-008 Addendum 2

Care Star Recovery & Wellness

Care Star BHS, LLC

Supplier Response

Event Information

Number: RFP-2024-008 Addendum 2
Title: Behavioral Health Assessments for the Veterans Treatment Court
Type: Request for Proposal
Issue Date: 7/8/2024
Deadline: 8/15/2024 02:00 PM (CT)

Contact Information

Contact: Doug Shelton
Address: 101 W. Main St.
Waxahachie, TX 75165
Phone: (972) 825-5113
Email: doug.shelton@co.ellis.tx.us

Care Star Recovery & Wellness Information

Contact: Brandon Brown
 Address: 3032 E Hebron Parkway
 Suite 102
 Carrollton, TX 75010
 Phone: (940) 298-0440
 Email: info@carestarbhs.com
 Web Address: https://carestarbhs.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Brandon Brown

Signature

Submitted at 8/14/2024 09:51:22 AM (CT)

info@carestarbhs.com

Email

Requested Attachments

Company and Proposal Information for Uploading

Proposal

Proposal.pdf

Certificate of Insurance

Current sample of certificate of insurance.

care star certificates of insurance.pdf

Cooperative Purchase Form

Cooperative Purchase Form (1) (1).pdf

Signed Debarment Certification Form

Debarment Certification (1) (1).pdf

Completed Conflict of Interest Questionnaire

FORM CIQ Effective 1-1-2021 (2) (1).pdf

Completed HB 89 Form

HB 89 Form (1) (1).pdf

Completed SB252 Form

SB252 Certification Form (1).pdf

Completed Certificate of Interested Parties 1295 Form

Use solicitation number for the form

2024-08-07 12-35.pdf

Contract

Signed Contract

RFB 2024-008 Contract with Special Terms and Conditions (2).pdf

Bid Attributes

| | |
|----------|--|
| 1 | Ellis County Standard Terms and Conditions Acknowledge by checkbox <input checked="" type="checkbox"/> I have read and understand these T&C s |
|----------|--|

| | |
|----------|---|
| 2 | Drug Free Work Place Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement |
|----------|---|

| | |
|----------|---|
| 3 | SB252 Certification Form Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement |
|----------|---|

| | |
|----------|---|
| 4 | Liability Insurance Requirements Acknowledge with checkbox and provide a certificate upon bid / proposal submission. <input checked="" type="checkbox"/> I have read and understand this requirement |
|----------|---|

| | |
|----------|---|
| 5 | HB 89 Form Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement |
|----------|---|

| | |
|----------|---|
| 6 | Form CIQ Acknowledge Conflict of Interest Questionnaire with checkbox and submit per instructions on downloaded CIQ document. Submit at bid / proposal submission. <input checked="" type="checkbox"/> I have read and understand this requirement |
|----------|---|

| | |
|----------|--|
| 7 | Debarment Certification Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement |
|----------|--|

| | |
|----------|---|
| 8 | Cooperative Purchase Form Is your company willing to participate in this Cooperative Purchase program with Ellis County? "yes" or "no" will suffice. <input type="text" value="Yes"/> |
|----------|---|

| | |
|----------|--|
| 9 | Certificate of Interested Parties Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement |
|----------|--|

Bid Lines

| | |
|----------|--|
| 1 | Mental Health Assessments. Cost per assessment. Estimated Total Quantity-100 Veterans. Quantity: <u> 1 </u> UOM: <u> EA </u> Per Hour: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$350.00"/> |
|----------|--|

Response Total: \$350.00

From: [Brandon Brown](#)
To: [Doug Shelton](#)
Subject: Re: Price clarification
Date: Thursday, September 5, 2024 9:32:17 PM
Attachments: [image001.jpg](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Doug, Thank you for your time last week. Care Star will accept the County's reimbursement of up to \$200 per assessment.

Brandon Brown
Chief Executive Officer
3032 E Hebron Pkwy #102 Carrollton, TX 75010
C: 470-854-8879
F: 678-782-3062
Website: <https://carestarbhs.com>



Care Star BHS - Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution of this information is prohibited and may be punishable by law. If this was sent to you in error, please notify the sender by reply e-mail and destroy all copies of the original message.

On Thu, Sep 5, 2024 at 5:04 PM Doug Shelton <doug.shelton@co.ellis.tx.us> wrote:

Hello Brandon,

Thank you again for the presentation last week by the Care Star team.

I wanted to get clarification on the pricing that Care Star submitted. The price per assessment that Care Star submitted was \$350, however, per the statement of work, the County will reimburse up to \$200. Can you clarify?

Doug Shelton, NIGP-CPP, CPPB

Ellis County Purchasing Dept.

Contract Administrator

101 [W. Main St. Suite 102](#)

[Waxahachie, TX. 75165](#)

Office - 972-825-5113

Fax – 972-825-5119

Doug.Shelton@co.ellis.tx.us

County Seal





COUNTY OF ELLIS
Purchasing Department

101 W. Main Street, Suite 102
Waxahachie, Texas 75165
972-825-5118

RFP NO. 2024-008

**REQUEST FOR PROPOSALS
FOR
BEHAVIORAL HEALTH
ASSESSMENTS FOR THE
VETERANS TREATMENT
COURT**

**PROPOSALS DUE AUGUST 8,
2024 2:00 P.M. CT**

RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS**INSTRUCTIONS TO PROPOSERS****INTRODUCTION:**

Ellis County (“County” or “the County”) is soliciting proposals for **BEHAVIORAL HEALTH ASSESSMENTS FOR THE VETERANS TREATMENT COURT**.

KEY EVENTS SCHEDULE:

| | |
|--------------------------------|--------------------------------------|
| Issue RFP | 7/8/24 12:00 PM Central Time |
| Deadline for Questions | 7/18/24 12:00 PM Central Time |
| Deadline for Submission | 8/8/24 2:00 PM Central Time |

QUESTIONS:

All questions must be submitted through IONWAVE by 12:00 PM CT JULY 18, 2024.

PROPOSAL OPENING:

Proposal Opening will be August 8, 2024 at 3:00 PM at the Ellis County Historical Courthouse located at 101 W Main Street, Waxahachie, TX. Room 204

RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS

PROPOSAL REQUIREMENTS

SUBMISSION OF PROPOSALS:

1. Proposal Submission Deadline:

******* August 8, 2024, by 2:00 PM Central Time*******

Proposals are to be submitted electronically through IonWave OR delivered. Please note that electronic submission is preferred.

If delivered or mailed: One (1) original and one (1) USB flash drive of all Proposal documents shall be submitted in sealed packages. The proposer's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

Mail or Deliver Sealed Responses to the Following Address:

Ellis County
Purchasing and Contracting Department
101 Main Street, Room 102
Waxahachie, Texas 75165

Electronic Submission: One (1) electronic copy of all Proposal documents shall be submitted via **IonWave** at <https://elliscounty.ionwave.net>. Suppliers will need to be registered with Ionwave to access the proposal documents.

2. DELIVERY OF PROPOSALS

The submitting Proposer is responsible for the means of delivering the Proposals through Ion Wave or to the address listed in this RFP on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or the Ellis County's internal mailing system will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded in Ion Wave or Ellis County Purchasing and Contracting Department is the official clock for determining whether submittals are submitted timely. Questions regarding delivery of proposals need to be addressed to the Ellis County Purchasing Department. **Late Proposals will not be accepted under any circumstances.**

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| RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS |
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3. PROPRIETARY INFORMATION

If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually

marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its

Proposal that those sections shall be deemed non-proprietary and made available upon public request.

Proposers are advised that the County, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the CSP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by Ellis County, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the County will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The County will not make a request of the Attorney General.

4. PROPOSAL EVALUATION PROCESS

The County's evaluation panel will review all responsive submittals and select the best evaluated Proposals for further review. The County's evaluation panel may elect to conduct an interview as part of the selection process. The County reserves the right to reject any or all Proposals.

The evaluation panel will evaluate the responses and will recommend one Firm to the Commissioners Court. Award may be made based on the proposals initially submitted -- without discussion, clarification or modification -- or the County may discuss with the selected Respondent offers for cost reduction and other elements of the Respondent's proposal. If the County determines that it is unable to reach a contract satisfactory to the County with the selected Respondent, then the County will terminate discussions with the selected Respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or the County has rejected all proposals. The County may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

5. BEST VALUE RFP PROPOSAL EVALUATION FACTORS

| | |
|--|------------------|
| CRITERIAN ONE: Price | 20 Points |
| CRITERIAN TWO: Quality of Diagnostic Impression and Recommendations | 40 Points |
| CRITERIAN THREE: Qualifications and Experience | 40 Points |

6. INVOICES

Invoices shall be sent directly to the Ellis County, Attention: AccountsPayable@co.ellis.tx.us. In accordance with the Prompt Payment Act, it is the intention of Ellis County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual

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| RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS |
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circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Ellis County Purchase Order Number in order to be processed.**

No payments shall be made on invoices not listing a Purchase Order Number.

Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by Ellis County. Ellis County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Ellis County reserves the right to waive any irregularities and to make an award in the best interest of Ellis County.

Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any irregularities.
2. Unbalanced value of any item.
3. Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:
 - Reason for believing collusion exists among the Respondents.
 - Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
 - The Respondent being interested in any litigation against Ellis County.
 - The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - Uncompleted work that in the judgment of Ellis County will prevent or hinder the prompt completion of additional work, if awarded.
 - Respondents shall not owe delinquent property tax in Ellis County.
 - Respondent's past performance record with Ellis County.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the Respondent. Ellis County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The Vendor may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS

Audit Clause: The Vendor (Contractor) shall agree 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 the Vendor involving those transactions related to this solicitation. Vendor (Contractor) shall agree that Ellis County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Ellis County shall provide the vendor (Contractor) with reasonable advance notice of intended audits. The Vendor shall provide records within ten (10) business days or a mutually agreed upon timeline.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. CONTRACT TERMS:

Vendor(s) will be awarded a one (1) year contract, effective from date of award or notice to proceed as determined by Ellis County Purchasing. At Ellis County’s option and approval by the Vendor, the contract may be automatically renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. **Prices must remain firm for the first year of the contract.**

2. RENEWAL OPTIONS:

Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

3. MINIMUM INSURANCE REQUIREMENTS:

A. The Contractor shall take out, pay for, and always maintain during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.

1. Workers’ Compensation – statutory (see TWCC rule 110.110)
2. Employer’s liability - \$500,000
3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b. Property damage - \$100,000 each occurrence
5. Contractual liability – same limits as above.

B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their

RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS

C. limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

D. Required Provisions:

1. Proof of insurance – all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 102, Waxahachie, TX 75165. Ellis County shall be shown as the certificate holder.
2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as additional insured.
3. All copies of the certificates of insurance shall reference the project name and Proposal number for which the insurance is being supplied.
4. The 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 same may be covered by the proceeds of insurance.
5. The contractor vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.

4. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Ellis County Data (either on-site or remotely) or access secure areas of Ellis County Facilities, then Vendor personnel may be required to 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.
1. Vendor 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.
 2. The award of a contract could be affected by Vendor’s refusal to agree to these terms.
 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for duration of the contract.

5. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Ellis County Data ensuring extra levels of security. All Ellis County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS**2. Breach Notification**

Vendor agrees that upon discovery of unauthorized access to Ellis County Data, Vendor shall notify Ellis County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Ellis County to investigate the occurrence.

3. Data

All Ellis County data will always remain in the 48 contiguous United States.

4. Right to Audit

Ellis County reserves the right to audit Vendor datacenters which house Ellis County Data or receive SSAI 16 SOC Type II audits from a reputable security advisory service firm (e.g., EY, Deloitte, KPMG, PWC, Coalfire, etc.).

I. PROJECT DESCRIPTION.**A. PURPOSE.**

1. This Request for Proposals (RFP) invites Responses from experienced firms for the provision of full-service vending machine services.

II. SCOPE OF WORK.

- A. Please review the following exhibit for proposal completion: Statement of work.

I. INTRODUCTION

The Ellis County Behavioral Health Department (ECBHD) is seeking licensed clinicians to complete behavioral health assessments for Ellis County Veteran's Treatment Court (ECVTC) with the Veterans involved with this treatment court. This assessment will factor into the determination of eligibility into the ECVTC.

Ellis County ("Ellis County or "The County") is issuing this Request for Proposal (RFP) with the intent of awarding a contract(s) for the requirements contained in this RFP. The County is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award any contracts to best serve its interests.

QUALIFICATIONS TO BID

Proposers must have adequate financial resources, insurance, and legal authority to contract for and furnish the behavioral health assessments at issue. Proposers, and any employed staff, must also have all appropriate and applicable facility, program, and individual licenses and credentials issued by the Texas Behavioral Executive Council (TxBHEC); and in addition, proposers and any employed staff must be otherwise legally qualified to perform the behavioral health assessment prior to the submission of a proposal.

Proposers must have an unrestricted license in the State of Texas as a Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC) or Licensed Marriage and Family Therapist (LMFT).

OVERVIEW

Any contract offered by this RFP will be a **FEE FOR SERVICE** contract with cost justification. Proposers will ensure that only reasonable and allowable costs will be used in the cost justification. If the proposal is accepted and unallowable or unreasonable costs are expended during the contract period, the provider may be subject to contractual and criminal sanctions.

ECBHD is requesting proposals for behavioral health assessment services for Veteran offenders in Ellis County. Prices must be firm for the entire contract period.

The proposal submitted in response to this RFP, if accepted, will become the Operations Plan and will become legally binding upon the provider as the process by which the proposed substance abuse treatment services are provided under any contract.

Proposers with multiple contracts with state or local governments or other agencies will develop accounting processes that allow for verification of rates. This may include indirect cost rates or cost pooling.

Proposers will submit monthly invoices for payment for services to the ECBHD. Agencies will be required to comply with the procedures specified by the ECBHD and accompany invoices with the date of service. The invoice will include the type and the date of service provided.

The ECBHD retains control over the Veterans' referred to agencies for the provision of behavioral health treatment. If the Veteran is determined to need an additional or different treatment service, the Veteran is to be referred back to the ECBHD for further action. The

Exhibit B

process by which this action will occur will be addressed in the Policies and Procedures of the ECBHD and ECVTC.

The applicant must agree to provide appropriate testimony, affidavits, or documents for any court proceeding and/or trial related to its treatment and other services for ECBHD and Veterans, if required, at no additional cost to the ECBHD.

ECBHD will not be responsible for payment of services rendered to a Veteran without a referral from ECBHD. The prices quoted in response to this RFP should be the full cost of assessment. Any other funds (including Veteran participant fees) available to the applicant from public or private sources, such as private insurance, TriCare, TriWest, etc. shall provide reimbursement for services rendered and will not be submitted to ECBHD for reimbursement. Services rendered to any Veteran which has other funding available must be used in place of reimbursement from ECBHD. If other funds are not available or are unable to be utilized, only then shall Proposers submit for reimbursement from ECBHD.

It is preferable that Tricare and TriWest be utilized, if possible. If the proposer is not paneled with either, it is requested that they do so.

Details will not be publicly disclosed until all ensuing negotiations have been completed and contractual agreements have been executed as allowed by law. The ECBHD reserves the right to negotiate a written contract with the proposer(s) who, in its opinion, offers the most advantages to ECBHD utilizing the best evaluation factors. Subjective (criteria other than price) as well as objective criteria may be used to evaluate and select vendors for the purpose intended.

The County reserves the right to accept the proposal(s) presenting the best offer, or to reject any or all proposals. This offer may or may not be the lowest bid.

CONTRACT PERIOD

The awarded proposer(s) will be awarded a one (1) year contract effective upon the date of the commencement of the contract. At Ellis County's option and approval of the vendor, the contract may be **automatically renewed** for two (2) one-year periods to extend services for a potential contract period of three (3) years. Prices must be firm for the entire contract. The services provided will be paid for from the appropriate fiscal year funds provided by the ECBHD. Contracts are subject to availability of funds.

II. BEHAVIORAL HEALTH ASSESSMENT MINIMUM REQUIREMENTS

The proposer shall, in accordance with the terms of this RFP and subsequent contract (if accepted as a vendor), provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the ECBHD as specified in writing as part of this RFP) and do all things necessary for, or incidental to, the provision of the services listed in this RFP.

Proposer must have at least one year of experience working with Veterans.

Proposers that are military Veterans are preferred, but not required.

Exhibit B

Proposers must have at least 3 professional references.

Proposers must have NPI and capability of billing insurance, if applicable to the Veteran.

Proposer must provide 3 letters of recommendation (do not include client references).

Proposer will not be permitted to advertise, recommend, or schedule additional behavioral health treatment with the Veteran at the time of the initial assessment.

ASSESSMENTS

Awarded proposer(s) will complete a behavioral health assessment on one hundred (100) percent of individuals referred and provide a written individual assessment identifying needs and recommended services to be completed and provided to ECBHD within ten (10) working days of appointment.

The written evaluations, conducted by a licensed professional, shall assess Veterans' overall biopsychosocial needs and cognitive functioning. Selected applicant(s) must use evidence-based evaluation and assessment tools.

Required/Preferred Assessments:

Structured Clinical Interview for the DSM-5 (SCID-5), or comparable alternative.

Beck Depression Inventory – II (BDI-II) (required)

PCL-M (Required)

Addiction Severity Index (ASI) (Required)

Columbia Suicide Severity Rating Scale – Screener, or comparable alternative.

Rotter Locus of Control (optional, or comparable alternative).

Mental Status Exam

Submitted assessments shall include clinical assessments and their interpretations, diagnostic impression, and include the following content areas:

Military History

Factors for risk of harm to self or others

Mental Health

Substance Use

Housing

Employment

Medical

Social/Relational

Strengths

Treatment recommendations

PERFORMANCE MEASURES

Assessments submitted to ECBHD must include the following:

All assessments and responses to assessment.

Diagnosis

Clinical Justification for diagnosis. This should be a written statement by the vendor synthesizing the data from the assessments, how that information was collected (in person or virtual) and include the content areas previously identified in this RFP in the ASSESSMENTS section.

Awarded proposer(s) will complete behavioral health assessment for one hundred percent (100%) of Veterans referred.

Awarded proposer(s) must schedule with Veteran within 10 working days of receipt of referral.

Awarded proposer(s) must submit completed assessment and collateral documentation to ECBHD within ten (10) working days of assessment appointment.

Awarded proposer(s) will notify ECBHD, in writing, of the inability to complete assessment, including justification for inability to schedule (identify if there is a scheduling conflict on part of applicant(s) or Veteran, etc.) within the same 10 working days upon receipt of the referral.

Awarded proposer(s) will notify ECBHD of any scheduled time off at least two weeks prior to time off, to afford the department the ability to identify alternative options for assessments or authorize additional time for assessment to the Veteran.

Awarded proposer(s) will provide a minimum of 30 days' notice of inability to execute terms of the contract.

PROPOSAL FORMAT REQUIREMENTS

Each submitted proposal must include an example of de-identified assessment, following the guidelines provided above in the ASSESSMENTS section.

If proposer(s) utilize comparable alternative evidence-based assessment tools, the applicant shall provide context and information regarding the alternative options, including comparisons between assessment tools, to ensure those tools fit the need of the ECVTC and ECBHD.

If the proposer does not utilize the evidence-based assessment tools identified in this RFP or a comparable alternative, proposer(s) must indicate willingness to participate in training to use evidence-based assessment tools at the cost of the proposer(s).

The proposer shall provide proof of insurance paneling for any private insurance providers with which they are paneled.

Proposers shall submit proposals electronically by uploading documents required at Ellis County's electronic solicitation website at <https://elliscounty.ionwave.net/Login.aspx>. If submitting electronically, do not submit paper documents. **Please note that electronic submittals are preferred.**

If choosing to submit a hard copy, submit one original paper copy of your submittal, along with a flash drive containing the proposal, to the office of the Purchasing Agent:

Ellis County Purchasing Department

101 West Main St, Room 102

Waxahachie, TX 75165

Proposals shall be received on or before 2:00 P.M. CT on August 8, 2024.

Proposals shall include all required documents. Paper submittals shall be placed in a sealed envelope, manually signed in ink by a person having authority to bind the firm in a contract and **marked clearly with the RFP number on the outside.**

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of Ellis County. No modifications to the proposal will be accepted after the due date. If modifications are necessary prior to opening for any reason the proposer may withdraw the proposal and submit a new proposal. The County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities in the best interest of the County.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of liability and the verification of all information presented herein shall rest solely with the applicant. Ellis County and its representatives will not be responsible for any errors or omissions in these specifications nor for the failure on the part of the applicant to determine the applicant's full extent of liability if a proposal is submitted. The applicant shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications the applicant shall promptly notify the County in writing of the error or omission it discovers.

Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before the bid proposal submission deadline.

III. PROPOSAL EVALUATION CRITERIA

The ECBHD will consider many evaluation factors (of which, the cost is only one) and will receive proposals from all responsible Proposers. The objective of the ECBHD is to enter into a contract with the most advantageous proposer(s) at the best price.

Exhibit B

A weighted evaluation criterion, utilizing a numeric score, will be used to review the proposals. The review process will include an opportunity for a brief oral presentation and interview by the proposer before the ECBHD evaluation committee. Oral presentations will be scheduled at the convenience of ECBHD. Proposers will be notified by the buyer of the time and location.

Proposal evaluation elements include, but are not limited to the following:

Price – 20%

Quality of Diagnostic Impression and Recommendations – 40%

Qualifications and Experience – 40%

- Applicant(s) qualifications: Experience/Licensure
- Evident of previous experience in providing behavioral health assessments in the past two (2) years.
- Experience working with Veterans for at least one (1) year.
- Applicant(s) that are Veterans are preferred, but not required.
- Include at least three (3) professional references and/or letters of recommendation.
- Completion of all aspects of this request for proposal.

Exhibit B

Statement of Work

- I. Behavioral Health assessments: vendor will complete a behavioral health assessment on one hundred (100) percent of individuals referred and provide a written individual assessment identifying needs and recommended services to be completed and provided to Ellis County Veterans Treatment Court (ECVTC) within ten (10) working days of appointment.
 - a. Behavioral Health Evaluation – Written evaluations conducted by a licensed professional to assess a Veteran's overall biopsychosocial needs and cognitive functioning.
 - i. Evidence-Based Evaluation – vendor will use evidence-based assessment tools
 1. Required Assessments:
 - a. Structured Clinical Interview for the DSM-5 (SCID-5), or comparable alternative.
 - b. Depression
 - i. Beck Depression Inventory – II (BDI-II) (required)
 - c. Trauma
 - i. PCL-M (Required)
 - d. Substance Use
 - i. Addiction Severity Index (ASI) (Required)
 - e. Risk of Harm
 - i. Columbia Suicide Severity Rating Scale – Screener
 1. If screening positive, full CSSRS required
 - ii. Rotter Locus of Control (optional, or comparable alternative).
 - f. Mental Status Exam
 - b. Evaluation submitted to ECVTC must include:
 - i. All assessments and responses to assessment.
 - ii. Diagnosis
 - iii. Clinical Justification for diagnosis. This should be a written statement by the vendor synthesizing the data from the assessments, how that information was collected (in person or virtual). Content areas to be addressed:
 1. Factors for risk of harm to self or others
 2. Mental Health
 3. Substance Use
 4. Housing
 5. Employment
 6. Medical
 7. Social/Relational
 8. Strengths
 9. Treatment recommendations

II. Billing

- a. The provider will submit claims to insurance (if applicable) prior to submitting invoice to ECVTC for reimbursement. Should the assessment be covered by insurance, insurance will be responsible for reimbursement.
- b. Will reimburse up to \$200 per assessment.

III. Qualifications

- a. Must have an unrestricted license in the State of Texas as a Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC) or Licensed Marriage and Family Therapist (LMFT)
- b. At least one year of experience working with Veterans.
- c. Military Veterans preferred, but not required.
- d. Must have at least 3 professional references.
- e. Must have NPI and capability of billing insurance, if the participant

Exhibit B



ELLIS COUNTY PURCHASING

E.J. Harbin, MPA, CPPO
Purchasing Agent
Bus. (972) 825-5114
Fax (972) 825-5119

101 W. Main St., Suite 102
Waxahachie, TX 75165

**ADDENDUM TO
Request for Proposal**

RFP-2024-008-Behavioral Health Assessments for the Veterans Treatment Court

ADDENDUM NO. 1

DATE ISSUED: July 18, 2024

RFP SUBMISSION DATE: August 8, 2024, at 2:00 PM CT

Action:

The deadline for the submission of questions has been extended to July 25, 2024, at 12pm CT. Questions regarding the solicitation are to be submitted through Ionwave by the new date and time.

All other terms and conditions remain unchanged.

Care Star BHS, LLC

COMPANY NAME: _____

DocuSigned by:

SIGNATURE: _____

Brandon Brown

EBC35BD1D8524DB...

NOTE: Company name and signature must be the same as on the bid documents.



ELLIS COUNTY PURCHASING

E.J. Harbin, MPA, CPPO
Purchasing Agent
Bus. (972) 825-5114
Fax (972) 825-5119

101 W. Main St., Suite 102
Waxahachie, TX 75165

**ADDENDUM TO
Request for Proposal**

RFP-2024-008-Behavioral Health Assessments for the Veterans Treatment Court

ADDENDUM NO. 2

DATE ISSUED: August 8, 2024

RFP SUBMISSION DATE: August 15, 2024, at 2:00 PM CT

Action:

The deadline for the submission of proposals has been extended to August 15, 2024, at 2pm CT. Proposals are to be submitted through lonwave or delivered by the new date and time.

Proposals will be opened on August 15, 2024, at 3pm CT and the names of firms that have submitted will be read in Room 204 of the historical Courthouse.

All other terms and conditions remain unchanged.

.....
Care Star BHS, LLC

COMPANY NAME: _____

SIGNATURE: _____

DocuSigned by:

Brandon Brown

EBC35BD1D8524DB...

NOTE: Company name and signature must be the same as on the bid documents.

COMMISSIONERS COURT AGENDA REQUEST

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: September 10, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: EJ Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Room 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

Discussion, consideration and approval for the award of Bid Number RFB-2024-010- Pavement Rehabilitation and Resurfacing Services to Advance Paving Acquisition Ltd. dba Advancing Paving Company and Texas Materials Group.

***SUBMITTING VENDOR MUST HAVE PROVEN EXPERIENCE OF AT
LEAST 100,000 SQUARE YARDS. ANNUALLY***

| Description | Price | Warranty |
|--|-------------|-----------|
| Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay | \$ 29.28/SY | 12 Months |
| 2" Overlay - Only | \$ 19.40/SY | 12 Months |
| Cement Stabilization – 24 lbs. per square yard - Only | \$ 9.88/SY | 12 Months |

Minimum quantity 1/2 mile or 500 tons annually

Pricing to include equipment, labor and materials for all precinct locations

All traffic control to be included

Additional/Contingent Costs per Spec Note 8*

| Description | Price | Minimum Quantity | Warranty |
|--|--------------------|------------------|-------------|
| Lime instead of Cement 24 lbs. per square yard | \$13.21/SY | 1/2 mile | 12 Months |
| Backfill with Onsite Material | \$2/LF | 1/2 mile | N/A |
| Backfill with Offsite Material | \$7/LF | 1/2 mile | N/A |
| Grade Roadway Ditch | \$7/LF | 1/2 mile | N/A |
| Haul off Excess Material | \$2.10/SY per Inch | 1/2 mile | N/A |
| Additional Base Material | \$5.15/SY per Inch | 1/2 mile | N/A |
| One Course Seal Coat | \$6/SY per course | 1/2 mile | No Warranty |
| 4" Sidewalk | \$15.50/SF | 500 sf | 12 Months |
| Curb and Gutter | \$150/LF | 50 lf | 12 Months |
| ASPPM or CPR Patching Material FOB Plant | \$140/TON | N/A | N/A |
| 2" Overlay Balanced Mix Design | \$19.40/SY | 1/2 mile | 18 Months |

Notes: Minimum quantities are per location/street. If minimum quantity is not met per item Texas Materials Group, Inc reserves right to charge a \$3,000 mobilization fee. Warranty is limited to the depth and scope of our work. Anything damaged by others will not be covered under warranty.
2 Inch Overlay Price can be prorated for additional depth. For example 3" HMA Price would be \$29.10/SY

| Line # | Description | EST. ANNUAL | | UOM | Advanced Paving | | Texas Materials Group | |
|--------|---|-------------|--|--------------|-----------------|----------------|-----------------------|----------------|
| | | QTY | | | Total Price | Extended | Total Price | Extended |
| 1 | Pulverize and Stabilize 24 lbs per square yard and 2" Overlay | 100,000.00 | | SY | \$25.73 | \$2,573,000.00 | \$29.28 | \$2,928,000.00 |
| 2 | 2" Overlay Only | 100,000.00 | | SY | 16.76 | \$1,676,000.00 | \$19.40 | \$1,940,000.00 |
| 3 | Cement Stabilization-24 lbs per square yard-Only | 100,000.00 | | SY | 8.97 | \$897,000.00 | \$9.88 | \$988,000.00 |
| | | | | Annual Total | | \$5,146,000.00 | | \$5,856,000.00 |

***SUBMITTING VENDOR MUST HAVE PROVEN EXPERIENCE OF AT
LEAST 100,000 SQUARE YARDS. ANNUALLY***

Based Off 100,000 SY

| Description | Price |
|---|-----------------|
| Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay | \$ 2,573,000.00 |
| 2" Overlay - Only | \$ 1,676,000.00 |
| Cement Stabilization - 24 lbs. per square yard - Only | \$ 897,000.00 |

\$ 25.73/SY

\$ 16.76/SY

\$ 8.97/SY

Minimum quantity 1/2 mile or 500 tons annually

Pricing to include equipment, labor and materials for all precinct locations

All traffic control to be included

Trent Dagen

Advanced Paving

2311 Joe Field Rd.

Dallas, TX 75229

tdagen@advancedpavingco.com

972-245-0000 off.

469-258-3899 rbl.

8/12/2024

THE STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

**PAVEMENT REHABILITATION AND RESURFACING SERVICES
BETWEEN ELLIS COUNTY, TX and ADVANCED PAVING ACQUISITION LTD dba
ADVANCED PAVING COMPANY - RFB NO. 2024-010**

This Agreement ("Agreement") is made and entered into by and between Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and ADVANCED PAVING ACQUISITION LTD dba ADVANCED PAVING COMPANY ("Contractor") with a place of business at 2311 Joe Field Road, Dallas, TX 75229. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFB No. 2024-010-Pavement Rehabilitation and Resurfacing Services ("RFB").

WHERE, Contractor responded to RFB; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFB; and

WHERE, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHERE, County desires to retain a qualified and experienced Contractor to provide Pavement Rehabilitation and Resurfacing Services, and

WHERE, County has selected Contractor as the firm for County RFB No. 2024- 010.

THEREFORE, in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Exhibit A: Price Schedule.

Exhibit B: County's RFB No. 2024-010.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A; (3) Exhibit B.

3. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties.

If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide Pavement Rehabilitation and Resurfacing Services

5. SCOPE OF SERVICES AND WORK

5.1. To provide Pavement Rehabilitation and Resurfacing Services in accordance with the Specifications and requested by the County Precincts listed below.

5.2. Locations

a. Road & Bridge Pct. 1, 600 N. Dallas St., Palmer, TX 75152-053

b. Road & Bridge Pct. 2, 1400 Oak Grove Rd., Ennis, TX 75119

c. Road & Bridge Pct. 3, 933 College St., Italy, TX 76651-0396

d. Road & Bridge Pct. 3 Substation, 219 Martin Luther King, Jr St. Maypearl, TX
76065

e. Road & Bridge Pct. 4, 1011 Eastgate, Midlothian, TX 76065

6. PAYMENTS AND PRICING

6.1 Contractor will remit all invoices to Accounts Payable at the following email address:

AccountsPayable@co.ellis.tx.us

6.2 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.3 **Right to Audit:** The Contractor shall agree that 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 the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Assures that neither it nor its employees, volunteers, agents or officers shall receive personal

benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.

7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

7.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

7.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations

hereunder.

7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

8.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

8.2 **Warranty of Contractor's Capability:** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

8.3 **Professional Quality:** Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 **Collusion:** Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 **Reporting:** Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

9.2 **Access to Records:** Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 **Ownership:** The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 **Adequacy of Records:** If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 **Availability and Retention of Records:** All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work or services are performed.

10. TESTING

If necessary, Ellis County, Texas reserves the right to request samples for testing. Any failure of a sample test may be considered sufficient reason to terminate this agreement.

11. CONFIDENTIALITY AND OPEN RECORDS ACT

11.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless

authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

11.2 Public Information Act: The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

11.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

11.4 Confidential or Proprietary Marking: Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12. INDEMNIFICATION

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES "), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

12.2. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor

in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

12.4. No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

12.5. Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13. INSURANCE

13.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

13.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
 - 1. Workers' Compensation – statutory (see TWCC rule 110.110)
 - 2. Employer's liability - \$500,000
 - 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 - 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate

to two years from the termination of this Agreement, or cancellation of this Agreement or both.

13.5 **Insurance Certificates:** The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 101 W. Main Street, Room 102, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

13.6 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

13.7 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services.
- b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - i) Termination of this Agreement
 - ii) Demand on any bond, as applicable.
 - iii) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - iv) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and

v) Any combination of the above in Section 13.11.

13.8 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

13.9 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

13.10 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.

13.11 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.

13.12 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13.13 **Insurance Lapse:** In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

13.14 CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT.

Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

14. TERMINATION

The Parties may terminate this Agreement for the following:

14.1 Termination for Convenience: County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

14.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

14.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

14.4 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

14.5 Notice and Right to Cure: If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor

with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

14.6 Termination for Lack of Funding: If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

Advanced Paving Acquisition Ltd dba Advanced Paving Company
2311 Joe Field Road
Dallas, TX 75229

Ellis County:

Ellis County Purchasing Agent
101 W. Main Street, Suite 102
Waxahachie, TX 75165

16. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties

expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

18. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

19. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

20. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

21. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

22. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

23. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

24. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

25. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

26. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

27. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of

Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

28. THIRDPARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

29. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

30. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

31. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

32. FAIR LABOR STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS,

AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

33. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

34. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

35. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or

may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 15 above.

36. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

37. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

39. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- a. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

41. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

42. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners Court.

43. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

44. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

45. ACCEPTANCES

By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS _____ DAY OF _____, 2024.

ELLIS COUNTY

**ADVANCED PAVING ACQUISITION LTD dba
ADVANCED PAVING COMPANY**

By: _____
Todd Little
Ellis County Judge

By: Sam L. Garrett
Title: Sam L. Garrett, Owner/President

ATTEST

By: _____
Krystal Valdez
Ellis County Clerk

Exhibit A

SUBMITTING VENDOR MUST HAVE PROVEN EXPERIENCE OF AT LEAST 100,000 SQUARE YARDS. ANNUALLY

Based Off 100,000 sy

| Description | Price |
|--|-----------------|
| Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay | \$ 2,573,000.00 |
| 2" Overlay - Only | \$ 1,676,000.00 |
| Cement Stabilization - 24 lbs. per square yard - Only | \$ 897,000.00 |

\$ 25.73/sy

\$ 16.76/sy

\$ 8.97/sy

Minimum quantity 1/2 mile or 500 tons annually

Pricing to include equipment, labor and materials for all precinct locations

All traffic control to be included

Trent Dagen

Advanced Paving

2311 Joe Field Rd.

Dallas, TX 75229

tdagen@advancedpavingco.com

972-245-0000 off.

469-258-3899 mbl.

8/21/2024

Exhibit B

Specifications

RFB-2024-010 Pavement Rehabilitation and Resurfacing Services

Scarifying and Processing Requirements: Roadways identified for rehabilitation shall be scarified and pulverized to the full depth of the existing base material or eight (8) inches, whichever is less.

The existing asphalt pavement shall be scarified and pulverized until a minimum of fifty-five (55) percent of the asphalt pavement passes the No. 4 sieve. The largest pieces in the pulverized mixture shall not exceed two (2) inches in size.

After the existing asphalt surface has been scarified and pulverized, the existing base material shall be scarified to the full depth of the existing base material or eight (8) inches, whichever is lesser.

The resulting mixture of asphalt and base materials shall be pulverized and thoroughly mixed so that at the completion of moist-mixing 100 percent by dry weight passes a one (1) inch sieve and a minimum of 80 percent passes a No. 4 sieve, exclusive of gravel or stone retained on these sieves. Old bituminous wearing surfaces shall be pulverized so that 100 percent pass a two (2) inch sieve.

Compaction and Finishing: The mixed material shall be compacted to at least 95 percent of Modified Proctor, ASTM D 1557 at or above optimum moisture content. At the start of compaction, the percentage of moisture in the mixture shall not be below or more than two (2) percentage points above the optimum moisture content. In no case shall the addition of water be such that the mixture becomes unstable during compaction and finishing. If the uncompacted pavement/base (stabilized) mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the Contractor.

Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. The loose mixture shall then be uniformly compacted to the specified density within two (2) hours. After the mixture is compacted, water shall be uniformly applied as needed and thoroughly mixed in with a spike tooth harrow or equal. The surface shall then be reshaped to the required lines, grades, and cross-section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment.

The resulting surface shall be rolled with a pneumatic roller and “tight-bladed” by a motor grader to a depth of approximately ¼ inch, moving all loosened mixture from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding moisture as needed. Surface finishing methods may vary from the above-described procedure, provided a dense uniform surface, free of loose material, is maintained at its specified optimum moisture during all finishing operations. Surface compaction and finishing operations shall proceed in such a manner as to produce, in not more than two (2) hours, a smooth, closely knit surface – free of cracks, ridges, or loose material, and conforming to the required pavement cross-section. A rough or “washboard” finished surface shall not be accepted.

The finished surface shall be at the width as designated by the County. For stabilized roadways, the stabilized material shall extend at least one (1) foot beyond the required pavement edge to aid

in reducing pavement movements and cracking along the edge line due to seasonal moisture variations after construction.

Stabilization Process: If stabilization utilizing a Portland cement slurry is determined to be necessary by the County, the material shall be spread uniformly on the asphalt and base mixture at a minimum rate 28 pounds per square yard. This cement slurry shall be applied only to such an area that all operations can be continuous and completed in daylight and within six (6) hours of such application. The percentage of moisture in the base at the time of stabilization application shall not be in excess of that which will permit uniform and intimate mixture of pavement/base and stabilization material during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the pavement/base mixture.

After the material has been applied, it shall be dry mixed with the pavement/base mixture. Mixing shall continue until the material has been sufficiently blended with the pavement/base mixture to prevent the formation of any clumps or “balls” when water is applied. Any mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes. Immediately after the dry mixing is complete, water as necessary shall be uniformly applied and incorporated into the mixture. The pressurized equipment and the supply provided shall be adequate to ensure continuous application of the required amount of water to sections being processed within three (3) hours of the time of application of the Portland cement slurry. Proper care shall be exercised to always ensure proper moisture distribution. After the last increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

After a thorough and uniform mix has been obtained, refer to ***Compaction and Finishing*** section above.

Asphalt Emulsion Curing Membrane: After the roadway has been finished as specified above, it shall immediately be protected against rapid drying or curing by the application of 0.20 gallons per square yard (SY) of SS-1 type asphalt, which shall comply in all respects to Item 302.3.4 of the North Central Texas Council of Government (NCTCOG) Standards. Immediately prior to the application of the asphalt emulsion, the roadway section shall be wetted using pressure water distributors so that all voids in the roadway surface are filled with water but without free water standing on the surface. The asphalt emulsion cure shall be applied while this moisture condition exists so that undue asphalt penetration of the roadway surface shall be prevented while aiding in complete coverage by the application.

After a short curing stage (one to three days) and in order to help reduce the risk of shrinkage cracks forming in the cement-treated base materials, microcracking shall be performed through the application of several vibratory roller passes.

Should it be necessary for construction equipment or local traffic to pass over the section before the asphalt emulsion has dried enough to prevent pick-up, it shall be the responsibility of the Contractor to dust or sand the surface. The Contractor shall maintain the curing cover for a seven (7) day period after the initial application to insure a complete cure of the roadway.

If approved by the County, the use of other asphaltic emulsions may be used in lieu of the SS-1; however, a complete asphalt membrane cover must be obtained.

Exhibit B

Pavement Milling Machine and Process: The cold-milling machine shall be self-propelled, specifically designed to fully or partially remove existing asphaltic pavement to the desired depth, profile, cross slope and surface texture. The machine shall be equipped with a conveyor capable of removing the millings from the pavement and loading them directly into a truck. In addition, the machine shall be equipped with a means to effectively and efficiently control the dust generated by the milling operation.

The machine shall make sufficient passes so that the designated area is milled to the grades and cross sections indicated by the County. The milling shall proceed with care and in depth increments that will not damage the pavement below the specified depth. The Contractor will repair or replace, as directed by the County, items damaged during milling operations at the Contractor's expense.

The milled pavement surface shall be properly cleaned by sweeping after the milling operations.

Hot Mix Asphaltic Concrete (HMAC) Pavement Material and Placement: The materials used in executing the work shall comply with the requirements of Item 302.3, "Bituminous Materials," and Item 302.9, "Hot-Mix Asphaltic Pavement," of the NCTCOG Standards. The hot mix asphaltic concrete pavement furnished shall contain Performance Graded asphalt binder, PG 70-22, and shall be the Type specified in the Bid Proposal.

The equipment and methods used in executing the work shall comply with the requirements of Items 302.9.4 and 302.9.6 of the NCTCOG Standards, respectively.

All cuts into existing asphalt or concrete shall be neat, straight and true and comply with the requirements of Item 402.3, "Sawing," of the NCTCOG Standards.

The tack coat shall comply in all respects to Item 302.9.2.2.3 of the NCTCOG Standards. The application of a tack coat shall apply to each layer of HMAC before the next layer is applied and to any exposed concrete edges that shall abut any HMAC.

For overlays of existing streets, the street surface shall be cleaned of grass and weeds and shall be swept prior to placing the tack coat.

Testing: The County shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the County. The failure of the County to make any tests shall in no way relieve the Contractor of their responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the County may require for collecting and forwarding samples and shall not, without specific written permission of the County, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the County.

The contractor shall give the County designated inspector timely notice of readiness of the work for all required inspections, tests or approvals. The site must be ready for testing upon the Contractor's

Exhibit B

notification to the County representative. Should the site not be properly prepared for testing upon the arrival of the testing agent, any costs which are incurred will be borne solely by the Contractor.

Drainage: Contractor shall always maintain adequate drainage during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to adjacent properties shall not be permitted.

Storm Water Management: For projects in which the roadway is to be rehabilitated (i.e., scarified and pulverized) in which one (1) or more acres is disturbed, a Storm Water Pollution Prevention Plan (SWP3) is required by the Texas Commission on Environmental Quality (TCEQ) and shall be prepared by the Contractor. The plan shall show proposed measures to control pollutants in storm water discharges during and after construction activities. A section of the SWP3 shall contain a pollution/erosion control plan, signed and sealed by a Professional Engineer licensed in the State of Texas.

The SWP3 shall be kept at the job site for assessment by TCEQ inspectors at all times. The Contractor shall keep the SWP3 up-to-date and clearly indicate any and all changes made to the plan throughout construction activities. The SWP3 shall be submitted to the County for review and approval prior to the start of construction.

The SWP3 shall be implemented and maintained throughout the entire length of work. Should any pollution prevention measures fail, it shall be the responsibility of the Contractor to repair the failure immediately.

Traffic Control: All traffic control measures shall be in accordance with the most recent version of the Texas MUTCD. It shall be the Contractor's responsibility to ensure that proper safety practices and procedures are in place at all times during the work, including but not limited to the use of proper signage, barricades, cones, and flaggers. In addition, all vehicular equipment utilized in the work shall be equipped with proper flashers/lights/strobes that must be in operation during the work.

Due to the nature of this work, at no time can access along any roadways be restricted to adjacent residences or thru traffic. It shall be the contractor's responsibility to determine the means and methods of construction to address and adequately satisfy this requirement.

Construction Water: Construction water necessary to complete the work shall be provided by the Contractor. It shall be the Contractor's responsibility to complete a fire hydrant meter rental application and pay the required refundable deposit to the County prior to taking any water.

Protection of the Public: The Contractor shall at all times conduct the work in such a manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work shall be the direct responsibility of the Contractor and shall be performed at their entire expense.

Materials placed on site or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

Exhibit B

The County reserves the right to remedy any neglect on the part of the Contractor as regards public convenience and safety which may come to its attention. The cost of such work done, or material furnished by the County shall be deducted from monies due or to become due to the Contractor.

Protection of Existing Facilities: It shall be the Contractor's responsibility to repair to the satisfaction of the County any damage done to manholes, cleanouts, and valves, other public appurtenances located in the roadway or any structures or facilities adjacent to the roadway which are damaged by the Contractor during the construction process. No payment shall be made for these repairs.

Cleanup: It is the intent of these requirements that an adequate cleanup job be performed by the Contractor throughout the construction process. Before work is accepted by the County, all rocks, stones, asphalt, base material, and other construction debris shall be removed and properly disposed of by the Contractor.

Final Inspection: The County will make a final inspection of all work as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable at the time of such inspection, the Contractor will be informed by the County as to the particular defects to be remedied before final acceptance is made.

Services Warranty: Contractor warrants that:

- (a) Services will be performed in a timely, efficient, and professional manner; and,
- (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and
- (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty").

Bidders shall note the length of their warranty time period on the work performed (beginning on acceptance by the County) on their bid sheet.

Measurement and Payment: Measurement and payment shall be as provided in the bid form.

Bidder Name: _____



**ELLIS COUNTY HISTORIC COURTHOUSE
PURCHASING DEPARTMENT
101 W. MAIN STREET, SUITE 102
WAXAHACHIE, TEXAS, 75165
TEL: 972.825.5118**

ELLIS COUNTY

REQUEST FOR BID COVER SHEET

RFB-2024-010

PAVEMENT REHABILITATION AND RESURFACING SERVICES

The Request for Bid (RFB) and accompanying documents are for your convenience in submitting a bid for the referenced products and/or services for ELLIS COUNTY.

KEY EVENTS SCHEDULE:

| | |
|--------------------------------|--------------------------------------|
| Issue RFB | 7/15/24 12:00 PM Central Time |
| Deadline for Questions | 7/24/24 12:00 PM Central Time |
| Deadline for Submission | 8/15/24 2:00 PM Central Time |

QUESTIONS: All questions must be submitted thru IONWAVE by 12:00 PM July 24, 2024.

Electronic bids (**PREFERRED**) or sealed hard copy bids shall be received no later than

***** August 15, 2024 2:00 pm CT*****

For further information contact: Doug Shelton, Contract Administrator, Ellis County Purchasing

Doug.shelton@co.ellis.tx.us

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received in the Purchasing Office or on the Ionwave Portal by 2:00 P.M. CT,** and then publicly opened and read aloud at 3:00 P.M. in Purchasing Conference Room 204.

If submitting a hard copy bid, the bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, Ellis County and have the bid number, closing date, and company name clearly marked on the outside envelope. **Please note that electronic bids are preferred.**

1. BID INSTRUCTIONS

- 1.1 Bids should be submitted through the online Ionwave Portal at: <https://elliscounty.ionwave.net>. JavaScript must be enabled. Browser cookies must be enabled. Respondents should contact Ionwave at Support.ionwave@eunasolutions.com for technical questions related to submissions. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Ionwave Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- 1.2 If submitting a sealed hard copy bid, you must contact the Ellis County Purchasing Office for instructions.
- 1.3 Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Ellis County including the County Judge and Commissioners concerning this Bid. Failure to comply with this guideline will result in immediate disqualification from the bid process.
- 1.4 Late bids will not be accepted. **Contract page must be signed, failure to do so could result in disqualification.**
- 1.5 Vendor will have the ability to modify their submissions up to the Submission Deadline in Ionwave.
- 1.6 Ellis County will use the Ionwave website (<https://elliscounty.Ionwave.net>) for the following activities: (a) to post the RFB, (b) to receive any questions or inquiries, (c) to issue any associated addenda, and (d) to post award notice.
- 1.7 This RFB may be amended only by addendum in accordance with this section. If Ellis County, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all respondents by addendum posted on Ellis County's purchasing portal at <https://elliscounty.Ionwave.net>. Each addendum forms an integral part of this RFB and may contain important information, including significant changes to this RFB. Respondents are responsible for obtaining all addenda issued by Ellis County.
- 1.8 Ellis County uses the Ionwave portal for accepting and evaluating bids digitally. Please contact Ionwave via email at support.ionwave@eunasolutions.com for technical questions related to your submission.
- 1.9 The term bid or bids shall be used interchangeably.

DOCUMENTS NEEDING TO BE COMPLETED AND RETURNED:

1. Bid Cover Sheet
2. Standard Bid forms in Ionwave
3. Insurance Certificate
4. Bid Pricing Sheet
5. Signed Contract

Exhibit B

Insurance Requirements

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
 2. Employer's liability - \$500,000
 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b. Property damage - \$100,000 each occurrence
 5. Contractual liability - same limits as above
 6. All Risk Cargo Insurance - \$2,000,000 aggregate
 7. Crime Coverage - \$ 1,000,000 per occurrence
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165
 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
 3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 4. The respondent 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 same may be covered by the proceeds of insurance.
 5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
 6. Each insurance policy to be furnished by successful offeror shall include, by

endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Exhibit B

Submission Requirements

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

Individual: _____
Partnership: _____
Corporation: _____
Women or Minority Owned: _____
Non-Profit: _____

2. Name of Owner: _____

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

Yes: _____
No: _____

Insurance Broker Name: _____

Phone: _____ Fax: _____

4. Are there claims pending against this insurance policy?

Yes: _____
No: _____
If yes, describe: _____

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

Yes: _____
No: _____
If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

Yes: _____
No: _____

7. Has respondent been disqualified by any public agency from participation in public contracts?

Yes: _____
No: _____

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes: _____
No: _____

Exhibit B

9. Is the Respondent licensed for doing business in Texas?

Yes: _____

No: _____

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes: _____

No: _____

The undersigned respondent has carefully examined the Request for Bid and the Certification included herein the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

| | | | |
|---------------------------|--|-----------------------------|--|
| Respondent Name | | Authorized Signature | |
| Respondent Address | | Printed Name | |
| County, State, Zip | | Title | |
| Phone | | Date | |
| Fax | | <u>Email</u> | |

Exhibit B

Respondent Information Form

Firm/Respondent:

By: _____ Authorized Agent
_____ Title

Address: Street address and/or P.O. Box

Address: _____
_____ City/State _____ Zip code

Phone: _____ Fax: _____ Email: _____

Project Contact:

Phone: _____ Fax: _____ Email: _____

REFERENCES

List agencies where these services have been provided within the past two (2) years:

1. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

2. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

3. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

Exhibit B

Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

1. Personal Conflicts of Interest

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes” please describe the nature of the relationship.

c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes_____ No_____

If your answer is “yes” please explain in full.

2. Respondent or Business Conflicts of Interest

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes_____ No_____

If your answer is “yes”, please describe the nature of the relationship.

b. Are any of your business partner’s or associates’ families or extended families related to an elected or appointed Ellis County Official?

Yes_____ No_____

Exhibit B

If your answer is “yes”, please describe the nature of the relationship.

- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes _____ No _____

If your answer is “yes” please explain in full.

- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes”, please describe the nature of the relationship.

- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes _____ No _____

3. I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.

Name of Respondent

Name and Title of Officer (Print)

Name and Title of Officer (Signature)

Exhibit B

Bid Signature Form

The undersigned agrees this bid becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be ninety (90) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this bid have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this bid packet including the specifications and all terms and conditions including any attachments contained in this bid package.

- a. **The information provided in this bid, in response to Ellis County, Texas' Request for Bid (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.**

Name and address of respondent:

Name: _____

Address: _____

b. Authorized Representative:

Signature: _____

Printed name: _____

Title: _____

Exhibit B

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in the bid document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent.
 - B. name and address of the receiving department.
 - C. Ellis County, Texas purchase order number.
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate bids will not be considered unless authorized by the bid itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a bid.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the bid are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the bid sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Exhibit B

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Bid)
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's bid.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

Exhibit B

13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

Exhibit B

22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bids tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFB/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for bids may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or bid and prior to commencement of the actual work, the bidder or bid offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

Exhibit B

- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the bid until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all bids, to award contracts to primary and secondary respondents, to reject materials/bids not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Bids may be rejected, among other reasons, for any of the following specific reasons:
- A. Bids received after the time limit set for receiving bids.
 - B. Bids containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified, and their bids not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one bid for the work contemplated.
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

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36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each bid. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the bid/quote/bid price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/ bid price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or bid in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of bid/bid submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply. (Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

42. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.

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43. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
44. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
45. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
46. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
47. Debarment/Suspension: PERFORMING PARTY 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. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
48. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
49. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Acknowledgement Initials

Date

Exhibit B

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent;
 - B. name and address of receiving department;
 - C. Ellis County, Texas purchase order number;
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Exhibit B

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Proposal)
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

Exhibit B

13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

Exhibit B

22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

Exhibit B

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

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- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
 - B. Proposals containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

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36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
42. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

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43. Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply.

(Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

44. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.
45. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
46. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
47. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
48. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
49. Debarment/Suspension: PERFORMING PARTY 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

Exhibit B

programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.

50. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
51. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Exhibit B

Special Terms and Conditions

That in accordance with request for proposal package **No. RFB-2024-010** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

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

Prior Agreements Superseded

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

Israel

In accordance with § 2270.002 of the Texas Government Code, “Vendor Name” does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

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

Appropriations Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice

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of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

Prompt Payment Act

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

Contract Terms

The agreement awarded from this bid shall be an annual agreement contract. The initial term of this agreement shall be one (1) year from date of approval. **This agreement may be automatically renewed at Ellis County's option for up to four (4) successive one-year terms.** Renewal options will be the same terms and conditions of the original agreement unless a price redetermination has been accepted by the County, as further explained in Price Redetermination.

Cooperative Purchasing

Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

Price Redetermination

If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the

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time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

THE STATE OF TEXAS
COUNTY OF ELLIS

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PAVEMENT REHABILITATION AND RESURFACING SERVICES

BETWEEN ELLIS COUNTY, TX and TEXAS MATERIALS GROUP, INC. - RFB NO. 2024-010

This Agreement ("Agreement") is made and entered into by and between Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and TEXAS MATERIALS GROUP, INC. ("Contractor") with a place of business at 420 Decker Drive, Suite 200, Irving, TX 75062. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFB No. 2024-010-Pavement Rehabilitation and Resurfacing Services ("RFB").

WHERE, Contractor responded to RFB; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFB; and

WHERE, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHERE, County desires to retain a qualified and experienced Contractor to provide Pavement Rehabilitation and Resurfacing Services, and

WHERE, County has selected Contractor as the firm for County RFB No. 2024- 010.

THEREFORE, in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Exhibit A: Price Schedule.

Exhibit B: County's RFB No. 2024-010.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A; (3) Exhibit B.

3. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties.

If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide Pavement Rehabilitation and Resurfacing Services

5. SCOPE OF SERVICES AND WORK

5.1. To provide Pavement Rehabilitation and Resurfacing Services in accordance with the Specifications and requested by the County Precincts listed below.

5.2. Precinct Locations

- a. Road & Bridge Pct. 1, 600 N. Dallas St., Palmer, TX 75152-053
- b. Road & Bridge Pct. 2, 1400 Oak Grove Rd., Ennis, TX 75119
- c. Road & Bridge Pct. 3, 933 College St., Italy, TX 76651-0396

d. Road & Bridge Pct. 3 Substation, 219 Martin Luther King, Jr St. Maypearl, TX
76065

e. Road & Bridge Pct. 4, 1011 Eastgate, Midlothian, TX 76065

6. PAYMENTS AND PRICING

6.1 Contractor will remit all invoices to Accounts Payable at the following email address:

AccountsPayable@co.ellis.tx.us

6.2 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.3 **Right to Audit:** The Contractor shall agree that 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 the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.

7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

7.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

7.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

8.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

8.2 **Warranty of Contractor's Capability:** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

8.3 **Professional Quality:** Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 **Collusion:** Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 **Reporting:** Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work

or services, or both.

9.2 Access to Records: Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 Ownership: The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 Adequacy of Records: If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 Availability and Retention of Records: All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work or services are performed.

10. TESTING

If necessary, Ellis County, Texas reserves the right to request samples for testing. Any failure of a sample test may be considered sufficient reason to terminate this agreement.

11. CONFIDENTIALITY AND OPEN RECORDS ACT

11.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

11.2 Public Information Act: The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the

Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

11.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

11.4 **Confidential or Proprietary Marking:** Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12. INDEMNIFICATION

12.1. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF**

CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

12.2. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

12.4. No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

12.5. Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13. INSURANCE

13.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

13.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
 - 1. Workers' Compensation – statutory (see TWCC rule 110.110)
 - 2. Employer's liability - \$500,000
 - 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 - 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b. Property damage - \$100,000 each occurrence
 - 5. Contractual liability - same limits as above
 - 6. All Risk Cargo Insurance - \$2,000,000 aggregate
 - 7. Crime Coverage - \$ 1,000,000 per occurrence

B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.

C. Required Provisions:

1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 102, Waxahachie, TX 75165
2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
4. The respondent 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 same may be covered by the proceeds of insurance.
5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.

Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage

13.3 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Ellis County premises.

13.4 Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this Agreement, or cancellation of this Agreement or both.

13.5 **Insurance Certificates:** The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium

thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 101 W. Main Street, Room 102, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

13.6 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

13.7 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services.
- b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - i) Termination of this Agreement
 - ii) Demand on any bond, as applicable.
 - iii) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - iv) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and
 - v) Any combination of the above in Section 13.11.

13.8 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

13.9 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

13.10 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.

13.11 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.

13.12 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13.13 **Insurance Lapse:** In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

13.14 CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT. Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding

and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

14. TERMINATION

The Parties may terminate this Agreement for the following:

14.1 Termination for Convenience: County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

14.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after

date of such appointment.

14.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

14.4 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

14.5 Notice and Right to Cure: If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

14.6 Termination for Lack of Funding: If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062

Ellis County:

Ellis County Purchasing Agent
101 W. Main Street, Suite 102
Waxahachie, TX 75165

16. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

18. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

19. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

20. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

21. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

22. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

23. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

24. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

25. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

26. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

27. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

28. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

29. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

30. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

31. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

32. FAIR LABOR STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

33. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

34. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

35. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 15 above.

36. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

37. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

39. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- a. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

41. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

42. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners Court.

43. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

44. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

45. ACCEPTANCES

By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS _____ DAY OF _____, 2024.

ELLIS COUNTY

TEXAS MATERIALS GROUP, INC.

By: _____
Todd Little
Ellis County Judge

By:  _____
Title: James A Connor, Estimating Manager

ATTEST

By: _____
Krystal Valdez
Ellis County Clerk

Exhibit A

SUBMITTING VENDOR MUST HAVE PROVEN EXPERIENCE OF AT LEAST 100,000 SQUARE YARDS, ANNUALLY

| Description | Price | Warranty |
|--|-------------|-----------|
| Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay | \$ 29.28/SY | 12 Months |
| 2" Overlay - Only | \$ 19.40/SY | 12 Months |
| Cement Stabilization – 24 lbs. per square yard - Only | \$ 9.88/SY | 12 Months |

Minimum quantity 1/2 mile or 500 tons annually

Pricing to include equipment, labor and materials for all precinct locations

All traffic control to be included

Additional/Contingent Costs per Spec Note 8*

| Description | Price | Minimum Quantity | Warranty |
|--|--------------------|------------------|-------------|
| Lime instead of Cement 24 lbs. per square yard | \$13.21/SY | 1/2 mile | 12 Months |
| Backfill with Onsite Material | \$2/LF | 1/2 mile | N/A |
| Backfill with Offsite Material | \$7/LF | 1/2 mile | N/A |
| Grade Roadway Ditch | \$7/LF | 1/2 mile | N/A |
| Haul off Excess Material | \$2.10/SY per Inch | 1/2 mile | N/A |
| Additional Base Material | \$5.15/SY per Inch | 1/2 mile | N/A |
| One Course Seal Coat | \$6/SY per course | 1/2 mile | No Warranty |
| 4" Sidewalk | \$15.50/SF | 500 sf | 12 Months |
| Curb and Gutter | \$150/LF | 50 lf | 12 Months |
| ASPPM or CPR Patching Material FOB Plant | \$140/TON | N/A | N/A |
| 2" Overlay Balanced Mix Design | \$19.40/SY | 1/2 mile | 18 Months |

Notes: Minimum quantities are per location/street. If minimum quantity is not met per item Texas Materials Group, Inc reserves right to charge a \$3,000 mobilization fee. Warranty is limited to the depth and scope of our work. Anything damaged by others will not be covered under warranty. 2 Inch Overlay Price can be prorated for additional depth. For example 3" HMA Price would be \$29.10/SY

Exhibit B

Specifications

RFB-2024-010 Pavement Rehabilitation and Resurfacing Services

Scarifying and Processing Requirements: Roadways identified for rehabilitation shall be scarified and pulverized to the full depth of the existing base material or eight (8) inches, whichever is less.

The existing asphalt pavement shall be scarified and pulverized until a minimum of fifty-five (55) percent of the asphalt pavement passes the No. 4 sieve. The largest pieces in the pulverized mixture shall not exceed two (2) inches in size.

After the existing asphalt surface has been scarified and pulverized, the existing base material shall be scarified to the full depth of the existing base material or eight (8) inches, whichever is lesser.

The resulting mixture of asphalt and base materials shall be pulverized and thoroughly mixed so that at the completion of moist-mixing 100 percent by dry weight passes a one (1) inch sieve and a minimum of 80 percent passes a No. 4 sieve, exclusive of gravel or stone retained on these sieves. Old bituminous wearing surfaces shall be pulverized so that 100 percent pass a two (2) inch sieve.

Compaction and Finishing: The mixed material shall be compacted to at least 95 percent of Modified Proctor, ASTM D 1557 at or above optimum moisture content. At the start of compaction, the percentage of moisture in the mixture shall not be below or more than two (2) percentage points above the optimum moisture content. In no case shall the addition of water be such that the mixture becomes unstable during compaction and finishing. If the uncompacted pavement/base (stabilized) mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the Contractor.

Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. The loose mixture shall then be uniformly compacted to the specified density within two (2) hours. After the mixture is compacted, water shall be uniformly applied as needed and thoroughly mixed in with a spike tooth harrow or equal. The surface shall then be reshaped to the required lines, grades, and cross-section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment.

The resulting surface shall be rolled with a pneumatic roller and “tight-bladed” by a motor grader to a depth of approximately $\frac{1}{4}$ inch, moving all loosened mixture from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding moisture as needed. Surface finishing methods may vary from the above-described procedure, provided a dense uniform surface, free of loose material, is maintained at its specified optimum moisture during all finishing operations. Surface compaction and finishing operations shall proceed in such a manner as to produce, in not more than two (2) hours, a smooth, closely knit surface – free of cracks, ridges, or loose material, and conforming to the required pavement cross-section. A rough or “washboard” finished surface shall not be accepted.

The finished surface shall be at the width as designated by the County. For stabilized roadways, the stabilized material shall extend at least one (1) foot beyond the required pavement edge to aid

in reducing pavement movements and cracking along the edge line due to seasonal moisture variations after construction.

Stabilization Process: If stabilization utilizing a Portland cement slurry is determined to be necessary by the County, the material shall be spread uniformly on the asphalt and base mixture at a minimum rate 28 pounds per square yard. This cement slurry shall be applied only to such an area that all operations can be continuous and completed in daylight and within six (6) hours of such application. The percentage of moisture in the base at the time of stabilization application shall not be in excess of that which will permit uniform and intimate mixture of pavement/base and stabilization material during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the pavement/base mixture.

After the material has been applied, it shall be dry mixed with the pavement/base mixture. Mixing shall continue until the material has been sufficiently blended with the pavement/base mixture to prevent the formation of any clumps or “balls” when water is applied. Any mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes. Immediately after the dry mixing is complete, water as necessary shall be uniformly applied and incorporated into the mixture. The pressurized equipment and the supply provided shall be adequate to ensure continuous application of the required amount of water to sections being processed within three (3) hours of the time of application of the Portland cement slurry. Proper care shall be exercised to always ensure proper moisture distribution. After the last increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

After a thorough and uniform mix has been obtained, refer to ***Compaction and Finishing*** section above.

Asphalt Emulsion Curing Membrane: After the roadway has been finished as specified above, it shall immediately be protected against rapid drying or curing by the application of 0.20 gallons per square yard (SY) of SS-1 type asphalt, which shall comply in all respects to Item 302.3.4 of the North Central Texas Council of Government (NCTCOG) Standards. Immediately prior to the application of the asphalt emulsion, the roadway section shall be wetted using pressure water distributors so that all voids in the roadway surface are filled with water but without free water standing on the surface. The asphalt emulsion cure shall be applied while this moisture condition exists so that undue asphalt penetration of the roadway surface shall be prevented while aiding in complete coverage by the application.

After a short curing stage (one to three days) and in order to help reduce the risk of shrinkage cracks forming in the cement-treated base materials, **microcracking** shall be performed through the application of several vibratory roller passes.

Should it be necessary for construction equipment or local traffic to pass over the section before the asphalt emulsion has dried enough to prevent pick-up, it shall be the responsibility of the Contractor to dust or sand the surface. The Contractor shall maintain the curing cover for a seven (7) day period after the initial application to insure a complete cure of the roadway.

If approved by the County, the use of other asphaltic emulsions may be used in lieu of the SS-1; however, a complete asphalt membrane cover must be obtained.

Exhibit B

Pavement Milling Machine and Process: The cold-milling machine shall be self-propelled, specifically designed to fully or partially remove existing asphaltic pavement to the desired depth, profile, cross slope and surface texture. The machine shall be equipped with a conveyor capable of removing the millings from the pavement and loading them directly into a truck. In addition, the machine shall be equipped with a means to effectively and efficiently control the dust generated by the milling operation.

The machine shall make sufficient passes so that the designated area is milled to the grades and cross sections indicated by the County. The milling shall proceed with care and in depth increments that will not damage the pavement below the specified depth. The Contractor will repair or replace, as directed by the County, items damaged during milling operations at the Contractor's expense.

The milled pavement surface shall be properly cleaned by sweeping after the milling operations.

Hot Mix Asphaltic Concrete (HMAC) Pavement Material and Placement: The materials used in executing the work shall comply with the requirements of Item 302.3, "Bituminous Materials," and Item 302.9, "Hot-Mix Asphaltic Pavement," of the NCTCOG Standards. The hot mix asphaltic concrete pavement furnished shall contain Performance Graded asphalt binder, PG 70-22, and shall be the Type specified in the Bid Proposal.

The equipment and methods used in executing the work shall comply with the requirements of Items 302.9.4 and 302.9.6 of the NCTCOG Standards, respectively.

All cuts into existing asphalt or concrete shall be neat, straight and true and comply with the requirements of Item 402.3, "Sawing," of the NCTCOG Standards.

The tack coat shall comply in all respects to Item 302.9.2.2.3 of the NCTCOG Standards. The application of a tack coat shall apply to each layer of HMAC before the next layer is applied and to any exposed concrete edges that shall abut any HMAC.

For overlays of existing streets, the street surface shall be cleaned of grass and weeds and shall be swept prior to placing the tack coat.

Testing: The County shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the County. The failure of the County to make any tests shall in no way relieve the Contractor of their responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the County may require for collecting and forwarding samples and shall not, without specific written permission of the County, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the County.

The contractor shall give the County designated inspector timely notice of readiness of the work for all required inspections, tests or approvals. The site must be ready for testing upon the Contractor's

Exhibit B

notification to the County representative. Should the site not be properly prepared for testing upon the arrival of the testing agent, any costs which are incurred will be borne solely by the Contractor.

Drainage: Contractor shall always maintain adequate drainage during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to adjacent properties shall not be permitted.

Storm Water Management: For projects in which the roadway is to be rehabilitated (i.e., scarified and pulverized) in which one (1) or more acres is disturbed, a Storm Water Pollution Prevention Plan (SWP3) is required by the Texas Commission on Environmental Quality (TCEQ) and shall be prepared by the Contractor. The plan shall show proposed measures to control pollutants in storm water discharges during and after construction activities. A section of the SWP3 shall contain a pollution/erosion control plan, signed and sealed by a Professional Engineer licensed in the State of Texas.

The SWP3 shall be kept at the job site for assessment by TCEQ inspectors at all times. The Contractor shall keep the SWP3 up-to-date and clearly indicate any and all changes made to the plan throughout construction activities. The SWP3 shall be submitted to the County for review and approval prior to the start of construction.

The SWP3 shall be implemented and maintained throughout the entire length of work. Should any pollution prevention measures fail, it shall be the responsibility of the Contractor to repair the failure immediately.

Traffic Control: All traffic control measures shall be in accordance with the most recent version of the Texas MUTCD. It shall be the Contractor's responsibility to ensure that proper safety practices and procedures are in place at all times during the work, including but not limited to the use of proper signage, barricades, cones, and flaggers. In addition, all vehicular equipment utilized in the work shall be equipped with proper flashers/lights/strobes that must be in operation during the work.

Due to the nature of this work, at no time can access along any roadways be restricted to adjacent residences or thru traffic. It shall be the contractor's responsibility to determine the means and methods of construction to address and adequately satisfy this requirement.

Construction Water: Construction water necessary to complete the work shall be provided by the Contractor. It shall be the Contractor's responsibility to complete a fire hydrant meter rental application and pay the required refundable deposit to the County prior to taking any water.

Protection of the Public: The Contractor shall at all times conduct the work in such a manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work shall be the direct responsibility of the Contractor and shall be performed at their entire expense.

Materials placed on site or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

Exhibit B

The County reserves the right to remedy any neglect on the part of the Contractor as regards public convenience and safety which may come to its attention. The cost of such work done, or material furnished by the County shall be deducted from monies due or to become due to the Contractor.

Protection of Existing Facilities: It shall be the Contractor's responsibility to repair to the satisfaction of the County any damage done to manholes, cleanouts, and valves, other public appurtenances located in the roadway or any structures or facilities adjacent to the roadway which are damaged by the Contractor during the construction process. No payment shall be made for these repairs.

Cleanup: It is the intent of these requirements that an adequate cleanup job be performed by the Contractor throughout the construction process. Before work is accepted by the County, all rocks, stones, asphalt, base material, and other construction debris shall be removed and properly disposed of by the Contractor.

Final Inspection: The County will make a final inspection of all work as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable at the time of such inspection, the Contractor will be informed by the County as to the particular defects to be remedied before final acceptance is made.

Services Warranty: Contractor warrants that:

- (a) Services will be performed in a timely, efficient, and professional manner; and,
- (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and
- (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty").

Bidders shall note the length of their warranty time period on the work performed (beginning on acceptance by the County) on their bid sheet.

Measurement and Payment: Measurement and payment shall be as provided in the bid form.

Bidder Name: _____



**ELLIS COUNTY HISTORIC COURTHOUSE
PURCHASING DEPARTMENT
101 W. MAIN STREET, SUITE 102
WAXAHACHIE, TEXAS, 75165
TEL: 972.825.5118**

ELLIS COUNTY

REQUEST FOR BID COVER SHEET

RFB-2024-010

PAVEMENT REHABILITATION AND RESURFACING SERVICES

The Request for Bid (RFB) and accompanying documents are for your convenience in submitting a bid for the referenced products and/or services for ELLIS COUNTY.

KEY EVENTS SCHEDULE:

| | |
|--------------------------------|--------------------------------------|
| Issue RFB | 7/15/24 12:00 PM Central Time |
| Deadline for Questions | 7/24/24 12:00 PM Central Time |
| Deadline for Submission | 8/15/24 2:00 PM Central Time |

QUESTIONS: All questions must be submitted thru IONWAVE by 12:00 PM July 24, 2024.

Electronic bids (**PREFERRED**) or sealed hard copy bids shall be received no later than

***** August 15, 2024 2:00 pm CT*****

For further information contact: Doug Shelton, Contract Administrator, Ellis County Purchasing

Doug.shelton@co.ellis.tx.us

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received in the Purchasing Office or on the Ionwave Portal by 2:00 P.M. CT,** and then publicly opened and read aloud at 3:00 P.M. in Purchasing Conference Room 204.

If submitting a hard copy bid, the bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, Ellis County and have the bid number, closing date, and company name clearly marked on the outside envelope. **Please note that electronic bids are preferred.**

1. BID INSTRUCTIONS

- 1.1 Bids should be submitted through the online Ionwave Portal at: <https://elliscounty.ionwave.net>. JavaScript must be enabled. Browser cookies must be enabled. Respondents should contact Ionwave at Support.ionwave@eunasolutions.com for technical questions related to submissions. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Ionwave Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- 1.2 If submitting a sealed hard copy bid, you must contact the Ellis County Purchasing Office for instructions.
- 1.3 Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Ellis County including the County Judge and Commissioners concerning this Bid. Failure to comply with this guideline will result in immediate disqualification from the bid process.
- 1.4 Late bids will not be accepted. **Contract page must be signed, failure to do so could result in disqualification.**
- 1.5 Vendor will have the ability to modify their submissions up to the Submission Deadline in Ionwave.
- 1.6 Ellis County will use the Ionwave website (<https://elliscounty.Ionwave.net>) for the following activities: (a) to post the RFB, (b) to receive any questions or inquiries, (c) to issue any associated addenda, and (d) to post award notice.
- 1.7 This RFB may be amended only by addendum in accordance with this section. If Ellis County, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all respondents by addendum posted on Ellis County's purchasing portal at <https://elliscounty.Ionwave.net>. Each addendum forms an integral part of this RFB and may contain important information, including significant changes to this RFB. Respondents are responsible for obtaining all addenda issued by Ellis County.
- 1.8 Ellis County uses the Ionwave portal for accepting and evaluating bids digitally. Please contact Ionwave via email at support.ionwave@eunasolutions.com for technical questions related to your submission.
- 1.9 The term bid or bids shall be used interchangeably.

DOCUMENTS NEEDING TO BE COMPLETED AND RETURNED:

1. Bid Cover Sheet
2. Standard Bid forms in Ionwave
3. Insurance Certificate
4. Bid Pricing Sheet
5. Signed Contract

Exhibit B

Insurance Requirements

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
 2. Employer's liability - \$500,000
 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
 4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b. Property damage - \$100,000 each occurrence
 5. Contractual liability - same limits as above
 6. All Risk Cargo Insurance - \$2,000,000 aggregate
 7. Crime Coverage - \$ 1,000,000 per occurrence
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165
 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
 3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 4. The respondent 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 same may be covered by the proceeds of insurance.
 5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
 6. Each insurance policy to be furnished by successful offeror shall include, by

endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Exhibit B

Submission Requirements

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

Individual: _____
Partnership: _____
Corporation: _____
Women or Minority Owned: _____
Non-Profit: _____

2. Name of Owner: _____

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

Yes: _____
No: _____

Insurance Broker Name: _____

Phone: _____ Fax: _____

4. Are there claims pending against this insurance policy?

Yes: _____
No: _____
If yes, describe: _____

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

Yes: _____
No: _____
If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

Yes: _____
No: _____

7. Has respondent been disqualified by any public agency from participation in public contracts?

Yes: _____
No: _____

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes: _____
No: _____

Exhibit B

9. Is the Respondent licensed for doing business in Texas?

Yes: _____

No: _____

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes: _____

No: _____

The undersigned respondent has carefully examined the Request for Bid and the Certification included herein the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

| | | | |
|---------------------------|--|-----------------------------|--|
| Respondent Name | | Authorized Signature | |
| Respondent Address | | Printed Name | |
| County, State, Zip | | Title | |
| Phone | | Date | |
| Fax | | <u>Email</u> | |

Exhibit B

Respondent Information Form

Firm/Respondent:

By: _____ Authorized Agent
_____ Title

Address: Street address and/or P.O. Box

Address: _____
_____ City/State _____ Zip code

Phone: _____ Fax: _____ Email: _____

Project Contact:

Phone: _____ Fax: _____ Email: _____

REFERENCES

List agencies where these services have been provided within the past two (2) years:

1. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

2. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

3. Agency: _____
Address: _____ Phone#: _____
Contact person: _____ Title: _____

Exhibit B

Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

1. Personal Conflicts of Interest

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes”, please describe the nature of the relationship.

b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes” please describe the nature of the relationship.

c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes _____ No _____

If your answer is “yes” please explain in full.

2. Respondent or Business Conflicts of Interest

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes”, please describe the nature of the relationship.

b. Are any of your business partner’s or associates’ families or extended families related to an elected or appointed Ellis County Official?

Yes _____ No _____

Exhibit B

If your answer is “yes”, please describe the nature of the relationship.

- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes _____ No _____

If your answer is “yes” please explain in full.

- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes”, please describe the nature of the relationship.

- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes _____ No _____

3. I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.

Name of Respondent

Name and Title of Officer (Print)

Name and Title of Officer (Signature)

Exhibit B

Bid Signature Form

The undersigned agrees this bid becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be ninety (90) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this bid have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this bid packet including the specifications and all terms and conditions including any attachments contained in this bid package.

- a. **The information provided in this bid, in response to Ellis County, Texas' Request for Bid (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.**

Name and address of respondent:

Name: _____

Address: _____

b. Authorized Representative:

Signature: _____

Printed name: _____

Title: _____

Exhibit B

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in the bid document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent.
 - B. name and address of the receiving department.
 - C. Ellis County, Texas purchase order number.
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate bids will not be considered unless authorized by the bid itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a bid.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the bid are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the bid sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Exhibit B

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Bid)
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's bid.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

Exhibit B

13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

Exhibit B

22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bids tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFB/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for bids may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or bid and prior to commencement of the actual work, the bidder or bid offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

Exhibit B

- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the bid until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all bids, to award contracts to primary and secondary respondents, to reject materials/bids not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Bids may be rejected, among other reasons, for any of the following specific reasons:
- A. Bids received after the time limit set for receiving bids.
 - B. Bids containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified, and their bids not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one bid for the work contemplated.
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

Exhibit B

36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each bid. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the bid/quote/bid price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/ bid price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or bid in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of bid/bid submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply. (Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

42. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.

Exhibit B

43. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
44. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
45. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
46. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
47. Debarment/Suspension: PERFORMING PARTY 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. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
48. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
49. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Acknowledgement Initials

Date

Exhibit B

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent;
 - B. name and address of receiving department;
 - C. Ellis County, Texas purchase order number;
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
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Exhibit B

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 2. Experience, qualifications and quality of the Respondent's services
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 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
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11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
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14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
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16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
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24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
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28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
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30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

Exhibit B

- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
 - B. Proposals containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

Exhibit B

36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
42. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

Exhibit B

43. Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

If Federal Funds are being utilized, the following 2 CFR 200C clauses apply.

(Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)

44. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY 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.
45. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
46. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
47. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
48. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY 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.
49. Debarment/Suspension: PERFORMING PARTY 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

Exhibit B

programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.

50. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY 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.
51. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Exhibit B

Special Terms and Conditions

That in accordance with request for proposal package **No. RFB-2024-010** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

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

Prior Agreements Superseded

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

Israel

In accordance with § 2270.002 of the Texas Government Code, “Vendor Name” does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

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

Appropriations Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice

Exhibit B

of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

Prompt Payment Act

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

Contract Terms

The agreement awarded from this bid shall be an annual agreement contract. The initial term of this agreement shall be one (1) year from date of approval. **This agreement may be automatically renewed at Ellis County's option for up to four (4) successive one-year terms.** Renewal options will be the same terms and conditions of the original agreement unless a price redetermination has been accepted by the County, as further explained in Price Redetermination.

Cooperative Purchasing

Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

Price Redetermination

If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the

Exhibit B

time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

COMMISSIONERS COURT AGENDA REQUEST

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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Please fill out this form completely:

DATE: September 10, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: EJ Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Room 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 17, 2024

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

Discussion, consideration and approval for the award of RFP Number RFB-2024-008 Behavioral Health Assessments for the Veterans Treatment Court and authorization for the County Judge to execute a contract with Care Star Behavioral Health Services LLC.

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: September 10, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

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: September 17, 2024

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

Discussion, consideration and approval for the renewal of the Civic Plus Contract for the County Website in the amount of \$29,179.41 FY25 and \$30,638.38 FY26. IT Department



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client:

TX – Ellis County – Multi-Product - Statement of Work

CivicEgnage

| QTY | ITEM | PRODUCT TYPE | Cost |
|-----|----------------------------|--------------|---------------|
| 1 | Annual Hosting & Security | Renewable | USD 17,004.82 |
| 1 | SSL Certificate | Renewable | USD 182.59 |
| 1 | 36 Month Ultimate Redesign | Renewable | USD 6,004.00 |

| | |
|--|---------------|
| Annual Recurring Services – Current Term (June 1, 2024 – September 30, 2024) | USD 5,729.13 |
| Annual Recurring Services – Initial Term (October 1, 2024 – September 30, 2025) | USD 23,191.41 |
| Annual Recurring Services – Year 2 (October 1, 2025 – September 30, 2026) | USD 24,350.98 |

ArchiveSocial

| QTY | ITEM | PRODUCT TYPE | Cost |
|-----|------------------------|--------------|--------------|
| 1 | ArchiveSocial Standard | Renewable | USD 5,988.00 |

| | |
|---|--------------|
| Annual Recurring Services – Current Term (October 21, 2023 – September 30, 2024) | USD 5,666.14 |
| Annual Recurring Services – Initial Term (October 1, 2024 – September 30, 2025) | USD 5,988.00 |
| Annual Recurring Services – Year 2 (October 1, 2025 – September 30, 2026) | USD 6,287.40 |

Total Cost

| | |
|--|---------------|
| Annual Recurring Services – Initial Term (October 1, 2024 – September 30, 2025) | USD 29,179.41 |
| Annual Recurring Services – Year 2 (October 1, 2025 – September 30, 2026) | USD 30,638.38 |

1. This renewal Statement of Work ("SOW") is between Ellis County, TX ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from October 1, 2024 until September 30, 2025 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

| | | |
|---|--------------------|-------------|
| Organization | URL | |
| Street Address | | |
| Address 2 | | |
| City | State | Postal Code |
| CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates. | | |
| Emergency Contact & Mobile Phone | | |
| Emergency Contact & Mobile Phone | | |
| Emergency Contact & Mobile Phone | | |
| Billing Contact | E-Mail | |
| Phone | Ext. | Fax |
| Billing Address | | |
| Address 2 | | |
| City | State | Postal Code |
| Tax ID # | Sales Tax Exempt # | |
| Billing Terms | Account Rep | |
| Info Required on Invoice (PO or Job #) | | |
| Contract Contact | Email | |
| Phone | Ext. | Fax |
| Project Contact | Email | |
| Phone | Ext. | Fax |

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 9/9/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Sharon Mancilla

PHONE: 972.825.5161 FAX: 972.825.5162

DEPARTMENT OR ASSOCIATION: HR

ADDRESS: 101 W Main St Ste B103 Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 9/17/2024

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

Discussion, consideration, and action to renew the Texas Association of Counties (TAC) Workers' Compensation Program for the 2025 plan year and submit poll documentation necessary for the pool to properly underwrite the renewal.



Workers' Compensation Renewal Questionnaire

Ellis County

Coverage Period: January 1, 2025 through January 1, 2026

Thank you for participating in the TAC Risk Management Pool's Workers' Compensation program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative (listed below) at 800-456-5974.

Member Service Representative: Ms. Brittany Davis

Email: brittanyd@county.org

Pool Coordinator/Workers' Compensation Coordinator

Our records indicate that the Member has designated the individual below as the contact for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Contact: Ms. Sharon Mancilla

Email: sharon.mancilla@co.ellis.tx.us

Office Phone Number: (972) 825-5161

Fax Number: (972) 825-5162

Mailing Address: 101 W Main St Ste B-103

City, State, Zip: Waxahachie, TX, 75165-0405

General Information

| | Yes or No |
|--|-----------|
| 1. Do you use a manned aircraft in any capacity? | NO |
| If Yes: Are your pilots employees? | N/A |
| If yes, please complete the Aircraft and Aircraft and Pilot info tabs. | N/A |
| Are your pilots volunteers? | N/A |
| If yes, and you desire to include Workers' Compensation coverage please complete the Aircraft and Aircraft and Pilot info tabs. | N/A |
| 2. Do you have operations involving the loading, unloading, repair, or construction of watercraft or vessels, including work performed on barges or docks? | NO |
| 3. Do you own, operate, or maintain a railroad, or own, lease, operate, or repair railroad equipment? | NO |
| 4. Do you engage in manufacturing, handling, transporting, distributing, or storing explosives or explosive substances (other than gasoline)? | NO |
| 5. Do you perform any underground, subaqueous, or tunneling operations? | NO |
| 6. Do you provide group transportation for employees to and from the workplace? | NO |
| If Yes: | --- |
| * Average number of employees in a vehicle per trip: | N/A |
| * Maximum number of employees in a vehicle per trip: | N/A |
| * Average number of daily trips: | N/A |
| 7. Do you have a County Fire Department that contracts with the state or National Forest Service to fight wildland fires? | NO |
| If Yes: Please advise in the last 5 years for each fire the number of employees and duration in the explanation box below. | N/A |
| For any "Yes" responses to the questions above, please provide a brief explanation: | --- |

Unreported Claims

| | Yes or No |
|---|-----------|
| 1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? | NO |

If yes, please describe:

2. Has the situation been reported to TAC Claims Department?

N/A

Acknowledgement and Acceptance

Member Name: Ellis County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

If the Member makes no changes, the Pool will assume the Member is reporting for the same information as in the previous applicable Coverage Period. The Member understands that any failure to fully and accurately answer the questionnaire and any attached documents may result in denial of coverage provided by the Pool.

Signature of County Judge or presiding official of the Political Subdivision

Date

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 9/11/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Sharon Mancilla

PHONE: 972.825.5161 FAX: 972.825.5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 101 W Main St Ste B103 Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 9/17/2024

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

Discussion, consideration, and action to renew or modify the current County Silver Retiree Health Insurance coverage and premiums through the Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) for Calendar Year 2025, including approval for the County Judge to sign the renewal.



Transamerica Life Insurance Company & Retiree Rx Care 2025 Renewal Notice and Benefit Confirmation

Group: Ellis County
Return to TAC by: September 30, 2025

Below are the new renewal rates for TPLIC medical and Retiree RxCare prescription drug coverages. Please initial and complete each section below. An authorized signature on last page is required to confirm and accept your group's renewal. Email renewals to CCS@county.org.

PACKAGE PLANS

Current Plan: Package 1

| | Medical Only | Med + Rx | Medicare Advantage |
|-------------------------------------|--------------|----------|--------------------|
| Current Rates: | \$279.08 | \$553.15 | \$374.85 |
| New Rates: (eff 1/1/2025) | \$279.08 | \$559.39 | \$392.96 |

- Renew and keep current plan. OR
- Change Package option (select only one from the list below)

PACKAGE OPTIONS (Rates eff. 1/1/25)

- | | |
|---|---|
| <input type="checkbox"/> Package 2 <ul style="list-style-type: none"> • Medical Only: \$155.45 • Med+Rx: \$242.33 • MedAdvantage: \$305.52 | <input type="checkbox"/> Package 3 <ul style="list-style-type: none"> • Medical Only: \$255.43 • Med+Rx: \$515.82 • MedAdvantage: \$305.52 |
|---|---|

_____ Initial to accept 2025 retiree package options rates.

MANAGE MY HEALTH (OPTIONAL)

- Add Manage My Health for an additional \$10 per retiree per month.

_____ Initial to accept Manage My Health.



Transamerica Life Insurance Company & Retiree Rx Care 2025 Renewal Notice and Benefit Confirmation

Group: Ellis County
Return to TAC by: September 30, 2025

BILLING AND CONTRIBUTION SCHEDULE

Please select your preferred billing option (Current billing option is Split):

- Direct Bill:** Invoice for 100% of the cost to each retiree.
- List Bill:** Invoice sent to the employer for 100% of the cost for each retiree. Employer will be responsible for collecting any premium due from retirees/spouses.
- Split Bill:** Invoice will be sent to the group for employer subsidy and Amwins will send invoice to retiree for their remaining portion.
- **List/Split Billing:** Please indicate monthly contributions levels for Employer and Retirees:

| | Medical Premium | Med + Rx Premium | MedAdvantage (if applicable) |
|------------------|-----------------|------------------|---------------------------------|
| Paid by Employer | \$ _____ | \$ _____ | \$ _____ |
| Paid by Retiree | \$ _____ | \$ _____ | \$ _____ |

_____ Initial to accept Billing Method.

CountyChoice Silver

Member Contact Designations

Ellis County

Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall not be required to contact or provide **notices** to any other person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

Please list changes and/or corrections below

Name/Title: Todd Little/County Judge
Address: 101 W Main St
 Waxahachie, TX 75165
Phone: (972) 825-5011
Fax: (972) 825-5162
Email: countyjudge@co.ellis.tx.us

No Change

Primary Contact: Main contact for daily matters pertaining to retiree benefits.

Please list changes and/or corrections below

Name/Title: Sharon Mancilla/HR Director
Address: 101 W. Main St, Ste. B103
 Waxahachie, TX 75165
Phone: (972) 825-5292
Fax: (972) 825-5162
Email: Sharon.Mancilla@co.ellis.tx.us

No Change

Billing Contact: Responsible for receiving all invoices relating to retiree benefits. (Not applicable if Direct Bill).

Please list changes and/or corrections below

Name/Title: Sharon Mancilla/1st Assistant
Address: 101 W. Main St, Ste. B103
 Ellis, TX 75165
Phone: (972) 825-5161
Fax:
Email:

Cheryl Chambers / Treasurer

101 W. Main St, Ste. 203

Waxahachie, TX 75165

972-825-5127

972-825-5129

cheryl.chambers@co.ellis.tx.us

 Signature of County Judge or Contracting Authority

 Date

Todd Little, Ellis County Judge

 Please PRINT Name and Title

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.

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: September 9, 2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y) (N)

NAME: Cheryl Chambers, Ellis County Treasurer

PHONE: 972-825-5127 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 1, 2024

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

1. Approval of LOGIC Investment Pool as an Authorized Investment

 2. Approval of Application of Participation in the Local Government Investment Cooperative (LOGIC).
- _____



APPLICATION FOR PARTICIPATION IN LOGIC

The undersigned local government (Applicant) applies and agrees to become a Participant in the Local Government Investment Cooperative (LOGIC) Trust.

- 1. Authorization. The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on October 1, 2024

WHEREAS, it is in the best interests of this governmental unit ("Applicant") to invest its funds jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

SECTION 3. Terms used in this resolution have the meanings given to them by the application."

- 2. Agreement. Applicant agrees with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the Participation Agreement and Trust Instrument, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Participation Agreement and Trust Instrument.

- 3. Taxpayer Identification Number. Applicant's taxpayer identification number is 75-6000935

- 4. Contact Information. Applicant primary mailing address: 101 W. Main Street, Suite 203, Waxahachie, TX 75165 Applicant physical address (if different): Applicant main phone number: 972-825-5127 Applicant main fax number: 972-825-5129

- 5. Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the LOGIC Board of Trustees in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Cheryl Chambers Title: Ellis County Treasurer Signature: Cheryl Chambers Phone: 972-825-5127 Email: Cheryl.Chambers@co.ellis.tx.us

2. Name: Lauri Hartley Title: Deputy Treasurer
Signature: Lauri Hartley Phone: 972-825-5128
Email: lauri.hartley@co.ellis.tx.us

3. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Name: Cheryl Chambers

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Staci Parr Title: Ellis County Auditor

Signature: Staci A. Parr Phone: 972-825-5123

Email: staci.parr@co.ellis.tx.us

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

DATED _____

**REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE**

(NAME OF ENTITY/APPLICANT)

SIGNED BY:

(Signature of official)

(Printed name and title)

ATTESTED BY:

(Signature of official)

(Printed name and title)

**FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC)**

.....
AUTHORIZED SIGNER

DATE

V082023