

# 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 2<sup>nd</sup> 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 (2<sup>ND</sup> 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, 378<sup>TH</sup> 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 10<sup>TH</sup> 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 (2<sup>ND</sup> 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 17<sup>TH</sup> 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 2<sup>nd</sup> 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%
	<b>440,882.00</b>	<b>440,882.00</b>	<b>15,863.19</b>	<b>391,131.84</b>	<b>0.00</b>	<b>0.00</b>	<b>49,750.16</b>	<b>11.28%</b>	<b>49,750.16</b>	<b>11.28%</b>

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
	<b>\$41,127.10</b>	<b>\$4,502.00</b>	

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

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

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

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

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

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

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

RCPT# 108043	08/01/2024	02:54pm	\$54.00	GHOUSTON
CASE # DC240438A	NAME: CITIBANK, N.A., vs. WITT, KELLY			
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# 108044      08/01/2024      03:00pm      \$54.00      GHOUSTON  
CASE # DC240439A      NAME: LVNV FUNDING LLC, vs. HILL,DUSTY 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

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

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

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

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

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

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

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

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

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	

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				

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				

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# 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

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

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

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

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

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

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

RCPT# 108075	08/06/2024	09:20am	\$159.00	LHERNANDEZ
CASE # 24T1182A	NAME: BECERRIL APOLINAR, ALBERTO TICKET # TXC241798976 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# 108076      08/06/2024      09:20am      \$20.00      LHERNANDEZ  
CASE # 24T1182A      NAME: BECERRIL APOLINAR,ALBERTO      TICKET # TXC241798976      BALANCE: 0.00

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

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

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

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

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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

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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

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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

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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

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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

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RCPT# 108113	08/13/2024	09:14am	\$159.00	LHERNANDEZ	
CASE # 24T1187A	NAME: HERNANDEZ GONZALEZ, RODRIG			TICKET # TXC241846483	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# 108114	08/13/2024	09:18am	\$182.00	LHERNANDEZ	
CASE # 24T1120A	NAME: ORTIZ, TRIPP JAMES			TICKET # TXC241814918	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# 108115      08/13/2024      09:19am      \$199.00      LHERNANDEZ  
CASE # 24T1121A      NAME: ORTIZ, TRIPP JAMES      TICKET # TXC241814918      BALANCE: 0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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RCPT# 108151      08/16/2024      10:00am      \$159.00      LHERNANDEZ  
CASE # 24T1231A      NAME: AVINA CHIHUAHUA,JOSE LUIS      TICKET # TX6XJ89DSU7L      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# 108152      08/16/2024      10:02am      \$182.00      LHERNANDEZ  
CASE # 24T1282A      NAME: RAMIREZ IBARRA,MANUEL GUA      TICKET # TXC241799303      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# 108153      08/16/2024      10:03am      \$229.00      LHERNANDEZ  
CASE # 24T1283A      NAME: RAMIREZ IBARRA,MANUEL GUA      TICKET # TXC241799303      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

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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

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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

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

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

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# 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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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

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

Cash	-	\$20.00	MONETARY	
DISMISSAL FINE 20.00		20.00		0.00

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

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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

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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

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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

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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

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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

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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

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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

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RCPT# 108227 08/23/2024 09:10am \$159.00 LHERNANDEZ  
CASE # 24T1248A 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# 108228 08/23/2024 12:22pm \$144.00 GHOUSTON  
CASE # LT240261A NAME: HPA BORROWER 2019-2 LLC, vs. JONES,JERRON

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

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

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

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

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

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

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			

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			

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			

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			

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			

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			

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			

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			

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			

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

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

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

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

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

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# 108255 08/27/2024 10:15am \$256.10 LHERNANDEZ  
CASE # 23T0886A NAME: REYES SANCHEZ, LENIN JAVIE TICKET # TXC231167037 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		101.00	TIME PAYMENT FEE 2020		15.00
30% LINEBARGER FEE		59.10			0.00

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

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

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

Cash	-	\$20.00	MONETARY		
DISMISSAL FINE 20.00		20.00			0.00

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

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

Cash	-	\$20.00	MONETARY		
DISMISSAL FINE 20.00		20.00		0.00	

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

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	

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

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	

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

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

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

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	

RCPT# 108272	08/28/2024	09:25am	\$213.00	LHERNANDEZ	
CASE # 24T0649A	NAME: MULTHUP,ROBERT ALAN			TICKET # TXC241677690	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# 108273	08/28/2024	01:14pm	\$229.00	GHOUSTON	
CASE # 24T1204A	NAME: CLEVELAND,KELSEY LYNN			TICKET # TXC241846497	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# 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

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

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

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

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

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

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

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

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

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

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	

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	

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	

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	

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

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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

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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

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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

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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

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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

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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
<b>CRIMINAL DISTRIBUTIONS</b>								
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
<b>CIVIL DISTRIBUTIONS</b>								
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>
<b>JUVENILE DISTRIBUTIONS</b>									
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





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ALL USERS

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Receipt ID	Case Description	Date	Category	Amount	Sub-Category	Amount	Category	Amount	Sub-Category	Amount	
108057	DC240448A UHG I LLC, vs ASBILL, LARRY Check	08/02/2024	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	54.00
108058	LT240243A CLASEN, SHAWN vs PRATT, MURLIN Cash	08/05/2024	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	90.00
108059	24T1144A RAMOS, ALFONZO Credit Card	08/05/2024	AFDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	213.00
			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	5.00	229.00
			CJF-2019	0.10	FINE	148.00				4.00	
108061	24T0440A QUIRINO, JORGE DANIEL Credit Card	08/05/2024	AFDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	250.00
			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	5.00	182.00
			CJF-2019	0.10	FINE	101.00				4.00	
108063	24T0988A GERARDO ARTURO, MEZA Credit Card	08/05/2024	AFDPS	5.00	CCC-2019	62.00	CHS-2019	4.90	TPDF-2019	5.00	182.00
			CJF-2019	0.10	FINE	101.00				4.00	
108064	24T0676A SALINAS, JONATHAN CRISTIAN Credit Card	08/05/2024	AFDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	184.00
			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	3.00	54.00
108066	SC240035A CALDWELL, RONNY vs Cash	08/05/2024	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	234.00
			PI	90.00						90.00	





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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























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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	



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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		90.00						
	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	

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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	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	369.00
					CJF-2019	288.00							
108233	24T1345A	08/26/2024	DORANTES ESPINO, REY DAVID	Credit Card	AFSO	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
					CJF-2019	101.00							
108234	24T0112A	08/26/2024	DAVILA, SOPHIA CAROLINA	Credit Card	AFDPS	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	399.10
					TPDF-2019	4.00	CJF-2019	0.10	FINE	148.00	TP2020	15.00	
					OCO	6.00	30% LINEB	92.10					
108235	24T0602A	08/26/2024	LOCKHART, JORDAN DAJAE	Credit Card	AFDPS	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	234.00
					TPDF-2019	4.00	CJF-2019	0.10	FINE	100.00			
108236	24T0109A	08/26/2024	COOPER, CURT RYAN	Credit Card	AFDPS	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	330.20
					CJF-2019	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					
108238	24T0795A	08/26/2024	FOWLER, KTYN C	Cash	AFDPS	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	229.00
					CJF-2019	148.00							
108239	LT240241A	08/26/2024	TAH MS BORROWER LLC, vs	Check	WP	175.00	CV*40	5.00					
108240	LT240242A	08/26/2024	KITCHENS, MATTHEW FRANKLIN vs	Check	WP	175.00	CV*40	5.00					

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

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PORTFOLIO RECOVERY ASSOCIATES,

Check

Case No	Case Description	Date	Category	Amount	Sub-Category	Rate	Code	Amount	Code	Rate	Code	Amount
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	FI	90.00
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
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
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
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
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

144.00

229.00



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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									
	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	Case Name	Date	Category	Amount	Code	Amount	Code	Amount	Code	Amount	Code	Amount	Code
108311	24T1201A SANCHEZ, MARTIN JR Cash	08/30/2024	AFDPS	1.27	STF-2019	12.69	CCC-2019	15.73	TFC-2019	0.76	CHS-2019	1.24	
			TPDF-2019	1.27	JPTF-2019	1.01	CJF-2019	0.03	FINE	104.00	TRANS. FE	2.00	
108312	LT240218A JAMES AND JUDY CRYER, vs Check	08/30/2024	WP	175.00	CV*40	5.00		180.00					
108313	24T1195A GUERRERO GODINEZ, ABEL Cash	08/30/2024	AFDPS	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							
108314	24T1196A GUERRERO GODINEZ, ABEL Cash	08/30/2024	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							
108315	24T1197A GUERRERO GODINEZ, ABEL Cash	08/30/2024	AFDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	159.00
			TPDF-2019	5.00	JPTF-2019	4.00	CJF-2019	0.10	FINE	25.00			

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

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TOTAL MONETARY: 41127.10

NON-MONETARY

Dismissal	4502.00
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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							

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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 MANAGEMENT, 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							

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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

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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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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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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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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

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
08/26/2024	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  
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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
<a href="#">View</a>	Unavailable	100303509615	8/2/2024 8:38:10 AM	[REDACTED]	\$213.00	Payment	Declined	Alfonzo Ramos
<a href="#">View</a>	Request Refund	100303509923	8/2/2024 8:39:57 AM	[REDACTED]	\$213.00	Payment	Complete	Alfonzo Ramos
<a href="#">View</a>	Request Refund	100303570385	8/2/2024 1:11:53 PM	[REDACTED]	\$229.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100303574392	8/2/2024 1:27:42 PM	[REDACTED]	\$250.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100303575648	8/2/2024 1:33:08 PM	[REDACTED]	\$182.00	Payment	Complete	Brianna Marie Journey
<a href="#">View</a>	Request Refund	100303612504	8/2/2024 3:54:11 PM	TXC241735243	\$182.00	Payment	Complete	Gerardo A Mesa
<a href="#">View</a>	Unavailable	100303626006	8/2/2024 9:30:06 PM	[REDACTED]	\$184.00	Payment	Declined	Jonathan Cristian Salinas
<a href="#">View</a>	Request Refund	100303626010	8/2/2024 9:31:14 PM	[REDACTED]	\$184.00	Payment	Complete	Jonathan Cristian Salinas
<a href="#">View</a>	Unavailable	100303720053	8/5/2024 2:17:44 PM	[REDACTED]	\$159.00	Payment	Declined	Yulior Garcia Batista
<a href="#">View</a>	Request Refund	100303720589	8/5/2024 2:19:49 PM	[REDACTED]	\$159.00	Payment	Complete	Yulior Garcia Batista
<a href="#">View</a>	Request Refund	100303749463	8/5/2024 4:33:19 PM	19T2974A	\$798.60	Payment	Complete	JARVIS MANUEL
<a href="#">View</a>	Request Refund	100303764658	8/6/2024 8:55:16 AM	[REDACTED]	\$817.70	Payment	Complete	Threllas Banks
<a href="#">View</a>	Request Refund	100303795798	8/6/2024 12:01:37 PM	txc241809127	\$369.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100303799825	8/6/2024 12:27:59 PM	[REDACTED]	\$204.00	Payment	Complete	
<a href="#">View</a>	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
<a href="#">View</a>	Unavailable	100303846946	8/6/2024 8:15:33 PM	[REDACTED]	\$281.00	Payment	Declined	Joseph Clark
<a href="#">View</a>	<b>Request Refund</b>	100303847038	8/6/2024 8:24:32 PM	[REDACTED]	\$281.00	Payment	Complete	Joseph Clark
<a href="#">View</a>	<b>Request Refund</b>	100303950767	8/8/2024 10:22:02 AM	TXC241593173	\$307.00	Payment	Complete	JOEL VILLANUEVA
<a href="#">View</a>	<b>Request Refund</b>	100304039202	8/9/2024 9:57:28 AM	[REDACTED]	\$182.00	Payment	Complete	Noel Soto
<a href="#">View</a>	<b>Request Refund</b>	100304080609	8/9/2024 1:27:09 PM	[REDACTED]	\$370.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100304126108	8/9/2024 11:07:35 PM	[REDACTED]	\$67.00	Payment	Complete	Carlos Lars
<a href="#">View</a>	<b>Request Refund</b>	100304166705	8/12/2024 8:13:38 AM	[REDACTED]	\$159.00	Payment	Complete	Dayton A Williams
<a href="#">View</a>	Unavailable	100304194558	8/12/2024 10:59:44 AM	24T1187A	\$341.00	Payment	Declined	Maria V. Ortiz Rocha
<a href="#">View</a>	<b>Request Refund</b>	100304195443	8/12/2024 11:03:56 AM	24T1187A	\$341.00	Payment	Complete	Maria V. Ortiz Rocha
<a href="#">View</a>	<b>Request Refund</b>	100304256819	8/12/2024 4:49:30 PM	[REDACTED]	\$381.00	Payment	Complete	Tripp James Ortiz
<a href="#">View</a>	<b>Request Refund</b>	100304302272	8/13/2024 12:36:11 PM	[REDACTED]	\$282.00	Payment	Complete	Yoslay Melendiz G
<a href="#">View</a>	<b>Request Refund</b>	100304362404	8/14/2024 10:06:27 AM	20T5752A	\$464.10	Payment	Complete	Dustin Tompkins
<a href="#">View</a>	<b>Request Refund</b>	100304362405	8/14/2024 10:06:27 AM	20T5753A	\$256.10	Payment	Complete	Dustin Tompkins
<a href="#">View</a>	<b>Request Refund</b>	100304362406	8/14/2024 10:06:27 AM	20T5754A	\$200.20	Payment	Complete	Dustin Tompkins
<a href="#">View</a>	<b>Request Refund</b>	100304388863	8/14/2024 1:01:44 PM	[REDACTED]	\$159.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100304422973	8/14/2024 5:18:34 PM	[REDACTED]	\$815.10	Payment	Complete	MARCUS SLOAN
<a href="#">View</a>	<b>Request Refund</b>	100304422977	8/14/2024 5:18:36 PM	[REDACTED]	\$396.50	Payment	Complete	MARCUS SLOAN
<a href="#">View</a>	<b>Request Refund</b>	100304423954	8/14/2024 6:21:13 PM	[REDACTED]	\$307.00	Payment	Complete	Gary McConnel
<a href="#">View</a>	<b>Request Refund</b>	100304440912	8/15/2024 9:31:29 AM	24T0144A	\$159.00	Payment	Complete	Edith Mariscal
<a href="#">View</a>	<b>Request Refund</b>	100304462008	8/15/2024 11:30:42 AM	[REDACTED]	\$598.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100304466532	8/15/2024 11:56:10 AM	[REDACTED]	\$232.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100304469437	8/15/2024 12:14:39 PM	[REDACTED]	\$159.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	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
<a href="#">View</a>	Request Refund	100304529632	8/16/2024 8:17:22 AM	[REDACTED]	\$226.00	Payment	Complete	Juvencio Ordazzamora
<a href="#">View</a>	Request Refund	100304539757	8/16/2024 9:22:48 AM	[REDACTED]	\$204.00	Payment	Complete	Abel J Llerena
<a href="#">View</a>	Unavailable	100304565446	8/16/2024 11:34:46 AM	[REDACTED]	\$213.00	Payment	Declined	
<a href="#">View</a>	Request Refund	100304570365	8/16/2024 12:01:01 PM	[REDACTED]	\$388.00	Payment	Complete	Colton Loyd Colton
<a href="#">View</a>	Request Refund	100304577574	8/16/2024 12:40:36 PM	[REDACTED]	\$213.00	Payment	Complete	brent cornelius
<a href="#">View</a>	Request Refund	100304593652	8/16/2024 1:59:14 PM	[REDACTED]	\$282.00	Payment	Complete	Roxanne Stuart
<a href="#">View</a>	Request Refund	100304615624	8/16/2024 3:43:50 PM	18T2711A	\$341.00	Payment	Complete	BROOKS VERMILLION
<a href="#">View</a>	Request Refund	100304695876	8/19/2024 10:40:16 AM	18T0792A	\$798.60	Payment	Complete	Willie E Smith Jr
<a href="#">View</a>	Request Refund	100304738190	8/19/2024 1:58:37 PM	[REDACTED]	\$183.00	Payment	Complete	Faviola Martinez
<a href="#">View</a>	Request Refund	100304760088	8/19/2024 4:02:45 PM	18T2208A	\$84.00	Payment	Complete	Harley Royal
<a href="#">View</a>	Request Refund	100304801451	8/20/2024 11:26:37 AM	24T1303A	\$182.00	Payment	Complete	Maria Saavedra
<a href="#">View</a>	Request Refund	100304802596	8/20/2024 11:34:21 AM	[REDACTED]	\$884.00	Payment	Complete	Noah Radbil
<a href="#">View</a>	Request Refund	100304840677	8/20/2024 3:39:13 PM	[REDACTED]	\$326.30	Payment	Complete	Anthony Stone Cimino
<a href="#">View</a>	Request Refund	100304925548	8/21/2024 4:10:38 PM	TXC241631248	\$182.00	Payment	Complete	Brenda Y Cortes
<a href="#">View</a>	Request Refund	100304932457	8/21/2024 8:02:49 PM	[REDACTED]	\$282.00	Payment	Complete	Bryant Boyd Hatfield
<a href="#">View</a>	Request Refund	100304958656	8/22/2024 10:49:06 AM	[REDACTED]	\$350.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100304999977	8/22/2024 3:01:03 PM	TXC241846506	\$341.00	Payment	Complete	Jose Alberto Rojas
<a href="#">View</a>	Request Refund	100305040440	8/23/2024 9:56:41 AM	TXC241851130	\$369.00	Payment	Complete	Jonathan Billie
<a href="#">View</a>	Unavailable	100305043935	8/23/2024 10:14:23 AM	24T1345A	\$182.00	Payment	Declined	NEREIDA VARGAS
<a href="#">View</a>	Request Refund	100305045045	8/23/2024 10:19:46 AM	24T1345A	\$182.00	Payment	Complete	NEREIDA VARGAS
<a href="#">View</a>	Unavailable	100305073938	8/23/2024 12:48:48 PM	[REDACTED]	\$234.00	Payment	Declined	Jordan Lockhart
<a href="#">View</a>	Request Refund	100305075282	8/23/2024 12:56:06 PM	[REDACTED]	\$399.10	Payment	Complete	
<a href="#">View</a>	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
<a href="#">View</a>	Request Refund	100305088395	8/23/2024 1:59:41 PM	[REDACTED]	\$330.20	Payment	Complete	Curt Cooper
<a href="#">View</a>	Unavailable	70866985	8/23/2024 4:19:44 PM	[REDACTED]	\$32.00	Credit	Complete	
<a href="#">View</a>	Request Refund	100305124611	8/23/2024 11:34:39 PM	[REDACTED]	\$66.00	Payment	Complete	Carlos Daniel Lara
<a href="#">View</a>	Request Refund	100305202517	8/26/2024 1:35:09 PM	23T0886A	\$256.10	Payment	Complete	Lenin Javier Reyes Sanchez
<a href="#">View</a>	Request Refund	100305275281	8/27/2024 11:24:56 AM	TXC241677690	\$213.00	Payment	Complete	Robert Multhup
<a href="#">View</a>	Request Refund	100305303461	8/27/2024 2:17:13 PM	[REDACTED]	\$332.00	Payment	Complete	Culver Patterson
<a href="#">View</a>	Request Refund	100305311135	8/27/2024 2:59:57 PM	[REDACTED]	\$20.00	Payment	Complete	David L Lytton
<a href="#">View</a>	Request Refund	100305367247	8/28/2024 11:33:39 AM	[REDACTED]	\$182.00	Payment	Complete	Samuel Castillo
<a href="#">View</a>	Request Refund	100305375797	8/28/2024 12:27:57 PM	[REDACTED]	\$159.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100305386602	8/28/2024 1:33:05 PM	[REDACTED]	\$374.40	Payment	Complete	Linda Sue Stiles
<a href="#">View</a>	Request Refund	100305470127	8/29/2024 11:52:40 AM	24T0246A	\$100.00	Payment	Complete	Dewey Walker Dewey
<a href="#">View</a>	Request Refund	100305502811	8/29/2024 2:37:11 PM	[REDACTED]	\$159.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100305524873	8/29/2024 4:35:49 PM	23T0437A	\$399.10	Payment	Complete	Jesse Phillips
<a href="#">View</a>	Request Refund	100305565488	8/30/2024 9:57:26 AM	[REDACTED]	\$369.00	Payment	Complete	Laura Silva Laura
<a href="#">View</a>	Request Refund	100305615096	8/30/2024 12:54:11 PM	24T0542A	\$213.00	Payment	Complete	Delia Rubio
<a href="#">View</a>	Request Refund	100305615097	8/30/2024 12:54:11 PM	24T0543A	\$182.00	Payment	Complete	Delia Rubio
<a href="#">View</a>	Request Refund	100305618417	8/30/2024 1:06:36 PM	TXC241735243	\$229.00	Payment	Complete	Gerardo Arturo Meza
<a href="#">View</a>	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 2<sup>nd</sup> 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.**

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**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 2<sup>nd</sup> 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: 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 2<sup>nd</sup> 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: 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
	<b>TOTAL:</b>	\$ 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
	<b>TOTAL:</b>	\$ 12,685.00

*Bill Feyi*  
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: Patricha 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
	<b>TOTAL:</b>	\$ 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
	<b>TOTAL:</b>	\$ 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 2<sup>nd</sup> 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 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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**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
	<b>TOTAL</b>	\$ 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
	<b>TOTAL</b>	\$ 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
	<b>TOTAL</b>	\$ 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
	<b>TOTAL</b>	\$ 79,000.00

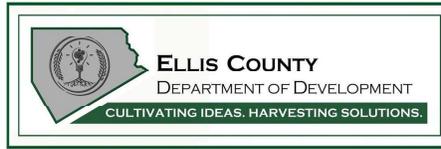
	September 11, 2024	010 / SO
Signature of Department Head	Date Signed	Department

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



**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)

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

**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.

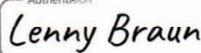
According to Ellis County Development requirements there must be a 150 foot public road frontage for any development of land and if more than three habitable structures were to be built. Mr. Osuna only wants to build two homes and will be residing and retaining ownership of this property. This road known 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 17<sup>TH</sup> 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.

<b>Relief Sought From:</b>	<b>County Development Standard:</b>	<b>Approved Request:</b>	<b>Difference:</b>
<b>Lots – Minimum Public Road Frontage</b>	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 17<sup>TH</sup> 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**



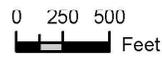
**Cases**

**County Line**

**Parcels**

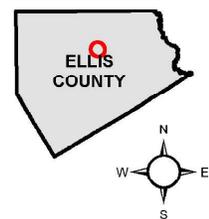
**Neighborhoods**

**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



<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 17, 2024	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Variance Request – 294695</b> <b>Pct. No. 2</b> <b>AGENDA ITEM NO. 1.2</b>		
<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:

<b>Relief Sought From:</b>	<b>Previous set condition:</b>	<b>Approved Request:</b>	<b>Difference:</b>
<b>Conditions of the previously approved variance request</b>	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:

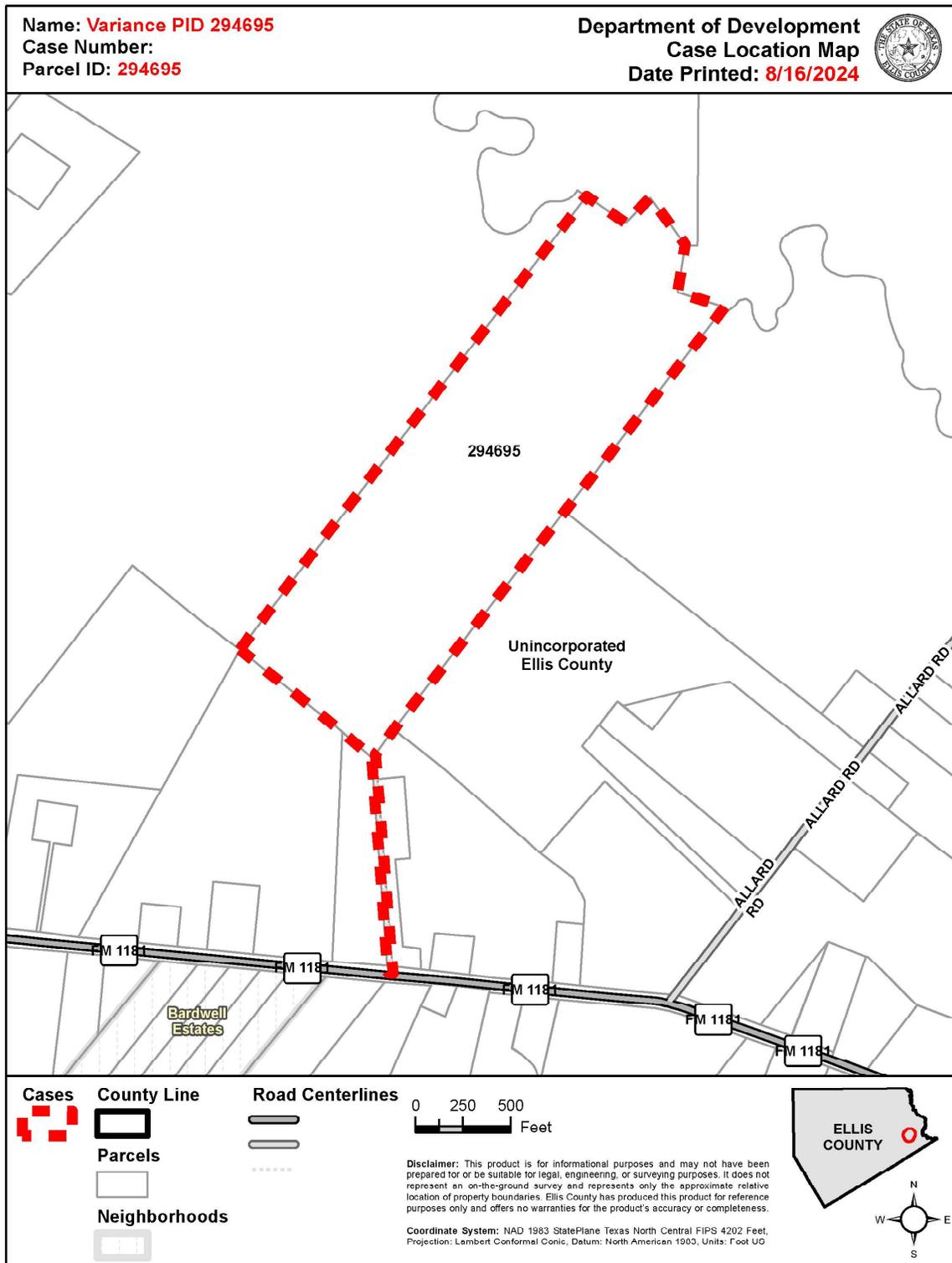
1. There are special conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; 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:\GISMaps\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 17<sup>th</sup>, 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.

<b>Relief Sought From:</b>	<b>Previous set condition:</b>	<b>Approved Request:</b>	<b>Difference:</b>
<b>Conditions of the previously approved variance request</b>	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

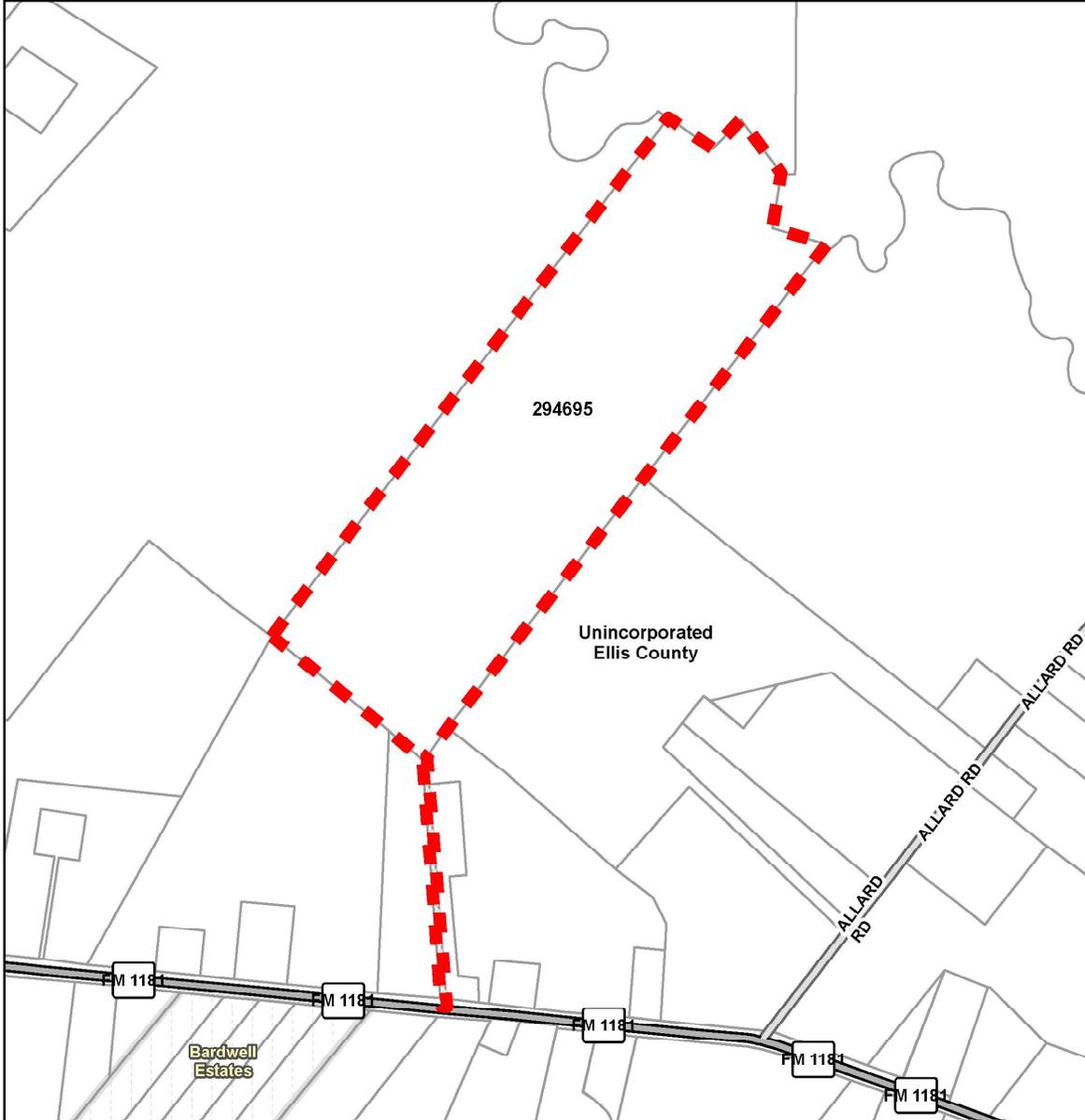
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**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**



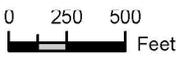
**Cases**

**County Line**

**Parcels**

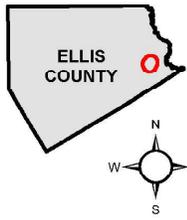
**Neighborhoods**

**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



<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 17, 2024	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Langley Addition Pct. No. 3 AGENDA ITEM NO. 1.3</b>		

**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):**

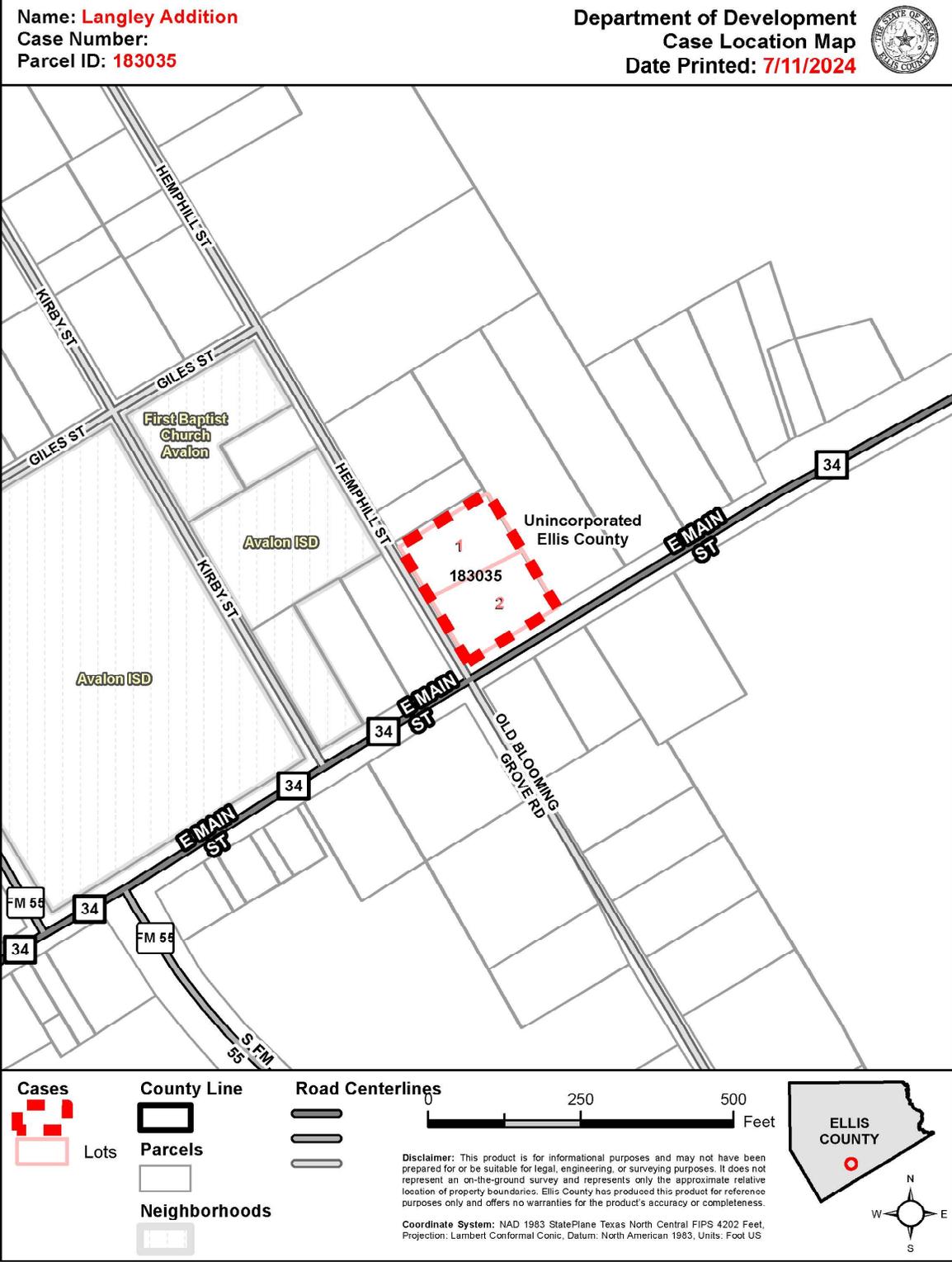
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**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.





**From:** [Elsa Sieg](#)  
**To:** [langlevusmo@yahoo.com](mailto: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.

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 17, 2024	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Americase Business Park Replat Lot 4A &amp; 4B Pct. No. 3 AGENDA ITEM NO. 1.4</b>		

**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 31<sup>st</sup>, 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 20<sup>th</sup>, 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):**

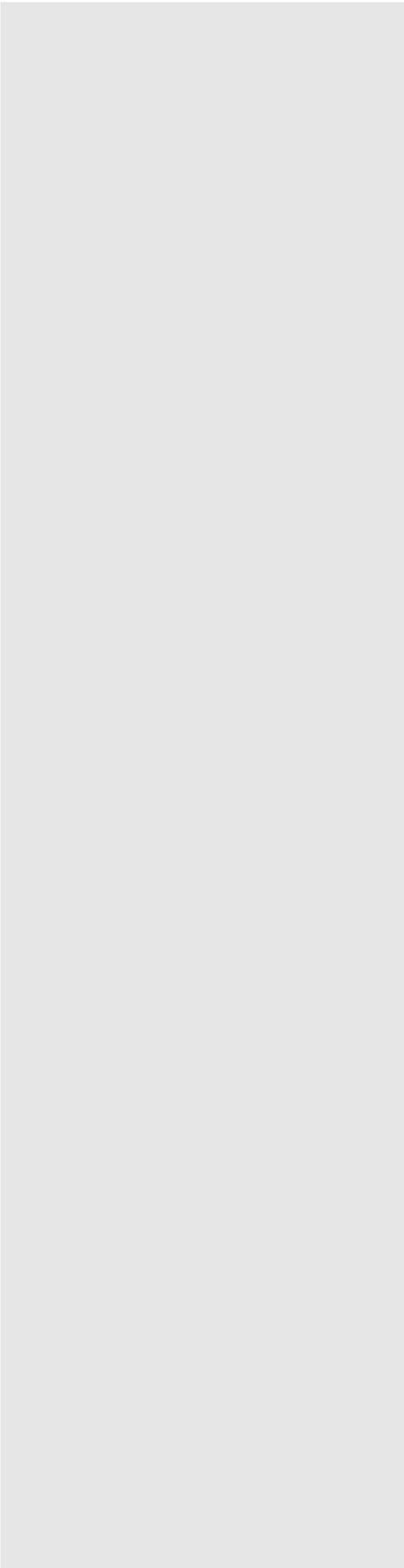
NEWSPAPER	WEBSITE	SURROUNDING
Waxahachie Sun 08/21; 08/27; 09/04	08/07	Three (3) notices

**ANALYSIS:**

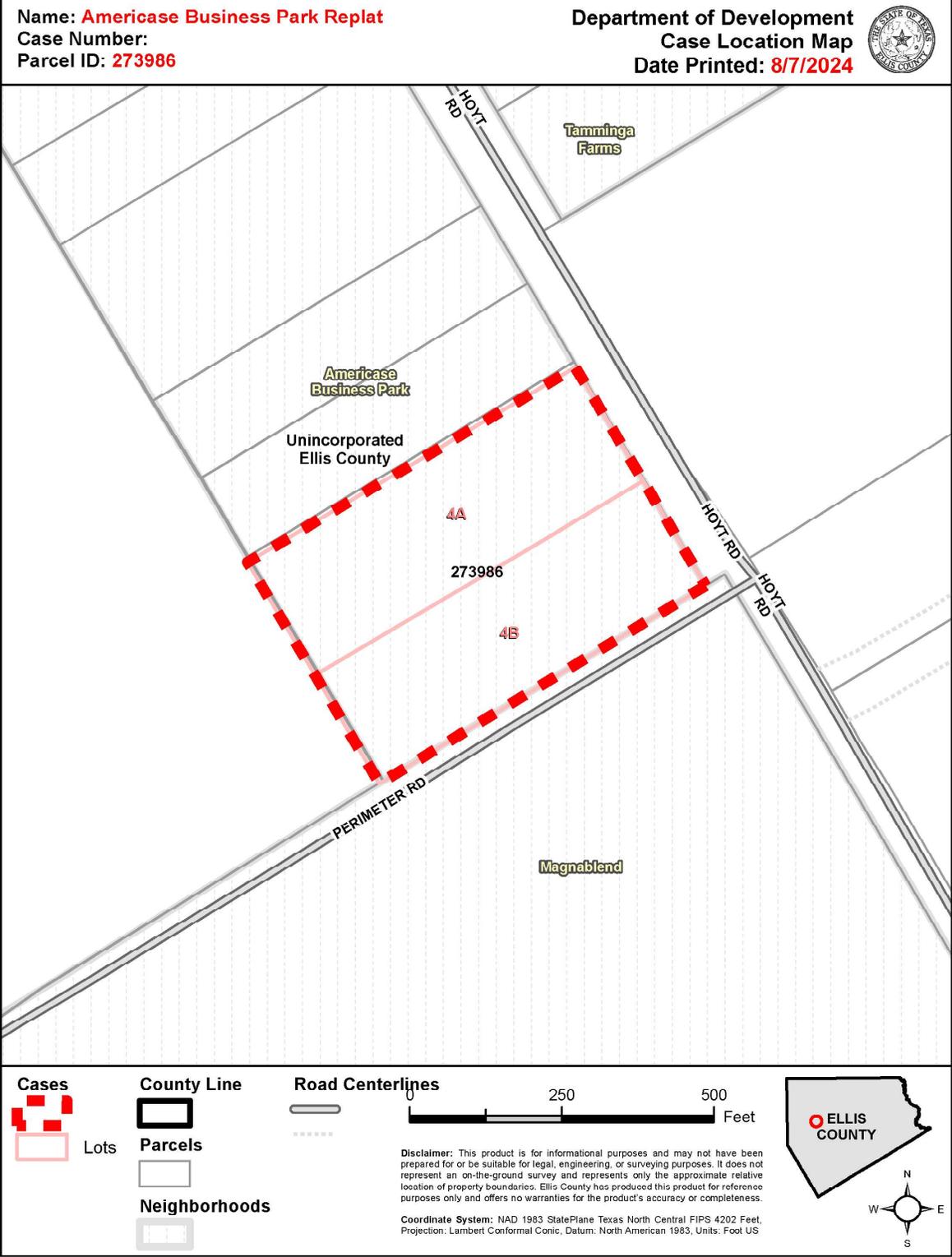
Staff reviewed this plat and **conditionally approved\*** the initial submittal on August 19, 2024, provided the conditions are met within Attachment No. 3.

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.







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](mailto: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 2<sup>nd</sup> 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: 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

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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

<b>Quote</b>	QTE0195937
<b>Date</b>	8/19/2024
<b>Page:</b>	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.

<b>Subtotal</b>	\$127,938.50
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$849.99
<b>Total</b>	\$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**

<b><u>Sale Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	Attachment 1	\$47,250.00
<b>Total Maintenance Fees for the Term:</b>		<b>\$47,250.00</b>
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included and are the responsibility of Customer.		
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b>		
\$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**

<b>Qty</b>	<b>Description</b>	<b>Coverage Period</b>	<b>Annual Maintenance Fee Per Unit</b>	<b>Maintenance Fee in Total</b>
350	ExpressVote BMD	10/1/2024 through 9/30/2025	\$135.00	\$47,250.00
<b>Total Hardware Maintenance Fees for the Term</b>				<b>\$47,250.00</b>

**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 2<sup>nd</sup> 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

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](http://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 - <b>ARCH Ins</b> Deductible	<b>\$594,414</b>	\$143,417,106 total values <b>\$10,000 All Perils except</b> <b>1% w/\$50,000 Min Wind/Hail Deductible</b> (Value increase \$5,477,746)
Inland Marine - <b>ARCH Ins</b> Deductible	<b>\$23,376</b>	Scheduled equipment \$1,000 \$16,177,821 (Increase of \$313,261)
EQ Breakdown - <b>Hartford Steam</b> Deductible	<b>\$7,700</b>	Limit \$100,000,000 \$5,000
General Liability - <b>Ascot Ins</b> Deductible	<b>\$21,138</b>	Limit \$500,000 \$0
Empl Benefits - <b>Ascot Ins</b> Deductible	<b>Included</b>	Limit \$500,000 \$1,000
Auto Liability - <b>Ascot Ins</b> Deductible # units	<b>\$110,110</b>	Limit \$500,000 \$2,500 455 (increase of 33 units)
Auto Phys Dmg - <b>Ascot Ins</b> Deductible	<b>\$145,704</b>	\$16,989,247 \$2,500 (Increase of \$3,340,029)
Law Enforcement - <b>Ascot Ins</b> Deductible Occurrence Form	<b>\$216,597</b>	Limit \$1,000,000/2,000,000 \$10,000
Public Officials - <b>Ascot Ins</b> Deductible	<b>\$63,046</b>	Limit \$1,000,000/3,000,000 \$10,000
Employment Practices - <b>Ascot Ins</b> Deductible	<b>Incl</b>	Limit \$1,000,000/2,000,000 \$15,000
Excess Liability - <b>Ascot Ins</b>	<b>\$36,005</b>	Limit \$1,000,000 agg each Law, P Officials, EPLI
Cyber & Crime - <b>Travelers</b>	<b>\$31,577</b>	See detail for Limits Crime Deduct \$5,000; Cyber \$10,000
<b>Total</b>	<b>\$1,249,667</b>	
<b>Option on Property</b>	<b>\$560,121</b>	\$143,417,106 total values <b>(\$34,293 savings) \$10,000 All Perils except</b> <b>1% w/\$250,000 Min Wind/Hail Deductible</b>

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](http://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](mailto:robert.marinelli@tridentpublicrisk.com)

**ALREADY A CLIENT? LOG ON TODAY!**  
Visit [paragoninsgroup.com/trident-public-risk](http://paragoninsgroup.com/trident-public-risk)

45 Nod Road, Avon, CT 06001 800 285 4081

# PROPERTY

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
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

<b><u>Other Perils</u></b>	<b><u>Included/ Excluded</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>	<b><u>Subject to Minimum</u></b>
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.

# PROPERTY

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**Notes:**

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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>
<b>Business Income Coverages</b>		
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
<b>Coverage Modifications</b>		
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

<b><u>Description</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
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

<b><u>Description</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
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>
<b>Golf Course Coverages</b>		
Tee To Green	N/A	N/A
Sprinkler and Underground Wiring	N/A	N/A
Additional Golf Property	N/A	N/A
<b>Optional Coverage</b>		
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 Tanl	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 Tε	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 Tε	933 S College	Italy	TX	1	1970	No
7	3	\$11,582	\$0	RC	Non-Combustible	4000 Gallon Asphalt Tanl	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 Tε	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, Fla	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 4	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
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Total:										\$143,417,106	

Signature:

Date:

# INLAND MARINE

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>	<b><u>Co-Ins (%)</u></b>	<b><u>Valuation</u></b>
<b><u>Computer Systems Coverage</u></b>		\$500	100%	ACV
Computer Equipment (Portable Computers: \$2,500 maximum limit per item)	\$1,957,307			
<b><u>Contractors Equipment</u></b>			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		
<b><u>MISCELLANEOUS PROPERTY</u></b>			N/A	ACV
<b><u>Scheduled Property</u></b>				
Emergency-Fire Equipment	\$11,698	\$1,000		
Watercraft	\$6,500	\$1,000		
<b><u>Blanket Unscheduled Property</u></b>				
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			
<b><u>Unmanned Aircraft</u></b>		\$1,000		
Scheduled Property	\$100,480		N/A	ACV
Blanket Property	\$0		N/A	
Any One Occurrence Total	\$100,480			

<b><u>Additional Exclusions</u></b> <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 MOUNTEDLFCH	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		LFCH 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		LFCH 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	41206765	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 #: SN: 2975 (Board), VIN IRT-112-1548, Trailer-Model #: TSCDA-60, Radar Unit-Model#: MB-9021; 2. 4GM2R1518G1440102 (Trailer), CONTROL #: 44216 (Board), 44230 (Trailer), 44229 (Radar)				\$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)				\$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

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	ZBJB22137	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	CAT0CW16JTL500161	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	1TOHH6XCAG0000135	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

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	DKHCEWBD5005001361	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	<b>\$10,090,068</b>
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
					<b>Subtotal</b>	<b>\$192,268</b>
159	Unmanned Aircraft (Drones)	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	Unmanned Aircraft (Drones)	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	Unmanned Aircraft (Drones)	2023	M30 Intelligent Flight Battery 8@\$329	8 @ \$329 Each	SHERIFF	\$2,632
162	Unmanned Aircraft (Drones)	2023	DroneHardware:CZ1 LP12 Matrice 30 Speaker Spotlight Combo	2 @ \$2,249 each	SHERIFF	\$4,498
163	Unmanned Aircraft (Drones)	2023	M30 Props	2 @ \$49 each	SHERIFF	\$98
164	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Propeller Guards	4 @ \$49 Each	SHERIFF	\$196
165	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Propeller Guards	4 @ \$209 Each	SHERIFF	\$836
166	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Enterprise Speake	4 @ \$159 each	SHERIFF	\$636
167	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Thermal Plu	1581F5FJD22BG00B9JFL	SHERIFF	\$5,998
168	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Thermal Plu	1581F5FJD22BJ00BFPY5	SHERIFF	\$5,998
169	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Thermal Plu	1581F5FJD22BG00B3510	SHERIFF	\$5,998
170	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Thermal Plu	1581F5FJD22BG00B3U8C	SHERIFF	\$5,998

2024 Equipment Schedule

171	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 Propeller	4 @ \$19 each	SHERIFF	\$76
172	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic 3 PRCs Elite/ mavic Mini	1581F4XFC225L0064J3G	SHERIFF	\$906
173	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	Drone Hardware: Mavic Mini 3 w/DJI RC	1581F4XFC226A00770M3	SHERIFF	\$909
174	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	DroneHardware:Mavic Mini 3 Pro Fly More Kit	2 @ \$249 each	SHERIFF	\$498
175	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	Plus DroneHardware:Mavic Mini 3 Prop Guards	2 @ \$22.90 each	SHERIFF	\$46
176	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	Mavic 3 Batteries		SHERIFF	
177	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	3 Mavic 3 PRCs Elite Quad Charge	4 @ \$795 each	SHERIFF	\$3,180
178	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	Enterprise BS 30 Battery Station	2 @ \$800 each	SHERIFF	\$1,600
179	<b>DRONE</b>	Unmanned Aircraft (Drones)	2023	<b>DRONE</b> - AUTEL Model EVO II RTK Series V	1748CHN7922395960	FIRE MARSHALL	<b>\$6,657</b>
				<b>Drones Total</b>			<b>\$74,844</b>
180		Emergency - Fire Equipment		KUBOTA ATV MODEL RTV-X900G-A	458774HU2157	FIRE MARSHALL	<b>\$11,698</b>
181	<b>DRONE</b>	Unmanned Aircraft (Drones)	2020	OJI MATRICE 201 V2 PRO QUADCOPTER / 2X <b>BAT DRONE</b> w/ oji XENMUUSE Z30 CAM/GMBL W/30X OPTICAL ZOOM & EQUIPMENT BATTERIES #		EMER MGMT	<b>\$25,636</b>
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	RNG9B195F798	SHERIFF	\$1,500
					OG722845	<b>Subtotal</b>	<b>\$6,500</b>
		Computer Equipment		Laptop Computer Equipment - Sheriff		SHERIFF	<b>\$1,957,307</b>
		Equipment Borrowed/Leased from Others		Rented/Leased Equipment		RB & SO	<b>\$1,000,000</b>
		Other		Repeaters & Equip incl Cabinet at Ovilla		Ovilla REP	<b>\$473,520</b>
		Voting Machines		Voting Machines		ELECTION	<b>\$2,345,980</b>
				<b>Total Values</b>		<b>Total Values</b>	<b>\$16,177,821</b>

## EQUIPMENT INSURANCE QUOTATION

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### 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
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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
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**The Hartford Steam Boiler Inspection and Insurance Company**

One State Street  
Hartford, Connecticut 06102  
1-833-816-7690



**EQUIPMENT INSURANCE QUOTATION, continued**

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Other Conditions

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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"

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**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**

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### **Additional Quote Information**

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#### **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

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
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

<b><u>Employee Benefits (Claims Made)</u></b>	<b><u>Limit</u></b>
Aggregate Limit	\$500,000
Each Employee Limit	\$500,000
Deductible Each Employee	\$1,000
Retroactive Date	10/1/2024

<b><u>Optional Coverages</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
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

<b><u>Optional Coverages</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
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	
<b>Total Units Quoted</b>	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

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## AUTO COVERAGE CONDITIONS

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### # 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	1FTEW1P48K1D16675	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	1FTER4HH1R1E15921	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

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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	5VNBU1623HT178050	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	1FDF6LT8MIDA15566	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

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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

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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	3GCNWA6H6M340442	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

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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		

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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

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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	3GCPREC6FG447353	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	<b>TAX OFFICE</b>	\$62,512	X	X	X
					\$16,989,247			

# LAW ENFORCEMENT LIABILITY

Occurrence

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
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

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
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

<b><u>Additional Coverages</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
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

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
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

<b><u>Additional Coverages</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
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

<b><u>Standard Coverage</u></b>	<b><u>Limit</u></b>
Each Occurrence, Offense, Accident or Wrongful Act	\$1,000,000
Annual Aggregate	\$1,000,000
<b><i>Underlying Insurance</i></b>	
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
<b>A - Fidelity</b> 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	***See Fidelity*** Not Covered Not Covered	<b>\$5,000</b>	<b>F - Computer Crime</b> 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$1,000,000 Not Covered	\$5,000
<b>B - Forgery or Alteration</b>	\$1,000,000	\$5,000	<b>G - Funds Transfer Fraud</b>	\$1,000,000	\$5,000
<b>C - On Premises</b>	\$100,000	\$5,000	<b>H - Personal Accounts Protection</b> 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
<b>D - In Transit</b>	\$100,000	\$5,000	<b>I - Claim Expense</b>	\$5,000	\$0
<b>E - Money Orders and Counterfeit Money</b>	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
<b>Privacy and Security</b>	\$1,000,000	\$10,000
<b>Payment Card Costs</b>	\$1,000,000	Subject to Privacy and Security Retention
<b>Media</b>	\$1,000,000	\$10,000
<b>Regulatory Proceedings</b>	\$1,000,000	\$10,000
Breach Response	Limit	Retention
<b>Privacy Breach Notification</b>	1,000,000 impacted parties	impacted parties threshold 100
<b>Computer and Legal Experts</b>	\$1,000,000 which is separate from the CyberRisk Aggregate Limit	
<b>Betterment</b>	\$100,000	
<b>Cyber Extortion</b>	\$1,000,000	\$10,000
<b>Data Restoration</b>	\$1,000,000	\$10,000
<b>Public Relations</b>	\$1,000,000	\$10,000
Cyber Crime	Limit	Retention
<b>Computer Fraud</b>	Not Covered	
<b>Funds Transfer Fraud</b>	Not Covered	
<b>Social Engineering Fraud</b>	\$100,000	\$5,000
<b>Telecom Fraud</b>	\$100,000	\$5,000
Business Loss	Limit	Retention
<b>Business Interruption</b>	\$1,000,000	

Continued - next page

<b>Dependent Business Interruption</b>	\$100,000	
<b>Dependent Business Interruption - System Failure</b>	\$100,000	
<b>Dependent Business Interruption - Outsource Provider</b>	\$100,000	
<b>Dependent Business Interruption - Outsource Provider - System Failure</b>	\$100,000	
<b>Reputation Harm</b>	\$250,000	\$5,000
<b>System Failure</b>	\$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 2<sup>nd</sup> 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 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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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: 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 <del>x \$50</del>		\$ 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.

## 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:

**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

## 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.

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:**

<b>Issue RFB</b>	<b>7/15/24 12:00 PM Central Time</b>
<b>Deadline for Questions</b>	<b>7/24/24 12:00 PM Central Time</b>
<b>Deadline for Submission</b>	<b>8/15/24 2:00 PM Central Time</b>

**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](mailto: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](mailto: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

## Exhibit B

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: \_\_\_\_\_

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.

<b>Respondent Name</b>		<b>Authorized Signature</b>	
<b>Respondent Address</b>		<b>Printed Name</b>	
<b>County, State, Zip</b>		<b>Title</b>	
<b>Phone</b>		<b>Date</b>	
<b>Fax</b>		<b><u>Email</u></b>	

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.

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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.

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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.

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**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.

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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.

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- 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.

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- 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.

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- 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 \_\_\_\_\_

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**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.

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Acknowledgement Initials

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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.

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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.

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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

## 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.

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:**

<b>Issue RFB</b>	<b>7/15/24 12:00 PM Central Time</b>
<b>Deadline for Questions</b>	<b>7/24/24 12:00 PM Central Time</b>
<b>Deadline for Submission</b>	<b>8/15/24 2:00 PM Central Time</b>

**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](mailto: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](mailto: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.

<b>Respondent Name</b>		<b>Authorized Signature</b>	
<b>Respondent Address</b>		<b>Printed Name</b>	
<b>County, State, Zip</b>		<b>Title</b>	
<b>Phone</b>		<b>Date</b>	
<b>Fax</b>		<b><u>Email</u></b>	

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: \_\_\_\_\_

**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.

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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.

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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.

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**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.

---

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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.

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- 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.

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- 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.

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- 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 \_\_\_\_\_

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**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.

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).

## 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.

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Acknowledgement Initials

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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
		<b>72.44</b>		<b>17.78</b>	<b>26.67</b>	<b>28.00</b>

**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](mailto: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

<b>Company and Proposal Information for Uploading</b>	Proposal.pdf
Proposal	
<b>Certificate of Insurance</b>	care star certificates of insurance.pdf
Current sample of certificate of insurance.	
<b>Cooperative Purchase Form</b>	Cooperative Purchase Form (1) (1).pdf
<b>Signed Debarment Certification Form</b>	Debarment Certification (1) (1).pdf
<b>Completed Conflict of Interest Questionnaire</b>	FORM CIQ Effective 1-1-2021 (2) (1).pdf
<b>Completed HB 89 Form</b>	HB 89 Form (1) (1).pdf
<b>Completed SB252 Form</b>	SB252 Certification Form (1).pdf
<b>Completed Certificate of Interested Parties 1295 Form</b>	2024-08-07 12-35.pdf
Use solicitation number for the form	
<b>Contract</b>	RFB 2024-008 Contract with Special Terms and Conditions (2).pdf
Signed Contract	

## Bid Attributes

<b>1</b>	<b>Ellis County Standard Terms and Conditions</b> Acknowledge by checkbox <input checked="" type="checkbox"/> I have read and understand these T&C s
----------	--

<b>2</b>	<b>Drug Free Work Place</b> Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement
----------	---

<b>3</b>	<b>SB252 Certification Form</b> Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement
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<b>4</b>	<b>Liability Insurance Requirements</b> Acknowledge with checkbox and provide a certificate upon bid / proposal submission. <input checked="" type="checkbox"/> I have read and understand this requirement
----------	---

<b>5</b>	<b>HB 89 Form</b> Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement
----------	---

<b>6</b>	<b>Form CIQ</b> 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
----------	---

<b>7</b>	<b>Debarment Certification</b> Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement
----------	--

<b>8</b>	<b>Cooperative Purchase Form</b> Is your company willing to participate in this Cooperative Purchase program with Ellis County?  "yes" or "no" will suffice. <input type="text" value="Yes"/>
----------	---

<b>9</b>	<b>Certificate of Interested Parties</b> Acknowledge with checkbox <input checked="" type="checkbox"/> I have read and understand this requirement
----------	--

**Bid Lines**

<b>1</b>	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](mailto: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](mailto: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

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**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:**

<b>Issue RFP</b>	<b>7/8/24 12:00 PM Central Time</b>
<b>Deadline for Questions</b>	<b>7/18/24 12:00 PM Central Time</b>
<b>Deadline for Submission</b>	<b>8/8/24 2:00 PM Central Time</b>

**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.**

**RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS**

**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**

<b>CRITERIAN ONE: Price</b>	<b>20 Points</b>
<b>CRITERIAN TWO: Quality of Diagnostic Impression and Recommendations</b>	<b>40 Points</b>
<b>CRITERIAN THREE: Qualifications and Experience</b>	<b>40 Points</b>

**6. INVOICES**

Invoices shall be sent directly to the Ellis County, Attention: [AccountsPayable@co.ellis.tx.us](mailto: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

**RFP-2024-008 BEHAVIORAL HEALTH ASSESSEMENTS**

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 2<sup>nd</sup> 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

- 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.

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:**

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 sq*

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:**

<b>Issue RFB</b>	<b>7/15/24 12:00 PM Central Time</b>
<b>Deadline for Questions</b>	<b>7/24/24 12:00 PM Central Time</b>
<b>Deadline for Submission</b>	<b>8/15/24 2:00 PM Central Time</b>

**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](mailto: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](mailto: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.

<b>Respondent Name</b>		<b>Authorized Signature</b>	
<b>Respondent Address</b>		<b>Printed Name</b>	
<b>County, State, Zip</b>		<b>Title</b>	
<b>Phone</b>		<b>Date</b>	
<b>Fax</b>		<b><u>Email</u></b>	

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.

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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.

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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.

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**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.

---

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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.

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- 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.

---

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- 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.

---

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- 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 \_\_\_\_\_

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**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.

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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 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.

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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 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.

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Acknowledgement Initials

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Date

## Exhibit B

### Standard Terms & Conditions

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2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;
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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.
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- 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.

**THE STATE OF TEXAS**  
**COUNTY OF ELLIS**

§  
§  
§

**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:**

<b>Issue RFB</b>	<b>7/15/24 12:00 PM Central Time</b>
<b>Deadline for Questions</b>	<b>7/24/24 12:00 PM Central Time</b>
<b>Deadline for Submission</b>	<b>8/15/24 2:00 PM Central Time</b>

**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](mailto: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](mailto: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.

<b>Respondent Name</b>		<b>Authorized Signature</b>	
<b>Respondent Address</b>		<b>Printed Name</b>	
<b>County, State, Zip</b>		<b>Title</b>	
<b>Phone</b>		<b>Date</b>	
<b>Fax</b>		<b><u>Email</u></b>	

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.

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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.

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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.

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**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.

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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.

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- 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.

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- 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.

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- 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 \_\_\_\_\_

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**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.

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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 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.

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.

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Acknowledgement Initials

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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.

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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.
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.
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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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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:

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**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.**

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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.
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- 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.

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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.
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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 2<sup>nd</sup> 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](http://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](http://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.

<b>Organization</b>	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.		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Billing Contact</b>	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 #)		
<b>Contract Contact</b>	Email	
Phone	Ext.	Fax
<b>Project Contact</b>	Email	
Phone	Ext.	Fax

# 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 2<sup>nd</sup> 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: 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?

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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

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 2<sup>nd</sup> 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: 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](mailto:CCS@county.org).

### PACKAGE PLANS

**Current Plan:** Package 1

	Medical Only	Med + Rx	Medicare Advantage
<b>Current Rates:</b>	\$279.08	\$553.15	\$374.85
<b>New Rates:</b> (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"/> <b>Package 2</b> <ul style="list-style-type: none"> <li>• <b>Medical Only:</b> \$155.45</li> <li>• <b>Med+Rx:</b> \$242.33</li> <li>• <b>MedAdvantage:</b> \$305.52</li> </ul> | <input type="checkbox"/> <b>Package 3</b> <ul style="list-style-type: none"> <li>• <b>Medical Only:</b> \$255.43</li> <li>• <b>Med+Rx:</b> \$515.82</li> <li>• <b>MedAdvantage:</b> \$305.52</li> </ul> |
|---|---|

\_\_\_\_\_ 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

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**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

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**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 2<sup>nd</sup> 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?  (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).**

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**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