

14,950(a)

MEMORANDUM OF UNDERSTANDING

Hunt County and Texas Department of Transportation Partnership
FM 2642 Improvements from FM 35 to SH 66

FILED FOR RECORD
at 12:16 o'clock P M

JAN 23 2018

JENNIFER LINDENZWEIG
County Clerk Hunt County, TX
By: *[Signature]*

This memorandum of understanding (MOU) is intended to outline the agreement regarding the funding and implementation strategy for the FM 2642 project from FM 35 to SH 66.

I. BACKGROUND

The Hunt County Commissioners' Court authorized the design of FM 2642 in July 2017 as part of the 2016 Transportation Bond Program. The County's engineering consultant, Freese and Nichols, Inc. ("FNI"), is actively working on the schematic design and environmental documentation for the project.

II. TERMS OF THE AGREEMENT

Through this document, the parties hereby state the terms of the agreement and concur with the resulting commitments made as a part of this funding and implementation strategy.

Hunt County will continue to be the Lead Agency for the Schematic and Initial Design for the FM 2642 project. As part of this phase of the design and engineering of the project, FNI will not only complete the schematic and initial design work, but will also work on the environmental aspects of the FM 2642 project. Hunt County has completed the survey, Level "B" subsurface utility investigation (SUE), and traffic counts for the project. As part of its obligation to complete the Schematic and Initial Design of the FM 2642 project, Hunt County will provide the following documents:

- Design Summary Report
- Drainage Design Report
- Traffic Intersection Study
- Environmental Scoping Document and Technical Reports
- Roadway Cross Sections
- Plan and Profile Design Schematic Exhibit

Effective with completion of the Schematic and Initial Design of the FM 2642 project, TxDOT will become the Lead Agency and take over the PS&E design tasks for the project. TxDOT will remain the Lead Agency and be responsible for right-of-way acquisition, utility relocation, and construction of the FM 2642 project.

III. IMPLEMENTATION STRATEGY, RESPONSIBILITIES, AND TIMING

Hunt County is actively working on the Schematic Design and Environmental Clearance for FM 2642. Below are estimated start and completion dates for the remaining phases of the project. These estimated time frames should be considered as background information and are not intended as binding conditions of the agreement.

FM 2642 Implementation Schedule

Phase	Start Date	Completion Date	Responsible Agency
Schematic	July 2017	February 2018	Hunt County
Environmental	July 2017	August 2018	Hunt County
PS&E Design	March 2018	March 2019	TxDOT
Right-of-way	September 2018	September 2019	TxDOT
Utility Relocations	January 2019	January 2020	TxDOT
Construction	May 2020	May 2020	TxDOT
Contract Letting			

IV. SIGNATURE OF AGREEMENT

This agreement is contingent upon approval of the terms outlined herein by the policy of each party, including approval by the Hunt County Commissioners' Court acting on a recommendation from the Hunt County Transportation Steering Committee.

 Judge John Horn, Hunt County

 Date

 Noel Paramanatham, P.E., Paris District Engineer
 Texas Department of Transportation

 Date

RESOLUTION NO. #14,950(b)

FILED FOR RECORD
at 12:16 o'clock P M

JAN 23 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

A RESOLUTION OF HUNT COUNTY TEXAS, APPROVING AN AGREEMENT BETWEEN THE COUNTY AND THE STATE OF TEXAS ENTITLED "AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)," AUTHORIZING COUNTY JUDGE TO SIGN THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, the Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on State Highway 276 from 0.5 Mile West of FM 36 to SH 34, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project;

WHEREAS, Hunt County desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System; and

WHEREAS, Hunt County Commissioners Court believes that entering a fixed price joint participation agreement is in the best interest of the citizens of Hunt County, and will benefit their health, safety and welfare; and

NOW THEREFORE, the Commissioners Court of Hunt County does resolve:

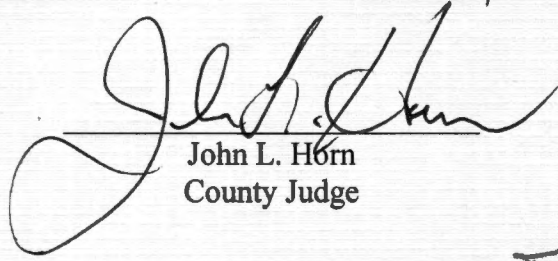
SECTION 1. The attached agreement entitled "Agreement to Contribute Right of Way Funds (Fixed Price)" is hereby approved;


SECTION 2. The County Judge is hereby authorized and directed to execute this resolution and the attached Agreement.

SECTION 3. This Resolution shall be effective immediately upon approval.

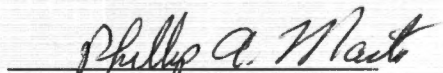
SECTION 4. It is hereby officially found and determined the meeting at which this resolution was passed was open to the public as required by law.

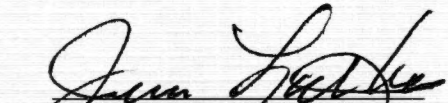
PASSED AND APPROVED this the 23 day of January, 2018.


John L. Horn
County Judge

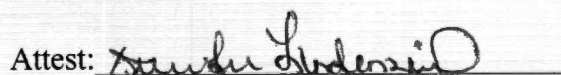

Eric Evans, Precinct 1


Tod McMahan, Precinct 2


Phillip Martin, Precinct 3


Jim Latham, Precinct 4



Attest: 
Jennifer Lindenzweig, County Clerk

County Hunt
District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration,
Not Research and Development

#14,950(b)

FILED FOR RECORD
at 12:16 o'clock P M
JAN 23 2016
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Hunt, Texas, acting through its duly authorized officials (the "Local Government").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on State Highway 276 from 0.5 Mile West of FM 36 to SH 34, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated January 23 2018, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Hunt
District Paris
ROW CSJ # 1290-07-002
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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 1. site conditions change;
 2. work requested by the Local Government is ineligible for federal participation; or
 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Hunt
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

John L. Horn
Typed or Printed Name

County Judge
Title

January 23, 2018
Date

THE STATE OF TEXAS

Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

Date

County Hunt
District Paris
ROW CSJ # 1290-07-002
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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

County Hunt
District Paris
ROW CSJ # 1290-07-002
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**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**

INDEX OF SHEETS	DESCRIPTION
SHEET NO.	TITLE SHEET
1	CONTROL SHEET
2	ROW PLAN SHEETS
3 - 15	



STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
RIGHT OF WAY PROJECT

STATE HIGHWAY 276

HUNT COUNTY

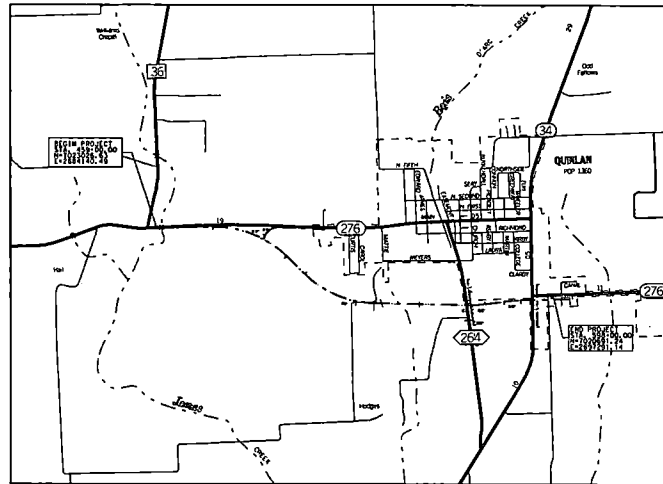
RIGHT OF WAY CSJ = HUNT COUNTY 1290-07-002
CONSTRUCTION) CSJ = HUNT COUNTY 1290-07-001
LIMITS FROM: FM 36
TO: STATE HIGHWAY 34 IN QUINLAN
NET LENGTH OF PROJECT = 2.633 MILES

RIGHT OF WAY MAP STATE HIGHWAY 276 STA. TO STA.					
FED. ROAD DIV. NO.	STATE	FEDERAL PROJECT NO.		SHEET NO.	
6	TEXAS			1	
STATE DIST. NO.	COUNTY	HMT. NO.		STATE HIGHWAY 276	
	HUNT				
RIGHT OF WAY			CONSTRUCTION		
CONT.	SECT.	JOB	CONT.	SECT.	JOB
1290	07	002	1290	07	001

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, EPOCH 2010. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00012.

VICINITY MAP

UTILITIES LOCATED WITHIN PROJECT LIMITS		
UTILITY COMPANY	BEGIN STA.	END STA.



SCALE 1" = 200 FT. (22 X 34 SHEET)
1" = 400 FT. (11 X 17 SHEET)

LEGEND	
EXISTING ROW	— R —
PROPERTY LINE	— P —
PROPOSED ROW	— S —
SURVEY LINE	— S —
PROPOSED ACCESS DENIAL LINE	— A —
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 5/8" IRON ROD WITH ALUMINUM CAP STAMPED TxDOT (MAY BE REPLACED BY A TxDOT TYPE II MONUMENT)	■
SET 5/8" IRON ROD WITH ALUMINUM CAP STAMPED TDDOT	●
SET 5/8" IRON ROD WITH TxDOT ALUMINUM CAP STAMPED "AD" FOUND (AS NOTED)	□
SET 5/8" IRON ROD WITH CAP STAMPED "ULTRA" (UNLESS NOTED OTHERWISE)	⊙
CONTROLLING MONUMENT	CM
D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY TEXAS	
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY TEXAS	
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY TEXAS	

THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

SURVEYED ON THE GROUND AUGUST 2017

NO EXCEPTIONS, EQUATIONS,
RAIL ROAD CROSSINGS OR STATE EQUATIONS

RECOMMENDED FOR ACQUISITION
DISTRICT SURVEYOR OR ROW ADMINISTRATOR DATE

RECOMMENDED FOR ACQUISITION
AREA ENGINEER OR DESIGN ENGINEER DATE

FINAL APPROVAL
ACQUISITION COMPLETE
DISTRICT ENGINEER DATE

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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County Hunt
 District Paris
 ROW CSJ # 1290-07-002
 CCSJ # 1290-07-002
 Federal Project #
 CDFA Title: Highway Planning & Construction
 FHWA CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

**Standard Agreement to Contribute
 State Performs Work
 Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$1,701,680.00	90%	\$1,531,512.00	10%	\$170,168.00
Reimbursable Utility Adjustments	\$1,814,375.00	90%	\$1,632,937.50	10%	\$181,437.50
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$3,516,055.00	90%	\$3,164,449.50	10%	\$351,605.50

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

FILED FOR RECORD
at 12:16 o'clock P M

JAN 23 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

RESOLUTION NO. #14.950 (c)

A RESOLUTION OF HUNT COUNTY TEXAS, AUTHORIZING PAYMENT OF \$351,605.50 IN FUNDING OBLIGATIONS OF HUNT COUNTY UNDER AGREEMENT BETWEEN THE COUNTY AND THE STATE OF TEXAS ENTITLED "AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)," AUTHORIZING COUNTY JUDGE TO SIGN ANY DOCUMENTS NECESSARY TO AFFECT THE TRANSFER, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court previously approved on Tuesday, January 23, 2018, an agreement between the County and the State entitled "Agreement to Contribute Right of Way Funds (Fixed Price)" pursuant to Texas Transportation Code §§ 201.103, 222.052, and 201.209 related to certain highway improvements on State Highway 276 from 0.5 Mile West of FM 36 to SH 34 (the "Agreement");

WHEREAS, the Agreement includes the payment of \$351,605.50 to the State to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System; and

WHEREAS, Hunt County Commissioners Court believes payment of those funds is in the best interest of the citizens of Hunt County, and will benefit their health, safety and welfare; and

NOW THEREFORE, the Commissioners Court of Hunt County does resolve:

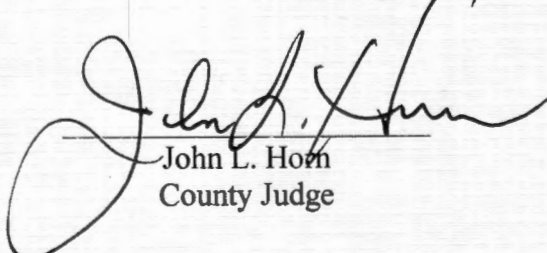
SECTION 1. Payment of \$351,605.50 should issue to the parties and at the locations described in the Agreement;

SECTION 2. The County Judge is hereby authorized and directed to execute this resolution and any other documents necessary to affect the transfer of \$351,605.50.

SECTION 3. This Resolution shall be effective immediately upon approval.

SECTION 4. It is hereby officially found and determined the meeting at which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 23 day of JANUARY 2018.



John L. Horn
County Judge

Eric Evans
Eric Evans, Precinct 1

Tod McMahan
Tod McMahan, Precinct 2

Phillip Martin
Phillip Martin, Precinct 3

Jim Latham
Jim Latham, Precinct 4



Attest: Jennifer Lindenzweig
Jennifer Lindenzweig, County Clerk



1119 Alamo • Commerce • Texas 75428
(903) 886-1100 • FAX (903) 886-8929 www.commercetx.org

14,950 (a)

January 17, 2018

FILED FOR RECORD
at 12:16 o'clock P M

JAN 23 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

To the Hunt County Transportation Steering Committee,

As we discussed at the meeting yesterday, on September 19, 2017 the Commerce City Council authorized me to voice their support for efforts to implement the recommendations of the Toole Design Group. Then on November 21, 2017, the City Council formally adopted the plans proposed by the Toole Design Group as a guiding document for future development in the City of Commerce.

Consistent with the conversation during the meeting, we believe it is in the best interest of our City to remove the SH 24 loop by-pass feasibility study from the project list and to reallocate the associated funds for the implementation of the Toole Design Group plans for SH 24 and SH 11 (Culver Street). We would also like to request that the funding for design and construction of the safety and grade separation project along SH 24 and SH 11 be used for implementation of this project as envisioned in the Re-Imagine Commerce proposal. This should result in \$5,357,000 of Hunt County, state and federal funds to be used for implementation of these safety and capacity projects as proposed in the stakeholder-driven proposals of the Toole Design Group.

We appreciate your support in our efforts to facilitate continued growth and development in Commerce, and we look forward to continuing to work with you on these and other projects.

Thank you,

A handwritten signature in black ink, appearing to read 'Darrek Ferrell'.

Darrek Ferrell
City Manager

County Hunt
District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

#14,950(6)

STATE OF TEXAS §

COUNTY OF TRAVIS §

FILED FOR RECORD
JAN 23 2018
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Hunt, Texas, acting through its duly authorized officials (the "Local Government").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

0.042 Miles East

WHEREAS, the State has deemed it necessary to make certain highway improvements on State Highway 276 from 0.5 Mile West of FM 36 to SH 34, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated January 23, 2018 which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

FILED FOR RECORD
at 10:30 o'clock

MAR 20 2018
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

County Hunt
District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

1. site conditions change;
2. work requested by the Local Government is ineligible for federal participation; or
3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

County Hunt
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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
 - E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
 - F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
 - G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.
4. **Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

County Hunt
District Paris
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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
County Judge	Director of Right of Way Division
Hunt County Courthouse	Texas Department of Transportation
2507 Lee St, 2 nd Floor	125 E. 11 th Street
Greenville, Texas 75401	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

County Hunt
District Paris
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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

County Hunt
District Paris
ROW CSJ # 1290-07-002
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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

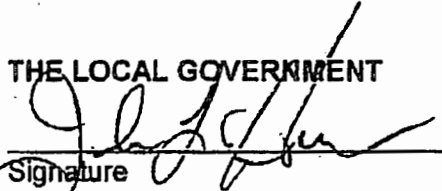
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Hunt
District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature



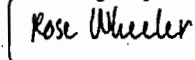
John L. Horn
Typed or Printed Name

County Judge
Title

January 23, 2018
Date

For:

THE STATE OF TEXAS



Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

Date

County Hunt
District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
Federal Project #: _____
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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

RECORDED
at 12:16 o'clock P.M.

JAN 23 2018

JENNIFER LINDE NEWEIG
County Clerk, HUNT COUNTY, TX
By: *J. Neweig*

RESOLUTION NO. 14,950 (b)

A RESOLUTION OF HUNT COUNTY TEXAS, APPROVING AN AGREEMENT BETWEEN THE COUNTY AND THE STATE OF TEXAS ENTITLED "AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)," AUTHORIZING COUNTY JUDGE TO SIGN THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, the Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on State Highway 276 from 0.5 Mile West of FM 36 to SH 34, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project;

WHEREAS, Hunt County desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System; and

WHEREAS, Hunt County Commissioners Court believes that entering a fixed price joint participation agreement is in the best interest of the citizens of Hunt County, and will benefit their health, safety and welfare; and

NOW THEREFORE, the Commissioners Court of Hunt County does resolve:

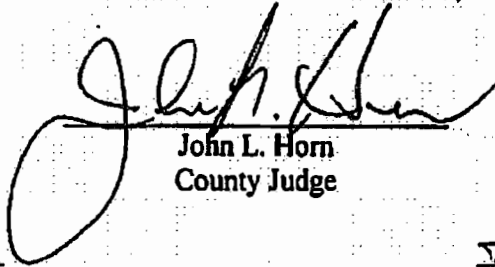
SECTION 1. The attached agreement entitled "Agreement to Contribute Right of Way Funds (Fixed Price)" is hereby approved;

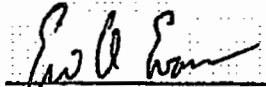
SECTION 2. The County Judge is hereby authorized and directed to execute this resolution and the attached Agreement.

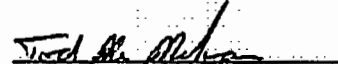
SECTION 3. This Resolution shall be effective immediately upon approval.

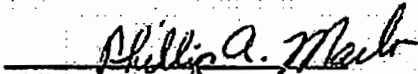
SECTION 4. It is hereby officially found and determined the meeting at which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 23 day of JANUARY, 2018.

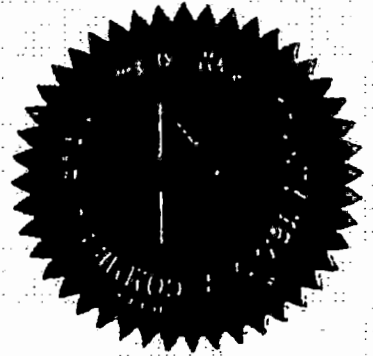

John L. Horn
County Judge

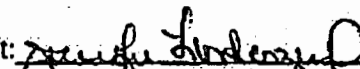

Eric Evans, Precinct 1


Tod McMahan, Precinct 2


Phillip Martin, Precinct 3


Jim Latham, Precinct 4



Attest: 
Jennifer Lindenzweig, County Clerk

FILED FOR RECORD
at 12:14 o'clock P M

JAN 23 2018

JENNIFER LINDENEWEIG
County Clerk Hunt County, TX
By: *[Signature]*

RESOLUTION NO. #14,950 (c)

A RESOLUTION OF HUNT COUNTY TEXAS, AUTHORIZING PAYMENT OF \$351,605.50 IN FUNDING OBLIGATIONS OF HUNT COUNTY UNDER AGREEMENT BETWEEN THE COUNTY AND THE STATE OF TEXAS ENTITLED "AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)," AUTHORIZING COUNTY JUDGE TO SIGN ANY DOCUMENTS NECESSARY TO AFFECT THE TRANSFER, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court previously approved on Tuesday, January 23, 2018, an agreement between the County and the State entitled "Agreement to Contribute Right of Way Funds (Fixed Price)" pursuant to Texas Transportation Code §§ 201.103, 222.052, and 201.209 related to certain highway improvements on State Highway 276 from 0.5 Mile West of FM 36 to SH 34 (the "Agreement");

WHEREAS, the Agreement includes the payment of \$351,605.50 to the State to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System; and

WHEREAS, Hunt County Commissioners Court believes payment of those funds is in the best interest of the citizens of Hunt County, and will benefit their health, safety and welfare; and

NOW THEREFORE, the Commissioners Court of Hunt County does resolve:

SECTION 1. Payment of \$351,605.50 should issue to the parties and at the locations described in the Agreement;

SECTION 2. The County Judge is hereby authorized and directed to execute this resolution and any other documents necessary to affect the transfer of \$351,605.50.

SECTION 3. This Resolution shall be effective immediately upon approval.

SECTION 4. It is hereby officially found and determined the meeting at which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 23 day of January 2018.

[Signature]
John L. Flom
County Judge

Eric Evans
Eric Evans, Precinct 1

Tod McMahan
Tod McMahan, Precinct 2

Phillip A. Martin
Phillip Martin, Precinct 3

Jim Latham
Jim Latham, Precinct 4



Attest: Jennifer Lindenzweig
Jennifer Lindenzweig, County Clerk

County Hunt
District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

County Hunt
District Paris
ROW CSJ # 1290-07-002
CCSJ # 1290-07-001
Federal Project #: _____
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CFDA # 20.205
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County Hunt
 District Paris
 ROW CSJ # 1290-07-002
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**Standard Agreement to Contribute
 State Performs Work
 Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$1,701,680.00	90%	\$1,531,512.00	10%	\$170,168.00
Reimbursable Utility Adjustments	\$1,814,375.00	90%	\$1,632,937.50	10%	\$181,437.50
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$3,516,055.00	90%	\$3,164,449.50	10%	\$351,605.50

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

County Hunt
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ROW CSJ # 1290-07-002
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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway