

**TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** ELLIS CO. SHERIFF'S OFFICE  
**Reporting Date:** 01/27/2015  
**TCOLE Agency Number:** 139100  
**Chief Administrator:** JOHNNY D. BROWN  
**Agency Contact Information:** Phone: 972-825-4921

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

**Certification to This Report 2.132 (Tier 1) – Partial Exemption**

**Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling**

ELLIS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the ELLIS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **JOHNNY D. BROWN**

Chief Administrator

ELLIS CO. SHERIFF'S OFFICE

Date: 01/27/2015

**ELLIS CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling  
Information**

**Number of motor vehicle stops:**

1. 748 citation only
2. 42 arrest only
3. 10 both
4. 800 Total (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

- 5 125 African
6. 4 Asian
7. 469 Caucasian
8. 192 Hispanic
9. 6 Middle Eastern
10. 4 Native American
11. 800 Total (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

12. 14 Yes
13. 786 No
14. 800 Total (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

15. 54 Yes
16. 746 No
17. 800 Total (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

18. 18 Yes
19. 36 No
20. 54 Total (must equal line 15)

## TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** ELLIS CO. CONST. PCT. 2  
**Reporting Date:** 01/28/2015  
**TCOLE Agency Number:** 139102  
**Chief Administrator:** TERRY L. NAY  
**Agency Contact Information:** Phone: 972-825-5027  
 Email: [terry.nay@atl.net](mailto:terry.nay@atl.net)  
 Mailing Address:  
 ELLIS CO. CONST. PCT. 2  
 701 S. I-35 E  
 Waxahachie, TX 75165

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

### Certification to This Report 2.132 (Tier 1) – Partial Exemption

#### Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

ELLIS CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the ELLIS CO. CONST. PCT. 2 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the ELLIS CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. CONST. PCT. 2's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **TERRY L. NAY**

Chief Administrator

ELLIS CO. CONST. PCT. 2

Date: 01/28/2015

**ELLIS CO. CONST. PCT. 2 Motor Vehicle Racial Profiling Information**

**Number of motor vehicle stops:**

- 1. **427** citation only
- 2. **0** arrest only
- 3. **0** both
- 4. **427 Total** (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

- 5. **40** African
- 6. **0** Asian
- 7. **386** Caucasian
- 8. **1** Hispanic
- 9. **0** Middle Eastern
- 10. **0** Native American
- 11. **427 Total** (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

- 12. **0** Yes
- 13. **427** No
- 14. **427 Total** (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

- 15. **9** Yes
- 16. **418** No
- 17. **427 Total** (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

- 18. **9** Yes
- 19. **0** No
- 20. **9 Total** (must equal line 15)

A4

**ELLIS COUNTY INVESTMENT REPORT  
4th QUARTER 2014**

**Cheryl Chambers – Ellis County Treasurer  
February 9, 2015**

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**Carol Bush, County Judge**

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**Dennis Robinson, Commissioner Pct. 1**

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**Lane Grayson, Commissioner Pct. 2**

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**Paul Perry, Commissioner Pct. 3**

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**Kyle Butler, Commissioner Pct. 4**

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## Summary

This report is submitted in accordance with Government Code 2256.023. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity, and yield.

This investment report is prepared according to generally accepted accounting principles. All of the County's investments are in full compliance with the Ellis County Investment Policy as passed by the Ellis County Commissioner's Court on December 12, 2011 and reviewed on January 12, 2015.

Although the Levee Districts are not funds of Ellis County, they are reported here for a total picture of funds managed by the Ellis County Treasurer.

Sincerely,

A handwritten signature in black ink, appearing to read "Cheryl Chambers". The signature is written in a cursive, flowing style.

Cheryl Chambers, C.C.T., C.I.O.  
Ellis County Treasurer  
Investment Officer for Ellis County

MONTH END BALANCES FOR INVESTMENTS

DECEMBER, 2014

ACCOUNT NAME	GO	BLIND#	COMERIDA	FUNDS MANAGEMENT	GUTWATER TEXAS REAS	FORESTAR	TEXROCK	TEXSTAR	TEXAS IERN	TOTAL				
GENERAL	1	\$	101,044.20		\$	4,755,281.90	\$	125,985.00	\$	217,941.97	\$	1,755,015.87	\$	7,059,702.15
GENL	3	\$			\$	57,567.15	\$	61,096.49	\$		\$	218,869.24	\$	371,962.09
RISK	4	\$			\$	20,096.11	\$	42,214.18	\$		\$	31,437.49	\$	254,127.68
RISK	5	\$			\$	179,891.07	\$	262,559.28	\$		\$	133,080.42	\$	681,819.71
RISK	6	\$			\$	42,884.95	\$	48,385.13	\$		\$	7,383.44	\$	108,880.22
ADULT PROTECTION	7	\$			\$	864,199.77	\$		\$		\$		\$	864,199.77
ADULT PROTECTION	8	\$			\$	24,329.91	\$	875,262.01	\$		\$		\$	899,591.92
EMR	9	\$			\$	88,164.23	\$		\$	255.03	\$	10,238.48	\$	128,376.68
EMR	10	\$			\$	140,872.34	\$	40,918.80	\$	70,733.21	\$	22,925.97	\$	275,250.32
EMR	11	\$			\$	235,834.01	\$	50,817.04	\$	32,877.96	\$	145,517.81	\$	465,048.82
EMR	12	\$			\$	364,335.80	\$	98,028.08	\$	38,568.47	\$	117,309.40	\$	618,241.85
CATERAL REALE	13	\$			\$		\$		\$		\$		\$	
CONS DO COURT TECH	14	\$			\$		\$		\$		\$		\$	
INSTRUC EX TECH	15	\$			\$		\$		\$		\$		\$	
DO ARCHIVES REG MAT	16	\$			\$		\$		\$		\$		\$	
JURY	17	\$			\$		\$	22,028.87	\$		\$		\$	22,028.87
RETI INCORP	18	\$			\$		\$	1,844,532.84	\$	419.83	\$		\$	1,844,952.47
LAW LIBRARY	19	\$			\$		\$	37,942.73	\$		\$		\$	37,942.73
TRUSTS & ETRUST	20	\$			\$		\$		\$		\$		\$	
RELIASIT	21	\$			\$		\$		\$		\$		\$	
CEASARHIVES	22	\$			\$		\$		\$		\$		\$	
ROWAVAKABLE	23	\$			\$		\$	119,888.48	\$	847,189.47	\$		\$	847,189.47
PRE MARSHALL SPECI	24	\$			\$		\$		\$		\$		\$	
RIGHT OR WAY 2008	25	\$			\$		\$		\$		\$		\$	
DO REGOROUS TECH	26	\$			\$		\$		\$		\$		\$	
TRUST	27	\$	192,912.33		\$		\$		\$		\$		\$	
TRUST	28	\$			\$		\$		\$		\$		\$	
TRUST	29	\$			\$		\$		\$		\$		\$	
TRUST	30	\$			\$		\$		\$		\$		\$	
TRUST	31	\$			\$		\$		\$		\$		\$	
TRUST	32	\$			\$		\$		\$		\$		\$	
TRUST	33	\$			\$		\$		\$		\$		\$	
COURT RECD PROB SHI	34	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	35	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	36	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	37	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	38	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	39	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	40	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	41	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	42	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	43	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	44	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	45	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	46	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	47	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	48	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	49	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	50	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	51	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	52	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	53	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	54	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	55	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	56	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	57	\$			\$		\$		\$		\$		\$	
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ELIQUIN ADMIN FEE	59	\$			\$		\$		\$		\$		\$	
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ELIQUIN ADMIN FEE	142	\$			\$		\$		\$		\$		\$	
ELIQUIN ADMIN FEE	143	\$			\$		\$		\$					

**INVESTMENTS LISTED BY ENTITY / YIELD**

**4TH QTR 2014**

	<b>Total Invested</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>
<b>COMERICA BANK</b>	\$ 293,956.53	0.2000%	0.2000%	0.2000%
<b>FUNDS MANAGEMENT GROUP</b>	\$ -	0.0300%	0.0300%	0.0300%
<b>GUTWATER (TEXAS CLASS)</b>	\$ 429,848.91	0.1000%	0.1000%	0.1000%
<b>LONESTAR POOL CORPORATE/GOVERN</b>	\$ 15,027,386.66	.1135%/.0481%	.1140%/.0488%	.1222%/.0605%
<b>TEXPOOL</b>	\$ 335,467.86	0.0285%	0.0308%	0.0430%
<b>TEXSTAR</b>	\$ 2,692,790.76	0.0385%	0.0387%	0.0501%
<b>TEXAS TERM</b>	\$ 2,344,522.09	0.0600%	0.0600%	0.0700%
	<b>\$ 21,123,972.81</b>			

## **COMERICA BANK**

**Comerica Bank is a subsidiary of Comerica Incorporated. Comerica Incorporated is a financial services company headquartered in Dallas, Texas, strategically aligned into three major business segments: The Business Bank, The Retail Bank, and Wealth & Institutional Management. Comerica Bank has a Standard & Poor's rating of A. Comerica Bank serves as the Bank Depository for Ellis County and works closely with the County Treasurer to reduce costs. The Money Market accounts are FDIC insured up to the \$250,000.00 limit. If the amount invested exceeds the FDIC limit, the funds are covered by collateralization.**

**ELLIS COUNTY INVESTMENTS WITH COMERICA BANK**

Market Value = Book Value

ACCOUNT NAME	COUNTY	COMERICA	
	FUND #	SEPTEMBER 30, 2014	DECEMBER 31, 2014
GENERAL	1	\$ 100,993.28	\$ 101,044.20
RB#1	3	\$ -	\$ -
RB#2	4	\$ -	\$ -
RB#3	5	\$ -	\$ -
RB#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ -	\$ -
FM#2	10	\$ -	\$ -
FM#3	11	\$ -	\$ -
FM#4	12	\$ -	\$ -
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUDGE OF TECH	15	\$ -	\$ -
DC ARCHIVES REG MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REG MGMT	21	\$ -	\$ -
CO ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ 192,815.11	\$ 192,912.33
RD#5	28	\$ -	\$ -
RD#10	29	\$ -	\$ -
DA GEN PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REG/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC PRES 01/2008	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN FEE	36	\$ -	\$ -
SERIES 3398/78	37	\$ -	\$ -
SERIES 07 1&3	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HDDA	41	\$ -	\$ -
SHERIFF RED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ 293,808.39	\$ 293,956.53

## **FUNDS MANAGEMENT GROUP**

**Funds Management Group, Inc. provides a full array of investment services to investors of public funds in Texas. Ellis County participates in Cash Account Trust, an SEC registered and regulated money market mutual fund, created explicitly for public funds in 1990. CAT is designed to maximize safety and security of invested principal and daily liquidity by investing only in US Treasury and Federal Agency securities (and repurchase agreements on same). The principals of FMGI, Bob Ross and Joan Alexander, have each been involved with banking and investments for public entities for over 35 years. Ross participated in the creation of CAT (originally named Investors Cash Trust). Other services of FMGI include bond underwriting, bond sale re-investment, general public finance, and depository contract advice.**

**ELLIS COUNTY INVESTMENTS WITH FUNDS MANAGEMENT GROUP**

Market Value = Book Value

ACCOUNT NAME	COUNTY	CAT	
	FUND #	SEPTEMBER 30, 2014	DECEMBER 31, 2014
GENERAL	1	\$ -	\$ -
RB#1	3	\$ 6,008.13	\$ -
RB#2	4	\$ 2,156.45	\$ -
RB#3	5	\$ 2,322.86	\$ -
RB#4	6	\$ 4,817.68	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ 10,576.59	\$ -
FM#1	9	\$ -	\$ -
FM#2	10	\$ -	\$ -
FM#3	11	\$ -	\$ -
FM#4	12	\$ -	\$ -
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REG MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PEEM IMPROVE	18	\$ 13,485.42	\$ -
LAW LIBRARY	19	\$ 45,065.15	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REG MGMT	21	\$ -	\$ -
GC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ 109,495.91	\$ -
RD#6	28	\$ -	\$ -
RD#16	29	\$ 74,618.04	\$ -
DA CHK PROCESS	30	\$ 34,629.53	\$ -
DA DRUG FORF	31	\$ 196,378.86	\$ -
GEN REG/PRESER	32	\$ 146,119.56	\$ -
QH SECURITY	33	\$ -	\$ -
COURT REG. PRES \$1/208	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 06/08 1/8	37	\$ -	\$ -
SERIES 07 1/8	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF REP FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT GDM CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ 3,832.49	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #1 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ 176,002.41	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ 825,509.08	\$ -

## **CUTWATER (Texas Class)**

The Texas Cooperative Liquid Assets Securities System Trust was created as an investment pool for participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which entities may pool any of its funds, or funds under its control, in order to preserve principal, to maintain the liquidity of the funds and to maximize yield in accordance with the Public Funds Investment Act. The Trust may invest in any or all of the legal investments specified in Sections 2256.009 through 2256.016, of the Act. Such investments may include, without limitation, the following:

- U.S. Treasury Bills, Notes and Bonds
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities
- State and local government Obligations (subject to limitation)
- Certificates of Deposits of a State or Nations Bank Domiciled in the State of Texas Guaranteed or Insured by the FDIC
- Bankers' Acceptances
- Mutual Funds
- Repurchase Agreements
- Highly Rated Commercial Paper
- Guaranteed Investment Contracts (Bond Proceeds Only)

Texas Class is rated AAAM by Standard and Poor's, the highest rating assigned to principal stability government investment pools.

**ELLIS COUNTY INVESTMENTS WITH CUTWATER (Texas Class)**

Market Value = Book Value

ACCOUNT NAME	COUNTY	Texas Class	
	FUND #	SEPTEMBER 30, 2014	DECEMBER 31, 2014
GENERAL	1	\$ 2,032,255.41	\$ 104,433.41
RB#1	3	\$ 77,551.91	\$ 57,567.15
RB#2	4	\$ 95,085.87	\$ 20,096.11
RB#3	5	\$ 204,646.19	\$ 179,691.07
RB#4	6	\$ 133,369.15	\$ 42,884.95
ADULT PROBATION	7	\$	\$
JUVENILE PROBATION	8	\$ 24,324.23	\$ 24,329.91
EM#1	9	\$	\$
EM#2	10	\$	\$
EM#3	11	\$	\$
EM#4	12	\$	\$
LATERAL ROADS	13	\$	\$
CO & DC COURT TECH	14	\$	\$
JUSTICE CT TECH	15	\$	\$
DC ARCHIVES REC MGT	16	\$	\$
JURY	17	\$	\$
PERMIMPROVE	18	\$	\$
LAW LIBRARY	19	\$	\$
TRUST & AGENCY	20	\$	\$
REC MGMT	21	\$	\$
CC ARCHIVES	22	\$	\$
ROW AVAILABLE	23	\$	\$
FIRE MARSHALL SPECIAL	24	\$	\$
RIGHT OF WAY 2006	25	\$	\$
DC RECORDS TECH	26	\$	\$
RD#1	27	\$	\$
RD#5	28	\$	\$
RD#6	29	\$	\$
DA CRK PROCESS	30	\$	\$
DA DRUG FORF	31	\$	\$
GEN REC/PRESER	32	\$	\$
SH SECURITY	33	\$	\$
COURT REC. PRES 51-708	34	\$	\$
DWI BLOOD DRAW	35	\$	\$
ELECTION ADMIN. FEE	36	\$	\$
SERIES 93/94/95	37	\$	\$
SERIES 07 1&S	38	\$ 846.19	\$ 846.31
GRANT PASS THROUGH	39	\$	\$
SERIES 07 BOND PROJ	40	\$	\$
HIDTA	41	\$	\$
SHERIFF FED FORF	42	\$	\$
HAZARD MITIGATION	44	\$	\$
ADULT COM CORR	45	\$	\$
SBRF SEIZURE	46	\$	\$
SBRF DRUG FORF	47	\$	\$
DA DRUG SEIZURE	48	\$	\$
JCC	49	\$	\$
DA FEDERAL ASSET	51	\$	\$
EMISSIONS ENFORCE	54	\$	\$
CONST #1 SEIZURE	55	\$	\$
CONST #2 FORF	56	\$	\$
CONST #3 FORF	57	\$	\$
CONST #4 FORF	58	\$	\$
LAW ENFORCE BLOK	59	\$	\$
LEVEE 2	72	\$	\$
LEVEE 3	73	\$	\$
LEVEE 4	74	\$	\$
		\$ 2,568,078.95	\$ 429,848.91

## **LONESTAR INVESTMENT POOL**

The LoneStar Investment Pool is an investment pool available to government entities, in full compliance with the Public Funds Investment Act. Ellis County participates in 2 of the 3 available funds, the Government Overnight Fund and the Corporate Overnight Fund. Both Funds are rated AAA by Standard & Poor.

The Government Overnight Fund invests in the following:

- Obligations of the United States or its agencies and instrumentalities
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies and instrumentalities
- Fully collateralized repurchase agreements that meet the following criteria: (1) have a defined termination date; (2) are secured by obligations of the United States or its agencies and instrumentalities; (3) require the securities being purchased by the Government Overnight Fund to be pledged to the Government Overnight Fund, held in the Government Overnight Fund's name, and deposited at the time the investment is made with the Government Overnight Fund or with a third party selected and approved by the Government Overnight Fund; and (4) are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state. The market value of repurchase agreement collateral is required to initially be 102 percent of the principal amount of such repurchase agreement. Thereafter, the market value of such collateral will be determined (marked-to-market) daily and reset to 102 percent of the principal amount if it falls below 100 percent.
- No-load money market mutual funds regulated by the SEC, provided the Government Overnight Fund shall not invest its funds in any one money market mutual fund in an amount that exceeds 10 percent of the total assets of such money market mutual fund.

The Corporate Overnight Plus Fund may invest in all securities authorized under the Investment Act. However, it is the Board's policy to have these additional restrictions:

- The Corporate Overnight Plus Fund shall not invest its assets in any one nongovernmental issuer in an amount that exceeds 5 percent of the total fund assets at cost.
- If an A-1 or P-1 investment is placed on the watch list with negative implications by a rating agency, the investment manager must sell the investment within one week.

**ELLIS COUNTY INVESTMENTS WITH LONESTAR INVESTMENT POOL**

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND #	SEPTEMBER 30, 2014		DECEMBER 31, 2014	
		Corp. Overnight Fund	Govt. Overnight Fund	Corp. Overnight Fund	Govt. Overnight Fund
GENERAL	1	\$ 5,633,850.97	\$ -	\$ 4,755,281.90	\$ -
RB#1	3	\$ 61,078.54	\$ -	\$ 61,096.49	\$ -
RB#2	4	\$ 142,197.11	\$ -	\$ 42,214.18	\$ -
RB#3	5	\$ 212,358.48	\$ 50,131.74	\$ 212,420.90	\$ 50,138.38
RB#4	6	\$ 46,264.61	\$ 40,105.39	\$ 46,278.21	\$ 106.92
ADULT PROBATION	7	\$ 861,885.36	\$ 621.93	\$ 863,577.76	\$ 622.01
JUVENILE PROBATION	8	\$ 862,676.57	\$ 33,779.37	\$ 841,478.17	\$ 33,783.84
EM#1	9	\$ 193,134.18	\$ -	\$ 98,164.23	\$ -
EM#2	10	\$ 190,622.86	\$ -	\$ 140,672.34	\$ -
EM#3	11	\$ 175,781.77	\$ -	\$ 235,834.01	\$ -
EM#4	12	\$ 230,266.94	\$ -	\$ 364,335.90	\$ -
LATERAL ROADS	13	\$ -	\$ -	\$ -	\$ -
GO & DC COURT TECH	14	\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REG.MGT	16	\$ -	\$ -	\$ -	\$ -
JURY	17	\$ 29,087.59	\$ 2,933.70	\$ 19,094.78	\$ 2,934.09
PERMIMPROVE	18	\$ 10,400.71	\$ -	\$ 1,844,532.64	\$ -
LAW LIBRARY	19	\$ 37,931.58	\$ -	\$ 37,942.73	\$ -
TRUST & AGENCY	20	\$ -	\$ -	\$ -	\$ -
REG.MGMT	21	\$ -	\$ -	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -	\$ -	\$ -
ROW AVAILABLE	23	\$ 119,853.25	\$ -	\$ 119,888.48	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -	\$ -	\$ -
RD#1	27	\$ 886,575.66	\$ -	\$ 996,505.78	\$ -
RD#2	28	\$ 66,836.54	\$ -	\$ 66,954.85	\$ -
RD#6	29	\$ 109,731.02	\$ -	\$ 184,382.08	\$ -
DA DRUG PROCESS	30	\$ 260,984.50	\$ -	\$ 261,061.22	\$ -
DA DRUG FORF	31	\$ 76,575.08	\$ -	\$ 266,599.40	\$ -
GEN. REG. PRESER.	32	\$ 73,468.69	\$ -	\$ 73,490.29	\$ -
CH SECURITY	33	\$ 27,161.24	\$ -	\$ 27,169.23	\$ -
COURT REC. PRES. 5/1/206	34	\$ -	\$ -	\$ -	\$ -
DW BLOOD DRAW	35	\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -	\$ -	\$ -
SERIES 93/96 VS	37	\$ 849,337.31	\$ -	\$ 1,149,589.83	\$ -
SERIES 07 I&S	38	\$ 582,870.42	\$ -	\$ 1,154,068.29	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -	\$ -	\$ -
HDTA	41	\$ -	\$ -	\$ -	\$ -
SHERIFF FED FORF	42	\$ 359,724.93	\$ 86,489.26	\$ 329,662.30	\$ 74,799.94
HAZARD MITIGATION	44	\$ -	\$ -	\$ -	\$ -
ADULT COM CORK	45	\$ -	\$ -	\$ -	\$ -
SHERF SEIZURE	46	\$ -	\$ -	\$ -	\$ -
SHERF DRUG FORF	47	\$ 137,279.50	\$ -	\$ 140,920.19	\$ -
DA DRUG SEIZURE	48	\$ 522,635.88	\$ 1,189.32	\$ 514,637.12	\$ 1,189.48
JCC	49	\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -	\$ -	\$ -
CONST # 4 SEIZURE	55	\$ -	\$ -	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOC	59	\$ 15,954.00	\$ -	\$ 15,958.70	\$ -
LEVEE 2	72	\$ -	\$ -	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -	\$ -	\$ -
		\$ 12,776,525.29	\$ 215,250.71	\$ 14,863,812.00	\$ 163,574.66
		\$	12,991,776.00	\$	15,027,386.66

## **TEXPOOL**

**TexPool is a local government investments pool created on behalf of Texas entities whose investment objectives are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool is governed by the Texas Public Funds Investment Act, and is in full compliance with the Act.**

**ELLIS COUNTY INVESTMENTS WITH TEXPOOL**

Market Value = Book Value

ACCOUNT NAME	COUNTY	TexPool	
	FUND #	SEPTEMBER 30, 2014	DECEMBER 31, 2014
GENERAL	1	\$ 650,970.25	\$ 125,985.00
RB#1	3	\$ -	\$ -
RB#2	4	\$ -	\$ -
RB#3	5	\$ -	\$ -
RB#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ 19,717.42	\$ 19,718.94
FM#2	10	\$ 72,914.83	\$ 40,918.80
FM#3	11	\$ 62,812.67	\$ 50,817.04
FM#4	12	\$ 98,020.02	\$ 98,028.08
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGMT	21	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#6	28	\$ -	\$ -
RD#10	29	\$ -	\$ -
DA CHK PROGRESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 51708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98/19	37	\$ -	\$ -
SERIES 07/18	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM GOBR	45	\$ -	\$ -
SBRF SEIZURE	46	\$ -	\$ -
SHRE DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCS	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #1 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #3 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEL 2	72	\$ -	\$ -
LEVEL 3	73	\$ -	\$ -
LEVEL 4	74	\$ -	\$ -
		\$ 904,435.19	\$ 335,467.86

## **TEXSTAR**

TexSTAR is a local government investment pool created under the Interlocal Cooperation Act specifically tailored to meet Texas state and local government investment objectives of preservation of principal, daily liquidity and competitive yield. The funds portfolio is a government-repurchase agreement pool, utilizing primarily U.S. Treasury securities, U.S. agency securities – both fixed and floating-and REPO collateralized obligations, the principal and interest of which are unconditionally guaranteed or insured by the full faith and credit of the United States or its agencies or its instrumentalities. The fund is rated AAAM by Standard and Poor's and maintains a maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The fund seeks to maintain a constant dollar objective and fulfills all requirements of the Texas PFIA for local government investment pools.

**ELLIS COUNTY INVESTMENTS WITH TEXSTAR**

Market Value = Book Value

ACCOUNT NAME	GOOUNTY	TEXSTAR	
	FUND #	SEPTEMBER 30, 2014	DECEMBER 31, 2014
GENERAL	1	\$ 331,409.77	\$ 217,941.97
RB#1	3	\$ 218,845.80	\$ 218,869.24
RB#2	4	\$ 51,432.55	\$ 31,437.49
RB#3	5	\$ 133,076.14	\$ 133,090.42
RB#4	6	\$ 82,381.56	\$ 7,383.44
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
ERM#1	9	\$ 255.03	\$ 255.03
ERM#2	10	\$ 170,724.25	\$ 70,733.21
ERM#3	11	\$ 82,873.76	\$ 32,877.96
ERM#4	12	\$ 38,564.37	\$ 38,568.47
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REG MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ 1,974,470.36	\$ 419.83
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGMT	21	\$ -	\$ -
CG ARCHIVES	22	\$ 590,125.29	\$ 847,189.47
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#5	28	\$ -	\$ -
RD#10	29	\$ -	\$ -
DA QM PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CR SECURITY	33	\$ -	\$ -
COURT REC. PRES BY 2008	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98/1/9	37	\$ -	\$ -
SERIES 07 1&S	38	\$ 182,066.35	\$ 182,085.84
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHRF SEIZURE	46	\$ 326,123.94	\$ 340,519.38
SHRF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST # 4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ 142,149.60	\$ 320,971.13
LEVEE 3	73	\$ 236,732.77	\$ 250,447.88
LEVEE 4	74	\$ -	\$ -
		\$ 4,561,231.54	\$ 2,692,790.76

## **TEXAS TERM**

TexasTerm Local Government Investment Pool is a local government pool created by and for Texas local governments to provide investment programs tailored to the needs of Texas cities, counties, school districts and other public investors. Texas Term portfolios (TexasDAILY and TexasTERM) seek to provide investors with safety, flexibility and competitive yields. TexasDAILY has a Standard and Poor's fund rating of AAAM. The rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value.

TexasDAILY portfolio may contain a combination of:

- Obligations of the U.S. Government or its Agencies or Instrumentalities
- Repurchase Agreements with Primary Dealers
- Certificates of Deposit that are FDIC insured and fully collateralized according to Texas Law
- Money Market Mutual Funds rate AAA or equivalent

The TexasDAILY portfolio provides a variable rate with availability of funds on a daily basis.

**ELLIS COUNTY INVESTMENTS WITH TEXAS TERM**

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND #	Texas DAILY	
		SEPTEMBER 30, 2014	DECEMBER 31, 2014
GENERAL	1	\$ 1,754,748.12	\$ 1,755,015.67
RB#1	3	\$ 34,423.96	\$ 34,429.21
RB#2	4	\$ 160,355.46	\$ 160,379.91
RB#3	5	\$ 86,465.75	\$ 86,478.94
RB#4	6	\$ 62,222.58	\$ 12,226.70
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
EM#1	9	\$ 10,236.92	\$ 10,238.48
EM#2	10	\$ 22,922.47	\$ 22,925.97
EM#3	11	\$ 195,489.91	\$ 145,517.81
EM#4	12	\$ 117,291.51	\$ 117,309.40
LATERAL ROADS	13	\$ -	\$ -
CO. & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES/REC MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REG MGMT	21	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2006	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#5	28	\$ -	\$ -
RD#16	29	\$ -	\$ -
DA GRK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC PRESER	32	\$ -	\$ -
CR SECURITY	33	\$ -	\$ -
COURT REC. PRES CT 2006	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98 KS	37	\$ -	\$ -
SERIES 07/168	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
BIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT GRM CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #3 FORF	58	\$ -	\$ -
LAWF ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ 2,444,156.68	\$ 2,344,522.09

**ACTIVITY BY FUND**  
**Quarter Ending DECEMBER 31, 2014**

ACCOUNT NAME	COUNTY	Beginning Balance	Deposits	Withdrawals	Interest Earned	Ending Balance
	FUND #	SEPTEMBER 30, 2014				DECEMBER 31, 2014
GENERAL	1	\$ 10,612,536.48	\$ -	\$ 3,554,808.68	\$ 1,974.35	\$ 7,059,702.15
RFR1	3	\$ 397,908.34	\$ -	\$ 28,008.13	\$ 61.88	\$ 371,962.09
RFR2	4	\$ 451,227.44	\$ -	\$ 197,156.45	\$ 56.70	\$ 254,127.69
RFR3	5	\$ 689,001.16	\$ -	\$ 27,322.86	\$ 141.41	\$ 661,819.71
RFR4	6	\$ 369,160.97	\$ -	\$ 260,317.68	\$ 36.93	\$ 108,880.22
ADULT PROBATION	7	\$ 862,507.29	\$ 145,000.00	\$ 143,530.00	\$ 222.48	\$ 864,199.77
JUVENILE PROBATION	8	\$ 931,356.76	\$ 66,600.00	\$ 98,616.59	\$ 251.75	\$ 899,591.92
FMF1	9	\$ 223,343.55	\$ 30,000.00	\$ 125,000.00	\$ 33.13	\$ 128,376.68
FMF2	10	\$ 457,184.41	\$ 50,000.00	\$ 232,000.00	\$ 65.91	\$ 275,250.32
FMF3	11	\$ 516,958.11	\$ 60,000.00	\$ 112,000.00	\$ 88.71	\$ 465,046.82
FMF4	12	\$ 484,142.84	\$ 134,000.00	\$ -	\$ 99.01	\$ 618,241.85
LATERAL ROADS	13	\$ -	\$ -	\$ -	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -	\$ -	\$ -	\$ -
JUSTICE CITIES	15	\$ -	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -	\$ -	\$ -	\$ -
JURY	17	\$ 32,021.29	\$ -	\$ 10,000.00	\$ 7.58	\$ 22,028.87
PERM IMPROVE	18	\$ 1,998,356.49	\$ 1,834,000.00	\$ 1,987,685.42	\$ 281.40	\$ 1,844,952.47
LAW LIBRARY	19	\$ 82,996.73	\$ -	\$ 45,065.15	\$ 11.15	\$ 37,942.73
TRUST & AGENCY	20	\$ -	\$ -	\$ -	\$ -	\$ -
REC MGMT	21	\$ -	\$ -	\$ -	\$ -	\$ -
CC ARCHIVES	22	\$ 590,125.29	\$ 257,000.00	\$ -	\$ 64.18	\$ 847,189.47
ROW AVAILABLE	23	\$ 119,853.25	\$ -	\$ -	\$ 35.23	\$ 119,888.48
FIRE MARSHAL SPECIAL	24	\$ -	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2006	25	\$ -	\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -	\$ -	\$ -	\$ -
RDR1	27	\$ 1,188,886.68	\$ 109,668.47	\$ 109,495.91	\$ 358.87	\$ 1,189,418.11
RDR6	28	\$ 66,836.54	\$ 98.67	\$ -	\$ 19.64	\$ 66,954.85
RDR11	29	\$ 184,349.06	\$ 74,618.10	\$ 74,618.04	\$ 32.96	\$ 184,382.08
DA DRUG PROCESS	30	\$ 295,614.03	\$ -	\$ 34,629.53	\$ 76.72	\$ 261,061.22
DA DRUG FORF	31	\$ 272,953.94	\$ 190,000.00	\$ 196,378.86	\$ 24.32	\$ 266,599.40
GEN REC RESER	32	\$ 219,588.25	\$ -	\$ 146,119.56	\$ 21.60	\$ 73,490.29
CB SECURITY	33	\$ 27,161.24	\$ -	\$ -	\$ 7.99	\$ 27,169.23
COURT REC RESER MITOS	34	\$ -	\$ -	\$ -	\$ -	\$ -
DWT BLOOD DRAW	35	\$ -	\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN FEE	36	\$ -	\$ -	\$ -	\$ -	\$ -
SERIES 2011/12	37	\$ 849,337.31	\$ 300,000.00	\$ -	\$ 252.52	\$ 1,149,589.83
SERIES 2012	38	\$ 765,782.96	\$ 571,000.00	\$ -	\$ 217.48	\$ 1,337,000.44
GRANT PASS THROUGH	39	\$ -	\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -	\$ -	\$ -	\$ -
RICHA	41	\$ -	\$ -	\$ -	\$ -	\$ -
SHERIFF REDFORD	42	\$ 446,214.19	\$ 5,860.00	\$ 47,725.00	\$ 113.05	\$ 404,462.24
HAZARD MITIGATION	44	\$ -	\$ -	\$ -	\$ -	\$ -
ADULT COR CORR	45	\$ -	\$ -	\$ -	\$ -	\$ -
SHERIFF SEIZURE	46	\$ 326,123.94	\$ 14,360.00	\$ -	\$ 35.44	\$ 340,519.38
SHERIFF DRUG FORF	47	\$ 141,111.99	\$ 3,600.00	\$ 3,832.49	\$ 40.69	\$ 140,920.19
DA DRUG SEIZURE	48	\$ 523,825.20	\$ 1,950.00	\$ 10,100.00	\$ 151.40	\$ 515,826.60
JCC	49	\$ -	\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -	\$ -	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -	\$ -	\$ -	\$ -
CONST 3 SEIZURE	55	\$ -	\$ -	\$ -	\$ -	\$ -
CONST 14 FORF	56	\$ -	\$ -	\$ -	\$ -	\$ -
CONST 14 FORF	57	\$ -	\$ -	\$ -	\$ -	\$ -
CONST 14 FORF	58	\$ -	\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ 15,954.00	\$ -	\$ -	\$ 4.70	\$ 15,958.70
LEVEE 2	72	\$ 318,152.01	\$ 178,790.00	\$ 176,002.41	\$ 31.53	\$ 320,971.13
LEVEE 3	73	\$ 236,732.77	\$ 17,730.00	\$ 4,040.00	\$ 25.11	\$ 250,447.88
LEVEE 4	74	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 24,697,304.51	\$ 4,044,275.24	\$ 7,622,462.76	\$ 4,846.82	\$ 21,123,972.81

**INVESTMENT INTEREST FOR 4TH QTR. 2014**

	CO		OCTOBER	NOVEMBER	DECEMBER	TOTAL
ACCOUNT NAME	FUND #					
GENERAL	1		\$ 758.31	\$ 582.31	\$ 633.73	\$ 1,974.35
RBE1	3		\$ 20.83	\$ 18.80	\$ 22.25	\$ 61.88
RBE2	4		\$ 25.34	\$ 14.70	\$ 16.66	\$ 56.70
RBE3	5		\$ 47.43	\$ 44.27	\$ 49.71	\$ 141.41
RBE4	6		\$ 17.59	\$ 9.72	\$ 9.62	\$ 36.93
ADULT PROBATION	7		\$ 77.15	\$ 69.20	\$ 76.13	\$ 222.48
JUVENILE PROBATION	8		\$ 84.25	\$ 80.37	\$ 87.13	\$ 251.75
EM#1	9		\$ 17.19	\$ 7.37	\$ 8.57	\$ 33.13
EM#2	10		\$ 24.81	\$ 22.11	\$ 18.99	\$ 65.91
EM#3	11		\$ 29.65	\$ 27.86	\$ 31.20	\$ 88.71
EM#4	12		\$ 31.43	\$ 30.63	\$ 36.95	\$ 99.01
LATERAL ROADS	13		\$ -	\$ -	\$ -	\$ -
CG & DG COURT TECH	14		\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15		\$ -	\$ -	\$ -	\$ -
DG ARCHIVES REG MGT	16		\$ -	\$ -	\$ -	\$ -
JURY	17		\$ 2.92	\$ 2.53	\$ 2.13	\$ 7.58
PERM IMPROVE	18		\$ 64.05	\$ 61.23	\$ 156.12	\$ 281.40
LAW LIBRARY	19		\$ 3.66	\$ 3.55	\$ 3.94	\$ 11.15
TRUST & AGENCY	20		\$ -	\$ -	\$ -	\$ -
REC MGMT	21		\$ -	\$ -	\$ -	\$ -
CG ARCHIVES	22		\$ 19.29	\$ 18.76	\$ 26.13	\$ 64.18
ROW AVAILABLE	23		\$ 11.56	\$ 11.23	\$ 12.44	\$ 35.23
FIRE MARSHALL SPECIAL	24		\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2008	25		\$ -	\$ -	\$ -	\$ -
DG RECORDS TECH	26		\$ -	\$ -	\$ -	\$ -
RD#1	27		\$ 118.25	\$ 114.79	\$ 125.83	\$ 358.87
RD#5	28		\$ 6.44	\$ 6.26	\$ 6.94	\$ 19.64
RD#5	29		\$ 10.58	\$ 10.28	\$ 12.10	\$ 32.96
DA CHM PROGRESS	30		\$ 25.17	\$ 24.46	\$ 27.09	\$ 76.72
DA DRUG FORF	31		\$ 7.38	\$ 7.18	\$ 9.76	\$ 24.32
GEN REG/PRESER	32		\$ 7.08	\$ 6.89	\$ 7.63	\$ 21.60
CH SECURITY	33		\$ 2.62	\$ 2.55	\$ 2.82	\$ 7.99
COURT REC. PRES. M. 708	34		\$ -	\$ -	\$ -	\$ -
DWI BLOOD DRAW	35		\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN. FEE	36		\$ -	\$ -	\$ -	\$ -
SERIES 88/88.75	37		\$ 81.90	\$ 79.60	\$ 91.02	\$ 252.52
SERIES 07/1&2	38		\$ 62.19	\$ 60.46	\$ 94.83	\$ 217.48
GRANT PASS THROUGH	39		\$ -	\$ -	\$ -	\$ -
SERIES D7 BOND PROJ	40		\$ -	\$ -	\$ -	\$ -
HIDTA	41		\$ -	\$ -	\$ -	\$ -
SHERIFF FED FORF	42		\$ 37.96	\$ 36.00	\$ 39.09	\$ 113.05
HAZARD MITIGATION	44		\$ -	\$ -	\$ -	\$ -
ADULT COM CORR	45		\$ -	\$ -	\$ -	\$ -
SHERIFF SEIZURE	46		\$ 10.66	\$ 10.38	\$ 14.40	\$ 35.44
SHERIFF DRUG FORF	47		\$ 13.24	\$ 12.87	\$ 14.58	\$ 40.69
DA DRUG SEIZURE	48		\$ 49.88	\$ 48.08	\$ 53.44	\$ 151.40
JCC	49		\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51		\$ -	\$ -	\$ -	\$ -
EMISSIONS ENFORCE	54		\$ -	\$ -	\$ -	\$ -
CONST #1 SEIZURE	55		\$ -	\$ -	\$ -	\$ -
CONST #2 FORF	56		\$ -	\$ -	\$ -	\$ -
CONST #3 FORF	57		\$ -	\$ -	\$ -	\$ -
CONST #4 FORF	58		\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOCK	59		\$ 1.54	\$ 1.50	\$ 1.66	\$ 4.70
LEVEE 2	72		\$ 7.91	\$ 10.12	\$ 13.50	\$ 31.53
LEVEE 3	73		\$ 7.68	\$ 7.43	\$ 10.00	\$ 25.11
LEVEE 4	74		\$ -	\$ -	\$ -	\$ -
			\$ 1,685.94	\$ 1,443.49	\$ 1,716.39	\$ 4,845.82

REPORT

FEDERAL RESERVE BANK PLEDGEE HOLDINGS

BAPN032N

PAGE 1 12/31/14 19:29:11

DISTRB

CC1 PROD

PT K1

AS OF CLOSE OF BUSINESS 12-31-2014

PLEDGE: ELLIS COUNTY  
101 W. MAIN

INSTITUTION ID: [REDACTED]

TX 75165

WAXAHACHIE - COMERICA DALLAS

HOLDER :  
ACCOUNT :  
CUSIP #

[REDACTED] - ELLIS COUNTY

04.000 FGPC G  
02.500 FGPC G  
02.500 FGPC G

12-01-24  
07-01-27  
06-01-28

RESP FRB: [REDACTED]

BVF  
0.1507901000  
0.5777916700  
0.8633448200

SUBTOTAL:  
GRAND TOTAL:

PAR BALANCE  
53,500,000.00  
3,500,000.00  
41,000,000.00  
98,000,000.00

BOOK VALUE  
8,067,270.35  
2,022,270.85  
35,397,137.62  
45,486,678.82

# BNY MELLON

Broker/Dealer Services  
One Wall Street, Fourth Floor  
New York, NY 10286

Date: 12/31/14

██████████  
ATTN: CHERYL CHAMBERS  
ELLIS COUNTY TEXAS  
101 W MAIN SUITE 203  
WAXAHACHIE TX 75165

Account Id: ██████████

Tax Id Number: ██████████

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

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As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 12/31/14

The collateral segregated on your behalf on 12/31/14 is as follows:

CUSTP	DESCRIPTION	QUANTITY	MARKET VALUE
██████████	FNMA FNMS 3.000% 10/01/42	25,000.00	22,432.25
██████████	FNMA FNMS 3.000% 11/01/42	5,000.00	4,416.05
██████████	FNMA FNMS 3.000% 01/01/43	7,055,000.00	6,262,989.80
██████████	FNMA FNMS 3.500% 04/01/43	155,000.00	140,915.56
	TOTAL MKT VALUE		6,430,753.67

**BROKER DEALER SERVICES DIVISION  
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES**

In connection with your agreement pursuant to which this report is furnished, the prices of financial assets and indicative data reported or reflected herein generally are provided by data providers and ratings agencies ("vendors") used by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) in the ordinary course of business. Prices and indicative data are not independently verified by BNYM, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be priced valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS Triparty Services).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



# BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges via BNYM vendor, as appropriate.

Market data, which is subject to availability, may or may not be current.

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REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

BDS\_Pricing Disclosures (FINAL 5-13).doc

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

**NAME: Mark Arnold**  
**COUNTY: Ellis**

**TITLE: County Extension Agent – Agriculture**  
**MONTH: January 2015**

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1/5	Waxahachie area-4-H Council Meeting	6		
1/6	Waxahachie area-4-H Beef Project Meeting	37		
1/7	Waxahachie area-Fort Worth Exhibitor Meeting	10		
1/8	Waxahachie area-Crops PAC Meeting	6		
1/12	Waxahachie area-Annual Meeting set up	79		
1/13	Waxahachie area-Annual Meeting	38		
1/14	Waxahachie area-Ellis County Youth Expo Committee Meeting	16		
1/22	Waxahachie-Fort Worth-Fort Worth Heifer Show	74		
1/23	Fort Worth area-Fort Worth Heifer Show	10		
1/24	Fort Worth area-Fort Worth Heifer Show	8		
1/25	Fort Worth area-Fort Worth Heifer Show	16		
1/26	Fort Worth-Waxahachie-Fort Worth Heifer Show	68		
1/28	Waxahachie area-Leadership Advisory Board Meeting	6		
1/30	Waxahachie-Ennis area-Fort Worth Beef Workshop	47		
1/31	Waxahachie area-4-H Fort Worth Beef Project Workshop	36		
		<b>457</b>		

Other expenses in field (list)

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

Date: February 3, 2015

Signed: \_\_\_\_\_

*Mark Arnold*

# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 457

## Selected major activities since last report

January 2015

- 1/5 County 4-H Council and Adult Leaders Meeting held with 6 adult participating in Adult Leaders Meeting. Upcoming 4-H programs, fund raising, and other events planned for this spring.
- 1/6 4-H Beef Project Workshop held with 21 4-H members, parents, and leaders present with 27 beef projects in preparation for upcoming spring major shows and county. Hoof, hair care, daily management and showmanship topics covered.
- 1/7 Fort Worth Exhibitors Meeting held with 15 4-H members, parents, and leaders present. Schedules, rules, animal health requirements and exhibitors credentials were covered and distributed.
- 1/8 Crops PAC held with 3 members present. Spring and summer result demonstration and variety trials were discussed.
- 1/13 Annual Meeting and Interpretation event conducted with more than 120 present. Volunteers, elected officials and other stakeholders were recognized and program highlights presented.
- 1/14 Ellis County Youth Expo Meeting held to finalize plans for spring 2015 event.
- 1/22-1/26 Fort Worth Junior Heifer Show, 13 Ellis County 4-H members exhibited 13 beef heifers with many high placing animals including Reserve Division Champion Polled Hereford Heifer.
- 1/28 Leadership Advisory Board Meeting with 6 LAB members present. TCFF plans were discussed and 3 TCFF Meetings were planned. Members also toured county jail with County Sheriff.
- 9 Master Gardener Executive Board members met to discuss finances, future programming, and other related issues.
- 1/30 Agent Performance Review with District Supervisor.
- 1/31 Junior Master Gardener Teacher Training with 15 area teachers in attendance. Junior Master Gardener curriculum and activities covered.

### Educational Programming

Programs	6
Participants	190

### Educational Contacts

Site Visits 4-H	6
Site Visits Ag	2
Telephone	98
MG/MN Telephone	51
Office Visits	87
E-Mails	2575
Newsletter/Letters	45
E-Gardening Newsletters	1288

### Media Outreach:

Website hits	108
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

### Major plans for next month

- 2/1 4-H Beef Project Workshop in preparation for Fort Worth and San Antonio Stock Shows.
- 2/2-2/7 Fort Worth Stock Show Junior Heifer Show. Approximately 15 Ellis County 4-H members will be participating.
- 2/17-2/20 San Antonio Stock Show Junior Heifer Show. 11 Ellis County 4-H members will be exhibiting 16 junior beef heifers.
- 2/22-2/28 San Antonio Stock Show Junior Steer Show. 11 Ellis County 4-H members will be participating.

**Mark Arnold**

**Name**

**County Extension Agent - Agriculture**

**Title**

**Ellis**

**County**

**02/03/15**

**Date**

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

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: January 2015

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1-2	Waxahachie (Courthouse, Better Living for Texans, Master Wellness Volunteers, 4-H program preparation)	21		
1-7	Midlothian, Waxahachie (Manna House, Better Living for Texans, 4-H, Master Wellness Volunteers)	54		
1-8	Waxahachie (4-H, Better Living for Texans, diabetes education, Master Wellness Volunteers, Courthouse)	21		
1-9	Waxahachie (Diabetes education, Better Living for Texans, Newspaper, 4-H)	10		
1-12	Ennis, Waxahachie (Master Wellness Volunteers, Courthouse, Senior Center, 4-H, Better Living for Texans program)	66		
1-13	Red Oak, Waxahachie (Extension Annual Meeting, Better Living for Texans, 4-H Consumer Decision Making program preparations, North Ellis County Outreach)	80		
1-14	Waxahachie (4-H Consumer Decision-Making Meeting, Better Living for Texans program preparation, Master Wellness Volunteers)	11		
1/15	Waxahachie (4-H Consumer Decision Making Contest preparation, Better Living for Texans, Master Wellness Volunteers)	43		
1/16	Waxahachie (Health Fair preparation, diabetes education, 4-H, Better Living for Texans)	12		
1/17	Ennis, Waxahachie (MLK Health Fair, Better Living for Texans, Walk Across Texas, 4-H promotion)	51		
1/20	Waxahachie (Master Wellness Volunteers, 4-H Consumer Decision Making Contest preparation, Better Living for Texans)	22		
1/21	Waxahachie (Better Living for Texans, 4-H Consumer Decision Making Contest preparation, Master Wellness Volunteers, diabetes education)	17		
1/22	Midlothian, Waxahachie (4-H Consumer Decision Making Contest practice, Master Wellness Volunteers, Better Living for Texans)	61		
1/23	Waxahachie (Master Wellness Volunteers, Better Living for Texans program preparation, 4-H, diabetes education)	16		

1/26	Ennis, Waxahachie, Midlothian (BLT programming, Manna House, Ginger Gonzalez, Walk Across Texas, 4-H Consumer Decision Making preparation)	95	
1/27	Waxahachie (Family & Consumer Sciences Committee Meeting, Better Living for Texans, Walk Across Texas, 4-H Consumer Decision Making practice)	21	
1/28	Waxahachie (Leadership Advisory Board Meeting, jail tour, 4-H, Better Living for Texans)	19	
1/29	Waxahachie (Better Living for Texans, meeting with Sandy Adams-Texas Department of Health, Master Wellness Volunteers, 4-H)	11	
1/30	Waxahachie (2014 Performance Appraisal, Better Living for Texans, 4-H)	9	
		640	

Other expenses in field (list)

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

Date: February 2, 2015

Signed:

*Rita M. Hodges*

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**  
**Miles traveled: 640**

**Selected major activities since last report**

**January 2015**

- 1/8 Better Living for Texans program at Presbyterian Children's Home; program on increasing fruits & vegetables consumption. (8)
- 1/13 Ellis County Annual Meeting; program presented on Junior Master Gardeners from Pettegrigrew Academy. (110)
- 1/15 4-H Consumer Decision Making Information Meeting; explanation of CDM project; possible participation from Ellis County, etc. (4)
- 1/17 MLK Health Fair, Ennis. Distributed program flyers for Walk Across Texas (and signed up participants), 40 Gallon Challenge, BLT and 4-H; Attended by 400+.
- 1/20 Better Living for Texans Coalition; discussed ways to 'get the word out' about BLT programs, possible contacts, etc. (5)
- 1/22 Consumer Decision Making Practice; working with youth on consumer skills prior to contests. (3)
- 1/22 Better Living for Texans program at Presbyterian Children's Home; program on stretching good dollars. (8)
- 1/23 Better Living for Texans Quarterly Nutrition Training; "Getting the Facts on Sodium".
- 1/26 Better Living for Texans Meeting with Ginger Gonzalez (3)
- 1/27 FCS Committee Meeting (8)
- 1/28 LAB Committee Meeting (8)
- 1/30 Ellis County 2-14 Performance Appraisal

**Educational Programming:**

Programs	6
Participants	546

**Educational Contacts:**

Site Visits-FCS	11
Telephone	114
Office Visits	39
E-mails	657
Faxes	2
Newsletters/Letters	1776

**Media Outreach:**

News Releases	12
Website	108
Facebook	31

**Major plans for next month:**

- 2/4 MOMs Club Program
- 2/7 Consumer Decision Making Tour
- 2/9 Healthy Lifestyles Program, Ennis
- 2/11-13 FCS Retreat, Weatherford
- 2/12 Better Living for Texans program
- 2/17 Diabetes Coalition Meeting
- 2/18 Consumer Decision Making Practice

2/18 "Heart Healthy" Program-City of Glenn Heights  
2/20 Master Wellness Volunteer Training-Day 1  
2/23 Training: "Exercise & Diabetes"  
2/24 "Cholesterol Matters: Be Heart Healthy"  
2/26 Better Living for Texans Program  
2/26 TEAFCS Meeting, Williamson County  
2/27 Master Wellness Volunteer Training-Day 2

**Rita Hodges**

**Name**

**County Extension Agent - Family & Consumer Sciences**

**Title**

**Ellis**

**County**

**02/02/15**

**Date**

## TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

### MONTHLY SCHEDULE OF TRAVEL

NAME: Megan ParrTITLE: County Extension Agent - 4-HCOUNTY: EllisMONTH: January 2015

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
1/6	Arts 4-His Honor Club meeting-Red Oak	22		
1/6	Ennis 4-H meeting	34		
1/13	TAE4-HA/PDC meeting-Stephenville	190		
1/16	FWSSR-Dairy Cattle Check-in-Fort Worth	91		
1/20	FWSSR-Dairy Cattle Show-Fort Worth	91		
1/21	Goat Project Visits-Maypearl/Ferris	61		
1/23	FWSSR-Heifer/Gilt Show-Fort Worth	91		
1/24	FWSSR-Heifer/Gilt Show-Fort Worth	91		
1/25	FWSSR-Heifer/Gilt Show-Fort Worth	30		
1/26	FWSSR-Heifer/Gilt Show-Fort Worth	91		
1/28	FWSSR-Goat Show-Fort Worth	91		
1/29	FWSSR-Goat Show-Fort Worth	91		
1/30	FWSSR-Goat Show-Fort Worth	91		
1/31	FWSSR-Goat Show-Fort Worth	91		
Totals		1156		

Other expenses in field (list)

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



Date 02/03/2015 Signed: \_\_\_\_\_

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT  
January 2015

**Selected major activities since last report**

**Miles traveled: 1139**

- Attended monthly 4-H meetings
  - County Council/ALA-Presented program (parts of a motion)
    - 10 youth, 5 adults
  - Arts 4-His Honor-Presented program (teamwork & communication)
    - 11 youth, 5 adults
  - Archery Practice
    - 35 youth, 10 adults
  - Ennis 4-H-Presented Program (parts of a motion)
    - 20 youth, 12 adults
  - Silver Spurs-Assisted with Quiz Bowl practice
    - 15 youth, 7 adults
  - Info meeting for new club-Red Oak 4-H
    - 8 youth, 10 adults
  - Livestock 4-H-met with Rabbit and Poultry Projects after meeting
    - 18 youth, 12 adults
- Fort Worth
  - Conducted a pass pick up meeting, 10 youth, 15 adults
  - Attended Dairy Cattle Show-1 exhibitor
  - Attended Breeding Heifer Show-12 exhibitors
  - Attended Breeding Gilt Show-1 exhibitor
  - Attended Market Goat Show-3 exhibitors
- Project Visits
  - Goat Project visit for Fort Worth Goats-3 youth, 4 adults
  - Goat Clinic-Agent presented daily management, feeding, basic terminology, assisted with showmanship. 15 youth participants, 4 volunteers assisted with planning and showmanship
- CDM
  - Information meeting, 1 youth, 1 adult
  - 2 practices-1 youth (13 youth are practicing with other adult)
- CRED
  - Attended LAB meeting-4 LAB members present
  - Attended ECYE meeting
  - Annual Meeting-3 Club managers & 7 4-H members representing 4-H. 101 total attendance.
- Other
  - Attended District TAE4-HA meeting-Stephenville
  - Attended PDC meeting-Stephenville
  - Treating Illness in Livestock Online Training
  - Performance Review

**Educational Contacts**

**Educational Programming:**

Programs ..... 4  
Participants.....78

**Educational Contacts:**

Site Visits 4-H..... 11  
Telephone..... 74  
Office Visits..... 39  
E-mails..... 431  
Newsletters/letters..... 384  
Faxes ..... 41

**Media Outreach:**

News Releases..... 1  
TV/Radio..... 0  
Website Hits..... 108  
Social Media Contacts..... 53 posts on FB (290 follows), 26 on Instagram (23 follow), 27 on Twitter (38 follows)

**Major plans for next month**

- Fort Worth Market Show
- SALE Breeding Show, Market Show, Horse Contests, Shooting Sports, Livestock Judging
- San Angelo Heifer/Steer Shows
- Indoor Archery Tournament
- Rabbit Validation
- County CDM Contest

Name: Megan Parr  
Title: County Extension Agent 4-H  
Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis  
Date:02/03/2015

**ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT**

**RECEIVED**

JAN 27 2015

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-40659-00000-000	Insurance Reimbursement	6,999.40

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50702-00000-000	Repairs	6,999.40

*Johnny D. Brown*  
Signature of Department Head

27 JAN 15  
Date Signed

15 / Jail  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014/2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office: *Fallen 1/28/15*  
*Needs court approval*

12

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50915-00000-000	FM2 ASPHALT	\$13,000.00

POSTED IN  
PCT 2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50802-00000-000	FM2 EQUIPMENT	\$13,000.00

POSTED IN  
PCT 2  
COMPUTER

*[Signature]*  
Signature of Department Head

1-22-15  
Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014/2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:

*[Signature]* 1/23/15

*Needs court approval*

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50868-00000-000	Contract Services	2300

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50807-00000-000	Other Expenses	2300

(to cover various move related expenses related to movement of certain admin offices)

	1/29/15	Non-Departmental
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 \_\_\_\_\_, 2014/2015

_____	County Judge	<i>needs court approval</i>
_____	Commissioner Precinct #1	
_____	Commissioner Precinct #2	
_____	Commissioner Precinct #3	
_____	Commissioner Precinct #4	

Approved by County Auditor's Office:

 1/29/15

F4

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
<del>047-0947-40087-30302-000</del>	Fund Balance	\$17,000
047-0947-30302	Sheriff's Office	

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
047-0947-50807-00000-000	General misc	\$5,000.00
047-0947-50802-00000-000	Equipment	\$12,000.00

*C. Z...*  
Signature of Department Head

1-27-15  
Date Signed

10 / SHERIFF  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014/2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:

*Allen 1/30/15*

*Needs court approval*



**ELLIS COUNTY TAX ASSESSOR COLLECTOR**

JOHN BRIDGES, RTA, CTA, CSTA  
Ellis County Tax Assessor/Collector



P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-5151  
E-Mail: [john.bridges@publicans.com](mailto:john.bridges@publicans.com)  
Website: [www.elliscountytax.com](http://www.elliscountytax.com)

January 30, 2014

**Request for Approval of Overpayments  
Commissioners' Court Date February 9, 2015**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amt</u>
Corelogic/PennyMac	162211	\$ 2,925.64
PHH Mortgage Corp.	208185	\$ 4,272.87
Bank of Oklahoma	228157	\$ 3,424.56

*Constant agenda /  
Tax Refunds,  
o/k [Signature] 2/3/15*

FL

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-30302	Fund Balance	\$ 55,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50911	Gravel	\$ 55,000.00

  
Signature of Department Head

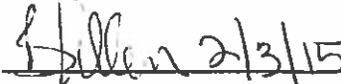
8-2-15  
Date Signed

Road & Bridge #3  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014/2015

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

Approved by County Auditor's Office:  2/3/15  
Needs court approval

F7

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-40008-00000-000	FM4/Interlocal	\$6,000.00

TRANSFER TO:

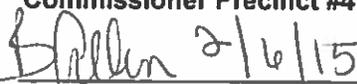
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50906-00000-000	FM4/Culverts	\$6,000.00


2-2-15
R+B Pct. 4  
 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 \_\_\_\_\_, 2014/2015

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

Approved by County Auditor's Office: 

Needs court approval

F8

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ <del>5-001-038550801</del>	<del>Supplies</del>	<del>\$1,000.<sup>00</sup></del>
✓ <del>5-001-038550601</del>	<del>Travel Reimb.</del>	<del>\$ 450.<sup>00</sup></del>
✓ <del>5-001-038550802</del>	<del>Equipment</del>	<del>\$ 300.<sup>00</sup></del>
✓ <del>5-001-038550805</del>	<del>Conference</del>	<del>\$ 631.<sup>00</sup></del>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 5-001-038550819	Computer	\$2,381. <sup>00</sup>


1-30-15
CC#2

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 \_\_\_\_\_, 2014/2015

\_\_\_\_\_ County Judge

\_\_\_\_\_ Commissioner Precinct #1

\_\_\_\_\_ Commissioner Precinct #2

\_\_\_\_\_ Commissioner Precinct #3

\_\_\_\_\_ Commissioner Precinct #4

Approved by County Auditor's Office: Billin 2/3/15

Needs court approval

BEING all that certain lot, tract or parcel of land being all of LOTS 1R and 4R, in Block 1 of Duvall Place Addition, an addition in Ellis County, Texas, according to the plat thereof recorded in Cabinet 1, Slide 224, Plat Records, Ellis County, Texas (PRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the west line of Plainview Road (a county road) for a southeast corner of said Lot 4R and being the same for this tract, and also being the northeast corner of Lot 2 of The Replat of Lots 1-3, Block 1, Duvall Place Addition, an addition in Ellis County, Texas, according to the plat thereof recorded in Cabinet 1, Slide 42 PRECT, with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of: Northing = 6847732.99, Easting = 2443242.59;

THENCE South 89°21'56" West, 696.55 feet (Plat - West) along the south line of Lot 4R and this tract and along the north line of Lot 2 to a 1/2" steel rod set in the east line of Ledgestone Lane (a 90' ROW) that now serves Lot 4R for the southwest corner of this tract, and also being the northwest corner of said Lot 2;

THENCE South 00°42'00" East, 365.97 feet along the east line of Ledgestone Lane to a point for corner; THENCE North 81°58'34" West, 138.81 feet to a 1/2" steel rod set in the south line of Lot 4-R; THENCE North 85°58'54" West, 134.77 feet to a 1/2" steel rod set for the southwest corner of Lot 4-R; THENCE North 00°49'43" West, 578.54 feet to a 1/2" steel rod set for the northwest corner of Lot 4-R; THENCE North 87°55'36" East, 797.93 feet to a 1/2" steel rod set in the north line of Lot 1-R; THENCE South 89°14'05" East, 55.46 feet to a 5/8" steel rod set for the northeast corner of Lot 1-R; THENCE South 00°25'55" West, 93.78 feet to a 5/8" steel rod found for corner; THENCE North 89°15'29" East, 152.45 feet to a 1/2" steel rod set for a northeast corner of Lot 1-R; THENCE South 00°47'59" West, 88.64 feet to a 1/2" steel rod set for corner;

THENCE South 00°48'29" West, 81.30 feet (S 01°25'17" E) along the east line of Lot 4R and this tract, and along the west line of Plainview Road to the POINT OF BEGINNING and containing approximately 7.528 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Paul Proctor, am the Sole Owner of all the following described tract of land herein proposed as a Replat of LOTS 1R-A and 1R-B and LOTS 4R-A and 4R-B, in Block 1, of DUVALL PLACE ADDITION, ( Being a Replat of LOTS 1R and 4R, BLOCK 1, of the DUVALL PLACE ADDITION ), an addition to the ETJ of the City of Midlothian, in Ellis County, Texas, and do hereby dedicate to the public use forever, the streets and easements shown hereon. The easements are hereby reserved for the purposes indicated. No permanent structures ( buildings, fences, trees, shrubs, or paving ) shall be constructed or placed upon, over or across said easements as shown, except with the written permission of the City of Midlothian, Texas. Said easements being hereby reserved for the mutual use and accommodation of all public utilities. All and any public utility shall have the full right and privilege to remove and keep removed all or any parts of any buildings, fences, trees, shrubs, paving or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective utility system located within the easement, and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone. The reconstruction, relocation, or other replacement of any buildings, fences, trees, shrubs, paving or other improvements or growths within such easements shall incur no responsibility or liability to the City of Midlothian, Texas ( Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility ) There will be no permanent structures ( buildings, fences, trees, shrubs, paving or other improvements or growths ) or obstructions built, placed or planted within the 100 year flood plain designated as Floodway Easement. The maintenance of all easements shown hereon shall be the responsibility of the property owners.

This plat approved subject to all platting ordinances, rules, and regulations of the City of Midlothian, Texas

WITNESS my hand at \_\_\_\_\_, Texas, this the 21 day of

Dec, 2014

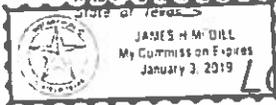
*Paul Proctor*  
Paul Proctor

STATE OF TEXAS  
COUNTY OF ELLIS

Before me the undersigned authority a Notary Public in and for the State of Texas, on this day personally appeared Paul Proctor known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

Give under my hand and seal this the 31 day of Dec, 2014

Notary Public in and for the State of Texas

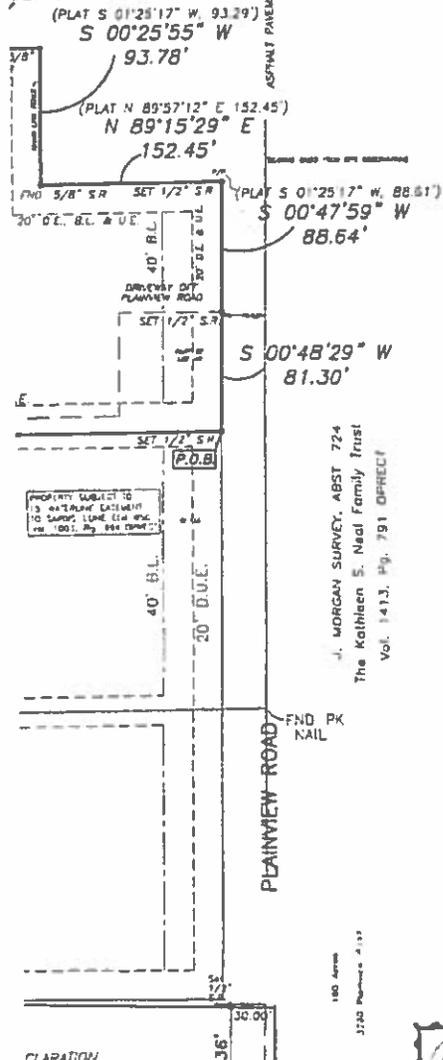


REPLAT  
LOTS 1R-A and 1R-B  
LOTS 4R-A and 4R-B  
DUVALL PLACE ADDITION

Being a Replat of LOTS 1R and 4R, in BLOCK 1 of the DUVALL PLACE ADDITION  
An addition to the ETJ of the City of Midlothian, Ellis County, Texas  
4 Residential Lots

rice Inman  
1.32 Ac.  
Vol. 2204,  
Page 924  
OPRECT

88°27'54" E 55.60'  
9°14'05" E  
55.46'



J. MORGAN SURVEY, ABST 724  
The Kathleen S. Neal Family Trust  
Vol. 1413, Pg. 791 OPRECT

CLARATION

a Registered Professional Land Surveyor of subdivision from an actual survey made on site, and points of curbs have been properly recedly represents that survey made by me.

1 Davis  
ration No 4466



Owner/Developer  
Paul Proctor  
3841 Plainview Road  
Midlothian, Texas 76055  
Phone: 214-537-4870

LEGEND

- O - Property Corner Symbol
- Fnd - Found
- S.R. - Steel Rod
- BL - Building Line
- U.E. - Utility Easement
- P/P - Utility Pole
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning
- C/L - Centerline
- - Drainage Flow
- X - Spot Elevations
- D.U.C. - Drainage & Utility Esmt.

ENGINEERS  
**D&M**  
SURVEYORS

**DAVIS & McDILL, Inc.**  
P.O. Box 428, Waxahachie, Texas 75168  
Phone: Metro (972) 938-1185

Drawn by: Kevin Huber Date December 24, 2014 no. 214-0326



PROPERTY DESCRIPTION FOR DEDICATION

BEING all that certain 30.134 acre parcel of land situated in the WILLIAM L. MITCHELL SURVEY, ABSTRACT NO. 688 and in the THOMAS K. MILLER SURVEY, ABSTRACT NO. 704, Ellis County, Texas, and being all of the 30.136 acre tract of land conveyed to JT Executive Properties, LLC by Warranty Deed recorded in Volume 2728, Page 728 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at a bend in Carter Road (a county road) and in the northeast line of the Mitchell Survey and in the southwest line of the John Shay Survey, Abstract No. 974 for the east corner of said 30.136 acre tract and the south corner of the 1.75 acre tract of land conveyed to Lee Roy Finley, Jr. by Warranty Deed recorded in Volume 738, Page 767 of the Deed Records of Ellis County, Texas (Deed Records of Ellis County Texas) and the southerly east corner of the tract of land conveyed to Renee Finley by Warranty Deed recorded in Volume 2213, Page 1193, OPRECT and the north corner of the tract of land conveyed to Stephen Carter by Warranty Deed recorded in Volume 2397, Page 916, OPRECT;

THENCE S 58°48'08" W, along the southeast line of said 30.136 acre tract and the northwest line of said Carter Tract and along Carter Road, passing of 1292.22 feet the west corner of said Carter Tract and the north corner of the 2.778 acre tract of land conveyed to Gary Tarborg by General Warranty Deed recorded in Volume 2589, Page 589, OPRECT, in all, a distance of 1351.24 feet to a mag nail found for the south corner of said 30.136 acre tract;

THENCE N 33°31'18" W, along the southwest line of said 30.136 acre tract, a distance of 287.88 feet to a 1/2" iron rod found with cap marked "RPL 4468" in the east line of U.S. Highway 77 for the southwest corner of said 30.136 acre tract;

THENCE N 03°14'47" W, along the west line of said 30.136 acre tract and the east line of Highway 77, passing the common Mitchell - Miller Survey Line in all, a distance of 963.88 feet to a 1/2" iron rod found with cap marked "RPLS 4466" for the northeast corner of said 30.136 acre tract and the southwest corner of the 17.972 acre tract of land conveyed to Robert M. Burch, Jr. by Warranty Deed recorded in Volume 2269, Page 1936, OPRECT;

THENCE N 60°24'05" E, along the northeast line of said 30.136 acre tract and the southeast line of the 17.972 acre tract, a distance of 902.50 feet to a PK nail found in Carter Road and in the common Miller - Shay Survey Line for the north corner of said 30.136 acre tract and the east corner of said 17.972 acre tract and the south corner of the 71.195 acre tract of land conveyed to Finnick Farms, LLC by Warranty Deed recorded in Volume 2839, Page 1062, OPRECT and the west corner of Ford Acres, an addition in Ellis County, Texas, according to the plat thereof recorded in Cabinet 1, Sid 183 of the Plat Records of Ellis County, Texas;

THENCE S 31°21'00" E, along the northeast line of said 30.136 acre tract and the common Miller - Shay Survey Line and along Carter Road and the southwest line of Ford Acres, passing the common easterly corner of the Miller and Mitchell Surveys and passing of 325.84 feet the south corner of Ford Acres and the current southerly west corner of the residual of the 10.0 acre tract of land (Tract One) conveyed to Maypearl Ranch, LLC by Warranty Deed recorded in Volume 2458, Page 78, OPRECT, in all, a distance of 475.89 feet to a PK nail found for the south corner of said 10.0 acre residual tract and the west corner of the 1.748 acre tract of land conveyed to Tracy W. Newsome by General Warranty Deed recorded in Volume 188 Page 853, OPRECT;

THENCE S 31°50'31" E, continuing along the northeast line of said 30.136 acre tract and the common Miller - Shay Survey Line and along Carter Rd and the southwest line of said 1.748 acre tract, a distance of 313.68 feet to a railroad spike found for the south corner of said 1.748 acre tract and the west corner of said 1.75 acre tract;

THENCE S 31°49'58" E, continuing along the northeast line of said 30.136 acre tract and the common Miller - Shay Survey Line and along Carter Rd and the southwest line of said 1.75 acre tract the PLACE OF BEGINNING, and containing 30.134 acres of land as surveyed on the ground.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That we, JT Executive Properties, LLC, do hereby adopt this plat designating the herein above described property as the Final Plat of Carter Estates, and do hereby dedicate to Ellis County, Texas, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all part of any building, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with the construction or maintenance of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from its easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without necessity of of any time procuring the permission of anyone.

In testimony of whereof, witness my hand this the 5 day of December, 2014.

*Josh Trees*  
State of Texas:

Before me the undersigned authority, a notary public in and for the state on this day personally appeared Josh Trees, known to me to be the person whose names are subscribed to the foregoing and acknowledged to me that they executed the same for the purposes herein expressed and in the capacity stated.

Given under my hand and seal of office this the 5 day of December, 2014.

*Brittani E. Bryant*  
Notary Public



STATE OF TEXAS  
COUNTY OF ELLIS.

Certificate of Approval by the Commissioners Court of Ellis County, Texas.

Approved this date, the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Honorable Carol Bush, County Judge

Dennis Robinson  
Commissioner Precinct #1

Bill Dodson  
Commissioner Precinct #2

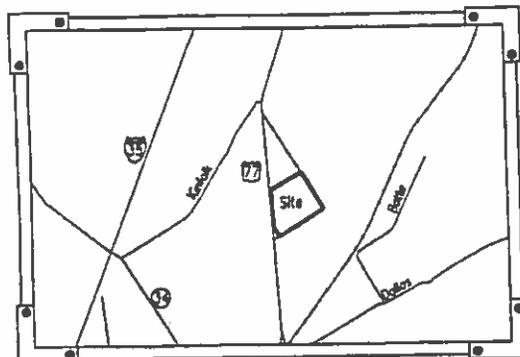
Paul Parry  
Commissioner Precinct #3

Ron Brown  
Commissioner Precinct #4

This plat has approval by the Department of Development for an on-site sewage facility system pending any and all information as may be required by the Ellis County Department of Development.

Public Works Director

Date



VICINITY MAP SCALE : 1" = 3000'

I PRESENTS

I, do hereby certify that I prepared this plat from an actual the land and that corner monuments shown thereon as set myself or under my direct and personal supervision in Division Ordinance of the City of Waco, Texas.

*[Signature]*  
Land Surveyor



Final Plat

CARTER ESTATES

30.134 Acres

William L. Mitchell Survey, Abstract No. 688  
Thomas K. Miller Survey, Abstract No. 704  
ETJ of the City of Italy, Ellis County, Texas

# WLSC

### SUBDIVISION DATA

1. Total Buildable Lots: 13
2. Minimum Lot Size (Buildable Lots): 1.714 Acres
3. Average Lot Size (Buildable Lots): 2.190 Acres
4. Water shall be provided by the South Ellis County Water Supply
5. No building shall be constructed until Final Plat is accepted and filed with Ellis County and infrastructure is completed and accepted by Ellis County (fire hydrants, ditchwork and drainage).
6. No portion of this property lies within a 100 year flood plain according to the Flood Insurance Rate Map for Ellis County. Map# 48139C0475 F, dated June 3, 2013.
7. Beas of Bearings: Southeast Line of 30.138 acre tract recorded in Volume 2728, Page 728, OPRECT. (S 58°49'08" W).

17.972 Acres  
Robert M. Burch  
Vol. 2269, Pg. 1936  
OPRECT

71.195 Acres  
Pinnako Farms, LLC.  
Vol. 2639, Pg. 1062  
OPRECT

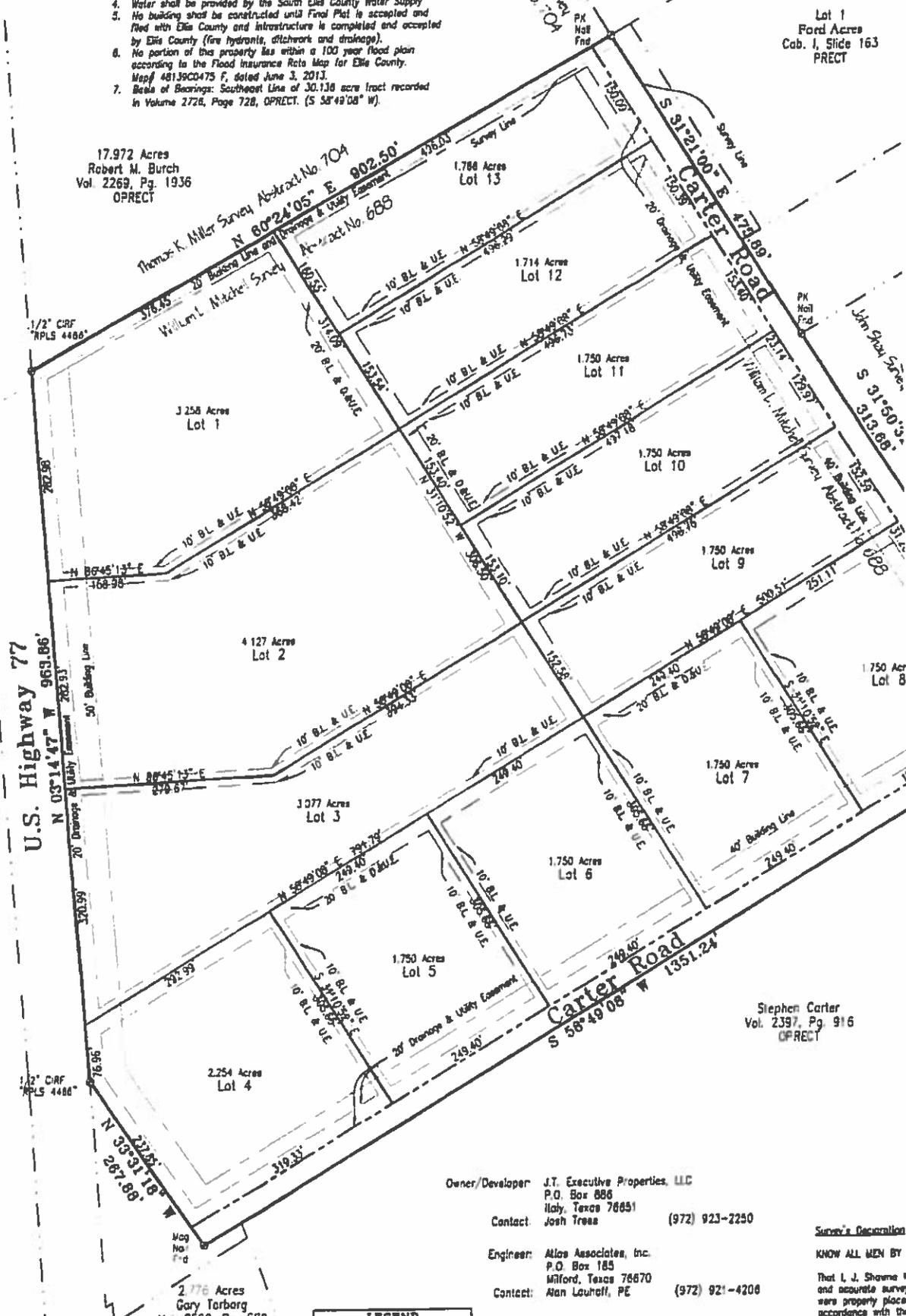
Lot 1  
Ford Acres  
Cab. 1, Slide 163  
PRECT



= 120'

U.S. Highway 77  
N 03°14'47" W 963.86'

Carter Road  
S 56°49'08" W 1351.24'



Owner/Developer: J.T. Executive Properties, LLC  
P.O. Box 886  
Italy, Texas 76851  
Contact: Josh Trees (972) 923-2250

Engineer: Atlas Associates, Inc.  
P.O. Box 185  
Milford, Texas 76670  
Contact: Alan Louheff, PE (972) 921-4206

Surveyor: Walker Land Surveying Company

Stephen Carter  
Vol. 2397, Pg. 916  
OPRECT

**Surveyor's Declaration**  
KNOW ALL MEN BY TI  
That I, J. Shames Wa  
and accurate survey  
were properly placed  
accordance with the

**LEGEND**



RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF (ELLIS) COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE (COMMUNITY DEVELOPMENT FUND); AND AUTHORIZING (THE COUNTY JUDGE) TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of ELLIS COUNTY desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to- moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the County of ELLIS to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$265,000 of grant funds to provide water system improvements.
4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the South Ellis County Water Supply Corporation is committing \$14,500 from its General Fund as a cash contribution toward the construction of this water system improvements project.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_, County Judge  
County of (ELLIS), Texas

\_\_\_\_\_, County Clerk  
County of (ELLIS), Texas

Ellis County Commissioner's Court  
101 W. Main St.  
Waxahachie, TX 75165

January 3, 2015

South Ellis County Water Supply Corporation is committed to providing \$14,500 in match funding for the Ellis County 2015-2016 Texas Community Development Block Grant water improvements project for which Ellis County has committed to applying for on the water district's behalf.

Sincerely,

A handwritten signature in black ink that reads "Ray Loveless". The signature is written in a cursive style with a large, stylized initial "R".

Ray Loveless

General Manager

3.2

**J & K Excavation, LLC**

**DBA: JK Excavation  
P.O. Box 886  
Italy, TX 76651-0886**

**Bid Quote**

Date	Estimate #
1/12/2015	4820

Name / Address
Ellis County Precinct #4 1011 Eastgate Midlothian, TX 76065 Kyle Butler

P.O. No.
Building Erection

Description	Qty	Rate	Total
REVISED 1/14/2015} BID QUOTE FOR BUILDING ERECTION, ELLIS COUNTY OFFICE, MIDLOTHIAN			
20x40 Addition} Erection of Building, Labor Only, \$3.75 SF	1	2,600.00	2,600.00
20x40 Concrete Slab} 4" Thick, 3000 PSI, \$6.65 SF	1	5,320.00	5,320.00
Material	1	6,500.00	6,500.00

Thank you for your business.	Phone #	Fax #	E-mail	<b>Total</b>	\$14,420.00
	972-923-2250	972-923-2256	jkexcavation@yahoo.com		

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF BARDWELL**

THIS AGREEMENT is entered into on this \_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

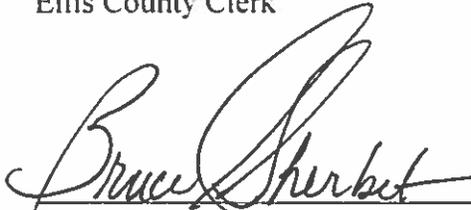
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.5

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF FERRIS**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of \$324.17 per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

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9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

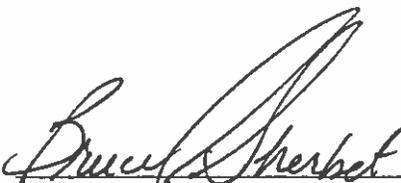
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF ITALY**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
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- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
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3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
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  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
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6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165

LESSEE:      Name of Entity      CITY OF ITALY  
                 Name of Contact      TERI MURDOCK  
                 Address for Notice      P.O. BOX 840  
   ITALY, TEXAS 76651

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

14.      The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

15.      This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.

16.      Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

17.      The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

18.      Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.

19.      This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

20.      This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

21.      This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF MANSFIELD**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Mansfield, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

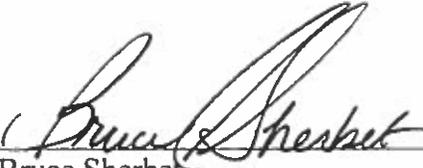
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF MAYPEARL**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

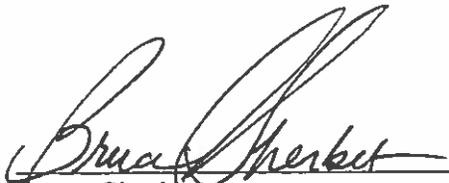
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.9

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF MILFORD**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

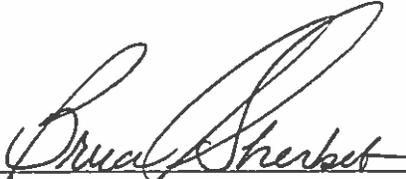
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3,10

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF OAK LEAF**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.11

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF OVILLA**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165

LESSEE:	Name of Entity	CITY OF OVILLA
	Name of Contact	PAM WOODALL
	Address for Notice	105 S. COCKRELL HILL RD OVILLA, TEXAS 75154

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

14. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.
15. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.
16. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
17. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.
18. Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.
19. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.
20. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.
21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

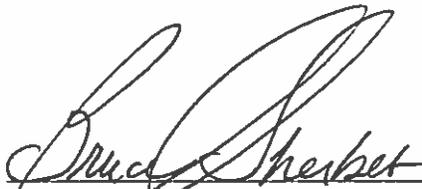
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.12

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF PALMER**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015 through May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165

LESSEE:      Name of Entity      CITY OF PALMER  
                 Name of Contact      ALICIA BARAN  
                 Address for Notice      113 W. JEFFERSON  
   PALMER, TEXAS 75152

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

14.      The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

15.      This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.

16.      Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

17.      The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

18.      Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.

19.      This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

20.      This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

21.      This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

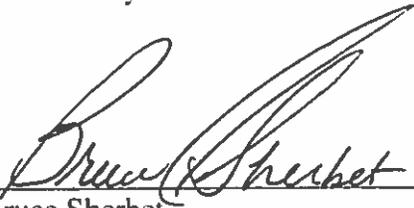
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.13

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
FERRIS ISD**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.14

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
MAYPEARL ISD**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

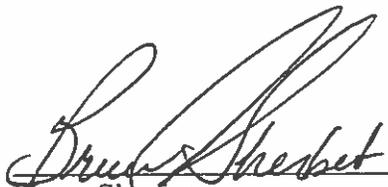
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.15

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
PALMER ISD**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165

LESSEE:      Name of Entity      PALMER ISD  
                 Name of Contact      STACY STONE  
                 Address for Notice      P.O. BOX 790  
   PALMER, TEXAS 75152

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

14.      The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

15.      This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.

16.      Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

17.      The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

18.      Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.

19.      This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

20.      This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

21.      This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3.16

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
RED OAK ISD**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015 through May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **TWO (2)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

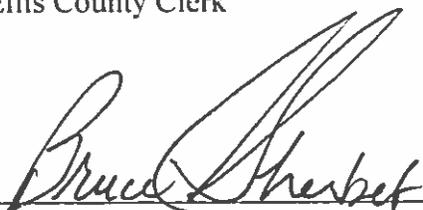
\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
\_\_\_\_\_  
Bruce Sherbet  
Ellis County Elections Administrator

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF TOWER

County of Ellis §  
§  
State of Texas §

THIS CONTRACT FOR SALE is between Region 10 Education Service Center, a political subdivision of the State of Texas authorized through legislation as part of the State’s education system, located at 400 East Spring Valley Road, Richardson, Texas 75081, (hereinafter referred to in this Contract as “Seller”) and Ellis County, Texas, a governmental entity of the State of Texas, (hereinafter referred to in this Contract as “Buyer”), on the terms set forth in this Contract.

ARTICLE I  
PURCHASE AND SALE

1.01 Seller sells and agrees to convey indefeasible title to, and Buyer purchases and agrees to pay for a 450 foot guyed tower, including any related improvements, buildings, and any fixtures attached, except for the equipment identified in 1.04 and 1.05 below, hereafter referred to as “Tower” and more accurately described as follows:

“A 450 foot Guyed Tower located at 185 Old FM 85, Ennis, Texas 75119, Latitude 32.32278 and Longitude -96.56111, Model G-42 made by Transmission Structures Ltd. in 1987, FCC No. 1061747 owned by Region 10 Education Service Center, including all related buildings, equipment, appurtenances, and fixtures.”

1.02 The sale and purchase includes all rights and appurtenances pertaining to the Tower, including any right, title, or interest of Seller in said Tower, together with any improvements, fixtures and personal property situated on and attached to the Tower, except for the equipment identified in 1.04 and 1.05 below.

1.03 The property described above, and any rights or appurtenances are referred to in this Contract as the “Tower”.

1.04 The property described above specifically does not include the equipment attached to the Tower by or for the use of Conterra Ultra Broadband, LLC., hereafter referred to as “Conterra”. Buyer agrees to honor Seller’s obligations under the WAN Internet Service Telecommunications Service Agreement entered into between Seller and Conterra on the 21<sup>st</sup> day of November, 2008. Buyer will allow Conterra to use the Tower through the end of the current service agreement term. At the end of the current service agreement term, Buyer does not intend to renew the sevice agreement with Conterra, but Conterra will be given a reasonable amount of time, not to exceed 90 days, to deploy their equipment.

1.05 The property described above specifically does not include the equipment attached to the Tower by or for the use of Air Evac EMS, Inc., hereafter referred to as “Air Evac”. Buyer agrees to honor Seller’s obligations under the Communications Tower Lease Agreement entered into between Seller and Air Evac beginning on the 1<sup>st</sup> day of July, 2007. Buyer will allow Air Evac to use the Tower through the end of the current lease agreement term. At the

end of the current lease agreement term, Buyer does not intend to renew the lease agreement with Air Evac, but Air Evac will be given a reasonable amount of time, not to exceed 90 days, to deploy their equipment.

## ARTICLE II SALES PRICE

2.01 The sales price for the Property will be the sum of THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$35,000.00). The sales price will be payable within ten days of the effective date of this contract.

## ARTICLE III CONTRACT CONTINGENT OF LEASE OF PROPERTY

3.01 Parties acknowledge, understand, and agree that the Tower is located on premises owned and operated by the City of Ennis, Texas (hereafter referred to as "Ennis"), who is not a party to this Interlocal Agreement for Purchase and Sale of Tower. Ennis entered into a contract with Seller to lease the land on which the Tower is located for the purpose of operating and maintaining the Tower. Seller's lease contract with Ennis does not expire until February 28, 2016. These parties acknowledge Buyer's intent to enter into a separate lease with Ennis for the land that the Tower is located. It is the intent of the parties that the Interlocal Agreement for the Purchase and Sale of Tower is contingent upon the Buyer entering into a new lease agreement with the City of Ennis. When Buyer is able to obtain the new lease agreement with Ennis, then the current lease agreement between Seller and Ennis will be dissolved and/or terminated, and a the new lease agreement between Buyer and Ennis will be substituted in its place. This Interlocal Agreement for Purchase and Sale of Tower is null and void if the Buyer is unable to enter into an agreement with the City of Ennis, Texas to lease the land that the Tower is located. Seller agrees to execute any and all documents required to dissolve and terminate the lease agreement with Ennis if and when Buyer is able to reach an agreement with Ennis for the lease of this land.

## ARTICLE IV REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF SELLER

4.01 Seller represents, warrants, and agrees to the following:

- (A) That Seller owns the property, fee simple and there exists no note or any indebtedness or lien of any kind secured by the Tower;
- (B) Seller has complied with all applicable laws, ordinances, regulations and restrictions relating to the Tower, or any part of it;
- (C) Seller assigns any and all interest, rights and obligations it may have pursuant to a contract for the use of Tower space by Contrerra.
- (D) Seller assigns any and all interest, rights, and obligations it may have pursuant to a contract for the use of Tower space by Air Evac.

(E) Seller agrees to execute any and all documents required to dissolve and terminate the lease agreement with the City of Ennis concerning the Tower within ten (10) of the effective date of this Interlocal Agreement for Purchase and Sale of Tower.

(F) Seller acknowledges and agrees that this contract is contingent upon the Buyer reaching an agreement with the City of Ennis to lease the property on which the Tower is located.

ARTICLE IV  
REPRESENTATIONS AND AGREEMENTS OF BUYER

5.01 Buyer represents and agrees to the following:

(A) Buyer agrees to accept the Seller's assignment of any and all interest, rights and obligations the Seller may have pursuant to a contract for the use of Tower space by Contrerra.

(B) Buyer agrees to accept the Seller's assignment of any and all interest, rights and obligations the Seller may have pursuant to a contract for the use of Tower space by Air Evac.

(C) Buyer acknowledges and agrees that this contract is contingent upon the Buyer reaching an agreement with the City of Ennis to lease the property on which the Tower is located.

ARTICLE IX  
MISCELLANEOUS

6.01 Any notice required or permitted to be delivered under this Contract will be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to either Seller or Buyer, as appropriate.

6.02 This Contract will be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Contract are performable in Ellis County, Texas.

6.03 Severability Clause: In case any one or more of the provisions contained in this Contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract.

6.04 Sole Agreement: This Contract constitutes the only agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

6.05 Venue: Venue for any cause of action brought pursuant hereto shall be in Ellis County, Texas.

6.06 Effective Date: This contract shall take effect immediately upon and after the signature of the last party in the manner required by law.

WITNESS my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BUYER:

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Carol Bush, County Judge  
Ellis County, Texas  
Historic Ellis County Courthouse  
101 W. Main Street  
Waxahachie, Texas 75165

SELLER:

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Dr. Gordon Taylor  
Executive Director  
Region 10 Education Service Center  
400 East Spring Valley Road  
Richardson, Texas 75081

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF ELLIS**

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Gordon Taylor, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2014.

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Notary Public State of Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF ELLIS**

BEFORE ME, the undersigned authority, on this day personally appeared Judge Carol Bush, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

\_\_\_\_\_

Notary Public State of Texas

ASSIGNMENT OF COMMUNICATIONS TOWER LEASE AGREEMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF ELLIS                           §

This Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Ellis, Texas referred to in this lease as "Ellis County", and Air Evac EMS, Inc., referred to in this lease as "Air Evac".

I.

DEMISE OF LEASED PREMISES

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Ellis County does hereby demise and lease to Air Evac, and Air Evac does hereby lease from Ellis County, space and electricity on the Radio Tower situated in Ellis County, Texas and more particularly described below. These premises are referred to in this lease as "the premises" or "the leased premises":

Air Evac currently has equipment on the 450 foot guyed tower "Tower", located at 185 Old FM 85, Ennis, Texas 75119. Air Evac uses the space on the Tower to provide emergency services to Ellis County and the surrounding areas. Air Evac entered into a Communications Tower Lease Agreement concerning the use of space and electricity on the Tower with Region 10 Education Service Center, hereafter referred to as Region 10. Ellis County has purchased or intends to purchase the Tower from Region 10. As part of the consideration of the sale of the Tower from Region 10 to Ellis County, Ellis County agrees to allow Air Evac to continue to use the current space that Air Evac is using on the Tower to continue to provide emergency services to Ellis County until June 30, 2016. Air Evac must deploy its equipment from the Tower on or before December 31, 2016 or obtain a new lease for the use of the Tower with Ellis County. Air Evac must indemnify and hold harmless Ellis County and Ellis County's property from any damage to said property or person when Air Evac deploys their equipment. Failure to deploy Air Evac's equipment on or before December 31, 2016 will result in the equipment being removed by the Ellis County and disposed of accordingly. If equipment is not deployed by Air Evac on or before December 31, 2016 and no new contract is entered into by the parties, then Air Evac is divested of any interest in the property and Ellis County can dispose of the property at its sole discretion. Ellis County and Air Evac agree that no rights, obligations, responsibilities, or terms of the contract, of the Communications Tower lease Agreement, are transferred or assigned to the Ellis County.

II.

TERM

1. Commencement and Termination Date: This lease shall be for a term, commencing on \_\_\_\_\_, 2015 and ending on June 30, 2016. Air Evac must deploy its equipment on or before December 31, 2016 as outlined in Article I.

2. Right to Extend: There are no options to extend this lease.

3. Purchase of Tower by Ellis County from Region 10 Education Service Center: Parties acknowledge, understand, and agree that the current tower is owned and operated by Region 10 Education Service Center (hereafter referred to as "Region 10"), who is not a party to this lease. Region 10 entered into a contract for space on the Tower to Air Evac for the purpose of providing emergency services to Ellis County and surrounding areas. Air Evac's contract with Region 10 expires on June 30, 2016. These parties acknowledge Ellis County's intent to purchase the Tower from Region 10. It is the intent of the parties that this lease contract involving space on the tower between Ellis County and Air Evac does not begin until and when the Tower is purchased by Ellis County from Region 10. Once Ellis County purchases the Tower from Region 10, then Ellis County will lease the space currently utilized on the Tower by Air Evac, according to the terms of this lease, with the intent that Air Evac will utilize the space on the Tower to provide emergency services to Ellis County and surrounding areas until June 30, 2016. This lease agreement is null and void if the tower is not purchased by Ellis County from Region 10. If the tower is purchased by Ellis County, then the parties agree to execute this document to lease the current space utilized to Air Evac until June 30, 2016.

4. Termination: This lease will terminate on June 30, 2016.

### III.

#### RENT

One payment of Five Thousand and Four Hundred Dollars (\$5,400.00) is due on or before June 30, 2015. This is the last payment owed for rent under the Communications Tower Lease Agreement between Air Evac and Region 10. As Ellis County owns the Tower from June 30, 2015 through June 30, 2016, the final payment of rent is owed to Ellis County. Failure to pay the rent due within ten days (10) of the due date will result in the equipment being removed from the Tower and disposed.

### IV.

#### USE OF PREMISES

Air Evac shall have permission to use and maintain the equipment currently on the Tower to provide emergency services to Ellis County and surrounding areas so long as it does not interfere with Ellis County's activities and does not limit the use of said tower by the Ellis County. Should Air Evac's use on the tower interfere with the use, operation or other leasehold rights of Ellis County, then Ellis County has the right to remove the interfering and offending equipment from the tower at no cost to Ellis County. If Air Evac allows independent contractors onto the tower owned or operated by Ellis County to install, repair or maintain an antenna on the

Tower for Air Evac's use, it is Air Evac's obligation to obtain an indemnification and hold harmless agreement from the independent contractors, agreeing to indemnify and hold harmless Ellis County for any personal injuries or property damage proximately caused by the negligence or intentional acts of the independent contractors while accessing the property of Ellis County that is the subject of this lease.

V.

GENERAL PROTECTIVE PROVISIONS

1. Air Evac or Air Evac's agents or employees, may enter the leased premises at any time to maintain and repair their equipment.
2. Air Evac has the right of ingress and egress on all roads necessary to get to the equipment on the Tower.
3. Air Evac may not assign or transfer any of its space or any rights obtained by this lease agreement to any party or entity.
4. Venue for any cause of action brought pursuant hereto shall be in Ellis County, Texas. The prevailing party in any litigation brought pursuant hereto shall be entitled to its legal fees reasonably incurred.
4. Sole Agreement: This agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease. Any amendment or modification hereof shall not be effective unless they are in writing and signed by all parties hereto.
5. Severability Clause: If any section, article, paragraph, sentence, clause, phrase or work in this lease, or application thereto any person or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this lease; and the parties hereby declare they would have passed such remaining portions of the lease despite such invalidity, which remaining portions shall remain in full force and effect.
9. Effective Date. This lease shall take effect immediately upon and after the signature of the last party in the manner required by law.

AGREED:

COUNTY OF ELLIS, TEXAS

By: \_\_\_\_\_  
CAROL BUSH, County Judge

Attest:

By: \_\_\_\_\_  
CINDY POLLEY, County Clerk

ACKNOWLEDGMENT  
STATE OF TEXAS  
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, on this day personally appeared Ellis County Judge Carol Bush, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

AGREED:  
AIR EVAC EMS, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, on this day personally appeared, \_\_\_\_\_, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas