

A2

**I EVERETT RUSSELL HEREBY RESIGN AS COMMISSIONER OF E.S.D. #8
EFFECTIVE IMMEDIATELY. DUE TO HEALTH REASONS.**

2-22-2015

Everett Russell

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: ELLIS CO. CONST. PCT. 1
Reporting Date: 02/29/2016
TCOLE Agency Number: 139101
Chief Administrator: ROY CALLENDER
Agency Contact Information: Phone: 972-825-5325
Email: roy.callender@co.ellis.tx.us
Mailing Address:
ELLIS CO. CONST. PCT. 1
207 South Sonoma Trail
Ennis, Tx 75119

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. 1 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. 1 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the ELLIS CO. CONST. PCT. 1 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. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. CONST. PCT. 1'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: ROY CALLENDER

Chief Administrator

ELLIS CO. CONST. PCT. 1

Date: 02/29/2016

**ELLIS CO. CONST. PCT. 1 Motor Vehicle Racial Profiling
Information**

Number of motor vehicle stops:

1. **23** citation only
2. **0** arrest only
3. **0** both
4. **23 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **4** African
6. **1** Asian
7. **8** Caucasian
8. **6** Hispanic
9. **4** Middle Eastern
10. **0** Native American
11. **23 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **23** No
14. **23 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **0** Yes
16. **23** No
17. **23 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

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

F1

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50894-0000-000	Secure Residential	\$10,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50896-0000-000	Sex Offender Services	\$10,000

Chetman Johnson 2/25/16
 Signature of Department Head Date Signed

Juvenile Services
 Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

*need
Court
approval*

Approved by County Auditor's Office:

[Signature]



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
Website: www.elliscountytax.com

F2

February 26, 2015

Request for Approval of

March 8, 2016 Commissioners' Court

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Corelogic	149407	\$ 4,085.21
Corelogic	162826 183408 162826	\$ 2,696.90
North American Savings Bank	183408	\$ 6,170.26
287 Waxahachie LP	189842	\$ 6,432.37
J. P. Morgan Chase Bank NA	209191	\$ 2,562.34
Corelogic	210409	\$ 2,818.90
Roundpoint Mortgage	222811	\$ 3,298.92
Freedom Mortgage	250670	\$ 4,683.71
Fiesta Restaurant Group, Inc.	259276 (2014)	\$ 9,185.43
Fiesta Restaurant Group, Inc.	259276 (2015)	\$ 8,717.16

TAR Refunds
dc
3/1/16

2/3/16

To: Ellis County Commission Court.

I Steve Medina Request
A Variance To the Fire Hydrant
Requirement. East Gullet Water
States the line available cannot
provide adequate flow and pressure
to sustain a fire hydrant and/or
meet the NFPA and ISA standards.



117 Crescent View Dr.
Ennis TX 75119

A. /

January 27, 2016

East Garrett Water
Supply Corporation
7520 FM 879
Palmer TX, 75152

To whom it may Concern,

In regards to the diameter of the water lines running through Eagles View Estates, Phase I, the lines running through this subdivision are less than 6" and no greater than 4" throughout the entire subdivision. At this time the lines that run into Eagles View Estates cannot provide the adequate flow and pressure to sustain a fire hydrant and/or meet the NFPA and ISA standards.

Rick Langer

East Garrett Water Supply Corp.

EAST GARRETT W.S.C.

Rick Langer



CRESCENT VIEW DR

CREEKWOOD CT

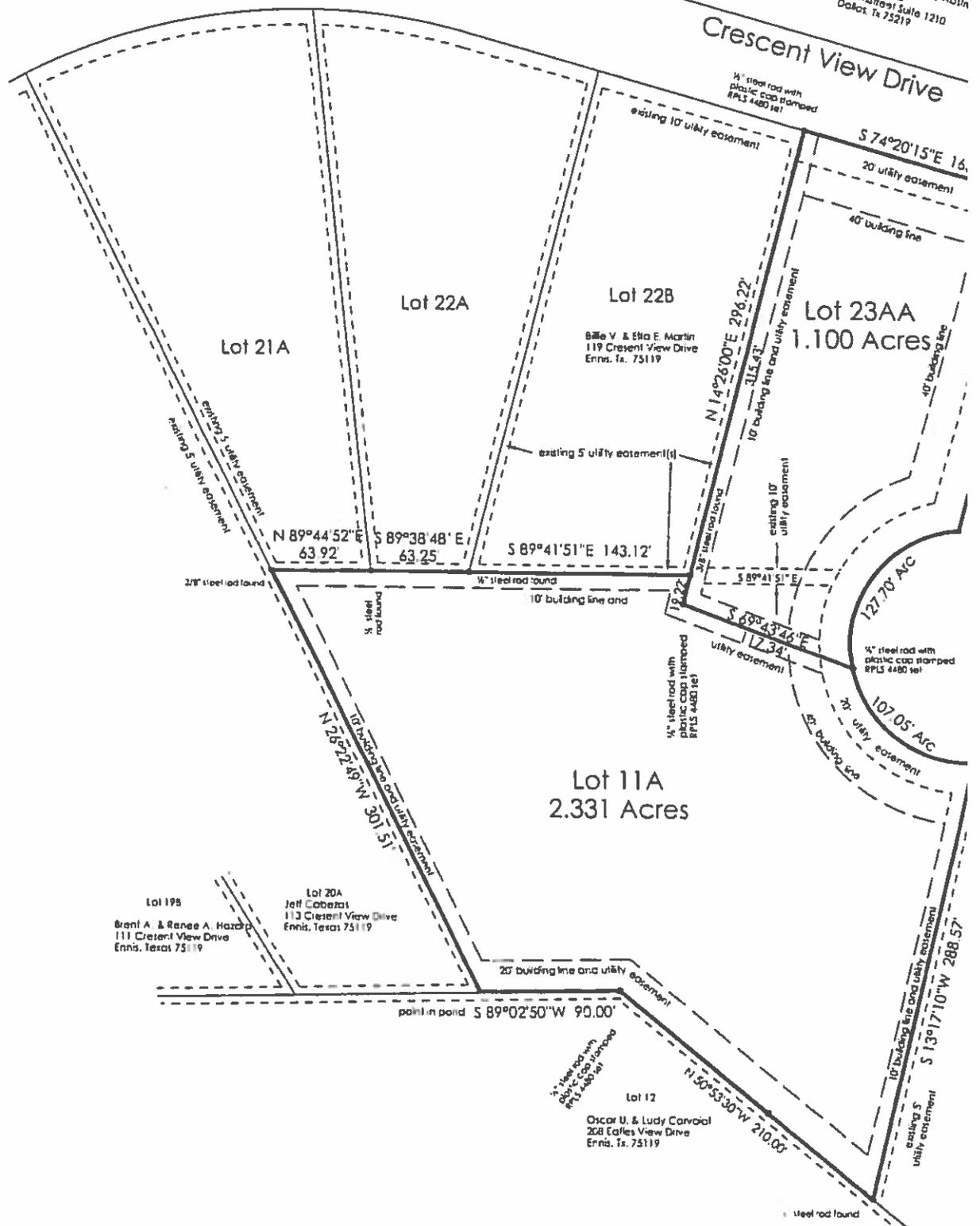
EAGLES ROOST CIR

EAGLES VIEW DR

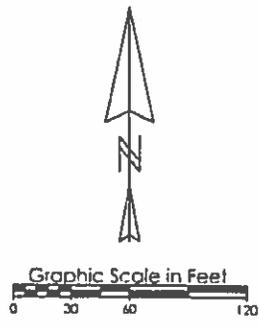
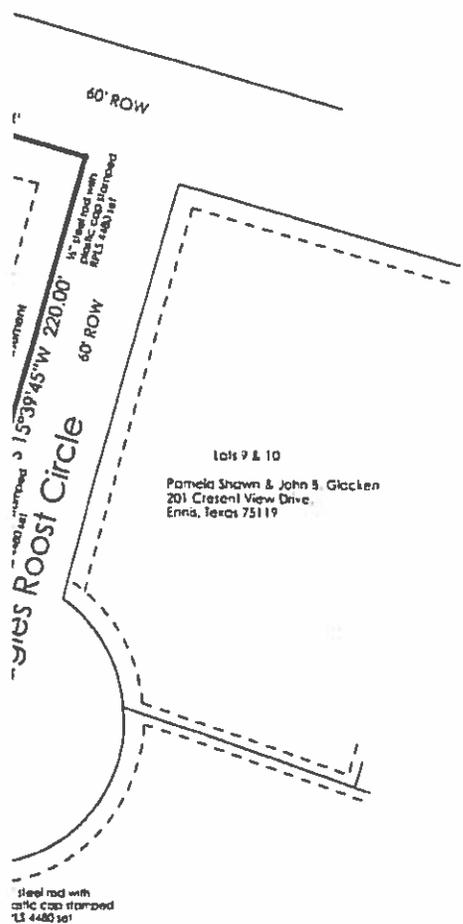
1.2

58.328 Acres - R de la Pena Survey Abtin
Alfred LLC
3710 Rawlins Street Suite 1210
Dallas, Tx 75219

Crescent View Drive



REPLAT
 EAGLES VIEW ESTATES, PHASE I
 LOTS 11A and 23AA,
 being 3.4310 Acres in and a revision of Lots 11 and 23A,
 Eagles View Estates, Phase I,
 a subdivision in Ellis County, Texas,
 according to the plat thereof recorded in
 Cabinet B, Slide 494, Plat Records, Ellis County, Texas



CURVEDATA

Eagles Roost Circle
 Arc = 234.75' Radius = 75.00' Central Angle = 179°20'05" Chord = S 3°28'34" E, 150.00'

Lot 23AA
 Arc = 107.05' Radius = 75.00' Central Angle = 81°46'52" Chord = S 52°15'11" E, 98.19'

Lot 11A
 Arc = 127.70' Radius = 75.00' Central Angle = 97°33'13" Chord = S 37°24'52" W, 112.82'

Lots 9 & 10
 Pamela Shawn & John B. Glacken
 201 Crescent View Drive,
 Ennis, Texas 75119

Lot 8
 Robert M & Mary A. Brown
 103 Eagles Roost Circle
 Ennis, Tx 75119

Owners data

Lot 23A
 Ben J. Tyner & Teresa I. Tyner
 121 Crescent View Drive, Ennis, Texas 75119

Lot 11
 Equity Trust Company
 401 South Ckny Street, Ennis, Texas 75119

Sheet 1 of 2
 Copy 11 of 14 signed on JAN 25 2015
 Drawn by: sgh JOB NO. C-15158

ELLIS ASSOCIATES
 SURVEYORS
 212 North College Tel. 972-937-7674
 Waco, Texas 75165
 IRLS License No. 10047100

Ellis County - DA Xerox Equipment Recommendation

Location	Product	Financial Install	Lease Expiration	Equipment Status	Monthly Payment	Monthly Service Included	Monthly Fixed Costs	Period	Meter	Volume Band	Per Print Rate	Average Mo	Average Vol Above	Meter Charges	Includes Supplies	Total
Ellis County 109 S Jackson St Sandy Fisher	S/N: XEH076777 972.825.5215	3/22/2013	3/22/2016	Leased 35 of 36	\$219.40	included	\$219.40	N/A to N/A	1:TOTAL	25000	\$0.0091	6749	0	0	N/A	\$219.40
Ellis County 109 S Jackson St Sandy Fisher	W7830PT S/N: MX0134547 972.825.5215	6/21/2013	6/21/2016	Leased 32 of 36	\$312.07	included	\$312.07	3/8/2013 to 4/17/2013	1:BW 2:CLR	13650 500	\$0.0068 \$0.0496	13890 379	240 0	\$1.63 \$0.00	yes	\$313.70
Ellis County 109 S Jackson St Sandy Fisher	S/N: EX7395363 972.825.5215	8/30/2013	8/30/2016	Leased of 36	\$243.52	included	\$243.52	5/22/2012 to 2/28/2013	1:TOTAL	20000	\$0.0091	4355	0	\$0.00	yes	\$243.52
Ellis County 109 S Jackson St Sandy Fisher	S/N: EX7382556 972.825.5215	4/5/2013	4/5/2016	Leased 27 of 36	\$194.88	included	\$194.88	5/22/2012 to 2/28/2013	1:TOTAL	25000	\$0.0091	11116	0	\$0.00	yes	\$194.88
Replace March																
\$969.87																

Location	Product	Financial Install	Lease Expiration	Equipment Status	Monthly Payment	Monthly Service Included	Monthly Fixed Costs	Period	Meter	Volume Band	Per Print Rate	Average Mo	Average Vol Above	Meter Charges	Includes Supplies	Total
Ellis County 109 S Jackson St Sandy Fisher	7830 S/N: TBD 972.825.5215	3/22/2013	3/22/2016	36 Month Lease	\$197.26	included	\$197.26	N/A to N/A	B&W Color	20000 200	\$0.0056 \$0.0506	6749	0	0	N/A	\$197.26
Ellis County 109 S Jackson St Sandy Fisher	7845 S/N: TBD 972.825.5215	6/21/2013	6/21/2016	36 Month Lease	\$258.34	included	\$258.34	N/A to N/A	B&W Color	75000 700	\$0.0051 \$0.0456	13690 379	0	\$0.00	yes	\$258.34
Ellis County 109 S Jackson St Sandy Fisher	7830 S/N: TBD 972.825.5215	8/30/2013	8/30/2016	36 Month Lease	\$205.35	included	\$205.35	N/A to N/A	B&W Color	20000 0	\$0.0056 \$0.0506	4355	0	\$0.00	yes	\$205.35
Ellis County 109 S Jackson St Sandy Fisher	7845 S/N: TBD 972.825.5215	4/5/2013	4/5/2016	36 Month Lease	\$224.62	included	\$224.62	N/A to N/A	B&W Color	75000 250	\$0.0051 \$0.0456	11116	0	\$0.00	yes	\$224.62
Monthly Savings																
\$885.57																

Monthly Savings **\$85.99**

Lease Agreement



Customer: ELLIS, COUNTY OF

Bill To: COUNTY OF ELLIS
DISTRICT ATTORNEY
109 S JACKSON ST
WAXAHACHIE, TX 75165-3715

Install: COUNTY OF ELLIS
DISTRICT ATTORNEY
109 S JACKSON ST
WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072719100

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	W7830PT (W7830PT TANDEM) - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC5745P S/N XEH076777 Trade-In as of Payment 36	3/25/2016
2.	W7830PT (W7830PT TANDEM) - 2/3 Hole Punch - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 5845APT S/N EX7395363 Trade-In as of Payment 31	3/25/2016
3.	W7845PT (W7845PT TANDEM) - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 7830 CONTRACT/EXCEPTION S/N MX0134547 Trade-In as of Payment 33	3/25/2016

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: _____ Phone: _____

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Blake Norman
(469)426-2046

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7830PT	\$197.26	1: BLACK	1 - 20,000 20,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 200 201+	Included \$0.0506	
2. W7830PT	\$205.35	1: BLACK	1 - 20,000 20,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	All Prints	\$0.0506	
3. W7845PT	\$258.34	1: BLACK	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 700 701+	Included \$0.0456	
Total	\$660.95	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



Bill To: COUNTY OF ELLIS
 DISTRICT ATTORNEY
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS
 DISTRICT ATTORNEY
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072719100

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	W7845PT (W7845PT TANDEM) - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 5845APT S/N EX7382556 Trade-In as of Payment 35	3/25/2016

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		M/Line	Volume Band	Per Print Rate	
1. W7845PT	\$224.62	1: BLACK	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 250 251+	Included \$0.0456	
Total	\$224.62	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your

legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
2. W7830PT	- Refinance of Xerox Agreement	\$935.00	9.5%	\$143.20
3. W7845PT	- Refinance of Xerox Agreement	\$532.00	9.5%	\$81.44
1. W7845PT	- Refinance of Xerox Agreement	\$132.00	9.5%	\$19.92

Final - Original to Design of Public to DA Office

Ellis County - DA Xerox Equipment Recommendation

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Ellis County 109 S Jackson St Sandy Fisher	W7830PT S/N: MX0134547 972.825.5215	6/21/2013	6/21/2016	Leased 32 of 36	\$312.07	included	\$312.07	3/8/2013 to 4/17/2013	1:BW 2:CLR	13650 500	\$0.0068 \$0.0496	13890 379	240 0	\$1.63 \$0.00	yes	\$313.70
Ellis County 109 S Jackson St Sandy Fisher	5845PT S/N: EX7395363 972.825.5215	8/30/2013	8/30/2016	Leased of 36	\$243.52	included	\$243.52	5/22/2012 to 2/28/2013	1-TOTAL	20000	\$0.0091	4355	0	\$0.00	yes	\$243.52
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Ellis County 109 S Jackson St Sandy Fisher	7845 S/N: TBD 972.825.5215	6/21/2013	6/21/2016	36 Month Lease	\$258.34	included	\$258.34	N/A to N/A	BR&W Color	75000 700	\$0.0051 \$0.0456	13890 379	0	\$0.00	yes	\$258.34
Ellis County 109 S Jackson St Sandy Fisher	7830 S/N: TBD 972.825.5215	8/30/2013	8/30/2016	36 Month Lease	\$205.35	included	\$205.35	N/A to N/A	BR&W Color	20000 0	\$0.0056 \$0.0506	4355	0	\$0.00	yes	\$205.35
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Monthly Savings																
\$885.57																

Monthly Savings \$85.93

Lease Agreement



Customer: ELLIS, COUNTY OF

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109 S JACKSON ST
WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS
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State or Local Government Negotiated Contract : 072719100

Solution				
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Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: _____ Phone: _____

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Blake Norman
(469)426-2046

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



WS L40689 02/25/2016 12:31:07

0 4 5 3 8 0 0 0 1 0 0 1 0 0 4 0

Confidential - Copyright © 2008 XEROX CORPORATION. All rights reserved.



Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7830PT	\$197.26	1: BLACK	1 - 20,000 20,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
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		2: COLOR	1 - 700 701+	Included \$0.0456	
Total	\$660.95	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



Buy To: COUNTY OF ELLIS
 DISTRICT ATTORNEY
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS
 DISTRICT ATTORNEY
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

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Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7845PT (W7845PT TANDEM)	<ul style="list-style-type: none"> - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	- Xerox 5845APT S/N EX7382556 Trade-In as of Payment 35	3/25/2016

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7845PT	\$224.62	1: BLACK	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 250 251+	Included \$0.0456	
Total	\$224.62	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your

legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
2. W7830PT	- Refinance of Xerox Agreement	\$935.00	9.5%	\$143.20
3. W7845PT	- Refinance of Xerox Agreement	\$532.00	9.5%	\$81.44
1. W7845PT	- Refinance of Xerox Agreement	\$132.00	9.5%	\$19.92

DO NOT MAIL THIS CHECK

SPECIAL INSTRUCTIONS FOR ACCOUNTS PAYABLE CHECKS

VENDOR

CHECK AMOUNT

CHECK PAYABLE:

This date is filled in by the Purchasing Dept.

INSTRUCTIONS: PLEASE RETURN THIS CHECK TO SANDY FISHER

**2016 State & Local Task Force Agreement
Dallas Field Division
Tactical Diversion Group
Ellis County Sheriff's Office**

This agreement is made this 1st day of October, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Ellis County Sheriff's Office (hereinafter "ECSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Dallas/Fort Worth, the parties hereto agree to the following:

1. The Dallas Field Division Task Force will perform the activities and duties described below:

a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Dallas/Fort Worth area;

b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the Dallas Field Division Task Force, the ECSO agrees to detail one (1) experienced officer to the Dallas Field Division Task Force for a period of not less than two years. During this period of assignment, the ECSO officers will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.

3. The ECSO officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The ECSO officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Dallas Field Division Task Force, DEA will assign four (4) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the

DEA Special Agents and ECSO officers assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the Dallas Field Division Task Force, the ECSO will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to ECSO officers assigned to the Dallas Field Division Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,548.00), per officer. *Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

7. In no event will the ECSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The ECSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The ECSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The ECSO shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The ECSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The ECSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The ECSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the ECSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the ECSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by ECSO during the term of this agreement.

For the Drug Enforcement Administration:

Craig M. Wiles
Special Agent in Charge

Date: _____

For the Ellis County Sheriff's Office

Johnny Brown
Ellis County Sheriff

Date: _____

FY 2016 Asset Forfeiture Sharing Agreement

The Federal, state and local members (the "Participants"), of the DEA Tactical Diversion Squad (the "Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

Hunt County Sheriff's Department, United States Postal Inspection Service, Greenville Police Department, Dallas Police Department and the Ellis County Sheriff's Office.

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local or federal government entities can be considered victims.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized TFOs assigned to the Task Force will receive a pro rata share of the maximum amount available for sharing, based on the number of TFOs assigned as of the date of the seizure.

The maximum amount available for sharing is currently 80 percent of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a party or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. Sharing is not automatically 80 percent. The actual amount to be shared among the participating agencies may be impacted by numerous factors.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The addition and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the sharing percentages shall continue to reflect the pro rata contributions of any and all agencies which participated in a seizure pursuant to this Sharing Agreement.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Tactical Diversion Squad Task Force. This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA (the latter upon 30 days advance written notice to all current Task Force Participants).

Craig M. Wiles
Special Agent in Charge
Dallas Field Division

Date

Johnny Brown
Ellis County Sheriff's Office

Date