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**State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Ellis County, Texas**

CONTRACT NO. 17-C0024

1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Ellis County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002 and Texas Government Code Section 791.011.

1.3. **PURPOSE.** County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry (SCR).

1.3.3. Provide quality local customer service as described in this Contract.

1.4. **ACRONYMS, TERMS, AND DEFINITIONS.** The following terms have the meaning set forth below. All other terms have the meaning set forth in the *Merriam Webster's Collegiate® Dictionary*, Eleventh edition.

Acronym/Term	Definition
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Child Support Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its members, court order details, and payment history.
Cause Number	A unique case identifier randomly assigned by the District Clerk at the time the original petition is filed.
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Contract	Any contract resulting from this procurement.
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts/Total receipts processed.

Acronym/Term	Definition
Full-Service (FS)	A Child Support Case for which the OAG is providing all IV-D child support services pursuant to: 1) a signed application for services submitted by a CP or NCP; 2) an automatic referral for services pursuant to a county's local rule; or 3) an automatic referral from the Health and Human Services Commission (HHSC) when a CP is certified to receive public assistance.
FVI	Family Violence Indicator
HHSC	Health and Human Services Commission
IV-D (also referred to as Title IV-D)	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq.] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE).
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD (also referred to as OAG)	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as the "Texas Child Support Enforcement System" or TXCSES, T1, or T2.
Registry-Only (RO)	A case for which the IV-D services provided by the OAG are limited to recording and disbursing child support payments.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or other third parties who have forwarded a child support payment to the appropriate child support registry.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. CONTRACT TERM

2.1. The Contract becomes effective on September 1, 2016 and, unless sooner terminated as provided herein, ends on August 31, 2018 (the "initial term"). The Contract shall be automatically renewed for three (3), one (1) year terms with the first one (1) year term beginning on September 1, 2018, unless one (1) party notifies the other in writing of its intention not to renew this Contract. Such renewal shall be subject to all specifications and terms and conditions of this Contract, with the sole and limited exception that the original date of termination may be extended pursuant to this provision. The parties agree to be bound, for the initial term of the Contract and for any and all renewal terms which the OAG may elect to exercise, by the terms of this Agreement, including the County performance of the within described services at the rates specified herein.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing confidential and/or sensitive information to County in order to perform Contract services, County agrees to assume responsibility for compliance with, and to work closely in cooperation with, OAG to ensure compliance with all applicable state

and federal statutory requirements for confidentiality and information security. See Section 7 INFORMATION PROTECTION PROVISIONS below for more information.

3.1.2. Customer Identification. County shall adhere to the OAG Procedures for Customer Identification (*Attachment A*) prior to responding to an inquiry or updating case and member information.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the "Timeframe Requirements" section below:

3.1.4.1.1. enter into the OAG Case Management System the "State Case Registry Complete" data listed in in the "State Case Registry Complete" section below;

3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the "Update Activities" section below, that County has obtained; and

3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order to obtain the relevant information for entry to the OAG Case Management System or may use the "Record of Support" Form 1828 (*Attachment B*) that summarizes the relevant court-ordered child support information. Form 1828 is published on the OAG-CSD's webpage, www.texasattorneygeneral.gov, under "Child Support Forms/TAC Forms."

3.1.4.3. State Case Registry Complete.

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered "State Case Registry Complete":

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number (SSN) and/or Date of Birth (DOB)
- Family Violence Indicator (FVI) (if applicable)
- Custodial Parent's Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number; and
- Start Date of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with the "State Case Registry Complete" section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into the OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case;
- Protective Orders;
- Order Modification Date;
- Dependent Status;
- Case Closures; and
- Jurisdictional Transfer of Court Orders.

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) business days from the "date received" time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry's office.

3.1.4.5.2. If a payment has been received by the SDU and a Child Support Case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated "State Case Registry Complete" data and any additional data on existing Child Support Cases within three (3) business days after receipt of the data.

3.1.4.5.4. County shall forward all misdirected child support payments to the SDU within one (1) business day of receipt and shall notify the Remitter of the correct payment address.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the FVI for Registry-Only Cases in the OAG Case Management System within one (1) business day after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within one (1) business day after it is filed, pursuant to TFC § 85.042(a).

3.1.4.7. New Orders for Existing Full Service Cases.

3.1.4.7.1. OAG and County will develop a mutually agreeable process to ensure that the OAG local field office has copies of new and subsequent orders on existing full service cases.

3.1.5. Local Customer Service.

3.1.5.1. County shall provide the resources necessary to accomplish allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.1.5.2. Customer Service Activities.

3.1.5.2.1. Allowable Customer Service Activities must relate to the following categories:

- 3.1.5.2.1.1. Payment Inquiry;
- 3.1.5.2.1.2. Payment Research;
- 3.1.5.2.1.3. Employer Payment Related Calls;
- 3.1.5.2.1.4. OAG Payment Related Calls; and
- 3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

- 3.1.5.2.2.1. Researching payments on Child Support Cases that should have been, but were not, received by OAG.
- 3.1.5.2.2.2. Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.

- 3.1.5.2.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to receive the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.
- 3.1.5.2.2.4. Providing a certified copy of the court order to OAG upon request without delay.
- 3.1.5.3. Customer Service Requirements.
 - 3.1.5.3.1. County shall:
 - 3.1.5.3.1.1. Respond to written inquiries within five (5) business days after receipt.
 - 3.1.5.3.1.2. Take action on information received within three (3) business days after receipt.
 - 3.1.5.3.1.3. Document allowable customer service activities on the OAG Case Management System.
 - 3.1.5.3.1.4. Return phone calls within three (3) business days after receipt.
 - 3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) business days after receipt.
 - 3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) business days after request.
 - 3.1.5.3.1.7. Provide customers with the OAG's toll free Enterprise Customer Service Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

- 3.2.1. This Section is applicable only if County exchanges interface control document ("ICD") files
- 3.2.2. The Parties will work to reduce the number of files exchanged, eliminate redundancy, modernize the technology, and streamline the exchange process, thus improving efficiency for all involved.
- 3.2.3. The OAG may, with sufficient notice to County, cease processing of any or all of the ICD's listed below.
 - 3.2.3.1. Interface Control Document Files
 - 3.2.3.1.1. ICD012, Full-Service and Registry-Only Collections
 - 3.2.3.1.2. ICD013, Registry-Only Disbursement Data.
 - 3.2.3.1.3. ICD015, Full-Service and Registry-Only Collection Adjustments.
 - 3.2.3.1.4. ICD050, Registry-Only Case Data for Local Registries.
 - 3.2.3.1.5. ICD035, Local Customer Service Registry Activities
 - 3.2.3.1.5.1. County may provide the ICD035 ICD to OAG for processing in the OAG Case Management System.
 - 3.2.3.1.5.2. At the request of OAG, County shall provide additional documentation to support the Customer Service Activity claims submitted on the ICD035. Said documentation shall be in the format designated by OAG and shall include the following data elements:
 - Customer Service Date
 - Customer Service Time
 - Cause Number
 - OAG Case ID
 - Name of caller
 - Caller's relationship to the case
 - Description of Customer Service Activity

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

3.3.1.1. Make changes to the design of the OAG Case Management System.

3.3.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System or OAG policy and procedures that impact the County's ability to provide Contract Services will be documented through Controlled Correspondence.

3.4. PERFORMANCE REVIEW. County shall allow OAG access to county's case management system, imaging system, and county facilities for the purpose of reviewing and inspecting county processes related to the requirements of this contract.

3.4.1. OAG and County will work together to plan for the performance review.

3.4.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.4.3. OAG and County will select a random sample of cases prior to the review.

3.4.4. OAG will review a random sample of Child Support Cases to ensure that:

3.4.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.

3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.

3.4.4.4. Child Support Orders direct child support payments to the SDU.

3.4.5. OAG will offer assistance with contract, statutory and operational issues.

3.4.6. OAG will provide training during the performance review as needed.

3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. TRAINING.

3.5.1. Mandatory Training.

3.5.1.1. County shall ensure that, upon notification by OAG, all County staff performing Contract Services comply with mandatory OAG training requirements.

3.5.2. OAG Case Management System.

3.5.2.1. All County staff performing Contract Services must be trained on the OAG Case Management System. Upon request from County, OAG will provide training materials (Reference Guide, CD ROMs, and/or Scenario Guide) on the OAG Case Management System. Training (via phone/webinar or classroom at an OAG regional training center) will be scheduled by OAG Regional Trainers by the end of the quarter following such request. County shall be responsible for any and all travel related costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem. County shall direct training requests to:

Larry Acevedo (or successor in office)
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR UNSATISFACTORY PERFORMANCE

4.1. DETERMINATION OF UNSATISFACTORY PERFORMANCE AND CORRECTIVE ACTION.

4.1.1. Failure of County to perform Contract Services shall be considered unsatisfactory performance. Unsatisfactory performance issues shall be communicated to County in writing by the OAG Contract Manager.

4.1.2. County must provide a written response to the OAG Contract Manager within a reasonable timeframe as determined by the OAG.

4.1.3. The OAG Contract Manager will review the County's written response and supporting documentation to make a final determination.

4.1.4. Final determination of performance findings will be documented in controlled correspondence to the County. If the OAG Contract Manager issues a final determination of unsatisfactory performance, County shall provide a corrective action plan.

4.1.4.1. County's corrective action plan must be submitted to the OAG Contract Manager within fifteen (15) business days of the final determination from the OAG of unsatisfactory performance.

4.1.4.2. The corrective action plan must include a timeline for implementation and must be approved by the OAG Contract Manager.

4.2. RIGHT TO WITHHOLD PAYMENTS.

4.2.1. OAG may withhold payment in whole or in part if County fails to:

4.2.1.1. Respond to the OAG's initial correspondence regarding contract service performance issues;

4.2.1.2. Submit a corrective action plan to OAG within the specified time frame; or,

4.2.1.3. Implement the approved corrective action plan within the specified time frame.

4.2.2. If the County's performance does not return to a satisfactory status within four (4) months after implementation of the corrective action plan, OAG may withhold payments in whole or in part.

4.2.3. If the unsatisfactory status persists for a total of six (6) months after implementation of the corrective action plan, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments.

4.2.4. OAG will resume payments to County at such time as OAG finds County has complied with the provisions enumerated in the "Determination of Unsatisfactory Performance and Corrective Action" section above. The first payment after resumption shall include all costs accrued during the period in which payments were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Thirty Thousand Dollars and No Cents (\$30,000.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. Federal Share.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. State Case Registry.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is \$12.89.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is \$4.09.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the number of State Case Registry Complete activities during the calendar month multiplied by the State Case Registry Complete Fee plus the number of State Case Registry Complete Updates during the calendar month multiplied by the State Case Registry Complete Update Fee.

5.2.2.3.1. Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

$$[(\text{Calendar Month State Case Registry Complete activities} \times \$12.89) + (\text{Calendar Month State Case Registry Complete Update activities} \times \$4.09)] \times \text{Federal Share} = \text{OAG Liability.}$$

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of number of Allowable Customer Service Activities performed on Full Service and Registry-Only Child Support Cases during the calendar month minus the number of Allowable Customer Service Activities performed on Registry-Only Cases during the calendar month multiplied by the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$4.12. For purpose of reference only the Federal Disallowance Percentage for SFY 2015 annualized is 22.31%.

5.2.3.1.1. Thus, OAG's liability for County's Contract associated Local Customer Service costs will be calculated as follows:

$$[(\text{Calendar Month Full Service Inquiries Handled by County Personnel} + \text{Calendar Month Registry-Only Inquiries Handled by County Personnel}) - (\text{Calendar Month Registry-Only Inquiries} \times \text{Federal Disallowance Percentage})] \times \$4.12 \times \text{Federal Share} = \text{OAG Liability.}$$

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattomevgeneral.gov

Or via USPS mail to:

Jamie Lala, OAG Contract Manager (or successor in office)

Mail Code 062

Office of the Attorney General

PO Box 12017

Austin, TX 78711-2017

Or via facsimile to: (512) 460-6654

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g., sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g., customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION.

5.5.1. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. County further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through County and the requirement to cooperate is included in any subcontract it awards.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement. The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such

termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE.

6.1.1. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

6.1.2. Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

6.1.3. Controlled Correspondence documents shall be maintained by both parties in on-going logs. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one (1) party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Melanie Reed (or successor in office)
Ellis County District Clerk
109 S Jackson St #209
Waxahachie, TX 75165-3745

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Mara Flanagan Friesen (or successor in office)
Deputy Attorney General for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Clayton Richter (or successor in office)
Managing Attorney,
Policy, Legal and Program Operations
Transactional Attorneys
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Jamie Lala (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email address: jamie.lala@texasattorneygeneral.gov
Phone: (512) 460-6768

6.3.1.1. Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

6.3.1.2. The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office Director or Local Registry's office manager as County Contract Manager.

6.3.2.1. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING.

6.4.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

6.5. NO ASSIGNMENT BY COUNTY.

6.5.1. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE, OR ABUSE.

6.6.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one (1) of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov); and
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.2. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.3. The words fraud, waste or abuse as used in this Section have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG.

6.7.1. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions.

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean (business name and address).

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Information Protection Provisions.

7.1.2.1.7. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.8. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.3, PHYSICAL AND SYSTEM SECURITY, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties.

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. County or County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that County shall give OAG, and shall cause County's Agents to give OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with OAG if OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Data. OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

7.2.2.3. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance.

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract.

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months of contract award, County and OAG shall develop, and mutually agree upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

- (i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
- (ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;

- (iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and
- (iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (*Attachment C*).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall, in accordance with the detailed retention schedule agreed to by County and OAG under Section 7.2.4 above, either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days of contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.2.5. Requests to County for Confidential or Public Information.

7.2.5.1. County and County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. County is not authorized to respond to public information requests on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this contract. County shall forward any information requests to:

Office of the Attorney General, Public Information Coordinator
 Fax (512) 494-8017
 Email address: Publicrecords@texasattorneygeneral.gov

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days of the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g., information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance Level 3 or 4.

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- (i) Independent oversight of systems administrators and programmers;
- (ii) Restriction of user, operator, and administrator accounts in accordance with job duties;
- (iii) Authentication of users to the operating system and application software programs;
- (iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
- (v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
- (vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
- (vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
- (viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.4. ENCRYPTION.

7.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure.

7.5. SECURITY AUDIT.

7.5.1. Right to Audit, Investigate and Inspect.

7.5.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

- (i) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, County and County's Agents;
- (ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system; and
- (iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.5.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.5.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.5.1.4. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.6. SECURITY INCIDENTS.

7.6.1. Response to Security Incidents.

7.6.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

- (i) Initial responders;
- (ii) Containment;
- (iii) Management Notification;
- (iv) Documentation of Response Actions;
- (v) Expedient confirmation of system integrity;
- (vi) Collection of audit trails and similar evidence;
- (vii) Cause analysis;
- (viii) Damage analysis and mitigation;
- (ix) Internal Reporting Responsibility;
- (x) External Reporting Responsibility; and
- (xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. *Attachment D* is County's current internal incident response plan. Any changes to this incident response plan requires OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

7.6.2. Notice.

7.6.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken.

7.6.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (*Attachment E*) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.6.2.3. Each day thereafter until the investigation is complete, County shall:

- (i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
- (ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.6.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.6.3. Final Report.

7.6.3.1. Within five (5) business days of completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.6.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.6.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.6.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.6.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.6.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.6.4. Independent Right to Investigate.

7.6.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.7. REMEDIAL ACTION.

7.7.1. Remedies Not Exclusive and Injunctive Relief.

7.7.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.7.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.7.2. Notice and Compensation to Third Parties.

7.7.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.7.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

- (i) A brief description of what happened;
- (ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
- (iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
- (iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
- (v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.7.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.7.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.8. COMMENCEMENT OF LEGAL ACTION.

7.8.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. AMENDMENT

8.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. TERMINATION OF THE CONTRACT

9.1. CONVENIENCE OF THE STATE OF TEXAS.

9.1.1. OAG reserves the right to terminate the contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if OAG determines that such termination is in its best interest. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination. The OAG shall have no other liability including no liability for any costs associated with the termination.

9.2. TERMINATION FOR DEFAULT/CAUSE.

9.2.1. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

9.2.2. OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. CHANGE IN FEDERAL OR STATE REQUIREMENTS.

9.3.1. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. RIGHTS UPON TERMINATION.

9.4.1. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. SURVIVAL OF TERMS.

9.5.1. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law and Conforming Amendments. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of five (5) years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as *Attachment F* and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. This Contract shall not render County an employee, officer, or agent of the OAG for any purpose. County is and shall remain an independent contractor in relationship to the OAG. The OAG shall not be responsible for withholding taxes from payments made under this Contract. County shall have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard OAG Child Support program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

10.2.3.1. County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

10.2.3.2. In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases or Pronouncements. The OAG does not endorse any Contractor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. BACKGROUND REVIEWS.

10.5.1. By entering into this contract, County acknowledges that the OAG will perform background reviews, to include criminal history record information, of all County Agents before allowing a County Agent to provide contract services. Prior to allowing a county agent to provide contract services, County shall provide the OAG with a completed "New County User Access form" (See *Attachment G*) which includes:

- the County Agent's name (including any other names used);
- day time phone number;
- responsibilities under the contract;
- date of birth;
- driver license number; and
- social security number.

10.5.2. County shall provide the "Request for New County User" form via email to: CSD-CountyAccess@texasattorneygeneral.gov.

10.5.3. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives.

10.5.4. A County Agent who is a registered sex offender or has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft or fraud may NOT perform contract services.

10.5.5. No County Agent shall commence performance of contract services or assume new responsibilities regarding contract services until OAG consents to such County Agent performing such service or new responsibility. This prohibition pertains to performance of contract services and is not intended to preclude County from continuing to engage County Agent's services for non-contract services.

10.5.6. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting access to OAG Data. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.7. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one (1) business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than thirty (30) calendar days after the date of the arrest. Within one (1) business day after receipt, County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

10.8. SEVERABILITY. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Ellis County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

- 10.12.1. Attachment A: OAG Procedures for Customer Identification
- 10.12.2. Attachment B: Record of Support, Form 1828
- 10.12.3. Attachment C: Certificate of Destruction for Counties and Vendors
- 10.12.4. Attachment D: County's Incident Response Plan
- 10.12.5. Attachment E: Security Incident Report
- 10.12.6. Attachment F: Certification Regarding Lobbying
- 10.12.7. Attachment G: New County User Access form

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

ELLIS COUNTY

Mara Flanagan Friesen
Deputy Attorney General for Child Support
(IV-D Director)

The Honorable Carol Bush
County Judge, Ellis County

Signed Date

Signed Date

**OAG Procedures
For
Customer Identification**

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name



Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Record of Support

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872, e-mail csd-sdu@texasattorneygeneral.gov, or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

Order Information

County Name: Court Number: Cause Number: Attorney General Case Number: Date of Hearing: Order Sign Date: Order Type: [] New Order [] Modified Order Payment Location: [] SDU [] County [] Other

Obligee/Custodial Parent Information

[] Family Violence Protection (FV) (Check if individual below is a victim of family violence)

Name: Date of Birth: Social Security Number: Address: City: State: Zip: Sex: [] Male [] Female Driver's License Number: Home Phone: Work Phone: Cell Phone: Relationship to Child(ren): Employer Name: Address: City: State: Zip:

Obligor/Non-Custodial Parent Information

[] Family Violence Protection (FV) (Check if individual below is a victim of family violence)

Name: Date of Birth: Social Security Number: Address: City: State: Zip: Sex: [] Male [] Female Driver's License Number: Home Phone: Work Phone: Cell Phone: Relationship to Child(ren): Employer Name: Address: City: State: Zip:

Post Office Box 12017, Austin, Texas 78711-2017 Tel: (512)460-6000 1-800-252-8014

email: csd-sdu@texasattorneygeneral.gov or visit the Office of the Attorney General's website (www.texasattorneygeneral.gov).



Figure: 1 TAC §55.121

FILLEN REPORT DIVISION

Dependent Information			
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<i>Attach additional forms if there are more children for this cause</i>			
Attorney Information			
Obligee Attorney:	Phone:	Obligor Attorney:	Phone:

Form prepared by: _____ Phone: _____ Date: _____

Office of the Attorney General – Child Support Division
 Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. <http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88-with-errata.pdf>

Contact Name	Title	Company Name and Address	Phone
You may attach an inventory of the media if needed for bulk media disposition or destruction.			
Media Type		Media Title / Document Name	
HARD COPY	ELECTRONIC		
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			
Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number
Item Sanitization	CLEAR	Who Completed?	Who Verified?
	PURGE	Phone	Phone
	DESTROY	DATE Completed	
Sanitization Method and/or Product Used →			
Final Disposition of Media	Reused Internally		Destruction / Disposal
	Reused Externally		Returned to Manufacturer
	Other:		
<u>Comments:</u>			
If any OAG Data is retained, indicate the type of storage media, physical location(s), and any planned destruction date.			
Description of OAG Data Retained and Retention Requirements			
Proposed method of destruction for OAG approval:		Type of storage media?	
		Physical location?	
		Planned destruction date?	
Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used. Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.			
Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date
Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.			
Send the signed Certificate of Destruction to: OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017			

**Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors**

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with_errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the CLEAR procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some PURGE techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the DESTRUCTION procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the DESTRUCTION procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.

6. Send the signed Certificate of Destruction to

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Arthur.Cantrell@texasattorneygeneral.gov

Final Distribution of Certificate	Original to:	Arthur Cantrell, Information Security Officer 512-460-6061
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

**Ellis County
Incident Response Plan**

Adopted Date: _____

Overview

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

Incident Response Team

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	<p>Immediately report incident directly to OAG CISO and OAG Contract Manager</p> <p>Determine nature and scope of the incident</p> <p>Contact members of the Incident Response Team</p> <p>Determine which Team members play an active role in the investigation</p> <p>Escalate to executive management as appropriate</p> <p>Contact other departments as appropriate</p> <p>Monitor and report progress of investigation to OAG CISO</p> <p>Ensure evidence gathering and preservation is appropriate</p> <p>Prepare and provide a written summary of the incident and corrective action taken to OAG CISO</p>
Information Technology Operations Center	<p>Central point of contact for all computer incidents</p> <p>Notify CISO to activate Incident Response Team</p>
Information Privacy Office	<p>Document the types of personal information that may have been breached</p> <p>Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information</p> <p>Assist in developing appropriate communication to impacted parties</p> <p>Assess the need to change privacy policies, procedures and/or practices as a result of the breach</p>
Network Architecture	<p>Analyze network traffic for signs of external attack</p> <p>Run tracing tool and event loggers</p> <p>Look for signs of firewall breach</p> <p>Contact external internet service provider for assistance as appropriate</p> <p>Take necessary action to block traffic from suspected intruder</p> <p>Prepare Incident Containment Report, as appropriate, and forward to County CISO</p>
Operating Systems Architecture	<p>Ensure all service packs and patches are current on mission-critical computers</p> <p>Ensure backups are in place for all critical systems</p> <p>Examine system logs of critical systems for unusual activity</p> <p>Prepare Incident Containment Report, as appropriate, and forward to County CISO</p>
Business Applications	<p>Monitor business applications and services for signs of attack</p> <p>Review audit logs of mission-critical servers for signs of suspicious activity</p> <p>Contact the Information Technology Operations Center with any information relating to a suspected breach</p> <p>Collect pertinent information regarding the incident at the request of the CISO</p>
Internal Auditing	<p>Review systems to ensure compliance with Information security policy and controls</p> <p>Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches</p> <p>Report any system control gaps to management for corrective action</p> <p>Prepare Incident Eradication Report and forward to County CISO</p>

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Information Security Officer	Arthur Cantrell	512-460-6061	arthur.cantrell@texasattorneygeneral.gov
OAG Contract Manager	Jamie Lala	512-460-6768	jamie.lala@texasattorneygeneral.gov

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer	Teral Crawford	972-825-5018	Teral.Crawford@co.ellis.tx.us
County Contract Manager	Melanie Reed	972-825-5092	Melanie.Reed@co.ellis.tx.us
Information Technology Operations Center	Teral Crawford	972-825-5018	Teral.Crawford@co.ellis.tx.us
Information Privacy Office	↓	↓	↓
Network Architecture	↓	↓	↓
Operating Systems Architecture	↓	↓	↓
Business Applications	↓	↓	↓
Internal Auditing	Mike Navarro	972-825-5122	Navarro@Flash.net



CHILD SUPPORT DIVISION

ATTACHMENT E SECURITY INCIDENT REPORT For Contractors or Vendors

To immediately report an incident
please contact:

Arthur Cantrell
OAG-CS Information Security Officer
Arthur.Cantrell@texasattorneygeneral.gov
Office (512) 460-6061
Fax (512) 460-6850

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per Chapter 2059.055 Texas Government Code (TGC) and Chapter 552.139 Texas Business and Commerce Code (TB&CC).

1. Contact Information			
Company Name:			
Full Name:			
Job Title:			
Division or office:			
Work phone:			
Mobile phone:			
E-mail address:			
Fax number:			
<i>Additional contact information: (e.g., subject matter experts; incident response team members)</i>			
Area of Specialty	Name	Email	Phone #



CHILD SUPPORT DIVISION

ATTACHMENT E SECURITY INCIDENT REPORT For Contractors or Vendors

2. Type of Incident (Check all that apply)	
<input type="checkbox"/> Account compromise (e.g., lost password)	<input type="checkbox"/> Social engineering (e.g., phishing, scams)
<input type="checkbox"/> Denial of service (including distributed)	<input type="checkbox"/> Technical vulnerability (e.g., 0-day attacks)
<input type="checkbox"/> Malicious code (e.g., virus, worm, Trojan)	<input type="checkbox"/> Theft/loss of equipment/media/document
<input type="checkbox"/> Misuse of systems (e.g., acceptable use)	<input type="checkbox"/> Unauthorized access (e.g., systems, devices)
<input type="checkbox"/> Reconnaissance (e.g., scanning, probing)	<input type="checkbox"/> Unknown/Other (Please describe below)
Description of incident:	

3. Scope of Incident (Check one)	
<input type="checkbox"/> Critical (e.g., affects public safety or Federal/State/Individual confidential or private information)	
<input type="checkbox"/> High (e.g., affects Contractor's entire network or critical business or mission systems)	
<input type="checkbox"/> Medium (e.g., affects Contractor's network infrastructure, servers, or admin accounts)	
<input type="checkbox"/> Low (e.g., affects Contractor's workstations or standard user accounts only)	
<input type="checkbox"/> Unknown/Other (Please describe below)	
Estimated number of systems affected: (e.g., workstations, servers, mainframes, applications, switches, routers)	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: (e.g., vendors, contractors, partners)	
Additional scope information:	

4. Impact of Incident (Check all that apply)	
<input type="checkbox"/> Loss of access to services	<input type="checkbox"/> Propagation to other networks
<input type="checkbox"/> Loss of productivity	<input type="checkbox"/> Unauthorized disclosure of data/information
<input type="checkbox"/> Loss of revenue	<input type="checkbox"/> Unauthorized modification of data/information
<input type="checkbox"/> Loss of reputation	<input type="checkbox"/> Unknown/Other (Please describe below)
Estimated total cost incurred: (e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)	



CHIEF SUPPORT DIVISION

ATTACHMENT E SECURITY INCIDENT REPORT For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information (Check all that apply)

<input type="checkbox"/> Confidential/Sensitive/IRS data/info	<input type="checkbox"/> Personally identifiable information (PII/PHI)
<input type="checkbox"/> Financial data/info	<input type="checkbox"/> Intellectual property/copyrighted data/info
<input type="checkbox"/> Non-sensitive data/info	<input type="checkbox"/> Critical infrastructure/Key resources
<input type="checkbox"/> Publicly available data/info	<input type="checkbox"/> Unknown/Other (Please describe below)

Quantity of data/information affected:
(e.g., file sizes, number of records)

Describe the data and/or information that may have been compromised:

6. Users and/or Customers Affected by Incident (Provide as much detail as possible)

Number of affected Users		Number of affected Customers	
User Name	User Job Title	System access levels or rights of affected users: (e.g., regular user, domain administrator, root)	

Additional User and/or Customer details:

7. Systems Affected by Incident (Provide as much detail as possible)

Attack sources (e.g., IP address, port):	
Attack destinations (e.g., IP address, port):	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: (e.g., web server, domain controller)	
Operating systems of affected systems: (e.g., version, service pack, configuration)	
Patch level of affected systems: (e.g., latest patches loaded, hotfixes)	



CHILD SUPPORT DIVISION

ATTACHMENT E SECURITY INCIDENT REPORT For Contractors or Vendors

Security software loaded on affected systems: <i>(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)</i>	
Physical location of affected systems: <i>(e.g., state, city, building, room, desk)</i>	
Additional system details:	

8. Remediation of Incident <i>(Provide as much detail as possible – include dates)</i>	
Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: <i>(e.g., perform vulnerability scan, code review, system tests)</i>	
Actions planned by Contractor to prevent similar incidents: <i>(provide timeline)</i>	
Additional remediation details:	

9. Timeline of Incident <i>(Provide as much detail as possible)</i>	
a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: <i>(estimation if exact date and time unknown)</i>	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: <i>(use whichever date and time is later)</i>	
d. Elapsed time between the incident and discovery: <i>(e.g., difference between a. and b. above)</i>	
e. Elapsed time between the discovery and restoration: <i>(e.g., difference between a. and c. above)</i>	



ATTACHMENT E
SECURITY INCIDENT REPORT
For Contractors or Vendors

Detailed incident timeline:		
Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned (Provide any other relevant information)

11. List of Attachments (Include the name and date of each attachment)

Please submit the completed form, attachments and all updates to:

Arthur Cantrell
 OAG-CS Information Security Officer
 Mail Code 033-1
 5500 E. Oltorf : P.O. Box 12017
 Austin, TX 78741 : Austin, TX 78711-2017
 Office (512) 460-6061
 Fax (512) 460-6850
 Arthur.Cantrell@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- Please encrypt all documents prior to transmission.
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the TIGTA and the IRS immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact TIGTA and the IRS immediately. TIGTA contact for Texas: 972-308-1400 (Dallas).

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes*, or *Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

(Date)

(Organization)



CHILD SUPPORT DIVISION

Request for New County User

A criminal background review will be conducted prior to providing access to TXCSES systems. This form must be completed and returned to CSD-CountyAccess@texasattorneygeneral.gov before access can be granted.

Employee Name: _____

Other Names (i.e. maiden, etc.) _____

County: _____

Daytime Phone Number: _____

Responsibilities under the contract: _____

Date of Birth: _____

Driver's License Number: _____

Social Security Number: _____

Supervisor's Signature

Date

Title

A4

**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, the Shawnee Cattle Trail played a significant role as the first North-South cattle trail and reached the farthest east of the four great cattle driving trails from Texas to the northern markets ; and

WHEREAS, the Shawnee Cattle Trail passed through western Ellis County, situated within the blackland prairie, crossed by several creeks and shallow natural springs, and provided for an abundance of forage and water, ensuring a safe passage for the journey north; and

WHEREAS, Waxahachie, the Ellis County Seat was established in 1850 and was a supply stop on the trail. But by 1855 an epidemic of Texas Fever threatened the welfare of the state's cattle industry. Outbreaks caused Midwestern states to quarantine or ban Texas cattle altogether.

WHEREAS, the short-lived Texas cattle trails forever sealed the public's image of the American cowboy and western culture, the Shawnee Trail in particular served a more distinct purpose as one facet of an historic transportation corridor through Ellis County.

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners Court wishes to underscore the significance of the Shawnee Cattle Trail, which saw thousands of head of Texas longhorns, and to recognize it as a valuable part of our County history.

In witness thereof, signed the 11th day of October, 2016.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

**ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT**

F2
received
9/23/16

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
001-0210-40719-00000-000	Chapter 19 State Funding	\$ (2,625.00)
001-0210-40719-00000-000	Chapter 19 State Funding	\$ (3,636.00)
001-0210-40719-00000-000	Chapter 19 State Funding	\$ (501.86)
	Total	\$ (6,762.86)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenditures	\$ 2,625.00
001-0210-50800-00000-000	Chapter 19 Expenditures	\$ 3,636.00
001-0210-50800-00000-000	Chapter 19 Expenditures	501.86
	Total	\$ 6,762.86


Signature of Department Head

9-22-2016
Date Signed

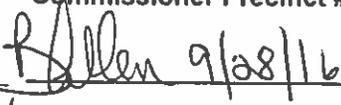
Elections
Department

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

Approved by County Auditor's Office:

 9/28/16
Needs court approval

F3

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
001-0330-40003-00000-000	Inmate Reimbursements	2,000.00
001-0015-50502-00000-000	Staff Salary	50,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50801-00000-000	Supplies	3,000.00
001-0015-50865-00000-000	Employee Screening	1,000.00
001-0015-50701-00000-000	Utilities	48,000.00


27-Sep-16
 Signature of Department Head Date Signed Department 15 / Jail

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

Needs Court approval

Approved by County Auditor's Office:



F4

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

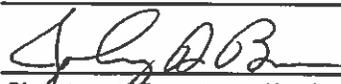
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-50884-00000-000	Auto Insurance	17,186.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-50812-00000-000	Radio	186.00
001-0010-50809-00000-000	Auto Repairs	2,000.00
001-0010-50810-00000-000	Auto Tires	15,000.00


28-Sep-16
 Signature of Department Head Date Signed Department 10 / Sheriff

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

needs court approval

Approved by County Auditor's Office:



F5

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
001-0420-50894-00000-000	Secure Residential	3,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50899-00000-000	other Programs & Groups	\$3000

RECEIVED

SEP 20 2016

ELLIS COUNTY
AUDITOR

Chastin Johnson 9/26/2016
 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

Approved by County Auditor's Office:

V Spurlin 9/30/16
 Needs court approval.

F6

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
001-0420-50897-0000-00	Substance Abuse Services	\$ 1,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50898-00000-0000	Individual/Family Counseling	\$ 1,000

RECEIVED
SEP 29 2016
ELLIS COUNTY
AUDITOR

Chatum Johnson
Signature of Department Head

9/29/16
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

Approved by County Auditor's Office:

V Spurlin 9/30/16

Needs Court Approval

F7

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
012-0755-30302-00000-000	FM4/FUND BAL. CARRYOVER	17,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50911-00000-000	FM4/GRAVEL	17,000.00

RECEIVED

OCT 04 2016

ELLIS COUNTY
AUDITOR


Signature of Department Head

ROAD & BRIDGE PCT. 4
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

needs
court
approval

Approved by County Auditor's Office:



2016/2017

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

F8

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50807-00000-000	GEN MISC.	\$ (5,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50502-00000-000	WAGES	\$ 5,000.00

RECEIVED
OCT 04 2016
ELLIS COUNTY
AUDITOR


Signature of Department Head

10-4-2016
Date Signed

C Pet 3
Department

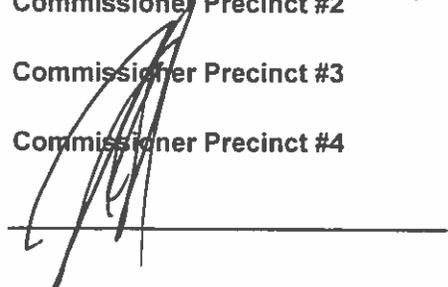
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2016/2017

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

needs court approval

Approved by County Auditor's Office:



**ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT**

F9

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
010-0653-30302-00000-000	FM2 FUND BALANCE CARRY OVER	\$5,225.00

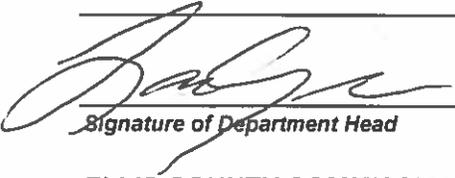
POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50802-00000-000	FM2 EQUIPMENT	\$5,225.00

POSTED
PCT2
COMPUTER

RECEIVED
OCT 04 2016
ELLIS COUNTY
AUDITOR



Signature of Department Head

Date Signed

10.4.16

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 _____, 2015/2016

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

*Needs
Court
approval*

Approved by County Auditor's Office:



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

F10

September 30, 2016

October 11, 2016 Commissioners' Court

Refund to be issued to:

Account

Refund Amount

Caliber Home Loans

208590

\$ 3,583.38

Carrington Mortgage

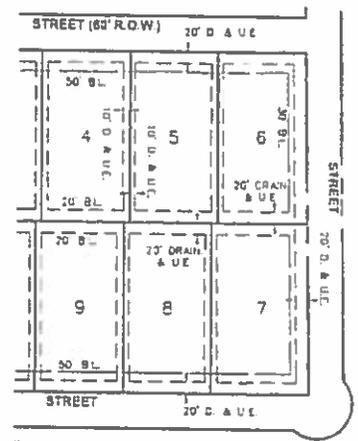
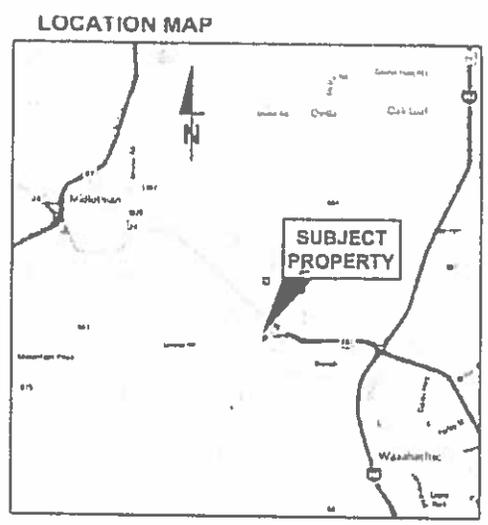
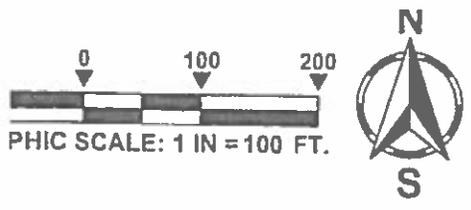
225401

\$ 29,580.67

OK
11/3/16
TAX Refunds
constant
agrowth

[Type here]

SPI



1. FRONT SETBACK: 50'
2. SIDE YARD SETBACKS: 20', SIDE YARD ADJACENT TO R.O.W. 30'
3. REAR YARDS, ADJACENT TO R.O.W.: 40'
4. ADDITIONAL 20' D & U.E. ALONG BACK OF LOTS & ADJACENT TO R.O.W.
5. 10' DRAINAGE & UTILITY EASEMENTS ALONG ALL INTERIOR PROPERTY LINES UNLESS OTHERWISE SHOWN.

TYPICAL EASEMENT & BUILDING LINE LOCATIONS

LEGEND:

CIRS - CAPPED IRON ROD SET
 IRF - IRON ROD FOUND

FILED FOR RECORD
 ELLIS COUNTY CLERK

CABINET _____

PAGE _____

DATE _____

OWNER:
 MARK D. & MELANIE L. BREWER
 5822 CORNELIA COURT
 MIDLOTHIAN, TX 76065

SIMPLIFIED PLAT
LOT 1, BLOCK 1;
BREWER
ESTATES

BEING 6.004 ACRES OF LAND OUT OF THE DANIEL WEAVER SURVEY, ABSTRACT NUMBER 1138, SITUATED IN ELLIS COUNTY, TEXAS

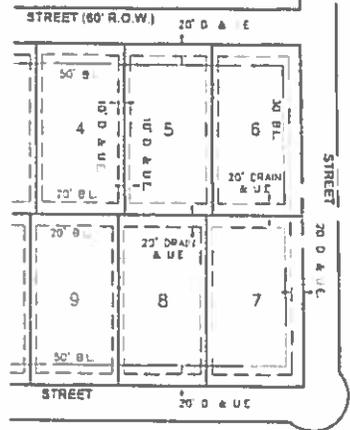
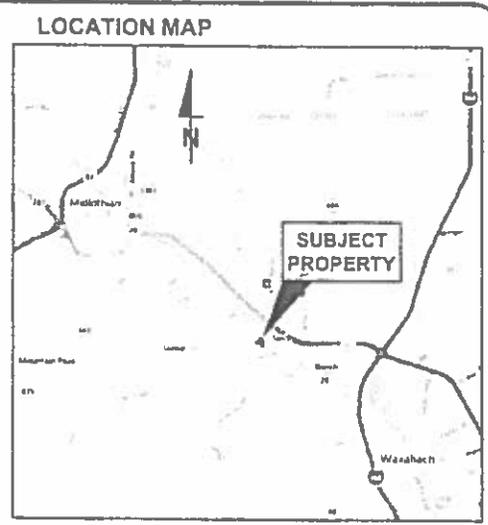
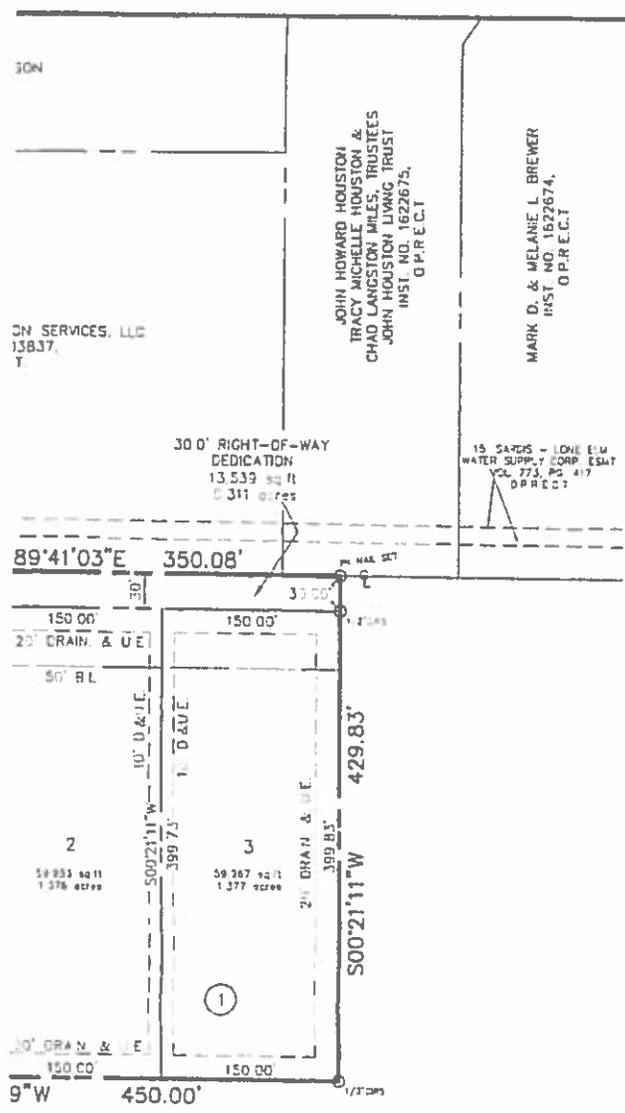
PREPARED MAY 2016
 1 LOTS

WHITFIELD HALL SURVEYORS
 3559 WILLIAMS ROAD, SUITE 107
 CORT WORTH, TEXAS 76116

11 ACRE RESIDENTIAL TRACT
 VOL. 670, PG. 24,
 O.P.R.E.C.T.

TRACT 2
 THE J-M LIVING
 VOL. 2492, PG.
 O.P.R.E.C.T.

VAY
 IRED



NOTE:
 DRIVEWAY CULVERTS
 REQUIRED:
 LOT 1 - 24"
 LOT 2 - 24"
 LOT 3 - 27"

1. FRONT SETBACK: 50'
 2. SIDE YARD SETBACKS: 20'; SIDE YARD ADJACENT TO R.O.W.: 30'
 3. REAR YARDS, ADJACENT TO R.O.W.: 40'
 4. ADDITIONAL 20' D. & U.E. ALONG BACK OF LOTS & ADJACENT TO R.O.W.
 5. 100' DRAINAGE & UTILITY EASEMENTS ALONG ALL INTERIOR PROPERTY LINES UNLESS OTHERWISE SHOWN.
- TYPICAL EASEMENT & BUILDING LINE LOCATIONS**

PROPERTY ACQUISITION SERVICES, LLC
 INST. NO. 1603937,
 O.P.R.E.C.T.

**HENRY BINGHAM SURVEY,
 ABSTRACT NUMBER 154**

LEGEND:

CIRS - CAPPED IRON ROD SET
 IRF - IRON ROD FOUND

OWNER:
 JHH PROPERTY ACQUISITION SERVICES, LLC
 202 I-35E, SUITE C
 RED OAK, TEXAS 75154
 886-646-6008
CONTACT:
 MARK SHELTON
 817-501-1398

**FILED FOR RECORD
 ELLIS COUNTY CLERK**

CABINET _____
 PAGE _____
 DATE _____

**SIMPLIFIED PLAT
 LOTS 1-3, BLOCK 1;**

**BINGHAM
 ESTATES**

BEING 4.446 ACRES OF LAND OUT OF THE HENRY BINGHAM SURVEY, ABSTRACT NUMBER 154, SITUATED IN ELLIS COUNTY, TEXAS

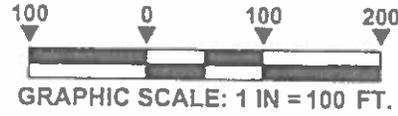
PREPARED MAY 2016
 3 LOTS

WHITFIELD HALL SURVEYORS

ELLIS FAMILY LIMITED PARTNERSHIP
VOL. 1862, PG. 872,
O.P.R.E.C.T.

DANIEL WILSON
ABSTRACT NUMBER 1

SP2 U.P.R.E.C.T.



JHH PROPERTY AC
INST. A
O.P.R.E.C.T.

WYNDELL S. & JENNIFER A. WILSON
INST. NO. 1622673,
O.P.R.E.C.T.

1/2" SARDIS - LOVE ELU
WATER SUPPLY CORR ESMT
VOL. 773, PG. 417
O.P.R.E.C.T.

N89°56'22"E 940.83'

HONEYSUCKLE ROAD

S89°25'23"E
101.27'

POINT OF
COMMENCING

15 SARDIS - LOVE ELU
WATER SUPPLY CORR ESMT
VOL. 773, PG. 417
O.P.R.E.C.T.

POINT OF
BEGINNING

A. RAINER SURVEY,
ABSTRACT NUMBER 930

ANDREW D. &
DAVID L. FARR
VOL. 2187, PG. 219,
O.P.R.E.C.T.

DAVID L. FARR
VOL. 2187, PG. 219,
O.P.R.E.C.T.

101.13
50.1

430.00'
N00°10'22"E
400.00'

60,212 sq ft
1.382 acres

150.00
N89°

JHH

300' ± P. 35
VOL. D.R.E.

1. BASIS OF BEARING.
BASIS OF BEARING ARE THE BEARINGS AS THEY APPEAR IN CABINET
C, SLIDE 341, PLAT RECORDS OF ELLIS COUNTY, TEXAS

BENCHMARKS:

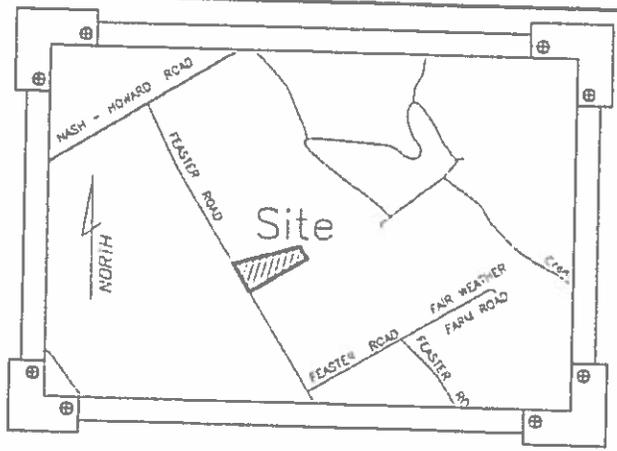
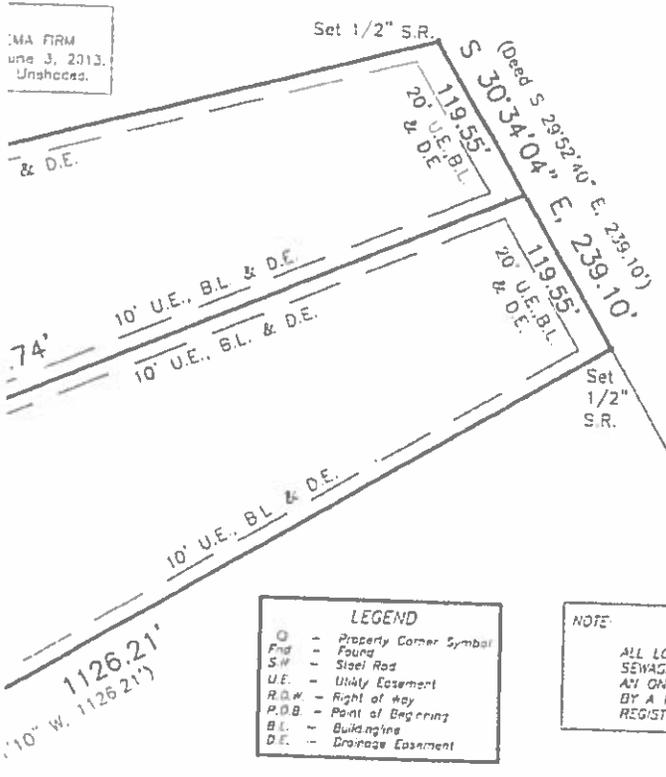
"x" CUT SET AT THE SOUTHWEST CORNER OF SARDIS RD. & SARALVO RD., 45 +/-' SOUTH
OF THE CENTERLINE OF SARDIS RD. AND 55 +/-' WEST OF SARALVO RD. AT THE
NORTHEAST CORNER OF A CONCRETE SLAB.
ELEVATION: 599.82

"s" CUT SET AT THE NORTHEAST CORNER OF A CONCRETE HEADWALL, 150 +/-' WEST OF
SARALVO RD AND 15' NORTH OF HONEYSUCKLE RD.
ELEVATION: 589.48

SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
That I, Johnny D.L. Williams, R.P.L.S. NO. 4818, do hereby
certify that I prepared this plat from an actual and
accurate survey of the land and that the corner
monuments shown thereon as set were properly placed
under my personal supervision in accordance with Ellis
County Rules, Regulations and Specifications for Subdivisions
and Manufactured Homes.
Johnny D.L. Williams
Johnny D.L. Williams, R.P.L.S. Date 9-2-2016



SP3



LOCATION MAP SCALE : 1" = 2000'

STATE OF TEXAS
COUNTY OF ELLIS

Certificate of approval by the Commissioners Court of Ellis County, Texas
Approved this date, the _____ day of _____, 2016

LEGEND

- ⊙ - Property Corner Symbol
- Eng - Easement
- S/R - Steel Rod
- U.E. - Utility Easement
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning
- BL - Building
- D.E. - Drainage Easement

NOTE:

ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR REGISTERED SANITARIAN.

County Judge _____

This plat has been Preliminary/Final approved 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 _____

Geners:
David M Wilcher and Rachael D. Wilcher
2050 Feaster Road
Waxahachie, Texas 75165
Phone: 469-337-1377

BOYTE
DRES
Pg. 751
CT
ER ROAD

CECIL HUDSON
10.68 ACRES
Part of Vo. 491,
Pg. 508, DIRECT
2010 FEASTER ROAD

SURVEYOR'S DECLARATION

THIS is to declare that I, Walter Keven Davis, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground, and that all lot corners, angle points, and points of curve have been properly marked on the ground, and that this plat correctly represents that survey made by me.

Walter Keven Davis
Walter Keven Davis
Texas Registration No. 4466

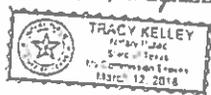


STATE OF TEXAS

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter Keven Davis, 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.

Gave under my hand and seal this the 27th day of September, 2016

Tracy Kelley
Notary Public in and for the
State of Texas



SIMPLIFIED PLAT

**Lots 1 and 2, Block A
FEASTER ESTATES**

Being a 10.265 Acre Addition in the
W.B.M. Nicholson Survey, Abst. 788
Ellis County, Texas

**ENGINEERS
D & M DAVIS & McDILL, Inc.**
SURVEYORS
(A Texas licensed surveying firm # 101504-00)
P.O. BOX 428, Waxahachie, Texas 75168
Phone: Mlra 972-938-1185 Fax: 972-937-0367

554.73 (feet) along the southwest line of the tract and line of said 202.178 acre tract with said FEASTER ROAD to the POINT OF BEGINNING and containing 1 acre is within a 30' wide right of way dedication.

I hereby adopt the plat designating the hereabove and do hereby and do hereby reserve the right of all public utilities desiring to use or using the same and keep removed all or part of any building, structure or other improvement which in any way endangers or interferes with the electric system on any of these easement strips; and any person or persons to and from and upon said easement strips, inspecting, patrolling, maintaining and adding to or removing therefrom at any time of procuring the permission.

28th DAY OF September 2016

Rachael D. Wilcher
Rachael D. Wilcher

in and for said state on this day personally appeared _____ 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.



SFS

PLATING NOTE:
Property is not in the E.T.J. of any City and is subject to the platting rules and regulations of Ellis County

LAZARO CASTANEDA, ET UX
154.456 ACRES
VOL. 2547, PG. 1406 OPRECT
2070 FEASTER ROAD

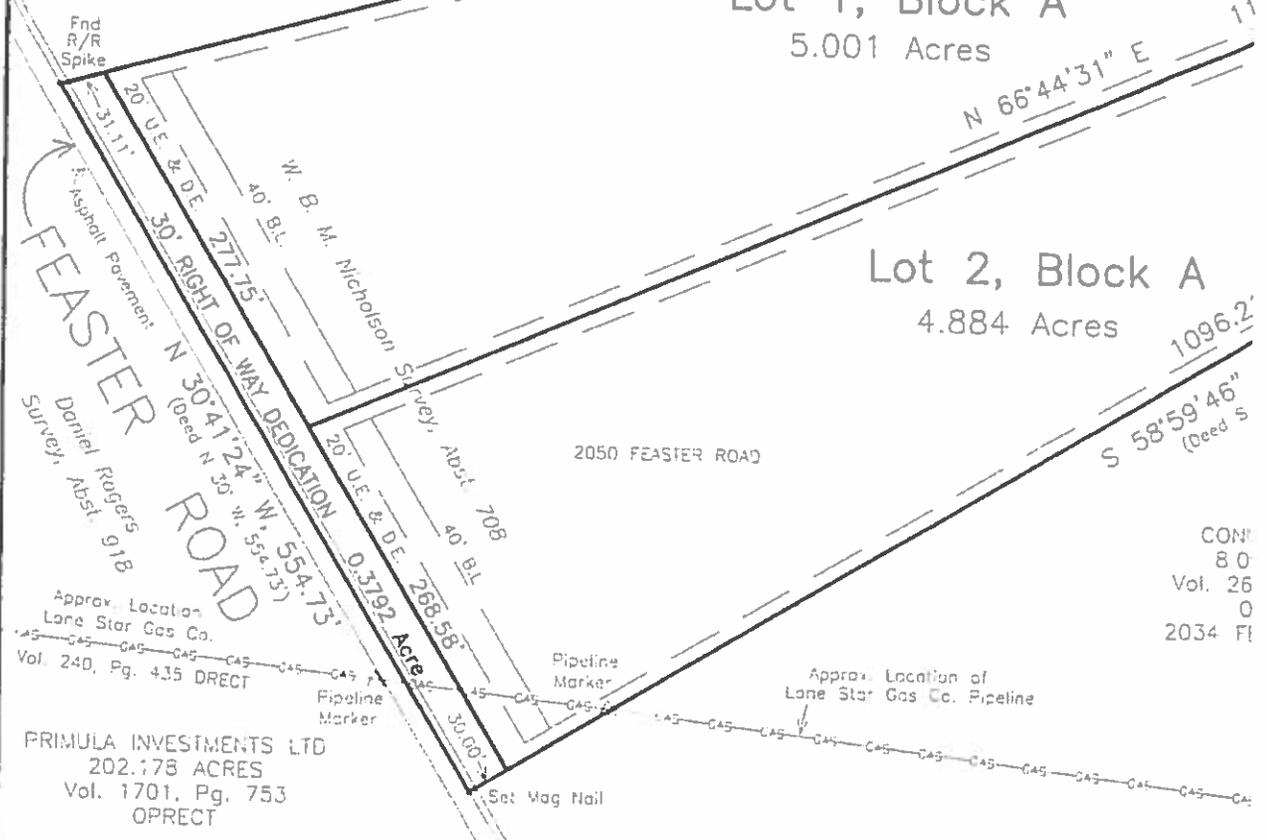
NOTE:
No 100 year floodplain p
Map # 48139C0350F, da
Subject property is in 2a



(Deed N 75°21'30" E, 1168.43')
N 74°40'06" E 1168.43'
1137.32'
10' U.E.

Lot 1, Block A
5.001 Acres

Lot 2, Block A
4.884 Acres



CON
8.0
Vol. 26
0
2034 FI

STATE OF TEXAS:
COUNTY OF ELLIS: KNOW ALL MEN BY THESE PRESENTS

That We, David M. Wilcher and Rachael D. Wilcher, being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES ~ 10.265 Acres

BEING all that certain lot, tract, or parcel of land situated in the W.B.M. Nicholson Survey, Abstract No. 788 in Ellis County, Texas, and being that same called 10.265 acre tract of land conveyed to David M. Wilcher et ux by deed as recorded in Volume 2819, Page 692 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a railroad spike found for the west corner of this tract and same for said 10.265 acre tract and the westerly south corner of a called 154.456 acre tract of land conveyed to Lazaro Castaneda, et ux by deed as recorded in Volume 2547, Page 1406 OPRECT in the northeast line of a called 202.178 acre tract of land conveyed to Primula Investments, Ltd by deed as recorded in Volume 1701, Page 753 OPRECT in FEASTER ROAD, a public road, and also being in the occupied southwest line of said Nicholson Survey and the northeast line of the Daniel Rogers Survey, Abstract No. 918, (with the bearing basis for this description from GPS observations, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6793053.599, Easting = 2494850.844)

THENCE N 74°40'06" E (Deed N 75°21'30" E, 1168.43 feet) along the northwest line of this tract and same for said 10.265 acre tract and a southeast line of said 154.456 acre tract, passing at 31.11 feet a 1/4" steel rod set, in all, 1168.43 feet to a 1/4" steel rod set for the north corner of this tract and same for said 10.265 acre tract and being an inner ell corner of said 154.456 acre tract;

THENCE S 30°34'04" E, 239.10 feet (Deed S 29°52'40" E, 239.10 feet) along the northeast line of this tract and same for said 10.265 acre tract and a southwest line of said 154.456 acre tract to a 1/4" steel rod set for the east corner of this tract and same for said 10.265 acre tract and the north corner of a called 800 acre tract of land conveyed to Connie Bayle by deed as recorded in Volume 2622, Page 751 OPRECT

THENCE S 58°59'46" W (Deed S 59°41'10" W, 1126.21 feet) along the southeast line of this tract and same for said 10.265 acre tract and the northwest line of said 800 acre tract, passing at 1096.21 feet a 1/4" steel rod set, in all, 1126.21 feet to a mag nail set for the south corner of this tract and same for said 10.265 acre tract and the west corner of said 800 acre tract in the northeast line of said 202.178 acre tract in said FEASTER ROAD, and being in the occupied southwest line of said Nicholson Survey and the northeast line of said Rogers Survey;

THENCE N 30°41'24" W 554.73 feet (Deed N same for said 10.265 acre tract and the north and along said common Nicholson-Rogers Survey approximately 10.265 acres of land, of which having a net acreage of 9.885 acres of land

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

That We, David M. Wilcher and Rachael D. Wilcher, being the owners of that certain tract of land hereinafter described as follows:
THENCE N 30°41'24" W 554.73 feet (Deed N same for said 10.265 acre tract and the north and along said common Nicholson-Rogers Survey approximately 10.265 acres of land, of which having a net acreage of 9.885 acres of land

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS

David M. Wilcher

STATE OF TEXAS:
Before me the undersigned authority, a notary David M. Wilcher and Rachael D. Wilcher, known foregoing and acknowledged to me that he or she capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF September 2016
Tracy Koller
Notary Public in and for the State of Texas

SP4

OF TEXAS: KNOW ALL MEN BY THESE PRESENTS

I, Daniel L. Gus, being the owner of that certain tract of land hereinafter described as follows:

NOTES
8 Acres

of that certain lot, tract or parcel of land situated in the JOSEPH STEEL SURVEY, Abstract No. 991, and being part of a called 18.773 acres tract of described in Volume 2638, Page 2407, Official Public Records, Ellis County, Texas (OPRECT), and being part of a called 20.948 acres tract of land bed in Volume 2259, Page 1774, OPRECT, the two tracts being contiguous and herein described as one tract and being more particularly described as

beginning at a 1/2" steel rod found in the centerline point at the end of Panorama Loop (a public road) for the southwest corner of the 18.773 acres and a northwest corner of the residual of the said 20.948 acres tract for a northwest corner of this tract with the bearing basis for this description GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of: Northing = 8856507.359, Easting = 2489914.089;

to a 1/2" steel rod set for a northwest corner of this tract and being the southeast corner of Lot 53 of Canyon Creek, Phase One, a division recorded in Cabinet C, Sides 791-792, PRECT,

to through the said 18.773 acres tract and along northerly lines of this tract to points for corners as follows: 100.44 feet along the arc of a curve (Central Angle = 95°34'43", Radius = 80.00 feet; Long Chord = N 57°47'19" E, 89.13 feet) to a point for corner in a small creek; continuing along the approximate centerline of small creek, N 73°11'42" E, 92.35 feet; N 81°09'23" E, 117.14 feet; S 70°27'54" E, 58.28 feet; N 40°52'58" E, 22.66 feet; S 03°10' E, 102.87 feet, and N 83°06'09" E, 42.68 feet to a point in the intersection of the approximate centerline of the small creek with the approximate line of a larger creek and being on an east line of the 18.773 acres tract and in a west line of a called 172.559 acres tract of land described in Volume 2238, Page 763, OPRECT;

to along the approximate centerline of the said larger creek and easterly lines of this tract and some for the said 18.773 acres tract and along northerly lines of the 172.559 acres tract to points for corners as follows: S 14°02'36" E, 52.11 feet (Deed - S 13°38'00" E), S 36°25'50" W (Deed - S 10°00' W, same distance) at approximately 85.42 feet pass the southeast corner of the 18.773 acres tract and the northeast corner of the residual of the said 20.948 acres tract, in all, 134.50 feet to a point for corner; S 28°41'50" W, 163.90 feet (20.948 Ac Deed - S 28°50'00" W, same distance) to a point for corner; and S 03°27'10" E, 92.91 feet (Deed - S 03°14'00" E, 93.20 feet) to a point for the southeast corner of the original 20.948 acres and some for this tract and being the northeast corner of Lot 15 of Quail Creek Village, Phase One, a subdivision recorded in Cabinet A, Side 463,

to S 89°14'48" W, 211.60 feet (Deed - S 85°32'00" W, 211.57 feet) along the south line of the 20.948 acres tract and some for this tract and along north line of Lot 15 and Lot 16 of Quail Creek Village, Phase One, to a 1/2" steel rod found for the southwest corner of this tract and some for original 20.948 acres tract and being the southeast corner of Lot 40, Canyon Creek Phase 1;

to N 25°17'36" W, 292.80 feet (Deed - N 25°00'00" W, 292.84 feet) along the southwest line of this tract and a southeast line of the 20.948 acres and along the northeast line of Lot 40 to a 1/2" steel rod found for a west corner of the tract and a west corner of the 20.948 acres tract and the northeast corner of Lot 40 and being in the curving southeast line of Panorama Loop;

to along a northwest and southwest line of this tract and some for the 20.948 acres tract and along a southeast line and a northeast line of Panorama Loop as follows: 18.73 feet (Deed - 19.02 feet) along the arc of a curve (Central Angle = 02°49'04", Radius = 380.85 feet, Long Chord = N 03°10' E, 18.73 feet) to a 1/2" steel rod set for an inset corner of this tract and being the east corner of the end of Panorama Loop, and N 20°16'16" E, 189 feet (Deed - N 20°00'00" W) to the POINT OF BEGINNING and containing approximately 3.2191 acres of land of which 0.2523 acre is being added for roadway purposes leaving a net of 2.9668 acres.

THEREFORE KNOW ALL MEN BY THESE PRESENTS.

I, Daniel L. Gus, do hereby accept this plat designating the hereinabove described property as a Simplified Plat / Final Plat of LOT 1 of TRIPLE T RANCH, and do hereby dedicate to the public, the streets and alleys shown hereon, and do hereby reserve Public Utilities and Drainage Easements as shown on this plat for the accommodation of all public utilities desiring to use or using same. Any utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips; and any public utility, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, clearing, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of the owner.

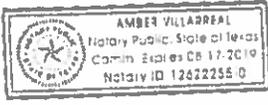
WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL OF OFFICE THIS THE 27th DAY OF September, 2010.

[Signature]
D. L. Gus
OF TEXAS

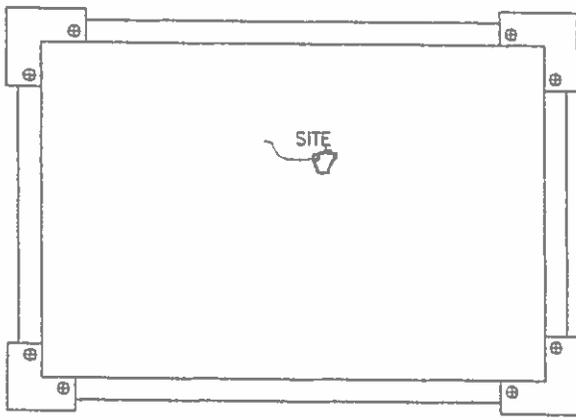
me the undersigned authority, a notary public in and for said state on this day personally appeared Daniel Gus to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the reasons herein expressed and in the capacity stated.

UNDER MY HAND AND SEAL OF OFFICE THIS THE 27th DAY OF September, 2010.

[Signature]
Amber Villarreal
Public



in and for the County of Ellis County, Texas: 2010
County Judge, Carol Bush



LOCATION MAP SCALE : 1" = 2000'

FINAL PLAT/SIMPLIFIED PLAT
LOT 1
TRIPLE T RANCH

Being a 2.9668 Acres Addition in the Joseph Steel Survey, Abst. 991 in the ETJ of the City of Waxahachie Ellis County, Texas
1 Residential Lot

ON-SITE
CONSTRUCTION
SHOULD BE PERFORMED

The Department of Development for
and all information as may be required

Date

REVISIONS	BY

DAVIS & MCDILL, Inc.
 ENGINEERS & SURVEYORS
 D & M

(A Texas licensed surveying firm # 101504-00)
 CONSULTING ENGINEERS - LAND SURVEYORS
 P.O. BOX 428, WAXAHACHIE, TEXAS 75168
 PHONE (972) 938-1185 FAX (972) 937-0307

Date	4-8-16
Scale	1"=70'
Drawn	KH
Job	216-0056SPSP
Sheet	1
of 1 sheets.	

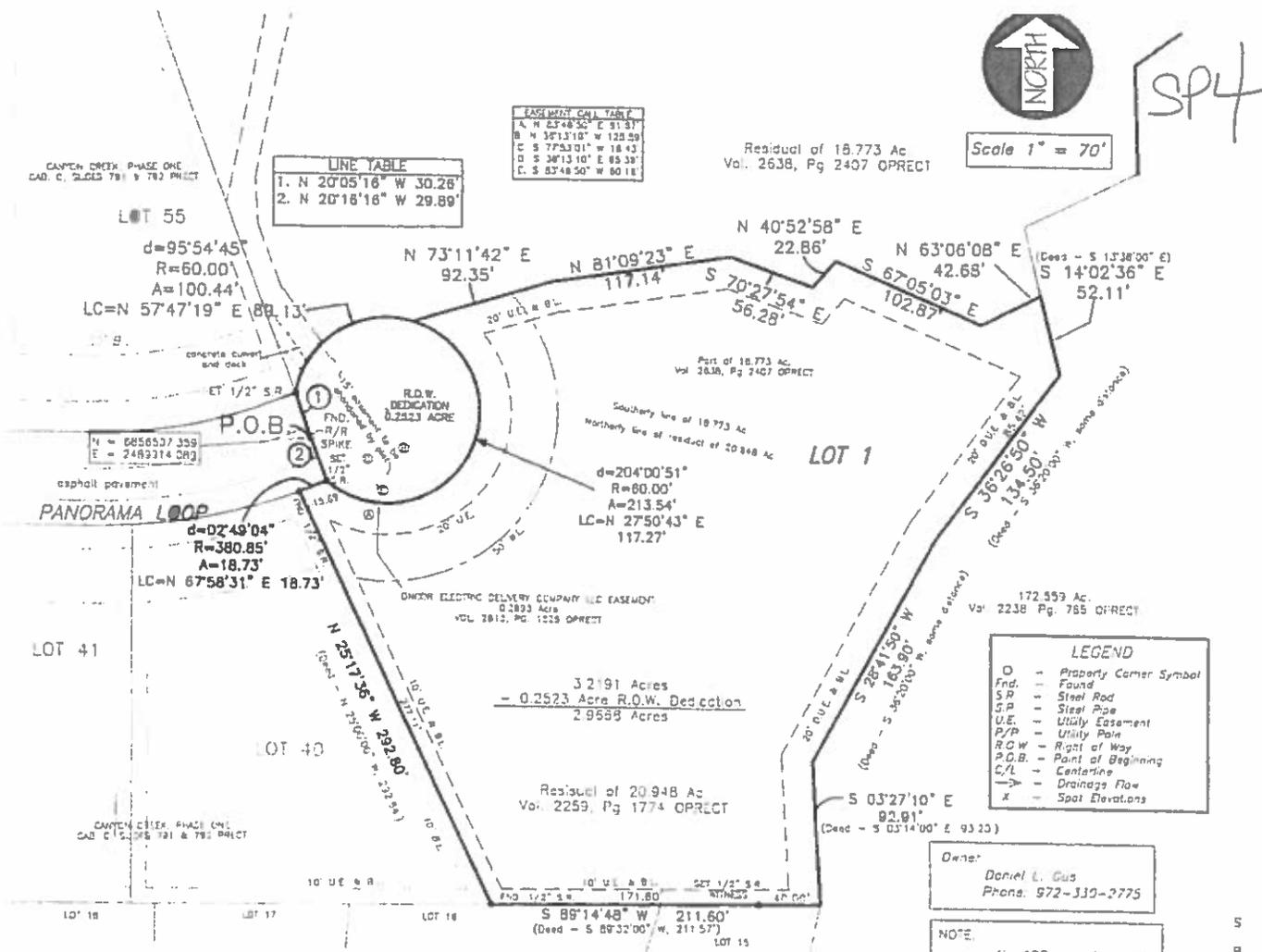


SP4

Scale 1" = 70'

EASEMENT CURVE TABLE	
A	N 23°48'50" E 91.31'
B	N 36°13'10" W 128.29'
C	S 77°33'01" W 18.43'
D	S 28°13'10" E 85.33'
E	S 83°48'50" W 60.18'

LINE TABLE	
1.	N 20°05'16" W 30.26'
2.	N 20°16'16" W 29.89'



Residual of 18.773 Ac
Vol. 2638, Pg 2407 OPRCT

Part of 18.773 Ac
Vol 2638, Pg 2407 OPRCT

Southerly line of 18.773 Ac
Westerly line of residual of 20.848 Ac

32.191 Acres
- 0.2523 Acre R.O.W. Dedication
2.9588 Acres

Residual of 20.948 Ac
Vol. 2259, Pg 1774 OPRCT

172.559 Ac.
Vol. 2238 Pg. 785 OPRCT

LEGEND	
O	Property Corner Symbol
Fnd.	Found
S.R.	Steel Rod
S.P.	Steel Pipe
U.E.	Utility Easement
P/W	Right of Way
P.O.B.	Point of Beginning
C/L	Centerline
→	Drainage Flow
x	Spot Elevations

Owner:
Daniel L. Gus
Phone. 972-330-2775

NOTE:
No 100 year floodplain
per FEMA FIRW Map of
48139C02DF
Zone: X Unshaded

CITY OF WAXAHACHE, TEXAS FINAL PLAT APPROVAL

APPROVED BY Planning and Zoning Commission
City of Waxahatche

by [Signature] 9-13-14
Chapman Date

NOTE:
PROPERTY IS IN THE EXTRA TERRITORIAL
JURISDICTION (ETJ) OF THE CITY OF
WAXAHACHE AND IS SUBJECT TO THEIR
PLATTING RULES AND REGULATIONS.

APPROVED BY City Council
City of Waxahatche

by [Signature]
Mayor
[Signature]
Attyl
9-19-14
Date

NOTE:
ALL LOTS SHALL BE SERVED BY AN ON-SITE
SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE
AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED
BY A REGISTERED ENGINEER AND/OR
REGISTERED SANITARIAN

STATE OF TEXAS,
COUNTY OF ELLIS:
Certificate of approval by the Commiss
Approved this date, the ____ day of ____

SURVEYOR'S DECLARATION

THIS is to declare that I, Walter Kaven Davis, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground and that all lot corners, angle points, and points of curva have been properly marked on the ground, and that this plat correctly represents that survey made by me

[Signature]
Walter Kaven Davis
Texas Registration No. 4486



STATE OF TEXAS

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter Kaven Davis, 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 8th day of September 2016

[Signature]
Tracy Kelley
Notary Public in and for the
State of Texas



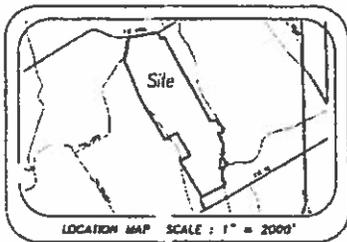
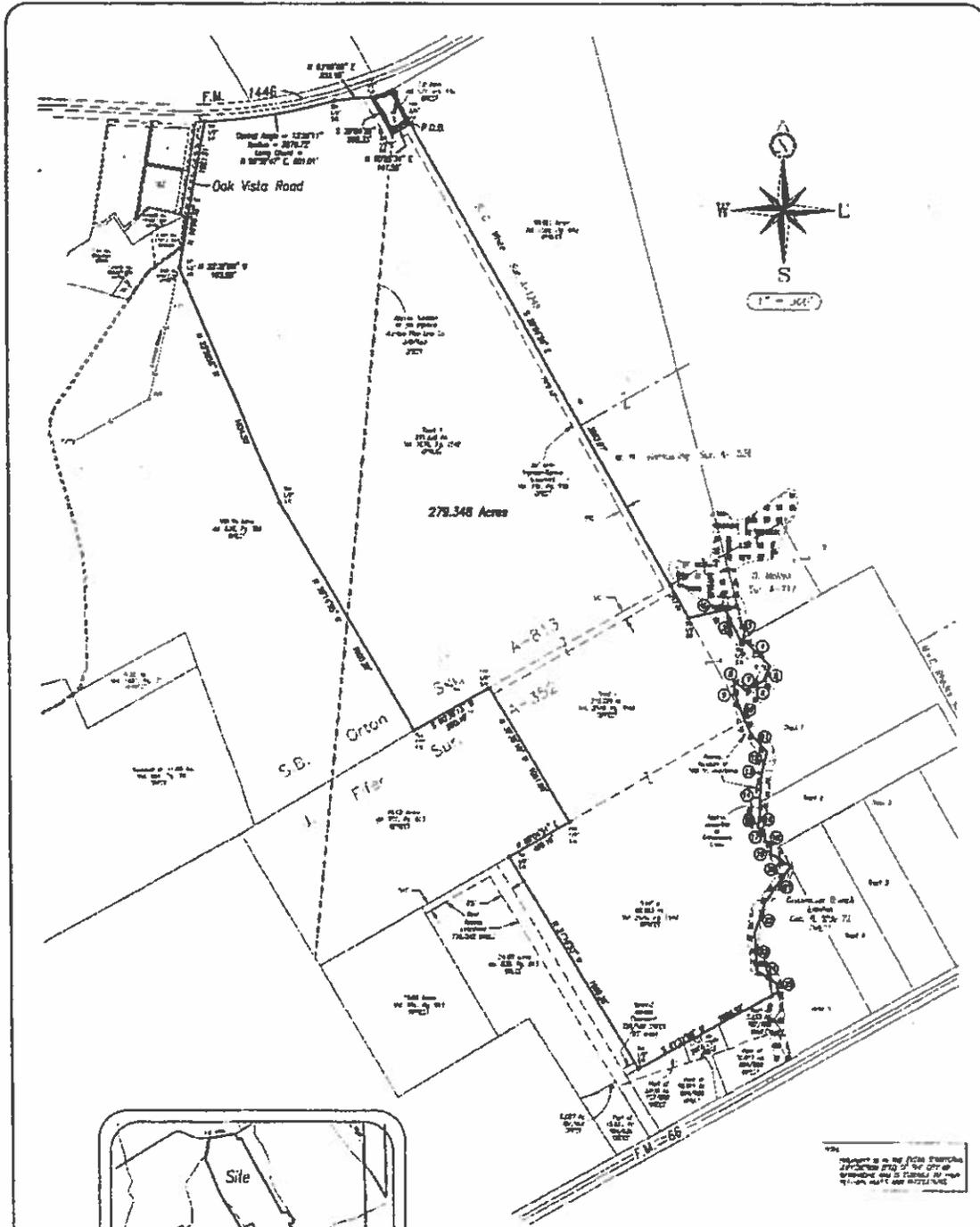
NOTE:
ALL LOTS SHALL BE SERVED BY
SEWAGE FACILITY SYSTEM FOR I
AN ON-SITE SOIL EVALUATION S
BY A REGISTERED ENGINEER AN
REGISTERED SANITARIAN

This plat has been Preliminary/Final approv
on an-site sewage facility system pending
by the Ellis County Department of Developm

Public Works Director

Survey

1.4



See attached Field Notes

SURVEY PLAT
279.348 Acres
 XX Survey, Abst. XXXX
 Ellis County, Texas

2022-08-16



ENGINEERS
D&M
 SURVEYORS

DAVIS & McDILL, Inc.

P.O. BOX 428, Waco, Texas 76788
 Phone: Metro 972-528-1185 Fax: 972-937-0307

Date: 02-21-2022
 Scale: 1" = 200'
 Project: [unclear]
 Job: 202-0281

114

Maypearl Development Company LTD

245 FM 2258

Venus, Texas 76084

214.553.4500

Richard Miskimon

Stan Tidwell

James Watts

Thomas Heartwell

Gentlemen,

Ellis County now requires that a Maintenance Bond or Letter of Credit be executed to insure that construction is satisfactorily maintained for three years after completion. In lieu of a Bond or Letter of Credit, the County is considering our offer to pledge our clear Deed until the three-year period has passed.

Should you approve the above, please sign below.

Best regards,


Jim Strawn

Richard Miskimon

Stan Tidwell

James Watts

Thomas Heartwell

Jim Strawn for Genpro Resources



1.4

RELEASE OF LIEN**STATE OF TEXAS****KNOW ALL MEN BY THESE PRESENTS:****COUNTY OF ELLIS****Date: September 30, 2016****Note Date: September 8, 2004****Original Amount: \$672,720.00****Maker: RICHARD K. MISKIMON, STANLEY R. TIDWELL, JAMES W. WATTS,
CORY R. TURLEY, III and THOMAS A. HEARTWELL****Payee: CROCKETT NATIONAL BANK****Holder of Lien: CROCKETT NATIONAL BANK****Holder's Mailing Address: 502 South Koenigheim
San Angelo, Tom Green, Texas 76903****Note and Lien are Described in the Following Document:**

Deed of Trust dated September 8, 2004 filed September 15, 2004 under CC# 28972 and recorded in Volume 2066, Page 461, Official Public Records of Ellis County, Texas, executed by Richard K. Miskimon, Stanley R. Tidwell, James W. Watts, Cory R. Turley, III and Thomas A. Heartwell to Todd E. Huckabee, Trustee(s), securing the payment of one Note of even date therewith in the principal amount of \$672,720.00, payable to the order of CROCKETT NATIONAL BANK; Subject to assumption as described in Assumption Warranty Deed executed by Cory R. Turley, III, as to an undivided 1/2 interest, to Genpro Sales Company, LLC, dated October 2, 2006, filed October 6, 2006 and recorded in Volume 2256, Page 2171, Official Public Records of Ellis County, Texas, and in Deed of Trust to Secure Assumption dated October 2, 2006, filed October 6, 2006 and recorded in Volume 2256, Page 2179, Official Public Records of Ellis County, Texas.

Property (including any improvements) Subject to Lien:

TRACT ONE: All that certain lot, tract or parcel of land being situated in the JAMES FIFER SURVEY, ABSTRACT NUMBER 352 and the SAMUEL B. ORTON SURVEY, ABSTRACT NUMBER 813, Ellis County, Texas, and being that same parcel as conveyed by South Fork Investment, Inc. and Jee Joint Venture, by Trustee to Greathouse Creek Limited

Partnership by Deed filed June 6, 1990 under CC #6883 and recorded in Volume 838, Page 638, Deed Records, Ellis County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

1.4

TRACT TWO: All of that certain lot, tract or parcel of land being situated in the JAMES FIFER SURVEY, ABSTRACT NUMBER 352 and the D.M. McNEIL SURVEY, ABSTRACT NUMBER 717, Ellis County, Texas, and being that same parcel as conveyed by South Fork Investments, Inc. and Jee Joint Venture, by Trustee to Herbert E. Gathright and wife, Sylvia Gathright by Deed filed June 6, 1990 under CC #6887 and recorded in Volume 838, Page 653, Deed Records, Ellis County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT THREE: Easement estate only in and to First Access Easement described in Deed filed November 13, 1985 under CC#20046, Deed Records, Ellis County, Texas.

TRACT FOUR: Easement estate only in and to Second Access Easement described in Deed filed November 13, 1985 under CC#20046, Deed Records, Ellis County, Texas.

Included in "Property" are all buildings, improvements, appurtenances now or hereafter erected on the Property and all fixtures now in or hereafter placed therein.

Included in "Property" are all buildings, improvements, appurtenances now or hereafter erected on the Property and all fixtures now in or hereafter placed therein.

Holder of the note acknowledges its payment and releases the property from the lien. When the context requires, singular nouns and pronouns include the plural.

CROCKETT NATIONAL BANK

Lara Cooper

BY: Lara Cooper
TITLE: Loan Officer

STATE OF TEXAS

COUNTY OF TOM GREEN

This instrument was acknowledged before me on the 4th of October, 2016, by LARA COOPER, LOAN OFFICER, CROCKETT NATIONAL BANK, on behalf of said corporation.

 PAMELA J. GREENWOOD
MY COMMISSION EXPIRES
SEPTEMBER 3, 2018

[Signature]
Notary Public, State of Texas

EXHIBIT A

PAGE 1 OF 3

TRACT ONE

BEING a tract or parcel of land situated in Ellis County, Texas, and being part of the James Fitter Survey Abstract 352, the D. M. McNeil Survey Abstract 710, and the Samuel B. Orton Survey Abstract 813, and also being part of the First Tract and Second Tract conveyed to Herbert E. Gathright et ux by deed recorded in Volume 519, page 221 of the Deed Records of Ellis County, and being more particularly described as follows:

BEGINNING at a point for corner at an iron rod found in the center line of Buena Vista Road said point being the northwesterly corner of that 1.0 acre tract of land conveyed to Sage Construction Company, Inc. by deed recorded in Volume 577, Page 336 of the Deed Records of Ellis County;

THENCE South 29° 5' 30" East along the westerly line of said 1.0 acre tract a distance of 333.62 feet to a point for corner at an iron rod found;

THENCE North 60° 05' 30" East along the southerly line of said 1.0 acre tract a distance of 147.58 feet to a point for corner at an iron rod found in the easterly line of said Orton Survey;

THENCE South 29° 54' 32" East along the easterly line of said Orton Survey and the westerly line of the Simon White Survey Abstract 1248 a distance of 3609.93 feet to an angle point;

THENCE South 28° 39' East along an easterly line of said First Tract passing an ell corner in said tract then along a westerly line of that 200.0 acre tract of land described in deed recorded in Volume 647, Page 713, a distance of 1049.3 feet to a point for corner at an iron rod found;

THENCE South 60° 05' 30" West along the northerly line of said 200 acre tract a distance of 3366.23 feet to a point for corner at an iron rod found in the westerly line of said First Tract;

THENCE North 30° 27' 55" West along the westerly line of said First Tract a distance of 1049.3 feet to a point for corner at an iron rod found in the northerly line of said Fifer Survey;

THENCE North 59° 23' 05" East along the northerly line of said Fifer Survey a distance of 1381.1 feet to a point for corner at an iron rod found;

THENCE North 30° 22' 10" West along the westerly line of said Second Tract a distance of 1800.2 feet to an angle point at an iron rod found;

THENCE North 22° 59' 10" West continuing along said westerly line a distance of 1634.5 feet to an angle point;

THENCE North 22° 38' 10" West continuing along said westerly line a distance of 103.5 feet to a point for corner in the easterly line of Oak Branch Road;

THENCE North 16° 12' 50" East along the easterly line of Oak Branch Road a distance of 1078.4 feet to a point for corner in the center line of Buena Vista Road;

THENCE North 83° 27' 50" East along the center line of Buena Vista Road a distance of 1068.02 feet to the PLACE OF BEGINNING and containing 263.226 acres.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

BEGINNING at a point for corner at an iron rod found at the northwesterly corner of a 263.226 acre tract of land conveyed by Greathouse Creek Limited Partnership, a Texas Limited Partnership, to South Fork Investments, Inc. and JEE Joint Venture, a Texas General Partnership, by General Warranty Deed, of even date herewith and of record in the Deed Records of Ellis County, Texas, reference to which and to the record thereof being hereby made for all legal purposes, said point also being the northerly line of the James Fifer Survey, Abstract No. 352, in Ellis County, Texas;

THENCE North 59° 23' 05" East along the northerly line of said Fifer Survey a distance of 1381.1 feet to an angle point;

THENCE North 60° 34' 50" East continuing along said northerly line a distance of 590.87 feet to a point for corner at an iron rod set;

THENCE South 30° 36' 55" East a distance of 1060.31 feet to a point for corner at an iron rod set in the northerly line of that 200.0 acre tract of land described in deed recorded in Volume 647, Page 713 of the Deed Records of Ellis County;

THENCE South 60° 05' 10" West along the northerly line of said 200.0 acre tract a distance of 1974.74 feet to a point for corner at an iron rod found in the most westerly line of said First Tract;

THENCE North 30° 27' 55" West along said westerly line a distance of 1049.3 feet to the PLACE OF BEGINNING and containing 48.00 acres.

114

EXHIBIT A

PAGE 2 OF 3
TRACT TUO

BEGINNING at a point for corner at an iron rod found in the westerly line of a certain tract of land containing 253.226 acres conveyed to Grantees by General Warranty Deed from Greathouse Creek Limited Partnership, a Texas Limited Partnership, said point being South 30° 27' 55" East a distance of 1049.3 feet from

northwesterly corner of said 263.226 Tract and also being the most westerly northwest corner of that 200.0 acre tract of land described in deed recorded in Volume 647, Page 713 of the Deed Records of Ellis County;

THENCE North 60° 05' 30" East along a northerly line of said 200.0 acre tract a distance of 3366.23 feet to a point for corner at an iron rod set;

THENCE North 28° 39' West along a westerly line of said 200.0 acre tract a distance of 795.4 feet to a point for corner at an iron rod found;

THENCE North 78° 25' East along a northerly line of said First Tract a distance of 260.6 feet to a point for corner at an iron rod found;

THENCE South 26° 01' East along an easterly line of said First Tract a distance of 261.3 feet to a point for corner at an iron rod found;

THENCE North 59° 46' East along a northerly line of said First Tract a distance of 34.08 feet to a point for corner in the center line of Greathouse Branch;

THENCE in a southerly direction along the meanders of Greathouse Branch the following calls;

South 44° 04' East a distance of 230.35 feet
 South-24° 54' 05" West a distance of 111.75 feet
 South 63° 42' 25" West a distance of 141.45 feet
 North 48° 54' 50" West a distance of 70.0 feet
 South 60° 34' 05" West a distance of 24.02 feet
 South 11° 08' 55" East a distance of 126.59 feet
 South 23° 00' 25" East a distance of 213.1 feet
 South 39° 40" East a distance of 177.5 feet
 South-15° 05' 55" West a distance of 125.38 feet
 South 10° 23' 15" West a distance of 60.64 feet
 South 02° 31' 35" West a distance of 290.18 feet
 South 18° 39' 20" West a distance of 41.75 feet
 South 59° 32' East a distance of 54.64 feet South
 05° 38' 50" East a distance of 55.29 feet South
 32° 18' 35" East a distance of 64.29 feet South
 05° 26' 25" East a distance of 44.39 feet South
 57° 10' 45" East a distance of 156.78 feet South
 35° 42' West a distance of 305.42 feet South
 17° 55' 10" West a distance of 218.8 feet South
 02° 32' 50" East a distance of 261.75 feet South
 58° 17' 25" East a distance of 156.24 feet South
 10° 23' East a distance of 69.65 feet to a -
 point for corner;

THENCE South 61° 42' West a distance of 1194.94 feet to a point for corner at an iron rod found;

THENCE South 30° 58' 45" East a distance of 446.16 feet to a point for corner at an iron rod found in the northerly line of FM 66;

THENCE South 61° 42' West along the northerly line of FM 66 a distance of 85.12 feet to a point for corner at an iron rod found;

THENCE North 30° 58' 45" West a distance of 446.15 feet to a point for corner at an iron rod found;

THENCE South 61° 42' West a distance of 176.16 feet to an angle point at an iron rod set;

THENCE South 72° 13' 65" West a distance of 85.25 feet to a point for corner at an iron rod found;

THENCE North 32° 36' 55" West along a westerly line of said First Tract a distance of 647.9 feet to a point for corner at an iron rod found;

THENCE South 59° 06' 05" West along a southerly line of said First Tract a distance of 1044.6 feet to a point for corner at an iron rod found;

THENCE North 27° 55" West along the most westerly line of said First Tract a distance of 1036.1 feet to the PLACE OF BEGINNING and containing 105.693 acres.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS OF LAND

EXHIBIT A

PAGE 3 OF 3

1.4

FIRST SAVE AND EXCEPT TRACT:

22 INNING at a point for corner at an iron rod set in the northerly line of that 200.0 acre tract of land described in deed recorded in Volume 647, Page 713 of the Deed Records of Ellis County, said point being North 60. 05' 30" East a distance of 804.23 feet from the westerly northwesterly corner of said 200.0 acre tract;

THENCE North 60. 05' 30" East along the northerly line of said 200.0 acre tract a distance of 600.06 feet to a point for corner at an iron rod set;

THENCE South 30. 58' 15" East a distance of 1663.42 feet to a point for corner at an iron rod set;

THENCE South 61. 42' West a distance of 96.33 feet to a point for corner at an iron rod found;

THENCE South 70" 58' 45" East a distance of 446.16 feet to a point for corner at an iron rod found in the northerly line of FM 66;

THENCE South 61. 42' West along the northerly line of FM 66 a distance of 85.12 feet to a point for corner at an iron rod found;

THENCE North 30. 58' 45" West a distance of 416.15 feet to a point for corner at an iron rod found;

THENCE South 61. 42' West a distance of 176.16 feet to an angle point;

THENCE South 72. 13' 05" West a distance of 85.25 feet to a point for corner at an iron rod found;

THENCE North 32' 16' 55" West along a westerly line of said First Tract a distance of 647.9 feet to a point for corner at an iron rod found;

THENCE South 59. 06' 05" West along a southerly line of said First Tract a distance of 240.38 feet to a point for corner at an iron rod set;

THENCE North 30' 27' 55" West a distance of 1022.21 feet to the PLACE OF BEGINNING and containing 26.00 acres.

SECOND SAVE AND EXCEPT TRACT:

BEGINNING at a point for corner at an iron rod found in the westerly line of a certain tract of land containing 263.226 acres conveyed to Grantees by General Warranty Deed from Greathouse Creek Limited Partnership, a Texas Limited Partnership, said point being South 30' 27' 55" East a distance of 1049.3 feet from the northwesterly corner of said 263.226 Tract and also being the most, westerly northwest corner of that 200.0 acre tract of land described in deed recorded in Volume 647, Page 713 of the Deed Records of Ellis County;

THENCE North 60' 05' 30" East along the northerly line of said 200.0 acre tract a distance of 804.23 feet to a point for corner at an iron rod set;

THENCE South 30' 27' 55" East a distance of 1022.21 feet to a point for corner at an iron rod set in a southerly line of said First Tract;

THENCE South 59' 06' 05" West along said southerly line a distance of 304.22 feet to a point for corner at an iron rod found;

THENCE North 30' 27' 55" West along the most westerly line of said First Tract a distance of 1036.1 feet to the PLACE OF BEGINNING and containing 19.00 acres.

RENTAL ONE**R1 SUPPLY**

1630 S. INTERSTATE 35 EAST
 DALLAS, TX 75146
 214-216-9000

Remit To:
 P.O. BOX 489
 COLLEYVILLE, TX 76034
 817-545-8999
 GEROY
 SIBBY

Customer: 8840
 ELLIS COUNTY PRECINCT 2
 1400 S OAK GROVE RD
 ENNIS, TX 75119

EQUIPMENT SALE QUOTE

Job Site:
 ELLIS COUNTY PRECINCT 2
 1400 S OAK GROVE RD
 ENNIS, TX 75119

Invoice #... 626600
 Invoice date 9/16/16
 Quote date.. 10/16/16
 Job Loc..... Q
 Job No..... Q
 P.O. #..... Q
 Ordered By.. Q
 Terms..... Net 10 Days

C#: 972-825-5333 J#: 972-825-5333

Qty	Equipment #	Price	Amount
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1	16885 JUMPING JACK TAMPER Make: BOMAG	CC: 140-1710 Model: BT65 2800.00 7-545 Serial #: [REDACTED]	2800.00
			Sub-total: 2800.00
			Tax: 291.00
			Total: 3031.00

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

1. Loss/Damage Waiver (11% of gross rental charges) will be charged unless customer is a commercial account which elects to provide its own insurance coverage under Paragraph 13 to follow. Loss/Damage Waiver is NOT INSURANCE and does not cover upset, overturned, fire or overhead damage or accessory items regardless of fault.
2. Customer must call to release equipment and is responsible for released equipment until it is picked up.
3. Customer is fully responsible for the theft of items rented.
4. Materials purchased not returnable without prior approval and receipt. Returns subject to a restocking fee.

I have had the opportunity to read the terms and conditions on both sides of this agreement. I have received and understand the safety instructions on the operation of the equipment I am renting. I have received a complete copy of this agreement and agree to the terms and conditions on both sides.
 (Carefully read the terms and conditions on the reverse side of this page)

X  CUSTOMER SIGNATURE

DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

Terms: NET 10 DAYS

KNAPHEIDE

SINCE 1848

Knapheide Truck Equipment - Dallas
 398 N. I-35 Service Road
 Red Oak TX 75154
 Phone: 877-473-5763
 Fax: 972-617-8581
 www.southwest.knapheide.com

QUOTATION

Quote ID: JJ00000128

Page 1 of 1

2.2

Customer: LANE GRAYSON
 1400 OAK GROVE RD.
 ENNIS TX 75119

Quote Number: JJ00000128
 Quote Date: 9/15/2016
 Quote valid until: 10/15/2016

Contact:
 Phone:
 Fax:

Salesperson: CHRISTY RODARTE

Make:	Model:	Year:	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	MAXO 289500-52	C2-60-1342 TP42+7"RAMP 1300 LB 59-60" STEEL GATE	\$2,208.00	\$2,208.00
1 EA	MAXO 289497-01	T-250 BRACKET FITS F-150 INSTALLATION BRACKET		
1 EA	MAXO 295554-03	CM-LED 4" LT KIT 2R/2W (T-64	\$217.00	\$217.00
			Quote Total:	\$2,425.00
			Discount:	\$0.00
			Total Due:	\$2,425.00

The following options may be added:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by	
Date	
P O number:	

- ◆ Labor and installation is included in all pricing.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Options DO NOT include Sales Tax.
- ◆ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

INSTALL LIFT GATE ON CUSTOMER SUPPLIED UNIT

INSTALL LED LIGHT KIT

QC AND WEIGHT SLIP

No Bid Received - Procedure

TLGC § 262.0225 (d) A county that complies in good faith with the competitive bidding requirements of this chapter and receives no responsive bids for an item may procure the item under Section 262.0245. This Section requires the county purchasing agent to adopt procedures that provide for competitive procurement, to the extent practicable under the circumstances, for the county purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid.

Procedures to follow:

If the County has complied with the competitive bid process (262.023) and no responsive bids were received, the Purchasing Department will use the following procedures to satisfy the need(s) of the county.

1. The same specifications that were used in the initial formal bid process will generally be used to obtain quotes from vendors known to provide the needed good(s) and/or service(s).
2. Three (3) written price quotes for the item(s) and/or service(s) to be procured will be obtained. If obtaining quotes from three (3) vendors is not possible due to lack of competition or vendor interest, Purchasing will proceed to obtain as many quotes as possible.
3. The lowest and best quote shall be determined in the same manner as defined in the formal bid process for which no bids were received.
4. The requesting department must its recommendation of the lowest and best quote to the Purchasing Department. Purchasing will then review the quotes, terms and conditions, and recommendation. After review Purchasing will place an item on the Commissioners Court agenda for consideration and approval. When approved by the Commissioners Court, the necessary Purchase Order will be issued.
5. This process may be continued for a twelve month period subject to the following conditions:
6. New price quotes shall be obtained every three (3) months at a minimum. Increases in price during the 12 month period of more than 25% will be subject to additional approval by the Commissioners Court.
7. This process may be utilized for up to one (1) year after the competitive bid process resulted in no responsive bids. At the end of the one (1) year period, the item(s)/service(s) shall be rebid.

2.8

Sandy Fisher

From: Christine E Dux <christine.dux@kodakalaris.com>
Sent: Wednesday, September 28, 2016 6:58 AM
To: Sandy Fisher
Subject: RE: Quote new agreement, Ellis County Dist Atty, TX, renewal contract quote 34437-001-q
Attachments: ELLIS COUNTY DIST ATTY, TX 34437-001-Q 9.28.16 .pdf

Hello Sandy,

The previous contract was 10/1/15 – 8/31/16 the renewal contract is from 9/1/16 – 8/31/17 for the ABR2000 serial # 3204733.

Attached is the renewal contract quote 34437-001-Q.

Let me know if you want the contract and I will email the invoice.

Please email the tax exemption form as we are on a new billing system and want to make sure there is no tax included on the invoice.

Thank you
Have a good day!
Christine Dux

Christine Dux
Service Sales Associate
Information Management
Kodak Alaris Inc.
2400 Mt. Read Blvd
Rochester, NY 14615

direct line 585-310-5490
fax # 585-477-4379

christine.dux@kodakalaris.com

Kodak alaris

From: Sandy Fisher [mailto:sandy.fisher@co.ellis.tx.us]
Sent: Tuesday, September 27, 2016 4:49 PM
To: Christine E Dux <christine.dux@kodakalaris.com>
Subject: Quote new agreement

Christine,
Please send me a new agreement. I assume it will be for 10/01/16-09/30/17.
Thank you.

Sandy Fisher
Administrative Assistant
Ellis County & District Attorney
Ellis County Courts Building
109 S. Jackson
Waxahachie, Tx 75165
972-825-5215
fax 972-825-5047
cell phone 214-505-4461
sandy.fisher@co.ellis.tx.us

Kodak alaris

Kodak Alaris Inc.
2400 Mount Read Blvd.
Rochester NY 14615
USA

ELLIS COUNTY DIST ATTY
101 W MAIN ST
WAXAHACHIE TX 75165-0405
United States

Service Contract Quote

Date: 09/28/2016

Quotation No: S-US-0000034437-001-Q

Quote valid to: 11/27/2016

Account: CUSN6098395

Start Date: 09/01/2016

End Date: 08/31/2017

Billing Plan: Annual In Advance

Kodak Alaris Contract Inquiries

Tel: (800) 225-6325

Email: service-sales-support@kodakalaris.com

Terms and Conditions:

The Kodak Alaris Terms and Conditions which are available at <http://termsandconditions.kodakalaris.com/> (the Terms) are incorporated by reference into the contract between Kodak Alaris and you and shall apply to all products and/or services supplied by Kodak Alaris to you unless and to the extent that separate terms have been expressly agreed to in writing and signed by Kodak Alaris. By proceeding with your purchase, you confirm your reading, understanding and acceptance of the relevant Terms. Paper copies of the Terms can be made available on written request.

Service Location

ELLIS COUNTY DIST ATTY: 109 S JACKSON ST, WAXAHACHIE, TX, United States

Start	End	K No	Serial No	Product
09/01/2016	08/31/2017	41848929	32047333	ABR 2000 R/P NEGATIVE FILM/PRT

Service Plan

OSS; Response: NBD; Monday-Friday, 8am-5pm; PMs per Contract: 1

Contract Price Excluding Tax	Currency
781.00	USD

Date: 09/28/2016
Quotation No: S-US-0000034437-001-Q
Account: CUSN6098395

Total Contract Price	Currency
Excluding Tax	
781.00	USD

THIS IS NOT AN INVOICE

KODAK ALARIS INC.
Document Imaging Products

Standard Maintenance, Software Maintenance, and Software Assurance Services Terms and Conditions

Kodak Alaris Inc. ("Alaris") and You, the ("Customer") enter into these Standard Maintenance, Software Maintenance, and Software Assurance Service Terms and Conditions (the "Agreement") and agree that the terms and conditions of this Agreement will apply to the provision of services by Alaris for the products defined below located in the United States, Hawaii and Alaska (a ten percent (10%) premium applies in Alaska).

All components of a Product (as defined herein) that are mechanically, electronically, or remotely interconnected must be inspected, tested and adjusted as one operating unit to diagnose and correct malfunctions effectively. Products that incorporate Alaris Software must be covered by an Alaris Agreement and all interconnected components of that Product must also be covered by warranty or the same level of service that is provided under this Agreement.

The initial term of the Agreement between Customer and Alaris shall be for one year. Thereafter, the Agreement shall automatically renew at Alaris' then effective policies, support plans and current price schedule for successive twelve (12) month periods each, a Renewal Term. The additional terms and conditions set forth below plus the description of services and charges contained in the Alaris Invoice and the provisions of the Agreement shall govern the relationship between the parties. Any additional or inconsistent terms and conditions included in the Customer's purchase orders shall be deemed null and void and of no effect.

1 Products. Products covered by this Agreement are commercial office equipment, non-make or model specific, used by customers in an office environment and software that is developed and/or distributed by Alaris ("Alaris software").

2 Customer Responsibilities. Customer will designate an authorized representative for the purpose of interacting with Alaris' service personnel. The Customer representative and the Customer must:

- a) provide initial problem-solving assistance to site users;
 - b) coordinate all requests for assistance and act as liaison with Alaris service personnel;
 - c) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Alaris;
 - d) maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
 - e) perform preventative maintenance and error recovery procedures as defined in the individual Product's users manual;
 - f) supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
 - g) provide service personnel with immediate access to the Products when service is requested;
 - h) when necessary, supply and maintain a modem and communication software approved by Alaris which satisfies the respective manufacturer's Product specifications.
 - i) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product;
 - j) provide continuous and appropriate resource availability during problem resolution.
- FOR SOFTWARE MAINTENANCE AND SOFTWARE ASSURANCE ONLY**
- k) Have a telephone available in the work area and allow remote access to Alaris service.

Failure to meet these obligations may result, at Alaris' sole option, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to Customer.

2.1 Customer Software. Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. Alaris is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the Alaris formatting procedures for specific Products. Customer is responsible for restoring data. Alaris shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product.

2.2 Product Condition. Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Alaris reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At Alaris' discretion, such inspection and any repairs necessary to bring the Product up to those conditions shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, Alaris may cancel this Agreement immediately upon written notice to Customer.

3 How to Obtain Service. For Product: Customer must call Alaris' Customer Support Center at 1-800-356-3253 and provide the Product's K-number or serial number, which number shall be located on the respective Product(s). For Alaris Software: Customer must call Alaris' Customer Support Center at 1-800-822-1414 and provide the serial number.

4 Types of Service Available.

4.1 Telephone Support. Alaris will provide toll-free telephone support between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time.

4.2 On-Site Service. (Product only) Alaris will provide on-site service between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time. On-Site Service includes

adjustments and/or replacement of parts required to maintain Products operating consistently within manufacturer's published specifications.

4.3 Periodic Maintenance. (Product only) Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage. Note: PM services MAY NOT be included in the Standard Plan for a particular Product.

4.4 Extended Hours. Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost. Alaris will use commercially reasonable efforts to provide Service outside of Agreement Hours as shown below. Any such service performed will be billed at prevailing Alaris Per Call Overtime rates.

4.5 Holidays. Contract support will not be provided on National holidays (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas Days). Support is available on a best effort basis at prevailing Per-Call Holiday rates.

4.6 Response Time Alaris' objective is to provide service during Alaris' normal working hours, within the following time frames:

Distance from Alaris Service City	Within Agreement Hours
Zone 1 (0 to 50 Miles)	Per coverage purchased
Zone 2 (51 to 100)	Per coverage purchased
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 miles	Contact Alaris
Alaska	Best Effort based on location and schedule

Alaris will use its best commercial efforts to meet its response time objectives, provided however Alaris is not liable for any failure to do so.

4.7 Advanced Unit Replacement ("AUR") Support (if applicable). If Alaris determines a Product is not operating consistently within manufacturer's specifications, Alaris will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Alaris will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the entire malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. If parts are missing, Customer may be charged for the parts at prevailing per call rates. Alaris will pay the return transportation charges. If the Customer has not returned the malfunctioning unit within 10 business days, Customer will be invoiced the list price of the unit and becomes responsible for such charge.

4.8 Depot Service (if applicable). If Alaris determines the Product is not operating consistently within manufacturer's specifications, Alaris will instruct the Customer regarding shipment of the Product to Alaris for repair. Alaris will repair the Product and return the Product to Customer.

4.9 Parts. Items as referenced in the manufacturer's manual(s) required to maintain Products operating consistently within manufacturer's published specifications may not be included in this Agreement and will be invoiced separately. Parts or components replaced by Alaris will be either new or remanufactured to Alaris new product standards. Parts removed from the system and replaced at no charge become the property of Alaris. NOTE: If Alaris determines that Parts, service publications or technical support needed to maintain or repair Products are not available, Alaris will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

4.10 Consumables. If Customer also purchases consumables from Alaris under this Agreement, Alaris will provide consumables in an amount equal only to a manufacturer-recommended one-year supply, without charge to the Customer. Customer must purchase all requirements for consumables beyond such one-year supply at the prices charged by Alaris. Any Agreement including consumables is a fixed term contract and may not be cancelled by Customer at any time prior to the end of the term, except in the case of a breach by Alaris.

5 Alaris Software Modifications and Upgrades.

5.1 Alaris will provide Version releases (Major and Minor), Software Patches and telephone

assistance of a technical nature on *Alaris software* only. Alaris may issue Version releases or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Alaris' Software Product operating specifications. Unless documentation states otherwise, support will be provided for the current and previous version release of the *Alaris software*.

5.2 For *Alaris software* that is covered by Software Assurance, Version releases (Major and Minor) and Patches are provided at no charge and include one copy of the user's manual and/or changes.

5.3 For *Alaris software* that is covered by Software Maintenance, Version releases (Minor only) and Patches are provided at no charge and include one copy of the user's manual and/or changes.

5.4 Alaris reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule. Alaris software must not have a lapse in maintenance coverage in order to entitle the user to free Version Releases.

5.5 All *Alaris software* is subject to the terms and conditions of the Alaris software license that was in effect at the time the Alaris software was licensed from Alaris. License Terms are applicable as long as the Alaris software is being used, even if maintenance services are no longer available.

6 **Property of Alaris.** Maintenance material, tools, documentation, diagnostics and test equipment provided by Alaris shall remain the exclusive property of Alaris.

7 **Limitations.** The Services outlined in these terms are Alaris' only obligation. Alaris will not be responsible for any indirect, incidental, consequential or special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Alaris be responsible for damages of any nature that are not caused by Alaris or are caused by circumstances out of Alaris' control. Such damages for which Alaris will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Alaris or by persons under its direction or control.

8 This Agreement does not cover, and Alaris shall not be responsible for:

- a) operating system services (e.g., database maintenance/recovery, product integration or application support;
- b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations
- d) consultation services;
- e) version release or software support to other than licensed Alaris software products;
- f) Product installation, set-up, configuration or other non-repair services;
- g) cable and installation of cable runs or any acquisition of permits
- h) Customer training;
- i) circumstances beyond Alaris' control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Alaris or any other 3rd party);
- j) problems due to failure of Customer to conform to Alaris' site specifications provided in the manufacturer's documentation;
- k) time spent in locating Product not at the specified location or waiting for Product availability;
- l) relocation of Product or service associated with relocation;
- m) seasonal hibernation [de-installation] and reactivation [re-installation];
- n) service or parts associated with any unauthorized modifications, attachments or service;
- o) rebuilding or reconditioning of Product;
- p) misuse or abuse of Product; or
- q) failure to follow Alaris' operating instructions or instructions provided by the manufacturer.

Alaris may provide, at its sole discretion, service in these situations under the Per-Call terms and at prevailing Per-Call rates.

9 **Confidentiality of Customer Data.** Alaris does not wish to receive any confidential information of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Alaris and its employees or contractors. However, in the event that Alaris' employees or contractors become exposed to Confidential Information, Alaris will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Customer uses to protect its own information of a like nature.

10 **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York as applied to agreements entered into between two residents of the State of New York, without regard to its conflict of laws principles.

11 **Use of Other Party's Name.** Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.

12 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision the parties shall negotiate in good faith to add a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible.

13 **Waiver Of Default.** Any failure of either party at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedy as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.

14 **Independent Contractor.** Customer shall act as an independent contractor and nothing herein shall be construed to make Customer, or any of its employees, officers, directors or representatives, the agent employee or servant of Alaris.

15 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect. Alaris, however, may assign this Agreement without the Customer's consent to any third party which acquires all or substantially all of that portion of the business assets of Alaris to which this Agreement pertains whether by merger, reorganization, acquisition, sale or otherwise.

16 **Forum.** All actions arising out of or related to this Agreement must be filed in a court of competent jurisdiction in the State where the Services were delivered.

17 **Billing and Terms of Payment.** Commercial billings are in advance and prices will vary depending upon billing arrangements (annual, quarterly, etc.) and a premium may apply. Payment terms are net 30 days from date of invoice.

18 **Termination.** a) Either party may terminate this Agreement upon ninety (90) days prior written notice except as set forth in Sections 2.2 and/or 4.10; b) Either party may terminate this Agreement immediately if the other party ceases to conduct its operations in the normal course of business, becomes insolvent, or files for or becomes the subject of a bankruptcy petition, or is placed in receivership. c) Alaris may terminate this Agreement immediately if Customer attempts to assign this Agreement without prior written consent from Alaris.

19 **Force Majeure.** With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

20 **Additional Terms.** These terms may be amended or supplemented only by the express agreement of the Parties, in writing and signed by each Party.

21 **Entire Agreement/Amendment.** This Agreement may be amended or supplemented only by the express agreement of the parties. This Agreement and the terms and conditions set forth in the original equipment warranty, which are incorporated herein, represents the entire agreement and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. Furthermore, in the event of a conflict of terms between this Agreement and the original equipment warranty, this Agreement shall be the controlling document.

2.9



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 08/02/2016

Quotation Number: 25747176

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

APPROVAL Barbara Walker
DEPT. Engineering Dept
DATE 10-3-16
LINE ITEM 001.0375.50358

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

County of Ellis
Engineering Dept
GIS
109 S Jackson St
Waxahachie TX 75165-3745
Attn: Rebecca Charles
Customer Number: 258009

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 11/01/2016 End Date: 10/31/2017	3,000.00	3,000.00
1010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 11/01/2016 End Date: 10/31/2017	500.00	500.00
2010	1	109900 ArcGIS for Server Workgroup Standard Up to Two Cores Maintenance Start Date: 11/01/2016 End Date: 10/31/2017	1,250.00	1,250.00
			Item Subtotal	4,750.00
			Estimated Tax	0.00
			Total	\$ 4,750.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is good for 90 days

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Barbara Walker Ext: 3936

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 08/02/2016
To: Rebecca Charles
Organization: County of Elis
Engineering Dept
Fax #: 972-937-1618 Phone #: 972-825-5112

From: Barbara Walker
Fax #: 909-307-3083 Phone #: 909-793-2853 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #25747176
Document Date: 08/02/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

Lease Agreement

Customer: ELLIS, COUNTY OF

BillTo: COUNTY OF ELLIS
 DEPT OF DEVELOPMENT
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS
 DEPT OF DEVELOPMENT
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072719100

Solution			
Item	Product Description	Agreement Information	Trade Information
	1. W7855PT (W7855PT TANDEM) - Efi Fiery Opt Bundle - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox 7830P S/N MX1185285 Trade-In as of Payment 38
			Requested Install Date: 8/26/2016

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7855PT	\$280.42	1: BLACK	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 200 201+	Included \$0.0456	
Total	\$280.42	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page. Signer: Carol Bush Signature: _____ Phone: (972)825-5011 Date: _____	Thank You for your business! This Agreement is proudly presented by Xerox and Amiee Bilberry (817)558-9656 For information on your Xerox Account, go to www.xerox.com/AccountManagement



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 your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you 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 you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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.

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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.

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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 your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you 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 you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



2.13

SERVICE AGREEMENT

Beginning Date: 10-1-2016

Ending Date: 9-30-2017

Bill To: Ellis county Jail

Ship To: _____

Waxahachie tx.

Same

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:

Three Thousand Six Hundred and zero cents DOLLARS \$ 3600.00

Payable in Quartley MONTHLY/QUARTERLY/ANNUAL installment(s) of:

Nine hundred dollars DOLLARS \$ 900.00

Such invoices are to be paid by CLIENT monthly. Only monthly invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended 2 additional year(s) at a 3 % increase per year.

State and local taxes will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for your treated systems and make recommendations for chemical feed, blow down, and other necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C with a restocking fee of 25%.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____

GARRATT-CALLAHAN COMPANY

BY: _____

BY: Jeff Falkenbach

(PRINTED NAME)

(PRINTED NAME)

(SIGNATURE/DATE)

(SIGNATURE/DATE)

TITLE: _____

TITLE: Technical Sales



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within the 30 day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of G-C's receipt of the order. When delivery is required by the client after the 6 month period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: the following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, a figure of approximately 6% should be added to their prices.

*When the customer requires special trucking such as ChemFeed delivery, chemical transfer, drum disposal, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Taxes

Quoted prices do not include any taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.

Invoice Payment Terms

Terms are net 30 days and prices do not include any sales taxes. Customers with unpaid invoices after 90 days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at office or accounting manager discretion.

Where feeding and control equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included except as noted.

Warranty and Return

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Seller, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from

the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer. Unopened chemicals within their expiration date may be able to be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than 90 days to correct prior to taking actions adverse to G-C.

Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

2.4

**A RESOLUTION TO REQUEST DESIGNATION OF QECB
(QUALIFIED ENERGY CONSERVATION BOND)
VOLUME CAP**

WHEREAS, the Board of Trustees of Italy Independent School District ("the District"), has determined that it would be in the beneficial interest of the District to finance an energy conservation project by issuing Qualified Energy Conservation Bonds ("QECBs"); and

WHEREAS, it is necessary to request the designation of volume cap from Ellis County.

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That the District request designation of QECB volume cap from Ellis County for an amount not to exceed \$600,000.
- Section 2. That LEE JOFFRE, Superintendent, or his designee, is authorized to approve all matters and execute all documents related to the QECB.

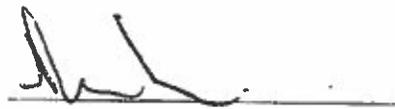
PASSED AND ADOPTED, at a Regular Meeting of the Board held on AUG 29, 2016.

AUTHORIZED SIGNATURE:



Board President

ATTEST:



Board Secretary

QECB Waiver

IRS Notice 2009-29 specified that large local governments with a population of over 100,000 shall receive a portion of the QECB authority allocated to each state (See below for specific amounts). Entities that receive an allocation have the option of using the allocation to issue bonds, designating the allocation to another issuer located within its jurisdiction or returning the allocation to the state for reallocation.

Entities that have received an allocation should return this letter along with a signature of an appropriate official indicating its intention either to utilize or waive the allocation. Entities that elect to utilize the allocation should notify the state after issuance using the Notice of Issuance form on the Bond Review Board's website (<http://www.brb.state.tx.us/arra/ARRABonds.aspx>).

City or County: _____

- YES
The City or County above intends to issue QECBs, issue QECBs through a conduit issuer, or designate another issuer within its jurisdiction to issue QECBs.
- NO
The City or County above does not intend to issue QECBs and hereby releases its allocation to the state for reallocation.

If waiving the allocation, please attach a copy of the Resolution of the City or County's governing body releasing the allocation to the state for reallocation.

Signature _____ Title _____ Date _____

For more information regarding reallocation procedures or details on qualifying projects please visit the Bond Review Board website at <http://www.brb.state.tx.us/arra/ARRABonds.aspx>.

3.7

TRACTOR SUPPLY CO
tractorSupply.com

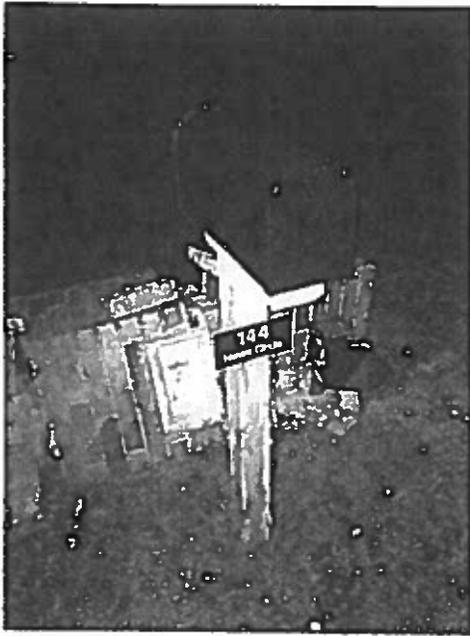
100 NORTH HWY 77
WORTH, TX 75166
972-923-1988

Ticket: 3816
Date: 5/24/11 Time: 10:53 AM
Store: 409 Register: 2
Cashier: Sh...

Item	Qty	Price	Amount
ELITE T1 ROPS PULLBOX - BLACK 3090075	1	16.99	16.99
CEMEX DRIVE IN PACHOR/POST NET 300067	1	29.99	29.99
PEARSON 3.2502 POKING SIZE S&T HULL 1082176	1	1.60	1.60
		Subtotal	48.58
		Tax	3.88
		Total	52.46

Visa - SALE 52.46
 Authorization # 0024...
 Terminal ID 00179049900200
 Cardholder 137333073EE4712E
 PAN: A0000000031010
 APC: CHASE VISA
 Exp: Signature Required / SE0000
 TVR: 000000000 / TSI: F800

Change 0.00
 I agree to pay the above amount according to my card issuer's agreement.



ESTIMATE



Ken Rash
144 Howe Circle
Italy, TX 76651

Brick Maverick

6465 E Rosedale St. Suite 3A1
Fort Worth, Texas 76112

(801) 230-7707

Phone: (940) 202-2800
Email: info@brickmaverick.com
Web: www.brickmaverick.com

Estimate # 035740
Date 09/21/2016

Description

Acid Wash

Final step in job completion
Wash all areas where mortar was used
10% acid solution diluted down with 90% water. No material discoloration, and no harm to vegetation.

Custom Mortar Match (Maverick Match)

This is implemented on every job where we replace mortar joints. Our proprietary Maverick Match System has been our trademark for years! This is one of the many offers that set us apart from our competitors! While they can get the color "pretty close", we lifetime warranty the color match. We take great care in insuring that our mortar color matches to the existing, guaranteed!

Mailbox Rebuild

Rebuilds are required when the damage to the mailbox is to significant to repair. A rebuild constitutes a complete teardown, and reconstructing the mailbox, as well as the foundation of necessary.

Same Day Discount

Brick Maverick offers an exclusive discount to our online customers! This discount is a 15% off, Same Day Discount. When one of our Project Managers comes to meet with you, for the original estimate, he will go over the scope of the job with you. At the finalization of the meeting, he will give you a price on your home project. If you sign up with Brick Maverick the same day of your estimate, you qualify for the 15% Same Day Discount!

(See Discount Below)

Subtotal	\$1,445.00
Discount	\$216.75
Total	\$1,228.25

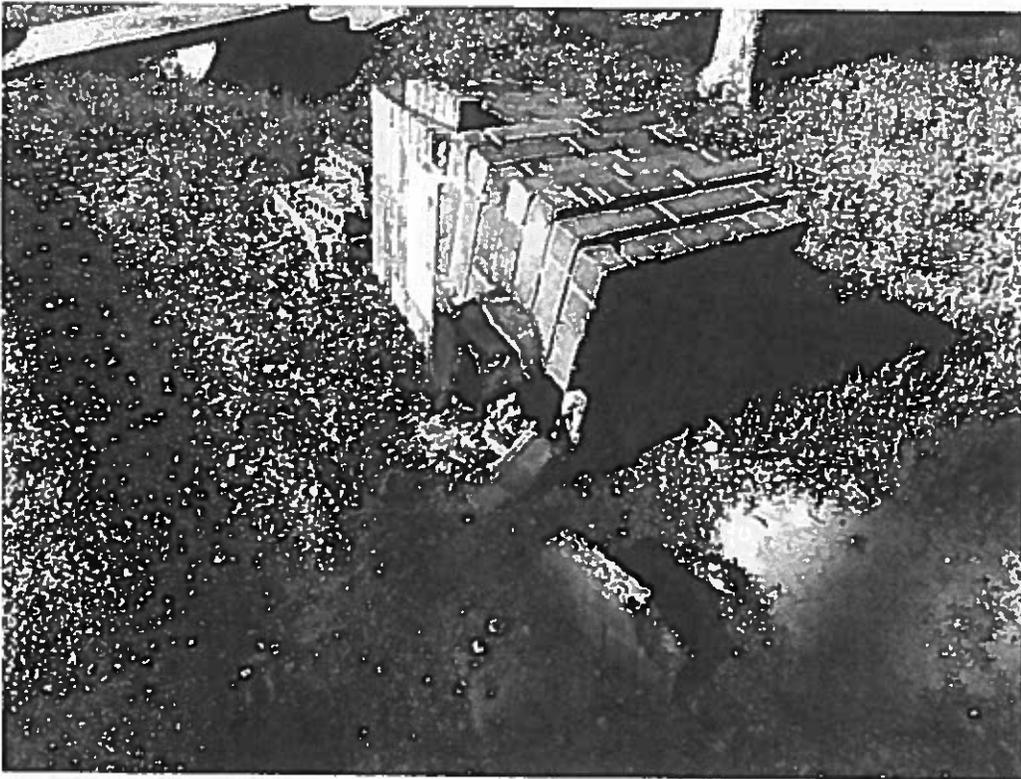
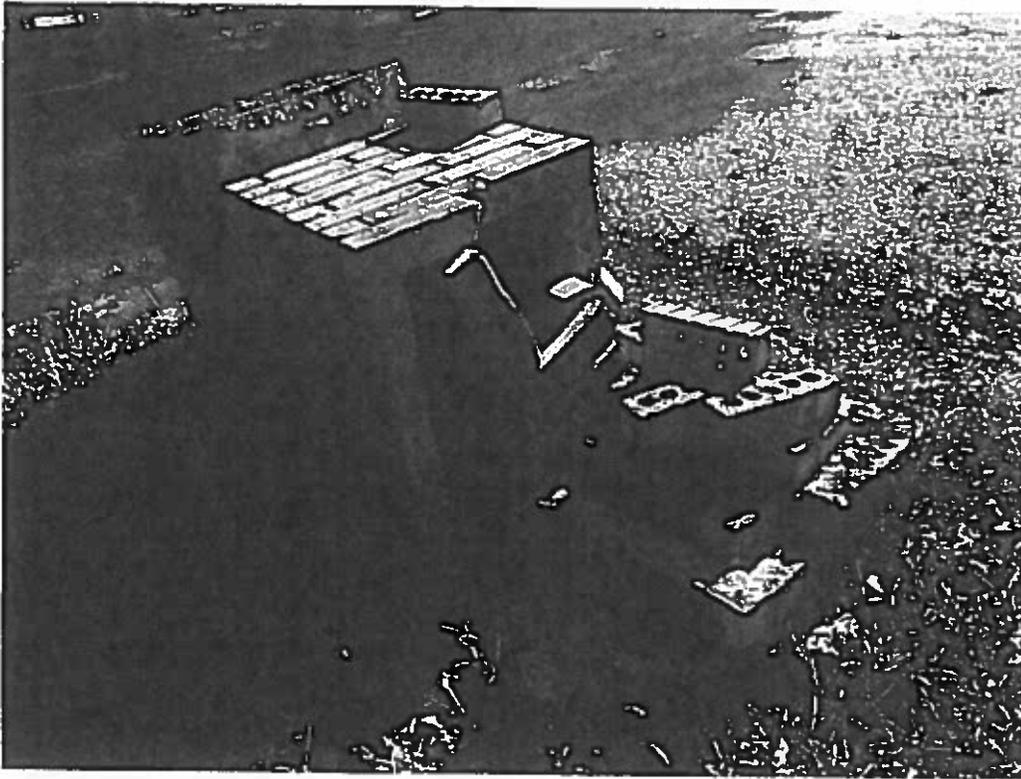
SPECIAL NOTICE:

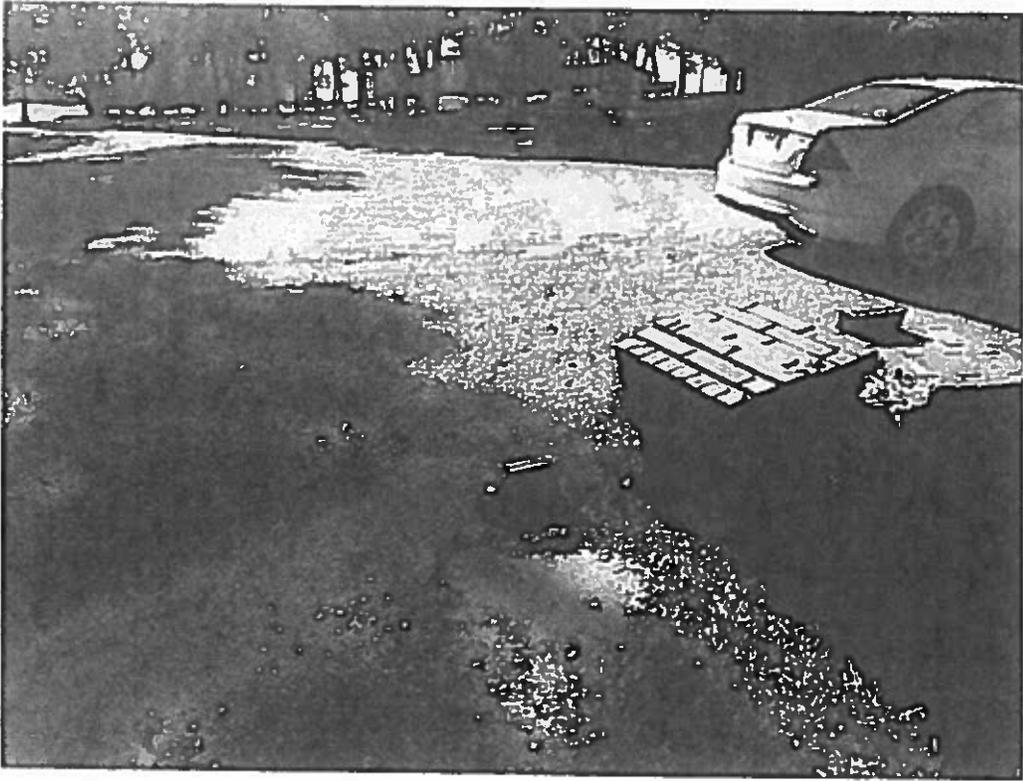
All repairs and masonry repointing will be done as specified in the (Technical Notes published by the Brick Institute of America).

- 1.) All joints will be ground out a minimum of 3/4" deep to insure proper adhesion of the new mortar.
- 2.) All loose debris will be rinsed away.
- 3.) All new mortar will be blended to match as close as possible to the existing.
- 4.) All repairs are warranted to match and continue to match for the lifetime of the repair.
- 5.) Crew members arrive at job site between 9:00am - 10:00am the morning of the specified start date.
- 6.) Start date, and times are weather permitting. If there is a change in weather, the schedule is subject to change as well, client will be notified accordingly.

All Structural Support Repair and additions will be cleared and inspected to CODE.

Any and all work done by any Brick Maverick employee will be under our Full Five Year Warranty, unless otherwise specified.





Full Five Year Transferable Warranty-

With Brick Maverick, we provide a guarantee with all of our workmanship. Occasionally with this Texas weather, our Custom Mortar Match system that we use, dries a shade too light, or too dark. This is covered! With the great plasticity index in the soil, comes wide spread movement with out foundations. With foundation settling comes cracking. If the areas that were repaired by, Brick Maverick, crack within five years of repair, that is covered! Any and all repairs done by an employee of Brick Maverick are backed by our Full Five Year Transferable Warranty, unless otherwise specified.

Customer understands and agrees that this agreement does not include any items not specifically listed, and that Customer will be charged for any additional work performed not specifically listed in this agreement. Customer agrees to pay any further invoice for additional work which is not listed in this agreement, regardless of whether a revised or separate agreement is signed. Customer understands and agrees that on occasion, Customers make verbal requests for additional work, or that additional work becomes necessary after a project has begun. These items, not reflected on the original agreement must be paid at the normal pricing, regardless of whether the additional work is documented in an addendum or further agreement. Customer agrees that failure to pay an invoice in full or on time may result in a lien being filed against the property, and that Brick Maverick may take other legal measures to collect any sums due from Customer. Customer also agrees and understands that failure to pay at time of completion will result in an additional 10% late fee. Customer agrees and understands that Customer will be personally responsible for payment of any legal fees and costs associated with the filing of a lien or collection of monies due in addition to same. In the event that a judgment is taken by Brick Maverick against Customer for monies owed, CUSTOMER WAIVES ALL DEFENSES TO COLLECTION, INCLUDING EFFORTS TO COLLECT BY GARNISHMENT OF WAGES and /or BANK ACCOUNTS, AND FORECLOSURE OF LIENS.

Customer further understands that Brick Maverick will apply for and obtain all necessary permits, and that Customer will be responsible to repay Brick Maverick for the cost of obtaining same. Customer further understands that Customer, at Customer's expense, may have any work performed by Brick Maverick may be inspected by a structural engineer, but that in no event may Customer withhold payment for work performed.

By signing this document, the customer agrees to the services and conditions outlined in this document:

1/2 is due upon signing and Balance is due upon completion
Make checks payable to
"B&M"

By placing 1/2 down you have retained us for the specified start date. Cancelations will cost \$250 and balance will be refunded to you.

Ken Rash

AT&T Repair Billing Litigation
c/o Analytics
P.O. Box 2002
Chanhassen, MN 55317-2002

DO NOT DISCARD
THIS FORM CAN BE
REDEEMED FOR CASH

58

HTT0002AD7FC5 - Claim Number 1010979



Ellis County Pct 2
1400 S Oak Grove Rd
Ennis, TX 75119-6622



If you have a new address to which your payment should be mailed, please provide the new address here:
Name
Address
City, State, and Zip Code

CLAIM FORM

AT&T Repair Billing Litigation

As described in the accompanying notice, you are eligible for a cash payment under the settlement of this case. The approximate amount of your payment is \$32.50. The final amount could change depending upon the terms of the Court's Final Judgment and Order and the costs associated with notice and administering the settlement.

To claim your payment, please sign in the space below attesting that you are the class member identified on this form. Then mail the signed claim form to:

AT&T Repair Billing Litigation
c/o Analytics
P.O. Box 2002
Chanhassen, MN 55317-2002

Your claim must be post-marked no later than **December 1, 2016**. Late claims will be rejected.

Class Member's Signature

Date Signed

You *may* receive more than one Notice and Claim Form relating to this Settlement. To ensure that you receive all the payments to which you are entitled, please sign and return each Claim Form that you receive.

If you wish to have the option of receiving future communications by email in addition to or in lieu of by U.S. mail, please provide your email address here:

Email Address

AT&T Repair Billing Litigation
c/o Analytics
P.O. Box 2002
Chanhassen, MN 55317-2002

DO NOT DISCARD
THIS FORM CAN BE
REDEEMED FOR CASH

HTT0002C35F4C - Claim Number 1010980



Ellis County Precinct 2
1400 S Oak Grove Rd
Ennis, TX 75119-6622



If you have a new address to which your payment should be mailed, please provide the new address here:

Name

Address

City, State, and Zip Code

CLAIM FORM

AT&T Repair Billing Litigation

As described in the accompanying notice, you are eligible for a cash payment under the settlement of this case. The approximate amount of your payment is \$10.00. The final amount could change depending upon the terms of the Court's Final Judgment and Order and the costs associated with notice and administering the settlement.

To claim your payment, please sign in the space below attesting that you are the class member identified on this form. Then mail the signed claim form to:

AT&T Repair Billing Litigation
c/o Analytics
P.O. Box 2002
Chanhassen, MN 55317-2002

Your claim must be post-marked no later than **December 1, 2016**. Late claims will be rejected.

Class Member's Signature

Date Signed

You may receive more than one Notice and Claim Form relating to this Settlement. To ensure that you receive all the payments to which you are entitled, please sign and return each Claim Form that you receive.

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Email Address