

A9

ORDER APPOINTING ELLIS COUNTY AUDITOR

Michael S. Navarro of Waxahachie, Texas is hereby appointed County Auditor of Ellis County, Texas by the following. for the period beginning on January 1, 2017 and ending on August 31, 2017 at a salary to be fixed and determined by the District Judges making such appointment and having jurisdiction in the county, a majority ruling.

The District Clerk of Ellis County, Texas shall record this Order in the Civil Minutes of the District Court and said Clerk shall send a certified copy of same to the Commissioners' Court of Ellis County, Texas for said Court's observance, which said certified copy shall be recorded in the minutes of said Commissioners' Court.

Witness my hand on the 30th day of November, 2016.


Bob Carroll
District Judge
40th Judicial District Court
Ellis County, Texas

FILED FOR RECORD
2016 DEC - 1 PM 2: 52
DISTRICT CLERK
ELLIS COUNTY, TX


Joe Grubbs
District Judge
378th Judicial District Court
Ellis County, Texas


Cindy Ermatinger
District Judge
443rd Judicial District Court
Ellis County, Texas


CERTIFIED A TRUE COPY
MELANIE REED
District Clerk, Ellis County, Texas
ATTEST: 12-1-2016 pgs 1
Mary Ridgway Deputy

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

AG

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: November 2016

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
11/1	Waxahachie area-New Landowners Program set up	15		
11/2	Waxahachie area- 4-H Stock Show Entry Night	10		
11/4	Waxahachie-Belton-District 8 Holiday Classic	108		
11/5	Belton area-District 8 Holiday Classic	16		
11/6	Belton-Waxahachie-District 8 Holiday Classic	108		
11/8	Waxahachie area-Master Gardener Training	11		
11/10	Waxahachie-Hillsboro & return-Agent In-Service	44		
11/12	Waxahachie area-County Sheep/Goat Validation	31		
11/15	Waxahachie area-Ag Update Program, 4-H Beef Project Workshop	47		
11/22	Waxahachie-Houston-return-TCAAA Annimal Industries	44		
11/29	Waxahachie-Waco-return-District In-Service Training	132		
		962		

Other expenses in field (list)

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

Date: December 6, 2016

Signed: _____

Mark Arnold

The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: November 2016

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
11/1	Red Oak, Waxahachie (Cooking Class preparation, Diabetes Coalition, 4-H, Better Living for Texans)	41		
11/2	Waxahachie (Master Wellness Volunteers, diabetes education, Better Living for Texans, 4-H)	28		
11/3	Ennis, Waxahachie (Golden Circle, newspaper, deliver Better Living for Texans quarterly newsletters)	71		
11/4	Waxahachie (Senior Center, Nutrition Program, Better Living for Texans)	18		
11/7	Waxahachie (Better Living for Texans, 4-H, Master Wellness Volunteers)	22		
11/8	Midlothian, Waxahachie (4-H Food Show preparation, Waxahachie C.A.R.E., diabetes education preparation, Master Wellness Volunteers)	62		
11/9	Red Oak, Waxahachie (Waxahachie C.A.R.E., 4-H Food Show, Better Living for Texans-deliver quarterly newsletters)	48		
11/10	Ennis, Waxahachie (Youth Expo, 4-H Food Show, Better Living for Texans-deliver quarterly newsletter, WIC, Helping Hands)	89		
11/14	Red Oak, Waxahachie (deliver Better Living for Texans newsletters, 4-H Food Show preparation, Master Wellness Volunteers)	42		
11/15	Waxahachie (Family & Consumer Sciences Committee Meeting, Diabetes Cooking Class preparation, 4-H, Better Living for Texans)	22		
11/16	Red Oak, Waxahachie (North Ellis County Outreach Center, Better Living for Texans, Diabetes Cooking Class preparation)	33		
11/17	Waxahachie (Diabetes Cooking Class, 4-H, Better Living for Texans, Senior Center)	17		
11/18	Waxahachie (Senior Center, 4-H, return items-Diabetes Cooking Class)	19		
11/21	Waxahachie (nutrition program, Better Living for Texans, 4-H, Senior Center)	22		
11/22	Ennis, Waxahachie (4-H Food Show preparation, Golden Circle, Better Living for Texans)	66		

	4-H)		
11/28	Midlothian, Waxahachie (Better Living for Texans, Midlothian High School, 4-H)	61	
11/29	Waco (District Training)	165	
		838	

Other expenses in field (list)

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

Date: December 1, 2016

Signed:

Rita M. Hodges

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 838

Selected major activities since last report**November 2016**

11/1 Diabetes Coalition (6)
 11/1 Work with 4-H Food Show contestants (5)
 11/3 Better Living for Texans program (20)
 11/9 Work with 4-H Food Show contestants (6)
 11/10 Ellis County 4-H Food Show/Food Challenge (60)
 11/15 FCS Committee Meeting (7)
 11/17 Better Living for Texans (18)
 11/17 Diabetes Cooking Class (30)
 11/18 Better Living for Texans Program (10)
 11/22 Work with 4-H Food Show contestants (6)
 11/29 District 8 Training, Waco

Educational Programming:

Programs	10
Participants	161

Educational Contacts:

Site Visits-FCS	12
Telephone	107
Office Visits	20
E-mails	439
Newsletters/Letters	870

Media Outreach:

News Releases	4
Website	115
Facebook	87

Major plans for next month:

12/2 Ellis County 4-H Christmas Party
 12/6 Master Wellness Volunteers Meeting
 12/7 District 4-H Food Show/Food Challenge, Belton
 12/8 Meet with CEAs-program planning
 12/9 Nutrition Program
 12/15 Diabetes Cooking Class
 12/16 Nutrition Program

Rita Hodges**Name****County Extension Agent - Family & Consumer Sciences****Title****Ellis****County****12/1/16****Date**

TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH: November 2016

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
11/1	Mother's Day Out-Midlothian (program)	26		
11/1	Pettigrew Academy-Waxahachie (program)	17		
11/4	United Way Hearing	10		
11/5-6	Holiday Classic-Belton	226		
11/11	County Lamb & Goat Validation-Red Oak	32		
11/15	Shields Elementary-Red Oak (program)	35		
11/15	Pettigrew Academy-Waxahachie (program)	17		
11/15	Major Show Turkey pick-up-College Station	350		
11/18	All 4-His Honor 4-H Club meeting-Waxahachie (program)	10		
11/21	Major Show Swine Validation-Waxahachie	10		
11/21	Texas Agriculture Memorial Day-Austin	338		
11/29	District 8 Training-Waco	72		
	Total	1143		

Other expenses in field (list)

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



Date 12/05/2016

Signed: _____

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
November 2016

Selected major activities since last report

Miles traveled: 1143

- 11/1-Mother's Day Out Program *Pizza Ranch* 152 youth 35 adults
- 11/1-Pettigrew Academy Program *Dairy Goats* 22 youth 4 adults
- 11/2-Major Show entry night
- 11/3-Entomology project 7 youth 4 adults
- 11/4-United Way funding hearings
- 11/5-6-Holiday Classic, Belton
- 11/7-County 4-H Council & Youth Advisory Board meeting 17 youth 5 adults
- 11/10-Ellis County Food Show & Food Challenge-7 food challenge teams, 9 food show youth
- 11/11-ECYE Lamb & Goat Validation-Red Oak, Maypearl, Ferris
- 11/12-ECYE Lamb & Goat Validation-Waxhachie, Ennis, Italy, 4-H
- 11/12-Public Speaking project 3 youth
- 11/15-Shields Elementary Program *Water Cycle* 99 youth, 6 adults
- 11/15-Pettigrew Academy Program *Community Service* 22 youth, 2 adults
- 11/15-Major Show Turkey pick-up
- 11/17-Entomology/Clover Kids meetings 10 youth, 3 adults
- 11/18-All 4-Him 4-H Club Program *Parliamentary Procedure* 29 youth, 8 adults
- 11/21-Major Show Swine validation
- 11/21-Texas Agriculture Memorial Day
- 11/29-District Training-In-depth summaries

Educational Contacts

Educational Programming:

Programs 5
Participants.....392

Educational Contacts:

Site Visits 4-H.....10
Telephone..... 110
Office Visits..... 28
E-mails.....1650
Newsletters/letters..... 550
Faxes 6

Media Outreach:

News Releases..... 1
TV/Radio..... 0
Website Hits..... 188
Social Media Contacts..... 48 posts on FB, 972 follows (13,308 post reach), 27 on Instagram (235 follows) 27 on Twitter (119 follows)

Major plans for next month

- Club Manager meeting

- Annual 4-H Christmas party
- TAE4-HA Winter Board meeting
- District Food Show/Food Challenge
- District Council Retreat
- County Swine Validation
- Wool & Mohair workshop
- Soil Program at Longbranch Elementary-Midlothian
- Annual Leave-Dec. 22-Jan 2

Name: Megan Parr

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date:10/17/2016

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F1

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

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
✓ 001-0010-40950-00000-000	FEMA/or State Emergency Disaster Funds	\$1,299.11

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
✓ 001-0140-50558-00000-000	Contingencies/Reserve	\$1,299.11

Stephanie Parker

STEPHANIE PARKER
Signature of Department Head

12/2/2016
Date Signed

EMERGENCY MANAGEMENT
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:

Dillon 12/7/16

Needs court approval

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F2

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
✓ 010-0653-30302-00000-000	FM2 FUND BALANCE CARRY OVER	\$85,000.00
✓ 010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$2,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 010-0653-50807-00000-000 <i>50807</i>	FM2 EQUIPMENT <i>010-0653-50906</i>	\$85,000.00
✓ 010-0653-50906-00000-000	FM2 CULVERTS <i>BA</i>	\$2,000.00

POSTED
PCT2
COMPUTER

[Signature]
Signature of Department Head

11.30.16
Date Signed

Ellis Co. Commissioner, Pct. 2
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office:

[Signature] 12/2/16

Needs court approval

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

RECEIVED
11/30/16 F3

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
001-0210-50801-00000-000	Supplies	(\$1,300.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50888-00000-000	Computer service/ Rental	\$1,300.00


Signature of Department Head

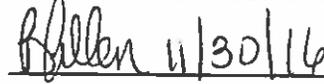
11-29-16
Date Signed

Elections
Department

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

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

Approved by County Auditor's Office:


Needs court approval

F4

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

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
024-0924-50802	Equipment	\$800.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50831	Uniform	\$800.00

Tim Birdwell

Tim Birdwell
Signature of Department Head

12-9-16
Date Signed

Ellis County Fire Marshal
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

Approved by County Auditor's Office:

Hallen 12/14/16

Needs court approval

FS

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

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
011-0704-30302	Fund Balance	\$ 12,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50909	Repair and Parts	\$ 12,000.00


Signature of Department Head

12-13-2016
Date Signed

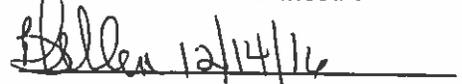
Road & Bridge #3
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:


12/14/16

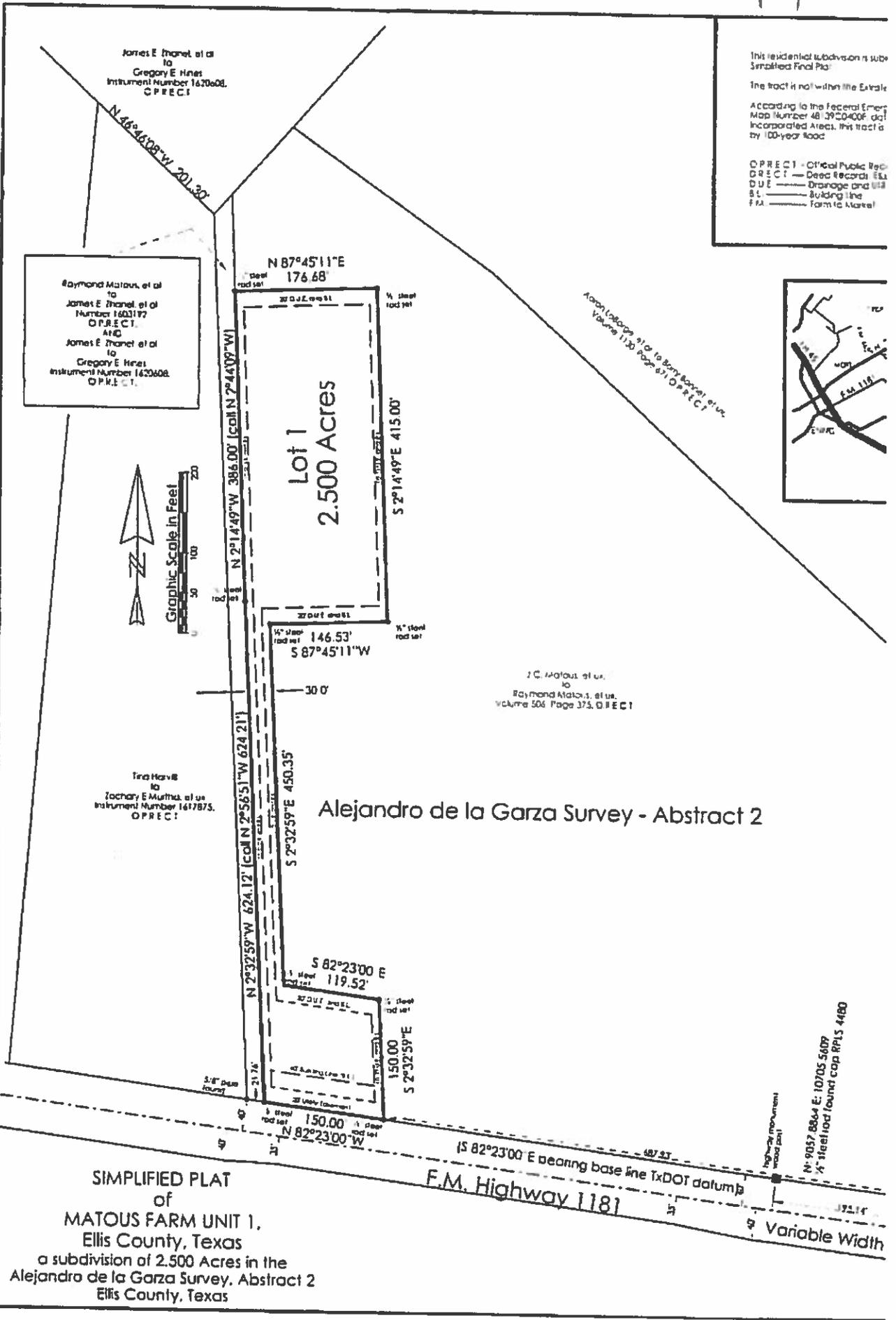
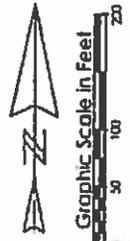
Needs court approval

James E. Zhanet, et al
to
Gregory E. Hines
Instrument Number 1620608.
O.P.R.E.C.T.

Raymond Matous, et al
to
James E. Zhanet, et al
Number 1603197
O.P.R.E.C.T.
AND
James E. Zhanet, et al
to
Gregory E. Hines
Instrument Number 1620608.
O.P.R.E.C.T.

Tina Harvis
to
Zachary E. Murtha, et al
Instrument Number 1617875.
O.P.R.E.C.T.

This residential subdivision is sub-
Simplified Final Plat.
The tract is not within the Estate.
According to the Federal Emergency
Map Number 48-39C0400F dat
Incorporated Areas, this tract is
by 100-year flood.
O.P.R.E.C.T. - Official Public Record
O.P.R.E.C.T. - Deed Records, E.L.L.
D.U.E. - Drainage and Utility
S.L. - Building Line
F.M. - Farm to Market



J.C. Matous, et al.
to
Raymond Matous, et al.
Volume 506 Page 375, O.P.R.E.C.T.

Alejandro de la Garza Survey - Abstract 2

SIMPLIFIED PLAT
of
MATOUS FARM UNIT 1,
Ellis County, Texas
a subdivision of 2.500 Acres in the
Alejandro de la Garza Survey, Abstract 2
Ellis County, Texas

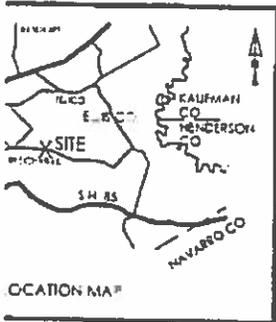
N: 9057 8864 E: 10705 5609
X: steel rod found cap RPLS 4480

IS 82°23'00" E bearing base line TxDOT datum
F.M. Highway 1181
Variable Width

241

by owner and developer for approval of jurisdiction of any city. Management Agency, Flood Insurance Rate Map 3, 2013 for the Ellis County, Texas and within a Special Flood Hazard Area inundated

Ellis County Texas City Terrell



FIELD NOTES for Dedication

Job No. C-16209

BEING a part of the Alejandro de la Garza Survey, Abstract 2, Ellis County, Texas, and being a part of the tract described in deed from J.C. Matous, et al to Raymond Matous, et al recorded in Volume 506, Page 375 Deed Records, Ellis County, Texas, and being more particularly described by its metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set on the northeast line of F.M. Highway 1181 and the southwest line of said Matous tract, of the southeast corner of the tract described in deed from Raymond Matous, et al to James E. Zhanet, et al recorded in Instrument Number 1603192, Official Public Records, Ellis County, Texas.

THENCE N 2°32'59" W, generally along a fence and with the east line of said Zhanet tract, 624.17 feet (containing N 2°56'51" W 624.21 feet) to a 1/2 inch steel rod set;

THENCE N 2°14'49" W, (containing N 2°44'09" W) generally along a fence and with the east line of said Zhanet tract, 386.00 feet to a 1/2 inch steel rod set;

THENCE N 87°45'11" E, into said Matous tract, 176.68 feet to a 1/2 inch steel rod set;

THENCE S 2°14'49" E, through said Matous tract, 415.00 feet to a 1/2 inch steel rod set;

THENCE S 87°45'11" W, through said Matous tract, 146.53 feet to a 1/2 inch steel rod set;

THENCE S 2°32'59" E, through said Matous tract and 30 feet from and parallel to the east line of said Zhanet tract, 450.35 feet to a 1/2 inch steel rod set;

THENCE S 82°23'00" E, through said Matous tract, 119.52 feet to a 1/2 inch steel rod set;

THENCE S 7°32'59" E, through said Matous tract and 145.22 feet from and parallel to the east line of said Zhanet tract, 150.00 feet to a 1/2 inch steel rod set;

THENCE N 82°23'00" W, 150.00 feet to the point of beginning and containing approximately 2,500 acre

COUNTY OF ELLIS TX
STATE OF TEXAS TX

THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Joshua Tay, being the owner of the herein described tract, do hereby adopt this plat, designating same as SIMPLIFIED PLAT of MATOUS FARM, UNIT 1, a subdivision in Ellis County, Texas, and do hereby dedicate to the public use and benefit forever the streets, alleys and easements shown hereon. Any part of any buildings, 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 shall, at all times, have the right of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspecting, 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 anyone.

Witness my hand this 6 day of December, 2016

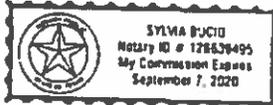
Joshua Tay

State of Texas
County of Ellis

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Joshua Tay, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 6 day of December, 2016

Sylvia Bucio
Notary Public
My commission expires:



CERTIFICATE OF DEPARTMENT OF DEVELOPMENT
The SIMPLIFIED PLAT of MATOUS FARM, UNIT 1, has final approval by the Department of Development, Ellis County, Texas, for on-site sewage facility system, pending any and all information as may be required by the Department of Development, Ellis County, Texas.

Department of Development

COUNTY APPROVAL

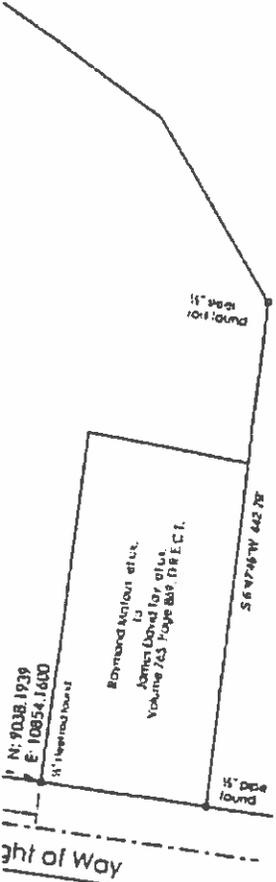
I certify that the above and foregoing SIMPLIFIED PLAT of MATOUS FARM, UNIT 1, was approved for filing by Ellis County Commissioners Court on the ___ day of ___ 2016.

Carol Bush
County Judge

SURVEYORS CERTIFICATE

I declare that the foregoing plat and field notes were prepared from an actual and accurate survey made on the ground 1 November 2016, and that all corner monuments were found or properly placed under my personal supervision.

Stuart G. Hamilton
Registered Professional
Land Surveyor
Number 4480



Right of Way

Copy 1 of 11 signed on DEC 6 2016
Drawn by: sgh JOB NO. C-16209

Owner
Joshua Tay
4970 F.M. 1181,
Ennis, Tx. 75119

ELLIS ASSOCIATES
SURVEYORS
212 Horn College
Waco, Texas 76714
Tel: 767-937-7414
FAX: 767-937-7414

2.1

CONTRACT FOR ANIMAL CONTROL AND SHELTERING SERVICES

This non-exclusive contract is entered into this 20th day of December, 2016 by and between Ellis County, Texas (herein referred to as "County"), and

**Ellis County Society for the Prevention of Cruelty to Animals
(herein referred to as "SPCA")
2570 FM 878
Waxahachie, Texas 75165**

NOW THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the parties agree as follows:

**SECTION 1
ANIMAL CONTROL ENFORCEMENT**

1. The SPCA shall:

- Impound for rabies observation on a twenty-four (24) hour basis and in accordance with state law and local ordinances regulating domestic animals suspected of having Rabies and provide quarantine for such domestic animals under the guidelines of the Texas Department of Health.
- Provide monthly reports to the County pertaining to sheltering activities.
- Provide shelter services for the handling of domestic animals from the County, whether they are impounded or otherwise turned over to the SPCA by the County officers or officials.
- Arrange for the humane destruction and disposal of dogs and cats as required. Such disposal and destruction shall be accomplished in a manner approved by the American Veterinary Medical Association, which shall not subject animals to unnecessary pain.
- Provide for the disposition of animals (excluding livestock) delivered by the County. If the owner is known, the SPCA shall advise the owner of disposal options. In the event the owner instructs the SPCA to dispose of the animal, a reasonable cost will be charged to the owner.
- The SPCA shall maintain for a period of three (3) years, from the date that the animal was impounded, records of all animals returned to owner by classification of animal and name, which reasonably verify the first, second, and third subsequent reoccurring offense status of animals.
- The SPCA shall be entitled to charge and collect fees, herein designated as "user fees" from animal owners from the schedule of fees published. Any and all amounts paid to the SPCA by owners of impounded animals under the terms of this agreement shall be retained by the SPCA.
- Any impounded animal at the SPCA that is not claimed as provided by the County's animal ordinance under the terms of such ordinance shall become the property of the SPCA.
- Maintain care, custody, and control of any animal brought into the SPCA by the County and will be responsible for the care, maintenance, and safe keeping of that animal.

2. Animal Redemption

- Impounded animals shall be released to owner or custodians, or authorized agent only upon satisfactory proof of ownership and payment of all applicable fees. All impounded animals must have proof of current Rabies vaccination, as required by law. For those animals without proof of current Rabies vaccination, the SPCA will issue a Rabies voucher, and proof of current Rabies vaccination will be returned to the SPCA within 5 business days. If proof of current vaccination is not provided by the end of the allotted time frame, the SPCA will submit the information to the County.

3. Injured and/or Diseased Animals

- The SPCA shall consider the following factors in determining whether to dispose of an injured and/or diseased animal: whether a condition exists which seriously endangers the life of the

animal, whether the animal appears to be in extreme pain, and whether the condition of the animal is going to require extensive or long-term veterinary and related care.

4. Impounded Dogs or Cats

- The SPCA shall attempt to give notice to the owner, by telephone or regular mail, that the animal is being held at the shelter. The animal shall be held a minimum of seventy-two (72) hours following notice of impoundment. Under the terms of the County's animal ordinance after the expiration of this period, the disposition of these animals is at the discretion of the SPCA. Notice to the owner shall be based on the best evidence available to the SPCA, including any information on the animal's license or rabies tag, or other identification found on the animal.

5. Research

- The SPCA shall not sell, give, release, or otherwise transfer any animal for any type of research and/or experimentation purposes. All recipients of adopted animals shall agree in writing that said animals will not be used for any type of research and/or experimentation purposes.

6. Sterilization

- The SPCA shall require all dogs and cats adopted pursuant to this agreement to be sterilized according to Texas state law. Surgeries will be performed in conjunction with any local veterinarian(s) who will agree to do such surgeries at a negotiated fee. The SPCA will submit to the County information on any adopters who violate Texas state law and fail to return proof of sterilization.

7. Shelter Hours of Operation

- The County Animal Control Officers will have access to the building and facilities twenty-four (24) hours each seven (7) days per week for animal delivery.

8. Animal Disposal

- The SPCA will offer disposal of deceased domestic animals for residents and veterinarians for a fee to be determined by the SPCA.

**SECTION II
INSURANCE**

The SPCA shall obtain and maintain insurance and shall provide copies of certificates of such insurance to the County showing the following insurance coverage to be in force throughout the term of the Contract.

1. Worker's Compensation in accordance with the Worker's Compensation Laws, Property Damage Insurance, Employer's Liability Insurance, and General Liability.
2. While the SPCA may maintain reasonable and customary deductibles, subject to approval by the County, the minimum limits for each of these coverages (except Worker's Compensation) shall be \$1,000,000 per occurrence, per person for bodily injury and \$1,000,000 for property damage. Coverage must be written on an occurrence form. The General Liability should extend to include personal injury liability coverage as well as the indemnification provision of this agreement and should provide coverage for injury or death to third parties including but not limited to volunteers, invitees, guests, or agents. The Property Damage Insurance in the amount of \$1,000,000 should cover at least any accidental damage or loss of property due to fire, accident, or other act occurring during performance of this Contract. In any event of a claim for damages presented by the County, no deductible shall be applicable to the County.

**SECTION III
COMMENCEMENT AND DURATION OF AGREEMENT**

The term of this contract is _____, _____ through _____, _____, to be reviewed for renewal annually 60-90 days prior to the contract end date.

**SECTION IV
TERMINATION OF CONTRACT**

Either party may terminate this contract for cause with a ninety (90) day written notice stating therein the reasons for such cancellation. If termination shall be for cause, the party receiving such notice shall have a sixty (60) day period, after notice, to remedy the cause alleged for cancellation.

**SECTION V
MODIFICATIONS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in this contract. All modifications to the contract will be made in writing and agreed upon by both the County and the SPCA.

**SECTION VI
CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

**SECTION VII
SEVERABILITY**

Should any section, sentence, clause or phrase of this contract be held or determined to be invalid or unconstitutional for any reason, such holding shall not affect the validity of the remaining portions of this contract, which are declared to be severable.

**SECTION VIII
ADDITIONAL OBLIGATIONS**

1. **Liaison Officer.** The Executive Director for the Ellis County Society for the Prevention of Cruelty to Animals or his/her designee shall act as the SPCA's liaison officer with the County. The Ellis County Sheriff, or his designee, shall act as a liaison officer of the County with the SPCA to receive and approve payments to the SPCA. All reports, recommendations, and any and all other correspondence shall be directed to the Ellis County Judge, or her designee, whose duty it shall be to see that the terms of this Agreement are complied with and to keep the County Commissioners informed as to the status of the Agreement with the SPCA.
2. **SPCA Board.** A designated member of the Commissioners' Court will be entitled to appear at the SPCA board meeting as a liaison for the County. However, that person will not be a voting member of the Board.

**SECTION IX
ASSIGNMENT**

The SPCA shall not sell, assign, transfer or convey this contract, in whole or part, without the prior consent of the County.

**SECTION X
VENUE**

This contract will be governed and construed according to the law of the State of Texas and is performable in the County of Ellis, Texas.

**SECTION XI
COMPENSATION AND PAYMENT**

1. Litter is defined as puppies less than 8 weeks old that are five or less in number. Therefore, 5 or less is 1 animal, over 5 but under 11 is 2 animals, 11 and over but less than 16 is 3 animals.
2. Compensation for the SPCA shall be determined as follows: \$50.00 per animal up to 924 animals.

3. The total contract price from October 1, 2016 through September 30, 2017 is \$46, 200.00.
4. The SPCA will bill the County monthly for the prior month's charges. Payment to the SPCA will be made monthly for payment approval at the next available commissioner's court after receiving the invoice. The first bill will be due in November for the October 2016 charges. The monthly payments will be \$3,850/mo.
5. In addition, all revenue collected for impounding, boarding, disposing, and adoption of animals shall accrue to and become the property of the SPCA.
6. **Animal Boarding Surcharge.** This paragraph shall apply to uncollected or the amount of incurred but reimbursed special and/or unforeseen expenses incurred by the SPCA in the performance of long-term boarding services for animals impounded for the County pursuant to this agreement which are in the process of litigation or are in other unusual circumstances outside the scope of what the SPCA and County shall deem to be obligations outlined in Section 1. These expenses include, but are not limited to, charges for long-term and specific quarantine and bite cases and/or animals involved in an investigation of charges of cruelty to animals. The SPCA shall provide such animal boarding services to the County, based on the following conditions:
 - a. Ten dollars (\$10.00) per day or any part thereof, which after reasonable collection efforts have been made, is not paid by the person responsible for the animal.
 - b. No charge shall be made to the County for the first three (3) days of impoundment, but the SPCA is not precluded from recovering said charges from otherwise responsible persons.
 - c. Where the SPCA has accepted animals for boarding for which it feels it is entitled to fees allowed hereunder and has not obtained County authorization for whatever reason, it shall give two (2) days written notice to the County that it intends to terminate the boarding of these animals. Absent notification within two (2) days from the receipt of the notice by the County, the SPCA may proceed to dispose of the animals without any further responsibility and/or obligation to the County.

**SECTION XII
INDEMNIFICATION**

The SPCA shall defend, indemnify and hold harmless the County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent or willful act or fault of the SPCA, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this contract.

Executed in duplicate per minute Order No. _____ on this _____ day of _____, 2016

Carol Bush
Ellis County Judge

Joan McGrath
Executive Director
Ellis County Society for the Prevention of
Cruelty to Animals

Date

Date



**ELLIS COUNTY
PURCHASE REQUISITION**

Requisition No.

P.O. No.

Date: 11/30/16

Vendor: HOLT CAT

Deliver to: Ellis County Precinct 2

Department: R&B

Address: 1400 S Oak Grove

Department Head Signature:

City/St/Zip: Ennis, TX 75119

**Charge to line item: 010-0653-50802-00000-000
FM2 EQUIPMENT**

Phone: 972-825-5333

Qty	Unit	Description	Estimated Unit Cost	Total Cost
		Purchase of a 2016 Caterpillar Roller. Model: CW16 Serial Number: 0TL500162	\$80,780.78	\$80,780.78
		Total		\$80,780.78



November 30, 2016

ELLIS COUNTY PCT 2 LANE GRAYSON-COMM
 1400 S OAK GROVE RD
 ENNIS, TEXAS 75119-6622

Attention: LANE GRAYSON

RE: Quote 180785-01

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR INC Model: CW16 Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK028431 **SERIAL NUMBER:** 0TL500162 **YEAR:** 2016 **SMU:** 0
STANDARD EQUIPMENT

POWERTRAIN - Cat C3.4B ACERT Engine - 100 HP/75 kW, four-cylinder turbo- charged - Cat C4.4 ACERT Engine - 100 HP/75 kW, four-cylinder turbo- charged - Dual element cyclonic air cleaner - Fuel filter / water separator - Ultra clean fuel filter with integrated - prime pump - Variable throttle control with ECO mode - Dual braking systems (service & parking) - Continuously variable hydrostatic - transmission with seamless shifting

ELECTRICAL - 12-volt electric starting - 55 - amp alternator - One CAT Maintenance Free Batteries - Roofing lights - turn signals and low - beam forward facing lights - Rear backup light and stop indication - lamps - Halogen working lights - bumper mounted - (2 front-facing and 2 rear-facing) - Backup alarm and forward warning horn - Product Link Ready -

OPERATOR ENVIRONMENT - LCD gage package - Suspension seat with oversized RH - arm rest - Rotating operators station - RH arm rest - 2" wide seat belt - Vandalism protection - Power assisted steering

FLUIDS - Premixed 50% concentration of Extended - Life Coolant with freeze protection - to -37C (-35F) -

OTHER STANDARD EQUIPMENT - Locking fiberglass engine enclosure - Front wheel oscillation - Pressurized water system with - distribution bars over front and rear - tires and individual retractable - steel tire scrapers - Manual brake release - 9 wheel system - Transport tie-down and lift points - Power assisted steering - 92 gal (348 L) water tank capacity - Quick connect hydraulic pressure - test ports - SOS ports: - engine - hydraulic - coolant - Coco mats - Remote drains for all fluids -

MACHINE SPECIFICATIONS

CW16 PNEUMATIC COMPACTOR	
ENGINE, TIER 4F, STAGE 4	
OIL, HYD, FACTORY FILLED	
BASE, OPERATOR STATION	
SEAT, STD VINYL, BSC	
PRODUCT LINK, CELLULAR PL641	
TIRES, 8, 14PLY BIAS	
INSTRUCTIONS, NORTH AMERICAN	
ROPS	
INSTALLATION, PRODUCT LINK	
PACKING, CONTAINER	
SUN CANOPY FOR ROPS	
TOTAL LIST PRICE	\$111,810
BUYBOARD MINIMUM 9% DISCOUNT #515-16	

Sell Price	
Total	\$80,780.78
	\$80,780.78

WARRANTY

Standard Warranty: 12 Month / Unlimited Hour

Accepted by Lane Grayson on 11.30.16


Signature

Thank you for your interest in Holt CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Bryan Nichols
Machine Sales Representative
Holt CAT
Bryan.Nichols@holtcat.com
817.308.6612

SERVICE AGREEMENT

1. **DEFINITIONS:** "DFW Communications" shall mean DFW Communications, Inc. "Customer" shall mean the customer named in the Agreement and "Product" shall collectively mean the Equipment and Software which DFW Communications and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE:** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by DFW Communications, and the banking, negotiation or other use of any payment shall not constitute an acceptance by DFW Communications. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. DFW Communications shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing.
3. **SERVICE DEFINED**
4. DFW Communications agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the date set forth on the front side of this Agreement. DFW Communications shall also Service other Product manufactured by Motorola and purchased by customer during the term of this Agreement on the same terms and conditions set forth in this Agreement as the then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing cycle following expiration of the labor warranty on such other Product. In the event of loss, damage, theft or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to DFW Communications. In that event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which DFW Communications received such written report.
5. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request.
6. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front side of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at DFW Communications above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
7. Where telephone lines and Product are used in conjunction with DFW Communications maintained Product, DFW Communications shall have no obligation or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
8. Customer shall indicate on the front side of this Agreement any Product which is unusually safe to that appropriate parts and procedures may be used to maintain such status.
9. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter, if Product cannot in DFW Communications' opinion be properly or economically repaired because of excessive wear, deterioration or unavailability of parts, DFW Communications at its sole option, upon thirty (30) days prior written notice to Customer sent by certified mail, may either: (1) remove such Product from this Agreement, or (2) may increase the price to Service such Product. Customer shall have thirty (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase, DFW Communications shall then have the option to remove such Product from coverage by this Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
10. Clause 10 is removed.
11. **SERVICE STANDARDS.** The Product shall be serviced by DFW Communications in accordance with the following standards: (a) Motorola parts or parts of equal quality shall be used; (b) the Product shall be serviced at levels set forth in Motorola's product manuals; and (c) routine service procedures prescribed from time to time by Motorola for its Product shall be followed.
12. **TIME AND PLACE OF SERVICE.**
13. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify DFW Communications immediately of Product failure, allow DFW Communications full and free access to the Product, and cooperate fully with DFW Communications in DFW Communications' servicing of the Product. Waiver of liability by DFW Communications against Customer or other recurrences shall not be imposed by Customer as a site access requirement, other than Customer's requirement that DFW Communications provide certificates of insurance verifying appropriate coverage prior to servicing Customer's site. Customer shall allow DFW Communications full and free access to the Product. Customer shall allow DFW Communications to use necessary mechanical communications facilities, features and other product, except as normally supplied by DFW Communications at no charge. Mobiles and removable Product shall be delivered by Customer to the DFW Communications Service Center indicated on the front side of this Agreement.
14. **PAYMENT TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement, DFW Communications shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly, and the Customer shall pay the amount of each invoice within ten (10) days of its date to the DFW Communications office designated by DFW Communications. Each invoice shall be due and payable whether or not the Product is operating and DFW Communications may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to DFW Communications. Customer shall reimburse DFW Communications for all property, taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of DFW Communications and State income and franchise taxes of DFW Communications.
15. **RIGHT TO SUBCONTRACT.** DFW Communications shall have the right to subcontract in whole or in part the Service called for by this Agreement. DFW Communications shall notify Customer of the name and address of each subcontractor.
16. **REVISION OF FEES.** Prior to an Anniversary of the "Expiration Date" indicated on the front side of this Agreement, DFW Communications may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least thirty (30) days in advance of that Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to DFW Communications sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
17. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on the front side of this Agreement, this Agreement shall continue for successive additional periods of one year provided that either DFW Communications or Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
18. **INTERRUPTION OF SERVICE.** Customer shall notify DFW Communications in the event of the failure of any Product. If DFW Communications fails to repair the Product within a reasonable time, Customer shall notify the DFW Communications office. After said notice from Customer to DFW Communications, DFW Communications shall be liable for any interruption of interference affecting the use or transmission through the Product maintained to the extent of a pro rate allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of DFW Communications or its subcontractor. DFW Communications does not assume and shall have no liability, under this Agreement for failure to provide or delay in providing service for Product due directly or indirectly to causes beyond the control of DFW Communications, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of DFW Communications subcontractors due to any such causes.
19. **WARRANTY LIMITATIONS, EXCEPT AS SPECIFIED IN THIS AGREEMENT, DFW COMMUNICATIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DFW COMMUNICATIONS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
20. **FCC AND OTHER GOVERNMENT MATTERS.** Although DFW Communications may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other Federal, State or Local governmental agency. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local governmental agency. Neither DFW Communications nor any of its employees is an agent of Customer in FCC or other governmental matters. DFW Communications, however, may assist in preparation of the FCC license application at no charge to Customer.
21. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between the parties, and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements oral and written, heretofore made between DFW Communications and Customer, are merged in this Agreement which shall fully and completely express their agreement.
22. **AMENDMENT.** No modification or addition to this Agreement shall be binding upon DFW Communications unless such modification is in writing and signed by the DFW Communications Division Service Vice President authorized to make such revision and an authorized agent of Customer.
23. **VALIDITY.** If any term or provision of this Agreement shall in any event be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.
24. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.
25. **LAW.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
26. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon DFW Communications without its prior written consent.
27. **WAIVER.** Failure of delay on the part of DFW Communications or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.
28. Clause 28 is removed.



APPENDIX B

Systems Included as part of this On-Site Infrastructure Response (labor-only) Agreement:

- VHF P25 Conventional radio System and Public Works conventional system
- 4.9 GHz Microwave System
- DFW Provided equipment supporting the Maypearl T1 Circuit (not the T1 itself)
- Telex C-Soft Console System
- RF Control Stations at Dispatch and Tower Sites
- Site alarm system

Locations included as part of this On-Site Infrastructure Response Agreement:

Dispatch - Ellis County Sheriff's Office
Joe White tower – Master Site
Bristol Water Tower – Receiver Site
Millford Water Tower – Receiver Site
Maypearl Water Tower – Receiver Site
Ovilla Water Tower – Receiver Site
Region 10 Tower – Receiver Site

SP - On-Site Infrastructure Response - Conventional P25

This agreement provides you with access to 24 x 7 x 365 on-call support, and covers the labor and mobilization for repairs that we perform to get your system restored. It does not provide any parts. Those items, if not covered by a Motorola Infrastructure repair agreement, locally maintained spare, advanced replacement or equipment warranty, would be quoted separately for your approval. Also included in this agreement is a yearly infrastructure preventive maintenance inspection on your dispatch and RF sites.

d.s

501 Duncan Perry Rd
Arlington TX 76011
Phone: (877) 730-4339



QUOTATION
130000079

Bill To:
Ellis County Sheriffs Office
300 Jackson St
Waxahachie, TX 75165

Ship To:
Ellis County Sheriffs Office
300 Jackson St
Waxahachie, TX 75165

Contact: Brady Davidson
Contact #: 972-825-4984
Email: brady.davidson@co.ellis.tx.us

Contact: Brady Davidson
Contact #: 972-825-4984
Email: brady.davidson@co.ellis.tx.us

Date: 10/31/2016		Pricing Valid for 30 Days		Terms: NET 30	
Qty	Item	Description	Unit Price	Extended	
4	F.01U.307.031	C-Soft Migration	595.00	2,380.00	
1	F.01U.307.023	C-Soft Version 7	1,802.00	1,802.00	
1	Labor Programming Charge		660.00	660.00	

Customer Approval: _____

Account Manager: Austin Gardenhire
Phone:
Cell:
Fax:

Subtotal : \$4,842.00
Tax : \$0.00
Total Quote : \$4,842.00

dib

Sales Proposal / Order

1735 W. Crosby Rd. Suite 100

Carrollton, TX 75006

Ph: 214.823.DESK Fax: 214.342.8433

www.orgdesk.com

Page: Page 1 of 1

Order Date: 12/06/16

Required Date: 12/06/16

Customer Number: EL1070

Bill To:

Ship To:

bills

Ellis County
101 W. Main St.
Waxahachie, TX 75165

Ellis County
101 W. Main St.
Jodi 972-825-5117
Waxahachie, TX 75165

Contact Fax: (972) 875-9594

Contact Phone: (972) 825-5333

Confirm To: Jodi Pratt

Order Number:	Customer P.O.	Ship VIA	Salesperson	Terms
0015636		ORG	Bill Schaumburg	Due Upon Receipt

Item No	Production Description	Order Qty	Price	Amount
U-LAT-536	Used 5dr 36" Lateral File Haworth beige	6.00	275.00	1,650.00
/KEYS	Keys 6 sets of key that are keyed alike with 6 key cores that have the same key number			180.00
/ORGDEL	ORG Delivery Mon-Fri 8 to 5			250.00

Credit Card Used:

Delivery subject to change due to vendors. Special orders require a 70% non-refundable deposit and are considered final sales. Used, Close-outs, and Showroom Samples are Final Sales. Upstairs and after hours deliveries subject to upcharge on delivery.

Net Order:	2,080.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	2,080.00
Less Deposit:	0.00

Accepted by: _____ Date: _____

Sales Proposal / Order

1735 W. Crosby Rd. Suite 100

Carrollton, TX 75006

Ph: 214.823.DESK Fax: 214.342.8433

www.orgdesk.com

Page: Page 1 of 1

Order Date: 12/06/16

Required Date: 12/31/99

Customer Number: EL1070

Bill To:

Ship To:

bills

Ellis County
2272 HWY 878
Waxahachie, TX 75165

Ellis County
2272 HWY 878
Jodi 972-825-5117
Waxahachie, TX 75165

Contact Fax: (972) 875-9594

Contact Phone: (972) 825-5333

Confirm To: Jodi Pratt

Order Number:	Customer P.O.	Ship VIA	Salesperson	Terms
0015637		ORG	Bill Schaumburg	Due Upon Receipt

Item No	Production Description	Order Qty	Price	Amount
U-LAT-536	Used 5dr 36" Lateral File	5.00	275.00	1,375.00
	Haworth beige			
/KEYS	Keys			75.00
	5 sets of keys for the above files			
/ORGDEL	ORG Delivery Mon-Fri 8 to 5			225.00

Credit Card Used:

Delivery subject to change due to vendors. Special orders require a 70% non-refundable deposit and are considered final sales. Used, Close-outs, and Showroom Samples are Final Sales. Upstairs and after hours deliveries subject to upcharge on delivery.

Accepted by: _____ Date: _____

Net Order:	1,675.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	1,675.00
Less Deposit:	0.00

KOFILE TECHNOLOGIES

October 19, 2016

Honorable Cindy Polley
Ellis County Clerk
109 S. Jackson Street
Waxahachie, TX 75165

Dear Hon. Cindy Polley,

Per your request, please find our quote for the digitization of Ellis County Clerk's historical Vital Records. Services including imaging, indexing, and microfilming. Please reference TXMAS Contract number TXMAS-13-36010 on your County's purchase order. Prices are good for 90 days. This proposal is presented by Kofile Technologies, Inc. (Kofile).

This project addresses 316 volumes of Vitals, including Death, Marriage, and Birth Records. There are an estimated 155,682 images and 282,296 indexes. Please note that all image and index counts are a Good Faith Estimate.

DO IT RIGHT, DO IT ONCE, DO IT FOREVER

This philosophy is the driving force that places Kofile's digitization projects above all other competitors. Our services are not 'as-is' or 'scan it and forget it' methodologies. Our basis for success is decades of experience, realistic solutions, and professional analysis. Many of our projects involve re-work for collections already imaged or indexed by low-bid vendors.

We guarantee that all of our work is the highest quality and free of distortion or loss of information. Our services differ by addressing materials according to their specific condition and fragility, without blind automatic scanner feeds. Our standard operating procedures are designed and implemented with the input of professional paper conservators.

SCOPE OF SERVICES

All volumes will receive imaging, indexing, and microfilming services unless otherwise noted.

Archival Imaging and Image Processing

Kofile's proprietary software is *IMAGE PERFECT*. This software ensures that the Ellis County Clerk has the optimum image quality. When documents vary in size and density, this custom programming ensures image uniformity. *IMAGE PERFECT* provides proprietary algorithms to achieve the highest image quality. The utilization of algorithms are critical for capturing different densities and quality levels in a records collection.

Kofile maintains 100% integrity and image control with exclusive Image Locking capabilities. The processing procedures will not allow for information from rescanned pages to accidentally cut and paste into the incorrect page. The *IMAGE PERFECT* application software uses custom

6300 CEDAR SPRINGS ROAD
DALLAS, TEXAS 75235
214-351-4800

ONE ALLEN MARTIN DRIVE
ESSEX, VERMONT 05452
800-639-3027

1555 FORREST WAY
CARSON CITY, NEVADA 89706
855-767-8697

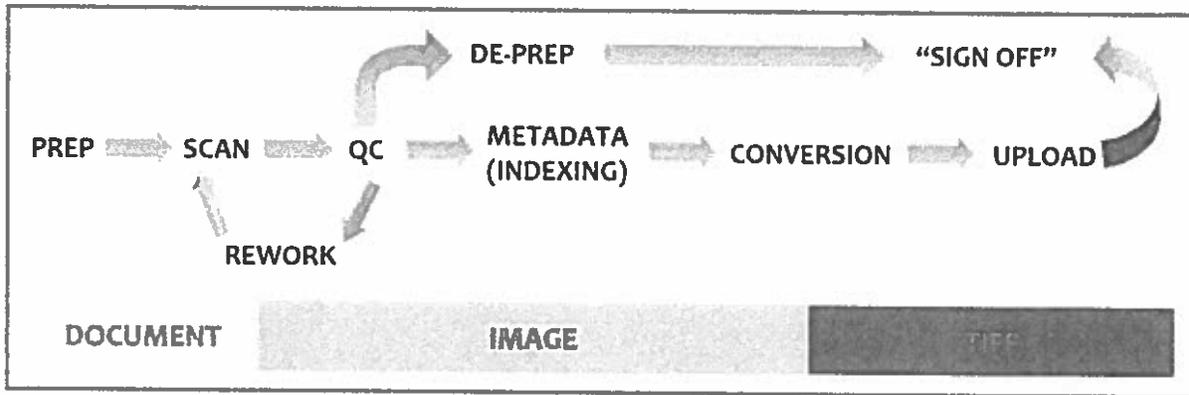
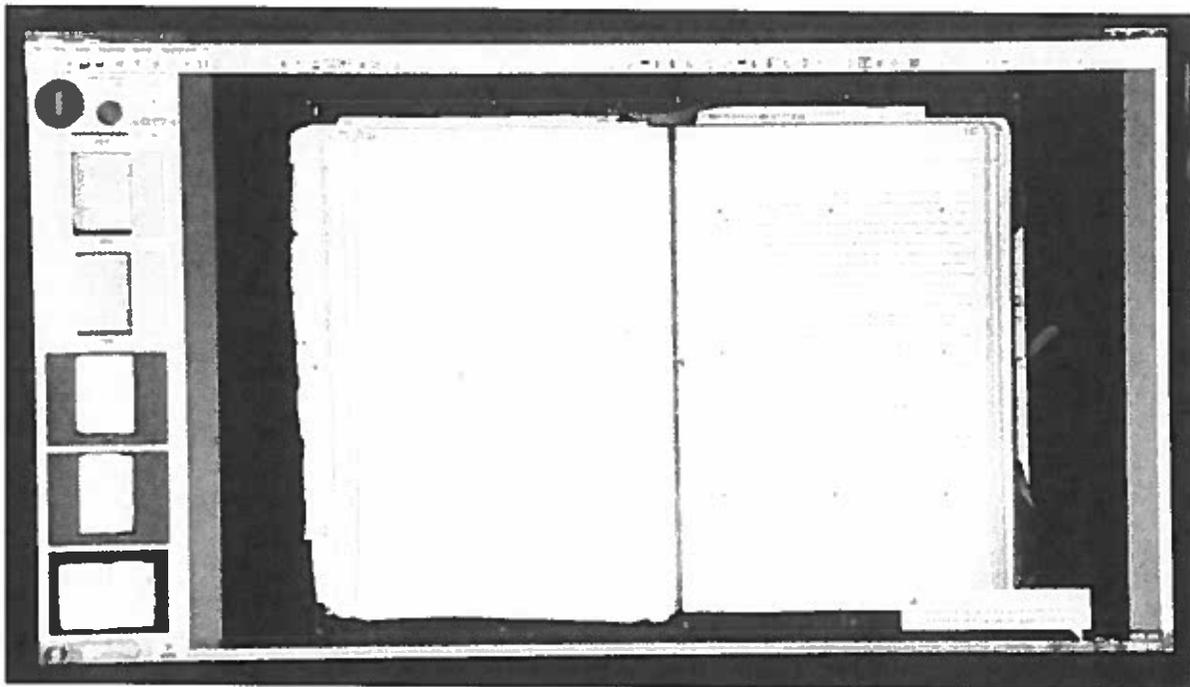


image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.

Annotations are supported to allow Name, Book Type, Volume, and Page to be electronically added on the image.

Quality Targets, see below, measure the digitization physics at the time of capture. The Quality Target is the foundation of Kofile's quality assurance analysis. At a minimum, Kofile measures each image for:

- Target DPI
- Target Tone scale and correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



During the image repair process, custom **IMAGE PERFECT** software allows repair of the currently displayed image without rescanning. This eliminates the need to rescan additional images that could compromise image integrity. Our procedures and software insures the highest possible quality at each step during the image capture/processing process.



Quality Control

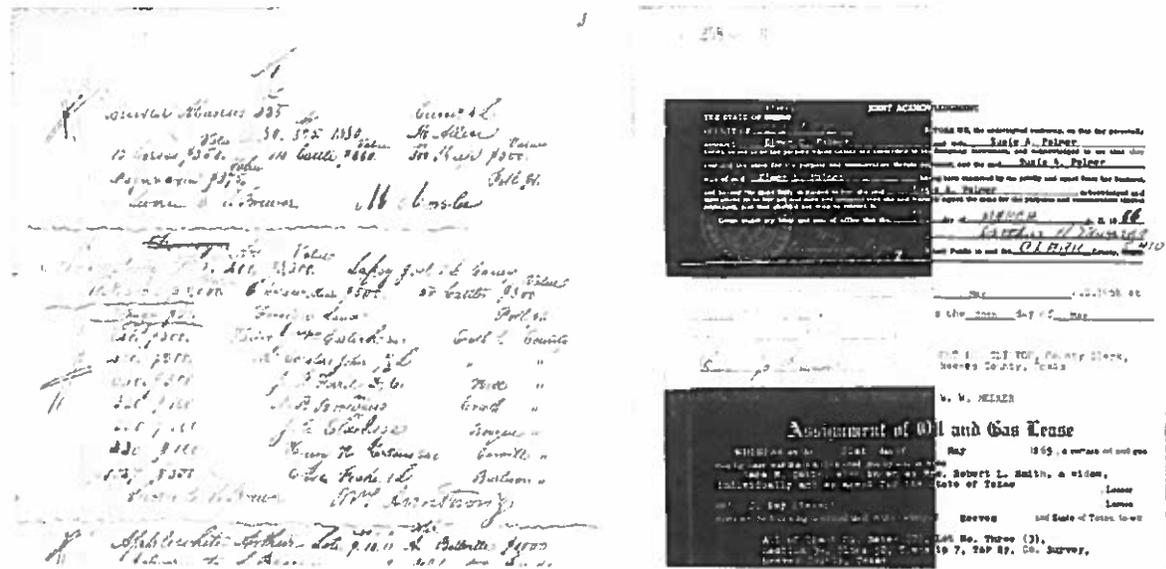
Quality control is a key element in all imaging projects. Kofile verifies effectiveness and minimum legibility through rigorous and systematic quality control. Our quality control process ensures that all images are certified. We do not use random sampling. **Each** image is checked. Kofile provides an image log which notes the steps employed.

Standards and Formatting

Gray-scale scanning ensures optimum resolution. Images are captured at a minimum of 200 dpi at 256 gray levels. This ensures the highest quality for documents with poor contrast and legibility. As a standard process, all images for inclusion will accumulate as Group IV bi-tonal images in a standard TIFF format. Single-page images are stored in .001-Onn (Page Numbers) extensions. For output to imaging systems, the images are optimized and scaled according to the specifications of the target system.

Indexing

Our proprietary indexing software and keying procedures provides proven 99.98% accuracy. Prior to beginning any indexing project, Kofile conducts a comprehensive assessment of the



Examples of before and after image processing at Kofile.

office's indexing specifications. The assessment process includes documenting established methods of indexing specific instruments, clarifying terminology, and determining the standards used for entering names, dates, and other basic information required for indexing. This analysis produces essential information to ensure the metadata's accuracy and integrity.



Full consideration is given to all indexing situations, including cross-indexed documents, differentiation between individual names and corporation names, government departments and agencies, alternate and alias names, the inclusion of abbreviations, titles, and consistency in naming format—including hyphens, numbers, spaces, and suffixes. Taking the additional time for a thorough examination of Ellis County's particular requirements allows for accurate and consistent indexes, guaranteeing quick searches for users.

Data Entry Procedures

Data integrity is essential. Our goal is to provide consistently keyed fields. This will improve document retrieval and build a dependable, searchable database for staff and patrons. Kofile performs key entry at least twice for every field. Following the initial field key entry, the record displays to a second indexing operator. This individual also keys the field (also termed a “blind re-key”). The software compares the entries. If they do not match, the record is sent to a supervisor. This supervisor identifies the problem with the field entry and determines if it is a one-time keying error or a prevailing issue. The supervisor decides if a new keying standard is needed for all operators to follow. The record is then sent to another indexing technician and keyed again. With this methodology, each field is blind-keyed three times.

In our quality control procedures, experienced managers and supervisors internally research and answer questions about any problematic process. If the Ellis County Clerk's Office is required to provide input, Kofile will contact the Ellis County Clerk for a clarification and/or decision. Client involvement demonstrates our pride in building successful professional relationships with our clients.

Document Code and Definition Cleanup

Kofile's Data Entry Manager has identified common problems faced by the majority of counties today. Kofile has identified hundreds of incorrect or redundant document codes and definitions. Incorrect and redundant document codes arise when document codes are duplicated or incorrectly copied during the original conversion to the current indexing system, in the process of converting a partial indexing system to a full service system, or when a single document receives several entries correlated to conflicting document codes or definitions.

There are several problems associated with system that contain too many codes. The main issue

becomes apparent when a user enters a code to query a search. If a document type such as a Deed Record (DR) has been indexed under multiple codes over the years, the user will not locate all of the documents associated with a search. Another problem is when numeric codes and codes with special characters need to be merged into a master code. During upgrades, these excessive codes can create issues by not allowing the new software to locate and consolidate all of the various document types.

Kofile is equipped with the experience and personnel to combat these and other problems. Ellis Wells County will receive an index code and definition cleanup and merge. Kofile will work with the County Clerk to reduce the code set down to an agreed upon manageable number. This consulting service will help eliminate incomplete document searches and help improve system efficiency. Kofile has internal indexing guidelines to assist the Ellis County Clerk's Office.

Microfilm Creation

Kofile will create security back-ups on microfilm. All microfilming procedures are archival quality and produced according to ANSI Standards. Images are scanned with the correct compression, no proprietary headers, and with the proper scaling.

Kofile operates numerous high production/quality roll microfilm scanners: Wicks and Wilson aperture card, nextScan Eclipse™ and nextScan FlexScan™. All software is updated, and the machines are regularly maintained. The systems can align to use image density compensation, which attempts to adjust quality settings for various contrasts, document sizes, and variable densities. The scanners scan any size microform (film or fiche) image (even different sized documents).



LOCATION OF WORK

The work will be completed at the Kofile facility located at 6300 Cedar Springs Road, Dallas, TX 75235—see pictured to the right.

The Kofile facility is F5 Tornado Resistant—our entire national laboratory is contained within a fire resistant brick and concrete building—which contains structural steel support members, fire rated walls, ceiling, and flooring. There are three vault areas protected by secure and fire resistant vault doors. Kofile combines a 24/7 manned on-site security person with electronic surveillance. A state of the art security system protects the entire building. In addition to the Motion Detector Security System, Kofile follows rigorous end of day closing and lock-down inspection protocol.



TECHNOLOGICAL SECURITY MEASURES

The Kofile facility is designed to ensure the safety of Ellis County's data. Employees undergo background checks and extensive interviews prior to employment. Operator terminals are configured to ensure data cannot leave the facility. Any employee assigned to the project is issued a username and password to access images. We work in a secured, directory-based environment. Rights are assigned to individual images as "read only." Only approved employees have the passwords to change image permissions. Therefore, no one can delete or modify images without authorization. All activity of this nature is logged.



The key to loss prevention is to establish positive control over each item. Kofile manages a large number of similar projects and has not lost any media or source files. Inventory control is continuously maintained throughout each step of the conversion process. Our SQL imaging database maintains a complete audit trail throughout each step. Irreplaceable roll film, aperture cards, cartridges, paper files, charts, maps, and microfiche are handled in this manner, without loss.

Kofile has taken safeguards to protect clients from any occurrence of Kofile employee's releasing information through "social engineering" exploits. Kofile has sensitivity policies that are enforced and circulated to classify the sensitivity of data within our possession, however short its stay.

BACK-UPS

Kofile maintains server architectures, which allow redundancy of data operations. Information is captured on local workstations and processed in batches. The batches are stored on centralized servers with RAID 6 arrays. Index servers are also backed up. After indexing, data is batch processed on central servers. These are backed up nightly, and the entire group of information is stored on archive servers. These data sets are moved to tape with multiple copies maintained offsite and within the vault. A backup implementation and rotation schedule can be provided upon request.

PROJECT PRICE QUOTE

PROJECT OVERVIEW			
VOLUME COUNT	PAGE COUNT	INDEX COUNT	PRICE QUOTE
316 Volumes	155,682	282,296	\$607,986.17

This quote is based on TXMAS Contract No. TXMAS-13-36010, Kofile Technologies, Inc. Please note that this pricing is good for 90 days from the date of this quote. Pricing is based on estimated page and document counts. Billing will reflect actual counts.

ELLIS COUNTY CLERK PROJECT PRICE QUOTE						
TXMAS PART NO	WIPR CODE	TXMAS PART NO DESCRIPTION	UNIT PRICE	UNIT OF MEASURE	QTY	PRICE
IMGP001	92030	Image Unbound Positive/Typescript	\$0.48	Page	74,296	\$35,662.08
IMGP003	92030	Image Bound Positive/Typescript	\$0.92	Page	67,870	\$62,440.40
IMGP007	92030	Image Unbound Negative Photostat	\$0.75	Page	13,516	\$10,137.00
IND001	92021	Index Vital Records/Typescript	\$1.37	Document	109,809	\$150,438.33
IND001	92021	Index Vital Records/Manuscript	\$1.98	Document	172,487	\$341,524.26
MMC001	91568	16 MM Archival Microfilm	\$0.05	Image	155,682	\$7,541.80
TOTAL						\$607,986.17

Please see the following pages for the itemized project inventory and pricing per volume.

COUNTY ACCEPTANCE

- Without a signed agreement, prices are good for 90 days. Upon approval, pricing is firm for the first fiscal year.
- Pricing is based on a Good Faith Estimate of page, image, and case counts. Billing will occur on actuals based upon agreed upon pricing; not to exceed the P.O. with written authorization from the County.

Signature of Authorized Official/Title

Date

Due to the Texas Comptroller of Public Accounts' new regulations regarding all State-issued contracts (including TXMAS), the order must be entered online by the County through the TxSmartBuy at <www.txsmartbuy.com/>. Please review the attached document which includes instructions from the CPA outlining the new order process.

ITEMIZED PRICING & INVENTORY

Please see the following for the itemized project inventory and pricing per volume.

KEY	Format		Level of Service
	HB: Hard back (bound)	PH: Negative Photostat	IM: Image
	LL: Loose leaf sheets	CF: CopyFlo	ID: Index
	T: Typescript (typed)	POST: Post binder	MM: Microfilm
	HW: Manuscript (handwritten)	TS: Tape Strips	

ADDED VOLUMES								
RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Birth Record City of Waxahachie	1		840	8,400	HB	HW	IM/ID/MM	\$17,439.59
Death Book (<i>Brown Book</i>)		1959-1966	200	200	POST	HW	IM/ID/MM	\$503.55
Birth and Death Record		1949	150	300	HB	HW	IM/ID/MM	\$674.62
Informal Marriage (<i>Taupe Canvas Book</i>)			150	150	HB	HW	IM/ID/MM	\$377.66
City of Italy Birth/Death		1958-1964	150	525	HB	HW	IM/ID/MM	\$1,184.01
City of Italy Birth		Feb. 8-20, 1964	100	100	HB	HW	IM/ID/MM	\$294.42
Death Italy		1964-1986	350	350	HB	HW	IM/ID/MM	\$1,030.46

INDEX TO BIRTHS—ELLIS COUNTY								
RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Index to Birth Records, Ellis County	1-7		206		HB	HW	IM	\$188.22

GENERAL INDEX TO BIRTHS								
RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
General Index to Births	A-B	1903-n/a	450		LL		IM	\$219.29
General Index to Births	C-D		450		LL		IM	\$219.29
General Index to Births	E-G		450		LL		IM	\$219.29
General Index to Births	H-K		450		LL		IM	\$219.29
General Index to Births	L-M		450		LL		IM	\$219.29
General Index to Births	N-R		450		LL		IM	\$219.29
General Index to Births	S		450		LL		IM	\$219.29
General Index to Births	T-Z		450		LL		IM	\$219.29

BIRTHS—ELLIS COUNTY

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Birth Record Ellis County	1	500	2,250	HB	HW	IM/ID/MM	\$4,936.55
Birth Record Ellis County	2	500	2,250	HB	HW	IM/ID/MM	\$4,936.55
Birth Record Ellis County	3	460	2,300	HB	HW	IM/ID/MM	\$4,996.95
Birth Record Ellis County	4	460	2,300	HB	HW	IM/ID/MM	\$4,996.95
Birth Record Ellis County	5	460	2,400	HB	HW	IM/ID/MM	\$5,194.92
Birth Record Ellis County	6	260	1,270	HB	HW	IM/ID/MM	\$2,764.97
Birth Record Ellis County	7	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	8	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	9	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	10	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	10A	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	11	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	12	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	13	680	1,360	HB	HW	IM/ID/MM	\$3,348.22
Birth Record Ellis County	14	680	1,360	LL	HW	IM/ID/MM	\$3,058.27
Birth Record Ellis County	15	640	1,280	LL	HW	IM/ID/MM	\$2,878.37
Birth Record Ellis County	16	640	1,280	LL	T	IM/ID/MM	\$2,098.68
Birth Record Ellis County	17	640	1,280	LL	T	IM/ID/MM	\$2,098.68
Birth Record Ellis County	18	640	1,280	PH	T	IM/ID/MM	\$2,274.11
Birth Record Ellis County	19	540	810	PH	T	IM/ID/MM	\$1,548.73
Birth Record Ellis County	20	640	960	PH	T	IM/ID/MM	\$1,835.53
Birth Record Ellis County	21	640	960	PH	T	IM/ID/MM	\$1,835.53
Birth Record Ellis County	22	640	960	PH	T	IM/ID/MM	\$1,835.53
Birth Record Ellis County	23	680	1,020	PH	T	IM/ID/MM	\$1,950.25
Birth Record Ellis County	25	628	942	PH	T	IM/ID/MM	\$1,801.12
Birth Record Ellis County	26	806	1,209	PH	T	IM/ID/MM	\$2,311.62
Birth Record Ellis County	27	1,016	1,016	CF	T	IM/ID/MM	\$1,939.17
Birth Record Ellis County	28	1,038	1,038	CF	T	IM/ID/MM	\$1,981.16
Birth Record Ellis County	29	1,046	1,046	CF	T	IM/ID/MM	\$1,996.43
Birth Record Ellis County	30	1,010	1,010	CF	T	IM/ID/MM	\$1,927.71
Birth Record Ellis County	31	348	348	CF	T	IM/ID/MM	\$664.20

KOFILE TECHNOLOGIES

BIRTHS—CITY OF WAXAHACHIE

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Birth Records City of Waxahachie	1	500	2,250	HB	HW	IM/ID/MM	\$4,936.55
Birth Records City of Waxahachie	2	430	860	HB	HW	IM/ID/MM	\$2,117.26
Birth Records City of Waxahachie	3	400	800	LL	HW/TS	IM/ID/MM	\$1,798.98
Birth Records City of Waxahachie	4	400	800	HB	HW	IM/ID/MM	\$1,969.54
Birth Records City of Waxahachie	5	350	700	HB	HW	IM/ID/MM	\$1,723.35
Birth Records City of Waxahachie	6	370	740	HB	HW	IM/ID/MM	\$1,821.83
Birth Records City of Waxahachie	7	370	740	HB	HW	IM/ID/MM	\$1,821.83
Birth Records City of Waxahachie	8	365	730	HB	HW	IM/ID/MM	\$1,797.21
Birth Records City of Waxahachie	9	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	10	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	11	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	12	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	13	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	14	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	15	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	16	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	17	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	18	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	19	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	20	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	21	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	22	360	720	HB	HW	IM/ID/MM	\$1,772.59
Birth Records City of Waxahachie	23	360	720	HB	HW	IM/ID/MM	\$1,772.59

DELAYED BIRTHS—ELLIS COUNTY

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Delayed Births Ellis County	46	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	47	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	48	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	49	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	50	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	51	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	52	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	53	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	54	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	55	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	56	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	57	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	58	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	59	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	60	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	61	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	62	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	63	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	64	640	640	LL	T	IM/ID/MM	\$1,221.52
Delayed Births Ellis County	65	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	66	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	67	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	68	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	69	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	70	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	71	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	72	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	73	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	74	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	75	640	960	LL	T	IM/ID/MM	\$1,660.10

DELAYED BIRTHS—ELLIS COUNTY, cont'd

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Delayed Births Ellis County	76	640	960	LL	T	IM/ID/MM	\$1,660.10
Delayed Births Ellis County	77	500	750	PH	T	IM/ID/MM	\$1,434.01
Delayed Births Ellis County	78	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	79	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	80	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	81	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	82	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	83	550	825	PH	T	IM/ID/MM	\$1,577.41
Delayed Births Ellis County	84	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	85	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	86	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	87	600	900	PH	T	IM/ID/MM	\$1,720.81
Delayed Births Ellis County	88	620	930	PH	T	IM/ID/MM	\$1,778.17
Delayed Births Ellis County	89	660	990	PH	T	IM/ID/MM	\$1,892.89
Delayed Births Ellis County	90	572	858	PH	T	IM/ID/MM	\$1,640.51
Delayed Births Ellis County	91	1,118	1,118	CF	T	IM/ID/MM	\$2,133.85
Delayed Births Ellis County	92	1,014	1,014	CF	T	IM/ID/MM	\$1,935.35
Delayed Births Ellis County	93	744	744	CF	T	IM/ID/MM	\$1,420.02
Delayed Births Ellis County	94	100	100	CF	T	IM/ID/MM	\$190.86

BIRTHS—CITY OF ENNIS							
RECORDS SERIES TITLE	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Births City of Ennis	1960-1961	600	600	POST	T	IM/ID/MM	\$1,145.18
Births City of Ennis	1962-1963	550	550	POST	T	IM/ID/MM	\$1,049.75
Births City of Ennis	1964-1965	550	550	POST	T	IM/ID/MM	\$1,049.75
Births City of Ennis	1966-1967	550	550	POST	T	IM/ID/MM	\$1,049.75
Births City of Ennis	1968-1969	600	600	POST	T	IM/ID/MM	\$1,145.18
Births City of Ennis	1970-1971	600	600	POST	T	IM/ID/MM	\$1,145.18
Births City of Ennis	1972-1973	475	475	POST	T	IM/ID/MM	\$906.60
Births City of Ennis	1974-1975	400	400	POST	T	IM/ID/MM	\$763.45
Births City of Ennis	1976-1977	400	400	POST	T	IM/ID/MM	\$763.45
Births City of Ennis	1978-1979	400	400	POST	T	IM/ID/MM	\$763.45
Births City of Ennis	1980-1981	400	400	POST	T	IM/ID/MM	\$763.45
Births City of Ennis	1982-1983	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Ennis	1984-1985	600	600	POST	T	IM/ID/MM	\$1,145.18
Births City of Ennis	1986-1987	400	400	POST	T	IM/ID/MM	\$763.45
Births City of Ennis	1988-1989	400	400	POST	T	IM/ID/MM	\$763.45
Births City of Ennis	1990-1992	350	350	POST	T	IM/ID/MM	\$668.02
Births City of Ennis	1993	300	300	POST	T	IM/ID/MM	\$572.59
Births City of Ennis	1994-1995	600	600	POST	T	IM/ID/MM	\$1,145.18

RECORD OF BIRTH							
RECORDS SERIES TITLE	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Record of Birth City of Ennis	1959-1974	100	100	POST	T	IM/ID/MM	\$190.86
Record of Birth	1974-1989	50	50	POST	T	IM/ID/MM	\$95.43

BIRTHS—CITY OF WAXAHACHIE

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Births City of Waxahachie	23/24	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	25	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	26	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	27	356	356	POST	T	IM/ID/MM	\$679.47
Births City of Waxahachie	28	356	356	POST	T	IM/ID/MM	\$679.47
Births City of Waxahachie	29	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	30	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	31	450	450	POST	T	IM/ID/MM	\$858.88
Births City of Waxahachie	32	450	450	POST	T	IM/ID/MM	\$858.88
Births City of Waxahachie	33	475	475	POST	T	IM/ID/MM	\$906.60
Births City of Waxahachie	34	475	475	POST	T	IM/ID/MM	\$906.60
Births City of Waxahachie	35	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	36	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	37	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	38	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	39	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	40	500	500	POST	T	IM/ID/MM	\$954.31
Births City of Waxahachie	41	500	500	POST	T	IM/ID/MM	\$954.31

BIRTHS/DEATHS—CITY OF ENNIS

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Index to Birth/Deaths (Ennis) Ellis County	1	550	16,500	HB	T/TS/ Oversized	IM/ID/MM	\$23,053.44
Birth/Death Record City of Ennis	2	580	1160	HB	HW	IM/ID/MM	\$2,855.84
Birth/Death Record City of Ennis	3	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	4	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	5	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	6	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	7	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	8	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	9	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	10	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	11	640	1280	HB	HW	IM/ID/MM	\$3,151.27
Birth/Death Record City of Ennis	12	640	1280	LL	T	IM/ID/MM	\$2,209.14

BIRTHS/DEATHS—PRECINCTS

RECORDS SERIES TITLE	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
PCT 1 Birth/Death Record	1942-1947	225	450	HB	HW	IM/ID/MM	\$1,107.87
PCT 1 Birth/Death Record	1947-1951	225	450	HB	HW	IM/ID/MM	\$1,107.87
PCT 1 Birth/Death Record	1951-1956	250	500	HB	HW	IM/ID/MM	\$1,230.96
PCT 1 Death Record	1958-1978	600	600	HB	HW	IM/ID/MM	\$1,766.50
PCT 1 Birth/Death Record	1979-1987	125	125	HB	HW	IM/ID/MM	\$368.02
PCT 3 Birth/Death Record	1929-1933	600	1,200	HB	HW	IM/ID/MM	\$2,954.31
PCT 3 Birth/Death Record	1934-1935	300	600	HB	HW	IM/ID/MM	\$1,477.16
PCT 3 Birth/Death Record	1955-1958	300	600	HB	HW	IM/ID/MM	\$1,477.16
PCT 3 Birth/Death Record	1950	250	500	HB	HW	IM/ID/MM	\$1,230.96
PCT 3 Birth/Death Record	1940-1948	550	1,100	HB	HW	IM/ID/MM	\$2,708.12
PCT 3 Birth/Death Record	1951-1954	570	1,140	HB	HW	IM/ID/MM	\$2,806.60
PCT 4 Birth/Death Record	1940-1996	250	500	HB	HW	IM/ID/MM	\$1,230.96
PCT 4 Birth/Death Record	1952-1973	125	250	HB	HW	IM/ID/MM	\$615.48
PCT 4 Birth/Death Record	1989-1996	300	300	HB	HW	IM/ID/MM	\$883.25
PCT 4 Birth/Death Record (Death)	1973	150	300	HB	HW	IM/ID/MM	\$738.58
PCT 8 Birth/Death Record	1958-1964	300	600	HB	HW	IM/ID/MM	\$1,477.16
PCT 8 Birth/Death Record	1917-1928	200	3,000	HB	T	IM/ID/MM	\$4,304.57
PCT 8 Birth/Death Record	1928-1931	350	700	HB	HW	IM/ID/MM	\$1,723.35
PCT 8 Birth/Death Record	1931-1933	250	500	HB	T	IM/ID/MM	\$926.40
PCT 8 Birth/Death Record	1933-1936	150	300	HB	HW	IM/ID/MM	\$674.62
PCT 8 Birth/Death Record	1936-1941	300	600	HB	HW	IM/ID/MM	\$1,349.24
PCT 8 Birth/Death Record	1941-1944	100	200	HB	HW	IM/ID/MM	\$449.75
PCT 8 Birth/Death Record	1954-1955	100	200	HB	HW	IM/ID/MM	\$449.75
PCT 8 Birth/Death Record	1944-1947	200	400	HB	HW	IM/ID/MM	\$899.49
PCT 8 Birth/Death Record	1947-1954	200	400	HB	HW	IM/ID/MM	\$899.49
PCT 8 Birth/Death Record	1955-1958	200	106	HB	HW	IM/ID/MM	\$317.46

INDEX TO DEATHS—ELLIS COUNTY

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Index to Death Records, Ellis County	1-5	140		HB	HW	IM	\$127.92

DEATHS—ELLIS COUNTY

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Death Record Ellis County	1	450	2,250	HB	HW	IM/ID/MM	\$4,888.32
Death Record Ellis County	2	480	2,400	HB	HW	IM/ID/MM	\$5,214.21
Death Record Ellis County	2A	592	1,184	HB	HW	IM/ID/MM	\$2,914.92
Death Record Ellis County	3	408	816	HB	HW	IM/ID/MM	\$2,008.93
Death Record Ellis County	4	630	1,260	HB	HW	IM/ID/MM	\$3,102.03
Death Record Ellis County	5	642	1,284	HB	HW	IM/ID/MM	\$3,161.12
Death Record Ellis County	6	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Death Record Ellis County	7	660	1,320	HB	HW	IM/ID/MM	\$3,249.74
Death Record Ellis County (Delayed)	8	586	1,172	LL	HW	IM/ID/MM	\$2,635.51
Death Record Ellis County	9	650	1,300	LL	HW	IM/ID/MM	\$2,923.35
Death Record Ellis County	10	632	1,264	LL	HW	IM/ID/MM	\$2,842.39
Death Record Ellis County	11	650	1,300	LL	HW	IM/ID/MM	\$2,923.35
Death Record Ellis County	12	670	1340	LL	HW	IM/ID/MM	\$3,013.30
Death Record Ellis County	13	582	1,164	CF	T	IM/ID/MM	\$1,908.49
Death Record Ellis County	14	1,024	1,536	LL	T	IM/ID/MM	\$2,656.16
Death Record Ellis County	15	1,052	1,052	LL	T	IM/ID/MM	\$2,007.88
Death Record Ellis County	16	1,052	1,052	LL	T	IM/ID/MM	\$2,007.88
Death Record Ellis County	17	400	400	LL	T	IM/ID/MM	\$763.45
Death Record Ellis County	18 & 19	400	400	LL	T	IM/ID/MM	\$763.45

DEATHS, MISC.

RECORDS SERIES TITLE	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Death Italy	1967-1986	527	527	POST	HW	IM/ID/MM	\$1,326.86
Death Record	1992-1994	450	450	FILE FOLDER	HW	IM/ID/MM	\$1,132.99
Death Record	1959-66	200	200	POST	HW	IM/ID/MM	\$503.55

FETAL DEATHS—CITY OF WAXAHACHIE

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Fetal Death Record (City of Wax.)	1	20	20	HB	T	IM/ID/MM	\$38.17

DEATHS—CITY OF WAXAHACHIE

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Death Record City of Waxahachie	12	400	400	POST	T	IM/ID/MM	\$763.45
Death Record City of Waxahachie	13	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	14	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	15	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	16	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	17	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	18	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	19	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	20	400	400	POST	T	IM/ID/MM	\$763.45
Death Record City of Waxahachie	21	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Waxahachie	22	500	500	POST	T	IM/ID/MM	\$954.31
Death Record City of Waxahachie	23	450	450	POST	T	IM/ID/MM	\$858.88
Death Record City of Waxahachie	24	450	450	POST	T	IM/ID/MM	\$858.88
Death Record City of Waxahachie	25	500	500	POST	T	IM/ID/MM	\$954.31
Death Record City of Waxahachie	26	400	400	POST	T	IM/ID/MM	\$763.45

DEATHS—CITY OF ENNIS

RECORDS SERIES TITLE	DATE	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Death Record City of Ennis	1960-1962	400	400	POST	T	IM/ID/MM	\$763.45
Death Record City of Ennis	1963-1965	500	500	POST	T	IM/ID/MM	\$954.31
Death Record City of Ennis	1966-1969	550	550	POST	T	IM/ID/MM	\$1,049.75
Death Record City of Ennis	1970-1972	400	400	POST	T	IM/ID/MM	\$763.45
Death Record City of Ennis	1973-1975	450	450	POST	T	IM/ID/MM	\$858.88
Death Record City of Ennis	1976-1978	425	425	POST	T	IM/ID/MM	\$811.17
Death Record City of Ennis	1979-1981	450	450	POST	T	IM/ID/MM	\$858.88
Death Record City of Ennis	1982-1983	350	350	POST	T	IM/ID/MM	\$668.02
Death Record City of Ennis	1984-1986	500	500	POST	T	IM/ID/MM	\$954.31
Death Record City of Ennis	1987-1988	350	350	POST	T	IM/ID/MM	\$668.02
Death Record City of Ennis	1989	250	250	POST	T	IM/ID/MM	\$477.16
Death Record City of Ennis	1990-1991	300	300	POST	T	IM/ID/MM	\$572.59
Death Record City of Ennis	1992-1993	325	325	POST	T	IM/ID/MM	\$620.30
Death Record City of Ennis	1994-1996	500	500	POST	T	IM/ID/MM	\$954.31

INDEX TO MARRIAGES						
RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Index to Marriages	A-R	1850	450	LL	IM	\$219.29
Index to Marriages	S-Z	1850	450	LL	IM	\$219.29

MARRIAGES—ELLIS COUNTY							
RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Marriage Record Ellis County	A-1	180	180	HB	HW	IM/ID/MM	\$529.95
Marriage Record Ellis County	A-2	230	230	HB	HW	IM/ID/MM	\$677.16
Marriage Record Ellis County	B	475	950	HB	HW	IM/ID/MM	\$2,338.83
Marriage Record Ellis County	C	450	900	HB	HW	IM/ID/MM	\$2,215.74
Marriage Record Ellis County	D	590	1,180	HB	HW	IM/ID/MM	\$2,905.07
Marriage Record Ellis County	E	600	1,200	HB	HW	IM/ID/MM	\$2,954.31
Marriage Record Ellis County	F	600	1,200	HB	HW	IM/ID/MM	\$2,954.31
Marriage Record Ellis County	G	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	H	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	I	574	1,148	HB	HW	IM/ID/MM	\$2,826.29
Marriage Record Ellis County	J	650	1,300	HB	HW	IM/ID/MM	\$3,200.51
Marriage Record Ellis County	K	646	1,292	HB	HW	IM/ID/MM	\$3,180.81
Marriage Record Ellis County	L	580	1,160	HB	HW	IM/ID/MM	\$2,855.84
Marriage Record Ellis County	M	600	1,200	HB	HW	IM/ID/MM	\$2,954.31
Marriage Record Ellis County	N	582	1,164	HB	HW	IM/ID/MM	\$2,865.68
Marriage Record Ellis County	O	520	1,040	HB	HW	IM/ID/MM	\$2,560.41
Marriage Record Ellis County	P	580	1,160	HB	HW	IM/ID/MM	\$2,855.84
Marriage Record Ellis County	Q	580	1,160	HB	HW	IM/ID/MM	\$2,855.84
Marriage Record Ellis County	R	638	1,276	HB	HW	IM/ID/MM	\$3,141.42
Marriage Record Ellis County	S	638	1,276	HB	HW	IM/ID/MM	\$3,141.42
Marriage Record Ellis County	T	638	1,276	HB	HW	IM/ID/MM	\$3,141.42
Marriage Record Ellis County	U	644	1,288	HB	HW	IM/ID/MM	\$3,170.96
Marriage Record Ellis County	V	542	1,084	HB	HW	IM/ID/MM	\$2,668.73
Marriage Record Ellis County	W	580	1,160	HB	HW	IM/ID/MM	\$2,855.84
Marriage Record Ellis County	X	600	1,200	HB	HW	IM/ID/MM	\$2,954.31
Marriage Record Ellis County	Y	600	1,200	HB	HW	IM/ID/MM	\$2,954.31
Marriage Record Ellis County	Z	640	1,280	HB	HW	IM/ID/MM	\$3,151.27

KOFI FILE TECHNOLOGIES

MARRIAGES—ELLIS COUNTY, cont'd.

RECORDS SERIES TITLE	VOLUME	PAGE COUNT	INDEX COUNT	BINDING	FORMAT	LEVEL OF SERVICE	PRICE QUOTE
Marriage Record Ellis County	27	670	1,340	HB	HW	IM/ID/MM	\$3,298.98
Marriage Record Ellis County	28	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	29	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	30	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	31	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	32	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	33	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	34	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	35	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	36	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	37	640	1,280	HB	HW	IM/ID/MM	\$3,151.27
Marriage Record Ellis County	38	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	39	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	40	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	41	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	42	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	43	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	44	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	45	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	46	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	47	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	48	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	49	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	50	700	2,100	HB	HW	IM/ID/MM	\$4,832.49
Marriage Record Ellis County	51	700	2,100	HB	HW	IM/ID/MM	\$4,832.49

Please do not hesitate to contact me with any questions.

Sincerely,

Miriam Gray
 Miriam Gray
 Account Manager

sgr/cec

KOFILE TECHNOLOGIES

2.9



Bid Proposal # G-2015-001

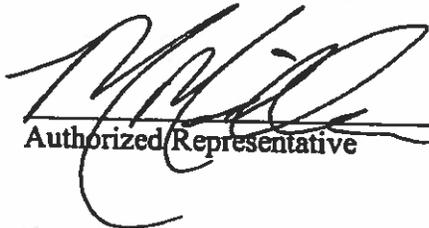
**Annual Contract for Janitorial Supplies for Ellis County will be expiring on
December 31, 2016**

This bid contained an option for renewal if you agree to the original terms and pricing.

If you agree to this renewal option, please sign this form and fax back to 972-825-5119 or email to Jodi.Platt@co.ellis.tx.us.

If you have any questions, please feel free to contact Jodi Platt at 972-825-5117.

Ennis Janitorial Supply


Authorized Representative

Date 12/9/16

2.10



Bid Proposal # RB-2016-007

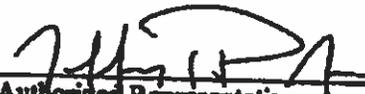
**Contract for Limestone Chip Seal, Type D, Grades 3, 4, 5, and Fine D Rock
will be expiring on December 31, 2016**

This bid contained an option for renewal if you agree to the original terms and pricing.

If you agree to this renewal option, please sign this form and fax back to 972-825-5119 or email to Jodi.Platt@co.ellis.tx.us.

If you have any questions, please feel free to contact Jodi Platt at 972-825-5117.

Vulcan Materials

 Date 12/9/16
Authorized Representative



Asphalt Materials

DEC 1:10PM

2.11

November 28, 2016

Ellis County
101 W. Main St Ste 203
Waxahachie, TX 75165
Attention: Jodi Platt

RE: RFP-2016-003

Dear Ms. Platt,

This letter will serve as our 30 day notice that Heartland will be unable to ship products to Ellis County after December 31, 2016 due to our inability to renew our terminal leases in Texas.

If you have any questions, please feel free to contact me at 870-565-5905, or by email at mhunt@heartlandasphaltmaterials.com

Sincerely,

Matt Hunt
Heartland Asphalt Materials
Account Manager
Phone - (870)565-5905
mhunt@heartlandasphaltmaterials.com

860 Airport Freeway Ste 400 Hurst, TX 76054

Ph: 817-788-9700 Fax: 817-788-9705 www.heartlandasphaltmaterials.com

Compensatory Time Analysis 10-23-2016 through 11-5-2016

Department	Employee	Amount	Reason	Anticipated	Alt Considered
10	Sheriff Cook, James R	9	Law Enforcement Purposes	No	Yes
10	Sheriff Finn, Edwin M	7.5	Law Enforcement Purposes	No	No
10	Sheriff Fitzgerald, Joseph M	6	Law Enforcement Purposes	No	Yes
10	Sheriff Leebetter, James A	2.25	Law Enforcement Purposes	No	No
10	Sheriff McLintosh, Brian A	4.5	Law Enforcement Purposes	No	No
10	Sheriff Stanley, Carl A	3	Law Enforcement Purposes	No	Yes
15	Jail Athlano JR, Jeremie J	1	Time Change	Yes	No
15	Jail Brock JR, Angelo E	1.5	Time Change	Yes	No
15	Jail Byrd, Joshua R	1	Relieved for next shift visitation	No	Yes
15	Jail Chandler, Christopher S	6	Staff shortage	No	Yes
15	Jail Farris, Eric D	6	Staff shortage	No	Yes
15	Jail Gaggans, Michael W	1.5	Staff shortage	No	Yes
15	Jail Hammonds, James R	6	Time Change	Yes	No
15	Jail Hammonds, Wendy L	5.5			
15	Jail Huff, Joshua K	13.5	Staff shortage	Yes	Yes
15	Jail Jacinto, Daniel	1	Time Change	Yes	No
15	Jail Land, Jami M	3	Inmate in hospital	No	Yes
15	Jail Leahy, John W	1	Time Change	Yes	No
15	Jail Morris, Bradley L	1.5	Time Change	Yes	No
15	Jail Piltow, Bryan D	1.5	Time Change	Yes	No
15	Jail Potenza, Michael D	1	Time Change	Yes	No
15	Jail Pruitt, Jude J	1.5	Time Change	Yes	No
15	Jail Uresti, Joshua L	1.5	Time Change	Yes	No
15	Jail Vick, Timothy B	3	Time Change	Yes	No
15	Jail Zapata, Samuel	1.5	Time Change	Yes	No
30	Auditor Spurlock, Devonda R	1.5			
210	Elections Rios, Felisa	169.125			
210	Elections Wallace, Charlotte E	37.875			
210	Elections Woodruff, Gregory E	24			
360	DA Anglen, Barbara A	2.75		No	No
360	DA Mejia, Bernadine	1.125	working on 7 protective orders	No	No
360	DA Page, Carol S	2.25	deadline for cases	No	No
360	DA Turner, Michael L	1.5	locate witnesses & serve subpoenas	No	No
370	DA Rodriguez, Ana E	0.75			
400	Tax Collector Hartley, Lauri A	1.75	Payroll, Dunbar		
420	Juvenile Treasurer Garcia, Lucy D	1.125		Yes	Yes
420	Juvenile Smith, Chelsea A	3.375	Court; after hours home visits	Yes	Yes
420	Juvenile Turner, Yolanda S	5.25	Court; alter hours home visits; transport juvenile	Yes	Yes
421	Juvenile Massey, Donald R	0.75	Court; Transport juvenile	Yes	Yes
5703	RB 3 Kowalsky, Troy A	3		Yes	Yes
5703	RB 3 Morgan, Christopher L	1		Yes	Yes
	CSCD	161.625			
		509.5			

Summary 10-25-2015 through 11-7-2015				Summary 10-23-2016 through 11-5-2016			
Dept	# of Emp	Total Hrs	Dept	# of Emp	Total	FYTD Hrs Bal	FYTD \$ Value
10 Sheriff	13	124,0000	10 Sheriff	6	32,250	662,750	\$ 15,561.36
15 Jail	18	170,5000	15 Jail	19	58,500	182,995	\$ 3,524.43
20 Maintenance			20 Maintenance			3,000	\$ 41.57
30 Auditor	2	8,2500	30 Auditor	1	1,500	1,875	\$ 43.20
35 IT			35 IT			1,500	\$ 37.88
50 County Ext			50 County Ext			0,000	\$ -
60 Development			60 Development			0,000	\$ -
70 Veterans Ofc			70 Veterans Ofc			0,000	\$ -
80 County Comm			80 County Comm			0,000	\$ -
110 Indigent Health			110 Indigent Health			0,000	\$ -
120 Communications			120 Communications			0,000	\$ -
180 Dist Judge 40th	1	15,000	180 Dist Judge 40th			56,500	\$ 1,506.09
190 Dist Judge 378th	1	6,7500	190 Dist Judge 378th			10,250	\$ 350.23
200 Dist Judge 443rd			200 Dist Judge 443rd			6,000	\$ 205.01
210 Elections	1	51,7500	210 Elections	3	231,000	709,875	\$ 14,090.61
230 Purchasing			230 Purchasing			0,000	\$ -
310 Dist Clerk			310 Dist Clerk			0,000	\$ -
320 County Clerk			320 County Clerk			0,000	\$ -
340 Hwy Patrol			340 Highway Patrol			0,125	\$ 2.33
360 DA	8	39,1250	360 DA	4	7,625	267,375	\$ 6,122.70
370 Tax Collector			370 Tax Collector			15,000	\$ 248.43
375 Engineering	4	12,500	375 Engineering	1	0,750	0,000	\$ -
380 Co Ct Law #1			380 Co Ct Law #1			0,000	\$ -
385 Co Ct Law #2			385 Co Ct Law #2			0,000	\$ -
390 County Judge			390 County Judge			0,000	\$ -
400 Treasurer			400 Treasurer	1	1,750	6,750	\$ 149.97
420 Juvenile Prob	1	15,000	420 Juvenile Prob	3	9,750	69,875	\$ 1,438.42
421 Juvenile Hold			421 Juvenile Hold	1	0,750	10,750	\$ 164.49
425 Human Resc			425 Human Resc			5,875	\$ 100.39
430 Emerg Mgmt			430 Emerg Mgmt			2,625	\$ 46.69
450 Fire Marshall			450 Fire Marshall			129,500	\$ 3,815.50
510 JP #1			510 JP #1			0,000	\$ -
520 JP #2			520 JP #2			0,000	\$ -
530 JP #3			530 JP #3			0,000	\$ -
540 JP #4			540 JP #4			0,000	\$ -
611 Constable #1			611 Constable #1			0,000	\$ -
612 Constable #2			612 Constable #2			2,500	\$ 59.30
613 Constable #3			613 Constable #3			0,000	\$ -
614 Constable #4			614 Constable #4			0,000	\$ -
900 Law Library			900 Law Library			0,000	\$ -
3601 R&B #1	3	31,1250	3601 R&B #1			173,375	\$ 3,222.58
4652 R&B #2	3	27,2500	4652 R&B #2			20,500	\$ 458.60
5703 R&B #3	5	44,2500	5703 R&B #3	2	4,000	169,555	\$ 2,995.57
6754 R&B #4	4	40,7500	6754 R&B #4			32,625	\$ 607.50
Total	64	548,0000	TOTAL	41	347,875	2541,175	54792,850

EE's with Comp Time Balance 40 hours or more

Name	Dept	Balance - Hours	Liability
Bricker, Nancy	Sheriff	48,000.00 \$	1,029.23
Murray, Debra	Sheriff	92,750.00 \$	1,716.77
Sherpend, Jeffrey	Sheriff	80,750.00 \$	1,494.65
Tay, Donna M	Dist Judge 40h	40,000.00 \$	942.31
Russ, Elnora	Elections	229,875.00 \$	3,928.22
Wallace, Charolde E	Elections	240,000.00 \$	4,101.24
Woodruff, Gregory E	Elections	240,000.00 \$	6,061.15
Alwardt, Robert M	DA	46,625.00 \$	1,189.05
Black, Loretta	DA	52,375.00 \$	1,335.69
Turner, Michael L	DA	51,000.00 \$	1,300.62
Bricker, Tim	Fire Marshall	78,250.00 \$	2,712.42
Bulter, Ronney	R&B #1	161,250.00 \$	3,015.25
Kowalsky, Troy A	R&B #3	40,250.00 \$	735.79
Totals		1401,125 \$	29,562.39

Balance over 100 hours
 Balance 30,99,999

CSCD

# of Emp	Total	Overall Balance	Total Value
8-Oct	6	43,500	1117.78 \$
28-Oct	10	85,125	1130.405 \$
10-Nov	16	161,525	2213.03 \$
			27,013.32

Compensatory Time Analysis 11-06-2016 through 11-19-2016

Department	Employee	Amount	Reason	Anticipated	Alt Considered
10	Sheriff	1.5			
10	Sheriff	2.5	Law enforcement purposes	No	Yes
10	Sheriff	1.5	Law enforcement purposes	No	Yes
10	Sheriff	5.5	Law enforcement purposes	No	Yes
10	Sheriff	1	Law enforcement purposes	No	Yes
10	Sheriff	6	Law enforcement purposes	Yes	Yes
15	Jail	3			
15	Jail	14	Staff shortage	No	Yes
15	Jail	18	Staff shortage	No	Yes
15	Jail	0.75			
15	Jail	4	Staff shortage	No	Yes
15	Jail	3	Staff shortage	No	Yes
15	Jail	3	Staff shortage	No	Yes
15	Jail	6	Staff shortage	No	Yes
15	Jail	6	Inmate in hospital	No	No
15	Jail	6	Staff shortage	No	Yes
15	Jail	15.75	Staff shortage	No	Yes
110	Indigent Health	1.5			
190	Dist. Judge 378th	5.25			
200	Dist. Judge 443rd	4.125			
210	Elections	10.1249			
360	DA	3	Transport witness	No	Yes
360	DA	6.75	Heavy work load	Yes	No
360	DA	0.5	Working on cases	Yes	No
360	DA	2.5	Trials	No	Yes
360	DA	6.25	training new receptionist and keeping up with work	Yes	No
360	DA	0.75	Heavy work load	No	No
360	DA	9.75	Heavy work load	No	No
370	Tax Collector	0.375			
370	Tax Collector	1.5			
370	Tax Collector	2.625			
400	Treasurer	6.25	Payroll (short weeks due to holidays)	Yes	Yes
420	Juvenile	0.5	Assisting with Spanish Translation	Yes	Yes
420	Juvenile	2.5	Travel time for Training	Yes	Yes
420	Juvenile	10.25	On-call Officer, Court	Yes	Yes
420	Juvenile	3.25	Travel time for Training	Yes	Yes
420	Juvenile	2	Covering for officer's in Training, Court	Yes	Yes
421	Juvenile Holdover	0.75			
450	Fire Marshal	3			
450	Fire Marshal	3			
612	Constable 2	24			
4652	RB 2	2.25			
4652	RB 2	2			
4652	RB 2	2			
5703	RB 3	10.5			
5703	RB 3	3			
5703	RB 3	3			
6754	RB 4	1			
	CSCD	53			
		290,7499			

Summary 11-08-2015 through 11-21-2015				Summary 11-06-2016 through 11-19-2016					
Dept		# of Emp	Total Hrs	Dept		# of Emp	Total	Fiscal YTD Hrs	Fiscal YTD \$ Value
10	Sheriff	18	212,5000	10 Sheriff		6	18,000	608,500	\$ 14,292.05
15	Jail	18	247,2500	15 Jail		12	85,500	166,615	\$ 3,240.87
20	Maintenance			20 Maintenance				3,000	\$ 41.57
30	Auditor	2	4,7500	30 Auditor				1,875	\$ 43.20
35	IT			35 IT				1,500	\$ 37.88
50	County Ext			50 County Ext				0,000	\$ -
60	Development			60 Development				0,000	\$ -
70	Veterans Ofc			70 Veterans Ofc				0,000	\$ -
80	County Comm			80 County Comm				0,000	\$ -
110	Indigent Health			110 Indigent Health		1	1,500	1,500	\$ 25.63
120	Communications			120 Communications				0,000	\$ -
180	Dist Judge 40th	1	12,5000	180 Dist Judge 40th				56,500	\$ 1,506.09
190	Dist Judge 378th	1	14,7500	190 Dist Judge 378th		1	5,250	15,500	\$ 529.61
200	Dist Judge 443rd			200 Dist Judge 443rd		1	4,125	10,125	\$ 345.95
210	Elections			210 Elections		1	10,125	720,000	\$ 14,263.63
230	Purchasing			230 Purchasing				0,000	\$ -
310	Dist Clerk			310 Dist Clerk				0,000	\$ -
320	County Clerk	1	1,1250	320 County Clerk				0,000	\$ -
340	Hwy Patrol			340 Highway Patrol				0,125	\$ 2.33
360	DA	5	10,7500	360 DA		7	29,500	282,875	\$ 6,336.30
370	Tax Collector	1	0,7500	370 Tax Collector		3	4,500	17,500	\$ 291.37
375	Engineering			375 Engineering				0,000	\$ -
380	Co Ct Law #1			380 Co Ct Law #1				0,000	\$ -
385	Co Ct Law #2			385 Co Ct Law #2				0,000	\$ -
390	County Judge			390 County Judge				0,000	\$ -
400	Treasurer			400 Treasurer		1	6,250	13,000	\$ 281.04
420	Juvenile Prob	1	1,0000	420 Juvenile Prob		5	18,500	79,500	\$ 1,645.34
421	Juvenile Hold			421 Juvenile Hold		1	0,750	10,250	\$ 156.84
425	Human Resc			425 Human Resc				5,875	\$ 100.39
430	Emerg Mgmt			430 Emerg Mgmt				2,625	\$ 46.69
450	Fire Marshall			450 Fire Marshall		2	6,000	127,500	\$ 3,795.69
510	JP #1			510 JP #1				0,000	\$ -
520	JP #2			520 JP #2				0,000	\$ -
530	JP #3			530 JP #3				0,000	\$ -
540	JP #4			540 JP #4				0,000	\$ -
611	Constable #1			611 Constable #1				0,000	\$ -
612	Constable #2			612 Constable #2		1	24,000	26,500	\$ 628.59
613	Constable #3			613 Constable #3				0,000	\$ -
614	Constable #4			614 Constable #4				0,000	\$ -
900	Law Library			900 Law Library				0,000	\$ -
3601	R&B #1	1	8,0000	3601 R&B #1		3	6,250	141,375	\$ 2,624.20
4652	R&B #2	2	9,0000	4652 R&B #2		3	16,500	26,750	\$ 583.94
5703	R&B #3			5703 R&B #3				144,305	\$ 2,599.38
6754	R&B #4			6754 R&B #4		1	1,000	32,125	\$ 595.60
Total		52	529,7500	TOTAL		49	237,750	2495,420	\$ 54014,180

EE's with Comp Time Balance 40 hours or more

Name	Dept	Balance - Hours	Liability
Brinker, Nancy	Sheriff	43,0000 \$	922.02
Murray, Debra	Sheriff	84,7500 \$	1,568.69
Shepherd, Jeffrey	Sheriff	76,7500 \$	1,420.61
Tay, Donna M	Dist Judge 40th	40,0000 \$	942.31
Rus, Eloba	Elections	239,9999 \$	4,101.24
Wallace, Charolde E	Elections	240,0000 \$	4,101.24
Woodruff, Gregory E	Elections	240,0000 \$	6,061.15
Alward, Robert M	DA	49,6250 \$	1,265.56
Black, Loretta	DA	52,8750 \$	1,348.44
Turner, Michael L	DA	41,0000 \$	1,045.60
Butler, Tim	Fire Marshal	81,2500 \$	2,816.41
Butler, Romney	R&B #1	129,2500 \$	2,416.87
Totals		1318,4999 \$	28,010.14

Balance over 100 hours

Balance 90-99,999

CSCD

	# of Emp	Total	Overall Balance	Total Value
8-Oct	6	43,5000	1,117.78 \$	27,051.89
28-Oct	10	85,1250	1,130,405 \$	27,218.37
10-Nov	16	161,6250	1,213.03 \$	29,013.32
23-Nov	7	53,0000	1,231.03 \$	29,286.18

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF PECAN HILL**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code Of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF PECAN HILL goods and services.
- B) The CITY OF PECAN HILL (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2017 to January 1, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2016.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR
CITY OF PECAN HILL

Attest:



Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated*

_____ *Per Commissioners Court Minute No.* _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

_____.

Location of Project to be undertaken: _____

_____.

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2017.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF FERRIS**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code Of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF FERRIS goods and services.
- B) The CITY OF FERRIS (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2017 to January 1, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this 21 day of November, 2016.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

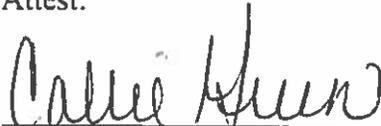
Attest:

Ellis County Clerk



MAYOR
CITY OF FERRIS

Attest:



Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated* _____

Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2017.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY PALMER**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code Of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF PALMER goods and services.
- B) The CITY OF PALMER (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2017 to January 1, 2018**.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

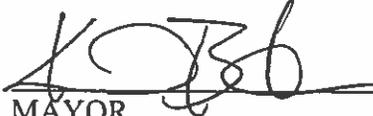
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2016.

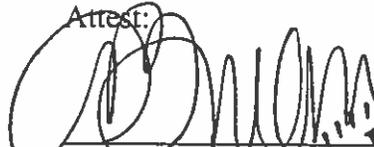
COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR
CITY OF PALMER

Attest:


Secretary



WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated*

_____ *Per Commissioners Court Minute No.* _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2017.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND PALMER ISD**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code Of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement Is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service That each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to PALMER ISD goods and services.
- B) The PALMER ISD (hereinafter PISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) PISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to PISD.
- D) The term of this agreement shall be from January 1, 2017 to January 1, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

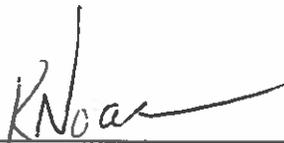
F) PISD agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2016.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

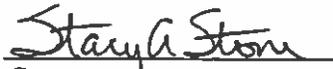
Attest:

Ellis County Clerk



Superintendent
PALMER ISD

Attest:



Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated _____*
Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2017.

Signature: _____

Title: _____

On Behalf of: _____

3.6

Cindy Polley, Ellis County Clerk
Melanie Reed, Ellis County District Clerk

December 13, 2016

Dear Judge Bush and Commissioners Robinson, Grayson, Perry and Butler

We respectfully request that the attached Resolution in Opposition to re:SearchTX be placed on the December 20, 2016 Commissioners' Court agenda for consideration, discussion, and adoption. We are happy to provide additional information and background of this issue and answer and questions from the Court.

This Resolution has been adopted by the County and District Clerk's Association of Texas in coordination with Jim Allison, Legal Counsel for County Judges and Commissioners. The Texas Supreme Court (and the Office Court Administration) have been collecting documents filed to District and County Courts via E-file Texas.

When e-filing began, clerks, courts and attorneys were assured documents would only be maintained on the state's E-file server for 30 days. However, beginning in January of this year without any notice to clerks, courts, and judges, the Supreme Court (OCA) began keeping ALL documents e-filed with the intent to provide the public with a system (re:SearchTX) to purchase copies of records from all courts across the state.

The clerks' association has met with representatives from the OCA and the JCIT committee to express concerns; however our concerns have been discounted and implementation of re:SearchTX is moving forward. A brief summary of the clerks' concerns are:

1. **By the Texas Constitution and state laws, the clerks are the custodians of all court records. The Supreme Court and OCA have no statutory authority to create a system for purchase of court records without the consent of the custodian and counties to whom those records belong.**
2. **Local Government Code §191.008 vests authority with Commissioners' Court to decide how and if documents are made available to the public for purchase via the internet. By AG option GA-0566 the Attorney General confirmed Commissioners' Court have and retain this authority.**
3. Texas statutes allow clerks to charge \$1/page for copies of court records which is deposited to the General Fund. The Supreme Court intends to offer documents for a smaller fee and "share" the proceeds with the county.
4. The Supreme Court's intent for this system is for the convenience of the public. Clerks make all of the court records available to the public during regular business hours. Some counties have decided to place all, some, or no records or case indices on the internet. The Clerks' take the position that this decision should be left to the counties and 24 hour "convenience" is not sufficient reason to take away or undermine the authority of the county's elected officials.
5. At this time, there are no provisions in place that the Supreme Court/OCA is utilizing to redact confidential information contained in court records. Under current rules, clerks are charged with the responsibility to make sure sealed, confidential or expunged information is not made available to the public pursuant to various statutes and/or court orders for the records they keep in their offices. The clerks fulfill this duty by ensuring their paper case files and electronic files are secured. Currently, clerks must remove any record from the ReSearchTX in order to comply with Orders that make a filing confidential. This is in addition to data entry in our own system. This raises concern of liability to the county as well as utilizing county staff to maintain a state system.

6. The OCA has indicated that the Supreme Court will seek to amend or change various statutes regarding confidential information. For example, information such as children's names and birthdates are required to be in divorce and custody papers per the Family Code. However, under the Texas Rules of Civil Procedure, such information must be redacted by the clerk if the clerk chooses to make the document available to the public on the internet. Such information does not need to be redacted if the clerk has the document/information available in the office as part of the public record of the case.

The County and District Clerks' Association opposes the development and implementation of the re:SearchTX system for these stated reasons. We are asking that Commissioners' Court adopt a resolution opposing the re:SearchTX system as well. The implementation of this system has a direct impact on the sphere of authority granted to elected clerks, undermines the authority of Commissioners' Court regarding the sale of documents owned by the county, and may cause funds to be diverted from the county.

Attached for your review are documents with more information regarding this issue.

Thank you for your consideration,

Melanie Reed
Ellis County District Clerk

Cindy Polley
Ellis County Clerk

August 2, 2016

A STATEWIDE ACCESS SYSTEM FOR COURT ELECTRONIC RECORDS

Blake Hawthorne, Clerk, Texas Supreme Court

Texas lawyers want a statewide access system for Texas court records similar to the federal PACER system. A recent poll conducted by the Office of Court Administration (OCA) showed that 98% of the over three thousand Texas attorneys who responded said they would use a statewide public access system. The survey also showed that Texas attorneys and their staff want to be able to search the court records of all 254 Texas counties at once, with the ability to immediately search and download those records 24 hours a day, 7 days a week. And their minimum expectations for the information available through a statewide access system include basic case information like party names, the court name and location, the judge assigned to the case, the attorneys on the case, and the docket sheet—like the federal PACER system.

Many Texas attorneys are also frustrated by the lack of uniformity in online access to court records. Some counties provide online access to their court records, while others do not. Some counties that provide access require attorneys to pay subscription fees, which can be expensive when an attorney does not regularly work in that county and only needs access to one case. Other counties provide access without a subscription, but charge \$1.00 per page—which can quickly add up to a large bill.

Members of the Judicial Committee on Information Technology (JCIT), a committee of Texas lawyers, judges, clerks, and court administrators appointed by the Supreme Court of Texas to study and recommend improvements to court technology, have long heard the familiar refrain “why doesn’t Texas just use the federal PACER system?” Many years ago, members of JCIT met with the Administrative Office of the United States Courts to discuss whether Texas courts could adopt the federal the PACER system. An effort was already underway in Mississippi to see if state courts there could adopt the federal PACER system.¹ But

August 2, 2016

PACER's technology was aging at that time and the federal judiciary was preparing for a major rewrite of the system. Texas' system of local funding for and local control of court technology would have made it extremely difficult, if not impossible, to implement the federal judiciary's technology in all 254 Texas counties, each with varying levels and types of court technology.

Instead of attempting to shoehorn the unified federal PACER system into technologically-diverse and locally-controlled Texas court case management systems, JCIT pursued a different course. To achieve statewide public access to court electronic records, JCIT first advocated for mandating electronic filing in all Texas courts. Without mandatory electronic filing, there could be no statewide access to Texas electronic court records. Texas courts had been slow to adopt electronic filing. With JCIT's urging, however, the Supreme Court of Texas mandated electronic filing first for itself, then in the courts of appeals, and finally for civil cases in Texas district, county and probate courts. The Court of Criminal Appeals recently followed suit and mandated electronic filing for criminal cases in Texas trial courts.

Besides supporting mandatory electronic filing, JCIT members also proposed requiring the e-filing vendor to implement a statewide access system for Texas court records. When the former vendor of the Texas court electronic filing system announced it would not renew its contract, the new vendor, Texas-based Tyler Technologies, agreed to provide a statewide access system.

But how does one implement a single electronic access system for 254 counties, which use a variety of different case management systems? Fortunately, regardless of the local case management system they use, all Texas courts use the eFileTexas system to review and accept electronically filed documents. When the clerk accepts a document for filing, eFileTexas file-stamps the document and returns a file-stamped copy to the filer. And eFileTexas also has basic case information about each filing (e.g. court name, judge assigned, case number, attorneys on the case). By saving the filed-stamped documents and their associated case information through eFileTexas, a searchable statewide access system can be created.

Not only is it possible, but it has actually been accomplished. Tyler Technologies is currently beta-testing a statewide access system. Once a

August 2, 2016

registered user is logged in with a user name and a password, the system provides a Google-type search bar for searching documents and docket information. The system returns search results along with suggestions on how to refine the results (like narrowing search results to certain counties or case types). Because the system is web-based and uses HTML 5, it can be used on any device, including tablets and smart phones. The beta version appears to be fast and quickly returns search results. Folders can be created to save cases or search results, and these folders can be organized and labeled by the user. Future improvements may include the ability to electronically file documents into a case through the electronic access system with the click of a button.

Judges that hear cases in multiple jurisdictions will particularly benefit from the features of the new system. Instead of learning to use multiple different county systems, these judges will be able to access their cases through one website on the device of their choosing. And they will be able to organize their cases into their own electronic folders, making it easier to keep track of cases filed in different counties. For traveling judges (and lawyers too), the ability to look up cases on mobile devices will be a great help.

Judges can get access to the system now by submitting a form to OCA. The form can be found at research.txcourts.gov. Once the form is received, OCA will provide judges with a username and a password.

Attorneys can expect to have access to the system beginning this fall. Initially, attorney access will be limited to cases that they have made an appearance in. But once rules are put into place for the types of cases that can be accessed through the system, members of the public will be allowed to register for access—and attorneys will be granted the same access rights as registered public members. Registered public access should be available summer 2017.

The system won't be perfect, of course. Because self-represented litigants are not required to electronically file documents, their filings will not be available through the statewide access system unless they are electronically filed (some self-represented litigants file electronically). Also, because judges are not required to electronically file their orders, most orders will not be available through the system either (in some counties, however, orders are filed electronically). This problem could be remedied if judges agreed to transmit their signed orders to the

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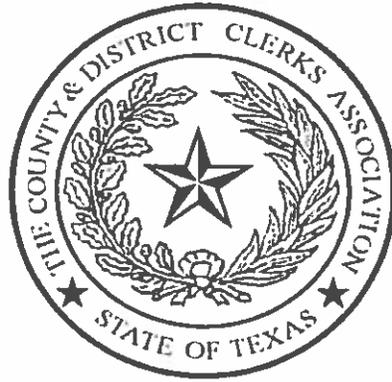
clerk through eFileTexas. Then file-stamped copies of their orders would be available through the access system.

There are other issues that remain to be resolved as well. For example, how should the system be funded? Should users be required to pay a monthly subscription fee? Or should a PACER-like funding model be adopted, charging \$0.10 per page with the cost of a single document capped at \$3.00? Or a combination of subscription fees and per page fees? Lawyers seem to prefer the PACER model because it is one that they are familiar with and have become accustomed to. JCIT will study the fee structure and make a recommendation to the Supreme Court of Texas.

JCIT and others will also study and make recommendations about the case types, document types, and other case information that should be available through the statewide access system. Decisions will be made about whether certain types of cases and documents should be viewable by persons that are not counsel of record in the case. And there will need to be further study and improvement of the rules regarding the redaction of sensitive data (e.g. bank account numbers, social security numbers, etc.) from court records. Enforcement of these rules will continue to be an important topic for JCIT and the courts.

Despite these challenges, the new statewide public access for court electronic records promises to be a major advance for the transparency and efficiency of the Texas court system. The Texas court system presents some unique challenges to providing a uniform access system. But with the support of the Supreme Court of Texas and the Court of Criminal Appeals, JCIT, OCA, judges, and clerks are overcoming those unique challenges to provide what attorneys have long demanded—a uniform statewide system for accessing Texas court records.

¹ Mississippi still has not mandated electronic filing in all of its courts and does not have statewide access to court records.



RESOLUTION

A Resolution of the County & District Clerk's Association of Texas
Opposition to re:SearchTX. 22, November, 2016

WHEREAS, the County & District Clerk's Association of Texas recognizes that the Texas Office of Court Administration (OCA), under The Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY & DISTRICT CLERKS ASSOCIATION OF TEXAS and its 254 current member counties that for the foregoing reasons, it is in the best interest of Texas counties and their taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioner's court in the administration of their duties concerning records held by the county and district clerk or how the counties choose to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the County & District Clerks
Association of Texas on this the 22nd day of November, 2016

Celeste Bichsel

Celeste Bichsel, President



RESOLUTION

A Resolution of the Ellis County Commissioners Court, Texas Opposition to re:SearchTX, Tuesday, December 20, 2016

WHEREAS, the Ellis County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under the direction of The Supreme Court of Texas has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public for free or an undetermined fee through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records to the public including the option of offering county records through an electronic information system (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Ellis County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by Commissioners' Court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Ellis County Commissioners Court
this the 20th day of December, 2016

Carol Bush, County Judge

Dennis Robinson, Commissioner Pct 1

Lane Grayson, Commissioner Pct 2

Paul Perry, Commissioner Pct 3

Kyle Butler, Commissioner Pct 4

Attest: _____
Cindy, Polley, County Clerk

EASY ACCESS

Achieving a statewide system for electronic court records.

BY BLAKE HAWTHORNE

Many Texas lawyers want statewide access to court records, similar to the federal Public Access to Court Electronic Records service known as PACER—and such a system is currently in the works.

A recent poll conducted by the Office of Court Administration found that 98 percent of the 3,000-plus Texas attorneys who responded said they would use a statewide public records access system. The survey also showed that many Texas attorneys and their staffs want to be able to search the court records of all 254 counties at once, with the ability to immediately download those records 24 hours a day, seven days a week. Their minimum expectations for available information would include basic case details like party names, court name and location, the judge assigned to the case, the attorneys on the case, and the docket sheet—much like the PACER service.

Many Texas attorneys are also frustrated by a lack of uniformity in online access to court records. While some counties provide online access to their court records, others do not. Some counties that provide access require attorneys to pay subscription fees, which can be expensive when an attorney does not regularly work in that county and needs to access only one case. Other counties provide access without a subscription but charge \$1 per page—which can quickly add up to a large bill.

Members of the Judicial Committee on Information Technology—a committee of Texas lawyers, judges, clerks, and court administrators appointed by the Texas Supreme Court to study and recommend improvements to court technology—have long heard the familiar refrain, “Why doesn’t Texas just use the federal PACER system?”

Many years ago, members of the committee met with the

Administrative Office of the United States Courts to discuss whether Texas courts could adopt PACER. An effort was already underway in Mississippi to see if its state courts could use the federal system.¹ But PACER’s technology was aging at the time, and the federal judiciary was preparing for a major overhaul of the service. Texas’s method of local funding for

and local control of court technology would have made it difficult to implement PACER in all counties, each with varying levels and types of court technology.

Instead of attempting to shoehorn PACER into technologically diverse and locally controlled court case management systems, the Judicial Committee on Information Technology pursued a different course for Texas. To achieve statewide public access to court electronic records, it first advocated for mandating electronic filing in all Texas courts. Without mandatory e-filing, there could be no statewide access to electronic court records,

and Texas courts had been slow to adopt voluntary e-filing.

With the committee’s urging, the Texas Supreme Court mandated e-filing first for itself, then for civil cases in the courts of appeals, and finally for civil cases in county and district trial courts. The Court of Criminal Appeals recently followed suit and mandated e-filing for criminal cases in Texas appellate, district, statutory county, and constitutional county courts.

Committee members also proposed requiring the Texas e-filing vendor to implement a statewide access system for Texas court records. When the former vendor announced it would not renew its contract, the new vendor, Texas-based Tyler Technologies, agreed to provide a statewide access system.

But how does one implement a single electronic access service for 254 counties that use a variety of case management



systems? Fortunately, regardless of the local case management system, each Texas court uses the eFileTexas system to review and accept e-filed documents. When the clerk accepts a document for filing, eFileTexas file-stamps the document and returns a file-stamped copy to the filer. And eFileTexas has basic case information about each filing (e.g., court name, judge assigned, case number, attorneys on the case). By saving the file-stamped documents and their associated case information through eFileTexas, a searchable statewide access system can be created.

Not only is a statewide access system for court records possible but Tyler Technologies is currently beta-testing such a system. Once a user is registered and logged in with a username and a password, the service provides a search function for looking up documents and docket information. It then returns search results along with suggestions on how to refine the results (like narrowing them to certain counties or case types). Because the system is web-based and uses HTML5 computer coding, it can be used on any device, including tablets and smartphones. The beta version appears to quickly return search results and users can create and organize folders for saving cases or search results. It also alerts the user on the screen when new items are filed in a case. Future improvements may include the ability to e-file case documents with the click of a button.

Judges who hear cases in multiple jurisdictions will particularly benefit from the features of the new system. Instead of learning to use multiple county systems, they will be able to access their cases through one website on the device of their choosing and organize their cases into their own electronic folders, making it easier to keep track of cases filed in different counties. For traveling judges—and lawyers too—the ability to look up cases on mobile devices will be a great help.

Judges can access the beta system now by submitting a form to the OCA at research.txcourts.gov. Once it is received, the office will provide judges with a username and a password.

Attorneys can expect to have access to the system this fall. Initially, attorney access will be limited to cases that they have made an appearance in. But once rules are put into place for the types of cases that can be accessed through the system, members of the public will be allowed to register, and attorneys will be granted the same access rights as registered public members. Registered public access should be available by next summer.

The system won't be perfect, of course. Self-represented litigants are not required to e-file documents (although some do). Also, because judges are not required to e-file their orders, most orders will not be available through the system (orders in some counties, however, are filed electronically). This problem could be remedied if judges agreed to transmit their signed orders to clerks through eFileTexas.

Other issues remain to be resolved as well, such as how the system should be funded, if users should be required to pay a monthly subscription fee, and if a PACER-like funding model should be adopted, charging \$0.10 per page with the cost of a single document capped at \$3 or charging a combination of subscription fees and per page fees. Lawyers seem to prefer the PACER model because they are familiar with it. The Judicial

Committee on Information Technology will study the fee structure and make a recommendation to the Texas Supreme Court.

The committee and others will also study and make recommendations about the case types, document types, and other case information that should be available through the statewide access system and whether certain types of cases and documents should be viewable by persons who are not counsel of record in the case. Further study and improvement of the rules regarding the redaction of sensitive data (e.g., bank account numbers, social security numbers, etc.) will be needed. Enforcement of these rules will continue to be an important topic for the committee and the courts.

Despite these challenges, the new statewide public access service for electronic court records promises to be a major advance for the transparency and efficiency of the Texas court system. **TBJ**

Note

1. Mississippi still has not mandated electronic filing in all of its courts and does not have statewide access to court records.



BLAKE HAWTHORNE

has served as the clerk of the Texas Supreme Court since 2006. Prior to his appointment, Hawthorne served as the court's staff attorney for original proceedings. Before joining the court, he was an assistant attorney general for the state of Texas and an associate of Wiley, Rein & Fielding in Washington, D.C., and Jackson Walker in Fort Worth.

PUBLIC NOTICE

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS BROWNSVILLE DIVISION

REAPPOINTMENT OF INCUMBENT MAGISTRATE JUDGE RONALD G. MORGAN

The current term of the office of United States Magistrate Judge Ronald G. Morgan of Brownsville, Texas, is due to expire May 2, 2017. The United States District Court is required by law to establish a panel of citizens to consider the reappointment of Magistrate Judge Morgan to a new 8 year term.

The duties of a Magistrate Judge position include the following:

1. Conducting most preliminary proceedings in criminal cases;
2. Trial and disposition of misdemeanor cases;
3. Conducting various pretrial matters and evidentiary proceedings on delegation from the judges of the district court; and,
4. Trial and disposition of civil cases upon consent of the litigants.

The court invites comments from members of the bar and the public as to whether the panel should recommend the reappointment of Magistrate Judge Morgan to the court. Direct comments under confidential cover to:

RONALD G. MORGAN REAPPOINTMENT PANEL

Attention: David J. Bradley, U.S. District Clerk
P.O. Box 61010 • Houston, Texas 77208

Comments must be received no later than **November 4, 2016, 5:00 p.m.**



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

August 27, 2007

The Honorable Tracy King
Chair, Committee on Border and
International Affairs
Texas House of Representatives
Post Office Box 2910
Austin, Texas 78768-2910

Opinion No. GA-0566

Re: Authority of the El Paso County District
or County Clerk to establish an online
electronic database accessible to the public
(RQ-0498-GA)

Dear Representative King:

Your predecessor as Chair of the Committee on Border and International Affairs inquired whether the El Paso County District Clerk or County Clerk may store court documents on an electronic database and make them accessible to the public via the Internet.⁴¹¹ She asked the following questions:

Under current state law, may the El Paso [County] District Clerk or County Clerk create an electronic database accessible online to display civil, family and criminal case docket information in its entirety and all document images pertaining to all cases filed regardless of case disposition or status?

If such a database can be created, should access to the electronic database be limited to certain parties?

Furthermore, should personal identifiers on the documents to be displayed, such as Social Security numbers and/or bank account[] [numbers], be redacted?

Lastly, could the El Paso [County] District Clerk or County Clerk assess a reasonable fee to the public in order to retrieve information?

Request Letter, *supra* note 1, at 1.

Your predecessor inquired about court case documents held by the district and county clerks. Accordingly, we do not address other kinds of documents filed with the county clerk in his capacity as county recorder. *See* Tex. Const. art. V, § 20; Tex. Loc. Gov't Code Ann. § 192.001 (Vernon 1999) (county clerk shall record each deed, mortgage, or other instrument that is required or permitted by law to be recorded).

I. Authority of El Paso County District or County Clerk to Maintain Online Database of Court Records

Pursuant to Local Government Code section 191.008, the El Paso County Commissioners Court may provide for online access to case information maintained by the district and county clerks. Section 191.008(a) provides as follows:

The commissioners court of a county by order may provide for the establishment and operation of a computerized electronic information system through which it may provide on a contractual basis direct access to information that relates to all or some county and precinct records and records of the district courts and courts of appeals having jurisdiction in the county, *that is public information*, and that is stored or processed in the system. The commissioners court may make records available through the system only if the custodian of the records agrees in writing to allow public access under this section to the records.

Tex. Loc. Gov't Code Ann. § 191.008(a) (Vernon 1999) (emphasis added). Under this provision, the El Paso County Commissioners Court may establish an electronic database that includes court case records maintained by the district and county clerks. Subject to the clerk's written agreement and the other requirements of section 191.008, a commissioners court may provide access to the clerk's records from a computer terminal in the clerk's office or in a remote location.

Only information "that is public information" may be made available online. *See id.* The "El Paso County Local Rules of the District and County Courts concerning the Electronic Filing of Court Documents" include a similar limitation, providing that "the district clerk shall ensure that all the records of the court, except those made confidential or privileged by law or statute, may be viewed in some format by all persons for free." El Paso County, Local Rules of the District and County Courts, Electronic Filing of Court Documents R. 6.2(a) (2003), *available at* <http://www.co.el-paso.tx.us/districtclerk/e-file-info.pdf> (adopted pursuant to Tex. Gov't Code Ann. § 51.807) (last visited Aug. 14, 2007) (hereinafter El Paso County E-Filing).⁽²⁾ Section 191.006 of the Local Government Code also provides that "[a]ll records belonging to the office of the county clerk to which access is not otherwise restricted by law or by court order shall be open to the public at all reasonable times." Tex. Loc. Gov't Code Ann. § 191.006 (Vernon 1999).

We conclude in answer to the first question that the Commissioners Court may adopt an order pursuant to Local Government Code section 191.008 authorizing the El Paso County District Clerk and County Clerk to create electronic databases that may be accessible online to display information in civil, family, and criminal cases, as long as the information is public information. *See id.* §§ 191.006, .008(a); *see also* El Paso County E-Filing R. 6.2(b). The District or County Clerk must agree in writing to allow public access to records under this section, and the Commissioners Court and the Clerks must comply with other requirements of this provision. *See* Tex. Loc. Gov't Code Ann. § 191.008(a) (Vernon 1999).

II. Whether the District or County Clerk May Make Criminal Case Information Accessible Online

A brief from the El Paso County Attorney raises a concern that confidential criminal history record information may be accessible from the clerks' Internet sites.⁽³⁾ It states that the El Paso County District and County Clerk have Internet websites that allow members of the public to access, without charge, certain information from criminal and civil cases.

Rodríguez Brief, *supra* note 3, at 1. A search on the public website using an individual defendant's name will bring up a list of all open and closed cases involving that defendant, including the indictment number, indictment date, court, charge, and disposition. *See id.* The brief also states that El Paso County has established a password-protected website accessible only by certain government agencies, such as the Federal Bureau of Investigation (the "FBI"). *See id.* A search of the password-protected website, in addition to yielding the same basic information available from the public website, allows the user to view and print any documents filed in a case. *See id.* at 1–2. The brief raises the possibility that allowing members of the public to access a list of all El Paso County criminal cases involving a particular defendant would be a release of a compiled criminal history in violation of a common-law privacy right. *See id.* at 2 (citing *United States Dep't of Justice v. Reporters Comm. for Freedom of the Press*, 489 U.S. 749 (1989); *Houston Chronicle Publ'g Co. v. City of Houston*, 531 S.W.2d 177 (Tex. Civ. App.--Houston [14th Dist.] 1975), *writ ref'd n.r.e.*, 536 S.W.2d 559 (Tex. 1976)).

The court in *Houston Chronicle Publishing Co.* considered whether a Personal History and Arrest Record, or "rap sheet," maintained by the City of Houston Police Department was available under the Texas Open Records Act, now the Public Information Act (the "PIA"). *See Houston Chronicle Publ'g Co.*, 531 S.W.2d 177; *see also* Tex. Gov't Code Ann. ch. 552 (Vernon 2004 & Supp. 2006) (Public Information Act); Act of May 19, 1973, 63d Leg., R.S., ch. 424, 1973 Tex. Gen. Laws 1112 (adopting Open Records Act). The rap sheet showed each previous arrest and other data relating to individuals and included crimes that they had been suspected of committing, and the court determined that individual privacy rights prevented the disclosure of this information. *See Houston Chronicle Publ'g Co.*, 531 S.W.2d at 181, 186. The rap sheet in *Houston Chronicle Publishing Co.* included criminal history information, including unverified suspicions, that is not available from a district or county clerk's files on court cases.

The United States Supreme Court, in *United States Department of Justice v. Reporters Committee for Freedom of the Press*, addressed an issue similar to that in *Houston Chronicle Publishing Co. v. City of Houston*. *See Reporters Comm.*, 489 U.S. 749. The *Reporters Committee* case arose from a request under the Federal Freedom of Information Act ("FOIA") for criminal identification records, or "rap sheets," stored electronically by the FBI. *See id.* at 751; *see also* 5 U.S.C.A. § 552 (2007) (Freedom of Information Act). The rap sheets, primarily used to aid in detecting and prosecuting offenders, contained information describing individuals, such as birth date and physical characteristics, as well as a history of arrests, charges, convictions, and incarcerations. *See Reporters Comm.*, 489 U.S. at 752. Because of the large number of rap sheets collected, they were sometimes incorrect or incomplete. *See id.* The Court addressed the FOIA provision that excepts from disclosure to the public "records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information . . . could reasonably be expected to constitute an unwarranted invasion of personal privacy," or to harm various other specific interests. 5 U.S.C.A. § 552(b)(7)(C) (2007). The Court found a high privacy interest in the "compiled computerized information" derived from rap sheets and held that they were not subject to disclosure under FOIA. *Reporters Comm.*, 489 U.S. at 766.

Houston Chronicle Publishing Co. and *Reporters Committee* both deal with criminal history information held by a law enforcement agency, not information about cases held by a court

clerk. The information addressed in those cases included conviction information, but it also included information about arrests that never resulted in indictment and incorrect or unverified information that might cast suspicion on a person who in reality had never been arrested. However, we find no authority indicating that the privacy interests in criminal history information articulated in these two cases would apply to case records made available online by the El Paso County District or County Clerk.

III. Limits on Public Access to Online Database of Court Records Maintained by District or County Clerk

Your predecessor raised a broad issue about the confidentiality of information in an online database of court records--whether access must be limited to certain parties. *See* Request Letter, *supra* note 1, at 1. Records in the district or county clerk's office are as a general rule available to everyone. *See* Tex. Loc. Gov't Code Ann. § 191.006 (Vernon 1999) (county clerk records shall be open "to the public"); Tex. R. Civ. Proc. 76a.1 (presumption that court records are open); El Paso County E-Filing R. 6.2(a)-(b) (district clerk records may be viewed "by all persons" and may be made available "for both filers and the general public"). Of course, the general public may not have access to confidential or privileged records. *See* Tex. Loc. Gov't Code Ann. § 191.006 (Vernon 1999) (county clerk records are accessible only if "not otherwise restricted by law or by court order"); Tex. R. Civ. Proc. 76a (procedure for sealing court records); El Paso County E-Filing R. 6.2(c) (district clerk records not accessible if "legally confidential"). Section 191.008 of the Local Government Code authorizes a commissioners court to establish eligibility criteria for users and to "delineate the public information to be available through the system." Tex. Loc. Gov't Code Ann. § 191.008(b)(2)-(3) (Vernon 1999). Pursuant to this authority, a commissioners court may assist the clerks in determining whether specific kinds of information may be made available to the general public or only to a narrow class of persons.

Your predecessor also asked whether identifiers, such as social security numbers and bank account numbers, *should* be redacted from documents made available online.⁽⁴⁾ Our advice will thus go beyond the limits that the law places on district and county clerks.

Court clerks are not required to place social security or bank account numbers online. A commissioners court, in providing for a computerized electronic information system pursuant to Local Government Code section 191.008, may "delineate the public information to be available through the system." Tex. Loc. Gov't Code Ann. § 191.008(b)(3) (Vernon 1999). The commissioners court and the court clerks, in deciding what information should not go online, have an opportunity to combat the serious and growing crime of identity theft. Social security numbers are much sought-after by identity thieves because these numbers can be used to locate other information about a person. *See* Social Security Administration, Identity Theft and Your Social Security Number (Jan. 2006) (Publ'n No. 05-10064), available at <http://www.ssa.gov/pubs/10064.pdf> (last visited Aug. 14, 2007). We urge commissioners courts and court clerks to help prevent identity theft by ensuring that social security numbers and bank account numbers from court case documents will not be available online. Court clerks should anticipate and prepare for new laws directed toward greater privacy for social security numbers and other personal identifiers.⁽⁵⁾

IV. Authority of Clerk to Charge a Fee to Access Online Database

Your predecessor finally asked whether the El Paso County District Clerk or County Clerk may assess a reasonable fee to the public for access to electronically-stored case information. *See* Request Letter, *supra* note 1, at 1. The El Paso County E-Filing Rules provide that the district clerk "shall ensure that all the records of the court, except those made confidential or privileged by law or statute, may be viewed in some format by all persons for free." *See* El Paso County E-Filing R. 6.2(a). Section 118.066 of the Local Government Code provides that "[a] county clerk is not entitled to a fee for . . . the examination of a paper or record in the clerk's office." Tex. Loc. Gov't Code Ann. § 118.066 (1) (Vernon 1999); *see id.* § 191.006 (records of county clerk to which access is not restricted by law or by court order shall be open to the public). Section 51.606 of the Government Code moreover provides that "[a] clerk is not entitled to a fee for . . . the examination of a paper or record in the clerk's office." Tex. Gov't Code Ann. § 51.606(1) (Vernon 2005). The El Paso County Attorney states that "in El Paso County, both the District Clerk and the County Clerk have . . . online access and terminals set up in their offices for use by the public." Rodríguez Bricef, *supra* note 3, at 3. If a clerk provides for public access to records in his office by providing online access, as the El Paso County District and County Clerks have done, he may not charge a fee for this service.

Section 191.008(b)(4), however, permits a commissioners court to "set a reasonable fee, charged under a contract" to use the computerized electronic information system. Tex. Loc. Gov't Code Ann. § 191.008(b)(4) (Vernon 1999). As long as district and county clerks provide free onsite access to records maintained by their offices, persons who contract with the county pursuant to section 191.008 for electronic access to such information may be charged a fee as set by the commissioners court.

S U M M A R Y

Pursuant to Local Government Code section 191.008, the El Paso County Commissioners Court may adopt an order authorizing the District Clerk and County Clerk to create electronic databases of public information in court case documents and to provide online access to that information. Records maintained by each clerk must be available to the public without charge in the clerk's office, but persons who contract with the county for electronic access to such information may be charged a fee as set by the Commissioners Court. A court clerk should redact social security numbers and bank account numbers from documents made available online.

Very truly yours,



GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

NANCY S. FULLER
Chair, Opinion Committee

Susan L. Garrison
Assistant Attorney General, Opinion Committee

Footnotes

1. Letter from Honorable Norma Chávez, Chair, House Committee on Border and International Affairs, to Honorable Greg Abbott, Attorney General of Texas, at 1 (June 5, 2006) (on file with the Opinion Committee, *also available at* <http://www.oag.state.tx.us>) [hereinafter Request Letter].
2. Government Code sections 51.801 through 51.807 apply to the electronic filing of court documents with a district or county court clerk. *See* Tex. Gov't Code Ann. §§ 51.801-.807 (Vernon 2005).
3. Brief from Honorable José R. Rodríguez, El Paso County Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1 (July 14, 2006) (on file with the Opinion Committee) [hereinafter Rodríguez Brief].
4. The Eightieth Legislature amended section 552.147 of the PIA, overruling the analysis of this provision set out in Attorney General Opinion GA-0519 (2007). *See* Act of Mar. 19, 2007, 80th Leg., R.S., ch. 3, § 1, 2007 Tex. Sess. Law Serv. 3, 4 (effective immediately) (to be codified at Tex. Gov't Code Ann. § 552.147); *see also* Tex. Att'y Gen. Op. No. GA-0519 (2007) (addressing former version of Government Code section 552.147(a)).

Section 552.147(d) requires district and county clerks to redact the first five digits of an individual's social security number from its records upon the individual's request. *See* Act of Mar. 19, 2007, *supra*, 2007 Tex. Sess. Law Serv. 3, 4 (to be codified at Tex. Gov't Code Ann. § 552.147(d)). The PIA does not govern "[a]ccess to information collected, assembled, or maintained by or for the judiciary." Tex. Gov't Code Ann. § 552.0035(a) (Vernon 2004). The obligation to redact part of a social security number applies to information subject to disclosure under the PIA, and it thus does not apply to the court case documents that your predecessor inquired about. *See* Tex. Att'y Gen. ORD-671 (2001) (the PIA does not apply to records of the judiciary maintained by a district clerk).
5. *See* Texas Judicial Council, Public Access to Court Case Records in Texas (2004) (proposing Rule of Judicial Administration on public access to case records), *available at* <http://www.courts.state.tx.us/tjc/reports.asp> (last visited Aug. 14, 2007).

GENERAL COUNSEL'S REPORT

State Agencies Squeeze County Revenues



Jim Allison
General Counsel

While legislators are proposing to limit county property tax revenue, some state agencies are adopting rules to further restrict the ability to fund county services. The Texas Department of Motor Vehicles (DMV) has adopted new rules to increase agency funding while reducing the title registration fees retained by the county tax assessor-collector. These rules will result in less county revenues, leaving the tax assessor-collector with the responsibility for the difficult and complex title transfers. Rep. Joe Pickett, Chairman of the House Committee on Transportation, has protested these changes and has submitted an alternative plan that would meet the state objectives while preserving county revenues. Please contact your legislators and Gov. Abbott and request that they urge the DMV to adopt the Pickett Plan for title registration and transfers.

On a similar note, the Office of Court Administration has proposed to allow its private E-filing vendor to sell copies of all legal documents stored in the electronic filing system. This proposal will provide additional revenue to the vendor while reducing the revenue collected by the district clerk and county clerk. The clerks will continue to be responsible for the maintenance and security of the files with less revenue to support these services. Please contact your legislators and the members of the Texas Judicial Council and object to the Office of the Court Administration's proposal to allow a private vendor to collect these fees while reducing county revenue.

Road Repair Grants Begin to Expire

Finally, counties need to complete the county road repair grant projects. The Legislature provided \$225 million in road repair grants through the Texas Department of Transportation (TxDOT) in 2013. Of the 191 counties that received grants, 134 counties have remaining funds available for reimbursement. The TxDOT grant agreement requires that projects must begin within three years from the May 2014 execution date. This means that 105 counties have 6-9 months to commence work on projects eligible for reimbursement of \$47.2 million. Projects may be commenced by submitting an invoice for a project contract or county work. Let's keep these projects moving and demonstrate that this assistance is needed and appreciated.

For additional information, please call me at 1-800-733-0699. ★

RESOLUTIONS FOR CONSIDERATION:

The following resolutions were adopted by the Board of Commissioners at the November 19, 2014 meeting of the Board of Commissioners of Tarrant County, Texas. The resolutions are as follows: 1. Resolution 14-0001, regarding the purchase of a new vehicle for the County Clerk's Office; 2. Resolution 14-0002, regarding the purchase of a new vehicle for the County Clerk's Office; 3. Resolution 14-0003, regarding the purchase of a new vehicle for the County Clerk's Office; 4. Resolution 14-0004, regarding the purchase of a new vehicle for the County Clerk's Office; 5. Resolution 14-0005, regarding the purchase of a new vehicle for the County Clerk's Office; 6. Resolution 14-0006, regarding the purchase of a new vehicle for the County Clerk's Office; 7. Resolution 14-0007, regarding the purchase of a new vehicle for the County Clerk's Office; 8. Resolution 14-0008, regarding the purchase of a new vehicle for the County Clerk's Office; 9. Resolution 14-0009, regarding the purchase of a new vehicle for the County Clerk's Office; 10. Resolution 14-0010, regarding the purchase of a new vehicle for the County Clerk's Office.

State Association Officers



Grover "Tiger" Worsham
President
County Commissioner
Trinity County



Woodrow W. "Woody" Goosam Jr.
First Vice President
County Judge
Wichita County



Neil Fritsch
Second Vice President
County Commissioner
Galveston County



Terry Simpson
Immediate Past President
County Judge
San Patricio County

Regional Associations



Everett "Bo" Alfred

NORTH & EAST TEXAS

Everett "Bo" Alfred, President
Jefferson County Commissioner

Byron Ryder
First Vice President
Leon County Judge

Rick Dalby
Second Vice President
Johnson County Commissioner

Sydney Murphy, Secretary/Treasurer
Polk County Judge

Robert Johnston,
Immediate Past President
Anderson County Judge



Ben Zailer

SOUTH TEXAS

Ben Zailer, President
Victoria County Judge

Joseph Palacios
First Vice President
Hidalgo County Commissioner

Jamie Canales
Second Vice President
Webb County Commissioner

Roger Galvan
Immediate Past President
Caldwell County Commissioner



Bill McCoy

WEST TEXAS

Bill McCoy, President
Lubbock County Commissioner

Sherril Harrison
First Vice President
Bailey County Judge

Tim Addison
Second Vice President
Yarlan County Commissioner

Kim Halmann
Immediate Past President
Glasscock County Judge

Directors: John Nung, Irion County Commissioner; Rex Fields, Eastland County Judge; and Glen Whitby, Tarrant County Judge

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GLENN HEIGHTS;

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.
- B) The City of Glenn Heights (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2017 to January 1, 2018.

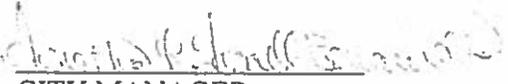
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2016.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



CITY MANAGER
City of Glenn Heights

Attest:



City Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 2016.

Carol Bush

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 2016.

Signature: _____

Title: _____

On Behalf of: _____