

A2

COMMISSIONERS
CERTIFICATION FOR CREDIT

Seminar for Newly Elected County Judges and Commissioners
(Title of Conference)

AT&T Executive Education and Conference Center - Austin TX
(Place of Conference)

January 10-13, 2017
(Date of Conference)

LBJ School of Public Affairs - The University of Texas at Austin
in cooperation with the Texas Association of Counties
(Sponsor of Conference)

I, (print name) Paula Ettinger, do hereby certify that I attended the above-listed conference and was present at the course of instruction for which I am claiming Continuing Education Credit.

I make this certification for the purpose of receiving credit for 16 hours of Continuing Education for the calendar year of 2017.

I represent and declare all the above statements are true and correct.

Dated: 1/13/17

Paula Ettinger
Signature

Judge

Commissioner

PCT. 1

Ellis
(County)

xxx-xx- 9906
(Last Four Digits - Social Security Number)

RETURN ORIGINAL (white) FORM TO:

LBJ School registration desk at end of conference.
Please retain the yellow copy for your records.

Session	Title	Time	CE	Mark if attended
Wednesday, February 8, 2017				
Opening General Session	Energy Priorities - 85th Legislative Session	1:15-2:05 pm	1.0	<input checked="" type="radio"/>
	3.001 Open Meetings Act: Maintaining Public Trust	2:05-2:55 pm	1.0	<input checked="" type="radio"/>
CCAC Phase 2	2.004 District Clerk	3:15-4:05 pm	1.0	<input checked="" type="radio"/>
	2.012 County Auditor	4:10-5:00 pm	1.0	<input checked="" type="radio"/>
CCAC Phase 3	4.020 Negotiating Technology Contracts	3:15-4:05 pm	1.0	<input type="radio"/>
	4.009 Financial Accounting: Basics	4:10-5:00 pm	1.0	<input type="radio"/>
Judges & Comm. Admin Training	The Rationale for Public Private Partnerships (PPPs): Working with the Private Sector	3:15-5:00 pm	2.0	<input type="radio"/>
CCLA Alumni Session	The Reality of Change: It's a Balancing Act	3:15-5:00 pm	2.0	<input type="radio"/>
Thursday, February 9, 2017				
General Session	Legislative Update	8:00-8:50 am	1.0	<input checked="" type="radio"/>
	Legislative Panel	8:50-9:40 am	1.0	<input checked="" type="radio"/>
	Texas Emergency Management Assistance Team	10:10-11:00 am	1.0	<input checked="" type="radio"/>
	4.018 Terrorism Prevention: Civilian Response to Active Shooter Events	11:00-11:50 am	1.0	<input checked="" type="radio"/>
CCAC Phase 2	2.011 County Constable	1:15-2:05 pm	1.0	<input checked="" type="radio"/>
	2.008 County Attorney	2:05-2:55 pm	1.0	<input checked="" type="radio"/>
	2.002 County Commissioner	3:20-4:10 pm	1.0	<input checked="" type="radio"/>
	2.007 County Sheriff	4:10-5:00 pm	1.0	<input checked="" type="radio"/>
Commissioners Session	After Disaster Strikes: Coordinating Response and Working with Partners	1:15-2:05 pm	1.0	<input type="radio"/>
	Are They Ready?: Preparing Staff to Respond to Emergencies	2:05-2:55 pm	1.0	<input type="radio"/>
	Roadway Vegetation Control	3:20-4:10 pm	1.0	<input type="radio"/>
	Asphalt Pavement Mix Types	4:10-5:00 pm	1.0	<input type="radio"/>
Friday, February 10, 2017				
CCAC Phase 2	2.001 County Judge	8:20-9:10 am	1.0	<input checked="" type="radio"/>
	2.014 Extension Service	9:10-10:10 am	1.0	<input checked="" type="radio"/>
CCAC Phase 3	3.019 Subdivision Regulations	8:20-9:10 am	1.0	<input type="radio"/>
	3.002 Commissions & Committees: Compliance Assistance from TCEQ	9:10-10:10 am	1.0	<input type="radio"/>
Judges & Comm. Admin Training	Every Day Leadership	8:20-9:10 am	1.0	<input type="radio"/>
	Strategies for Managing a Multi-Generational Team	9:10-10:10 am	1.0	<input type="radio"/>
General Session	4.004 County Purchasing: Procurement of Design and Construction	10:20-11:10 am	1.0	<input checked="" type="radio"/>
	4.014 Ethics: Ethics in Public Service	11:10-12:00 noon	1.0	<input checked="" type="radio"/>
16 Total CE Hours Available			Total	16

BERT

R

STINSON

PARTICIPANT	
<i>Carl R. Stinson</i>	COPY
	<i>Ellis</i>

A5

Tim Birdwell

From: Sam Laney <saml@lpsundance.com>
Sent: Wednesday, January 18, 2017 11:39 AM
To: tim.birdwell@co.ellis.tx.us
Subject: ESD #5 Board Seat

Tim,

Please accept my resignation as a board member for the ESD #5

Sam D. Laney

LP Sundance Construction, Inc.

1388 South I.H. 45

P.O. Box 443

Ferris, TX 75125

(972) 842-3956 o

(972) 842-2444 f

(972) 979-8538 c

Allstate Insurance Company - Claims Payment Processing
P.O. Box 450048, Dallas, TX 75265, United States



ELLIS COUNTY
101 W MAIN ST
WAXAHACHIE TX 75165-0405

01/25/2017

ELLIS COUNTY,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF \$3,750.00 FOR YOUR LOSS ON 12/3/2016.
PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0438055162

DATE OF LOSS: 12/03/2016

INSURED: ROSAISELA ALVAREZ GARCIA

In payment for Property Damage Liability for Date of Loss 12/3/2016.

RECEIVED

JAN 31 2017

Ellis County Treasurer

ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY
1-800-255-7828

0000020170125003121ZCT02001001003243

INSURED: ROSAISELA ALVAREZ GARCIA
CLAIMANT: ELLIS COUNTY
IN PAYMENT OF: LOSS ON 12/3/2016.

POLICY NUMBER		CLAIM NUMBER	
944804516		0438055162	
TAX ID	DESK LOC	EMPLOYEE ID	
	XRU	NKYW	
Bank of America NA Atlanta, Dallas, Civ. Georgia		Bank of America Customer Connection	

64 1278
611

PAY: THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS

3,750.00

Allstate

INVOICE NUMBER	MCO	DATE ISSUED	171744027
	B280	01/25/2017	

TO THE ORDER OF ELLIS COUNTY
101 W MAIN ST
WAXAHACHIE TX 75165-0405

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Amun K. Gupta
Samuel B. Pich

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES



171744027 061112788 329 911 956 20

JUN 11:21AM

INVOICE

Jim Shook

The Lawn Ranger

8408 Kelly Lane
Alvarado, TX 76009
Phone 817-832-4683

DATE: January 23, 2017
INVOICE # 2053

BILL TO:

FOR: Fence Repair

Ellis County The Historical Courthouse
101 W. Main St.
Waxahachie, Texas 75165
972-825-5117

DESCRIPTION	QTY.	RATE	AMOUNT
Per bid submitted to Carlos Delgado			\$ -
Repair to fence Ellis County Sheriff's Training Facility on FM Road 878		\$3,750.00	3,750.00
SUBTOTAL			\$ 3,750.00
TAX RATE			
SALES TAX			-
OTHER			
TOTAL			\$ 3,750.00

FOR PURCHASING DEPT

Make all checks payable to Jim Shook.

THANK YOU FOR YOUR BUSINESS!

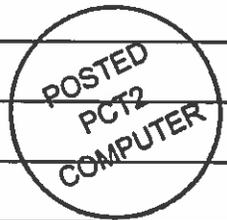
F2

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:

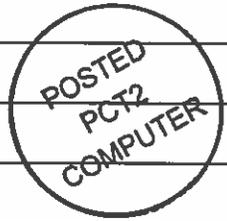
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50807-00000-000	FM 2 GENERAL EXPENSES <i>Misc</i>	\$5,000.00



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50962-00000-000	FM 2 LUBRICANTS	\$5,000.00



[Signature]
Signature of Department Head

2/8/17
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 _____, 2016/2017

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

Approved by County Auditor's Office:

Heller 2/14/17
Needs court approval

F3

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
001-0050-50819	Computer	\$340.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50809	Auto Repair	\$340.00

Mark Eld
2/9/2017
Extension
Signature of Department Head
Date Signed
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

Allen 2/13/17

Needs court approval

ATTACHMENT NO. 1



 Subject Property

ATTACHMENT NO. 2

DEPT. DEVELOPMENT
ELLIS COUNTY

2017 FEB -3 AM 7:54

**JH DEVELOPMENT
P.O. BOX 2829
RED OAK, TX 75154**

February 2, 2017

Ellis County Development Department
109 S. Jackson Street
Waxahachie, TX 75165

ATTN.: ALBERTO MARES
DIRECTOR OF DEVELOPMENT

RE: SUMMIT ESTATES PHASE ONE
ELLIS COUNTY

Mr. Mares,

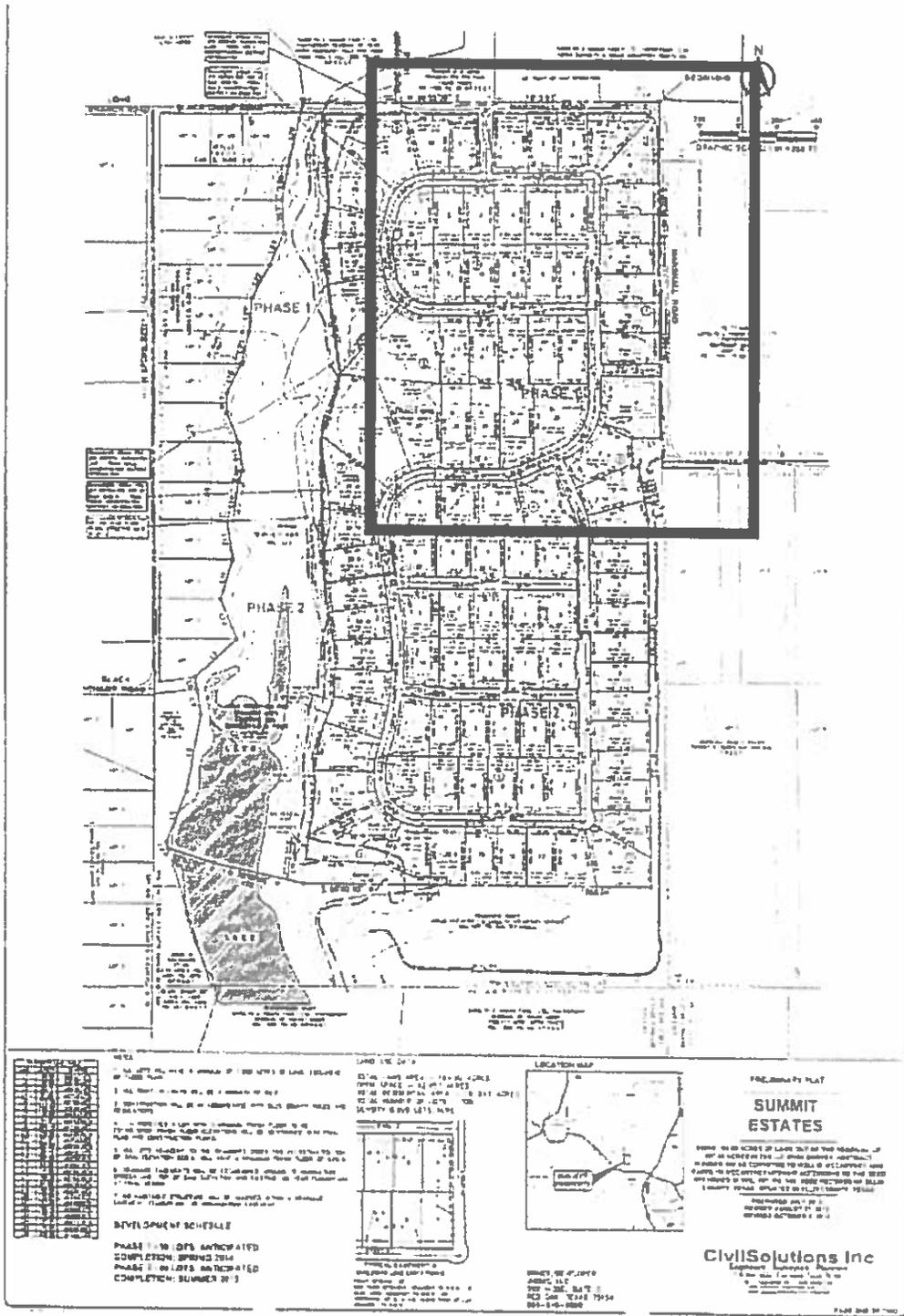
We are requesting that the Ellis County Development Department place on the next Commissioners Court agenda an item to accept the paving and drainage improvements for Summit Estates Phase One in Ellis County. The proposed improvements were built to County standards and specifications.

If we can be of further assistance, please don't hesitate to call.

Sincerely,



Mark Shelton
JH Development





**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.2**

AGENDA CAPTION:

Consider and act upon a request to release Maintenance Bond No. 657818 issued from International Fidelity Insurance Company, in the amount of four hundred seventy-two thousand three hundred ten dollars & 80/100 (\$472,310.80) for Summit Estates Phase One, located in Waxahachie, Road & Bridge Precinct No. 3, as requested by JHDMC, Inc.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting the County to release the above-mentioned maintenance bond for Summit Estates, Phase One. This maintenance bond was originally issued on November 24, 2014 in the amount of \$472,310.80, specifically for roads, drainage, and infrastructure. It expired on November 24, 2016. The language in the bond states, *“All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.”*

There had been outstanding issues that were not addressed until recently and this prevented the County from releasing the bond. The County performed a final inspection of these roads and infrastructures for this subdivision on Wednesday, February 15, 2017 and determined it was designed and built to County standards. All issues have been corrected and addressed.

History:

The Waxahachie Planning & Zoning Commission approved the preliminary plat on September 25, 2013 and the final plat on November 12, 2014. The Commissioners’ Court approved the preliminary plat on November 22, 2013 and the final plat on November 24, 2014.

Thoroughfare Plan:

Per the County’s adopted Master Thoroughfare Plan, there are no thoroughfares that immediately surround or are a part of this subdivision.

Utility:

This property is serviced by Sardis Water Supply Corporation. There is no floodplain on the property.

RECOMMENDATION:

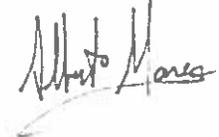
Staff recommends approval of this request to release the Maintenance Bond No. 657818 issued from International Fidelity Insurance Company, in the amount of four hundred seventy-two thousand three hundred ten dollars & 80/100 (\$472,310.80) for Summit Estates, Phase 1, as presented.

ATTACHMENTS:

- 1. Location Map
- 2. Copy of Maintenance Bond

**COUNTY COMMISSIONERS COURT MEETING
TUESDAY, FEBRUARY 28, 2017**

SUBMITTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property



MAINTENANCE BOND

BOND NO 657816

KNOW ALL MEN BY THESE PRESENTS: THAT WE, JHDMC LLC

INTERNATIONAL FIDELITY INSURANCE COMPANY a New Jersey Corporation of One Newark Center, 20th Floor, Newark New Jersey licensed to do business in the State of New Jersey and Texas as Principal, and as Surety, are held and firmly bound unto Elfs County Judge Carol Bush or her successor as Obligee, in the full and just sum of Four hundred seventy two thousand three hundred ten & 80/100

(\$ 472,310.80) Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves their successors and assigns jointly and severally firmly by these presents

SIGNED, SEALED AND DATED THIS 24th day of November, 2014

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the Obligee for Roads Drainage and Infrastructure-Summit Estates Phase I

AND WHEREAS, the Obligee requires a guarantee from the Principa against defective materials and workmanship in connection with said Contract

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during the period of 11/24/2014 thru 11/24/2016 because of defective materials or workmanship in connection with said contract, ~~the Principal shall be bound to pay the full amount of the bond to the obligee within 10 days of the date of the claim or the date of the expiration of the maintenance period provided for here n~~

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for here n

Witness [Signature]
Bruce McCrow

JHDMC, LLC
[Signature] Chadmick, CFO

Witness [Signature]

INTERNATIONAL FIDELITY INSURANCE COMPANY
[Signature]
Attorney-in-Fact



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.3**

AGENDA CAPTION:

Consider and act upon a request to approve a preliminary plat of Long Branch Estates. Property contains ± 59.816 acres of land in the A.R. Newton Survey, Abstract No. 810, located on the east side of Long Branch Road and south of Hayes Road, in the extraterritorial jurisdiction (ETJ) of Midlothian and Waxahachie, Road & Bridge Precinct No. 4, as requested by Lance Rust.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting approval of this preliminary plat for 40 residential lots on property located in the ETJ of both the cities of Midlothian and Waxahachie.

History:

Prior to this plat application, there was no plat history recorded on this property. This property is adjacent to the boundaries of the City of Midlothian and subject to either a future 3-year annexation or an ETJ swap with the City of Waxahachie.

Section 212.007 of the Texas Local Government Code states when a tract of land is located in more than one municipality's ETJ, the platting authority rests with the city with the higher population. As Waxahachie's population currently exceeds the population of the City of Midlothian, the platting authority would normally have rested with Waxahachie. However, the City of Waxahachie ceded their platting authority for this preliminary plat to Midlothian, but were given a courtesy review of this plat (see Attachment No. 3). The City of Midlothian did not receive any comments from the City of Waxahachie regarding this plat.

On September 20, 2016, the Midlothian Planning & Zoning Commission approved the preliminary plat with a variance to Section 6.14.3 of their Subdivision Regulations to allow a drive approach onto a major thoroughfare subject to the following conditions:

- 1) Only one drive approach shall be permitted with circular drives being prohibited.
- 2) Shall meet all the requirements set forth in the Standard Construction Details.
- 3) Drive location shall be approved by the City Engineer.

Thoroughfare Plan:

Per the County's adopted Master Thoroughfare Plan of the City of Midlothian, Long Branch Road is a major thoroughfare requiring a total right-of-way dedication of 120 feet (60 feet from the centerline of this road). Spring Branch Road, located on the south side of the property also requires a total right-of-way dedication of 60 feet (30 feet from the centerline of this road). Right-of-way dedication for both roads are shown on the preliminary plat.

Utility Service:

Water service to this area is provided by Sardis Lone Elm.

RECOMMENDATION:

Staff recommends approval of this request, with the following conditions:

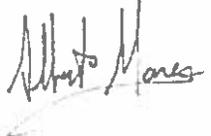
- 1) Adhere to the same conditions of approval as approved by the Midlothian Planning & Zoning Commission.
- 2) Prior to submittal of a final plat, comply with all the drainage requirements as required by the County Engineering Office.
- 3) The removal of Festus Drive and aligning the second point-of-access with Short Branch Drive.

ATTACHMENTS:

- 1. Location Map
- 2. Preliminary Plat
- 3. Applicant's letter

**COUNTY COMMISSIONERS COURT MEETING
TUESDAY, FEBRUARY 28, 2017**

SUBMITTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



ATTACHMENT NO. 2

ATTACHMENT NO. 3

From: Groth, Darren [<mailto:dgroth@waxahachie.com>]
Sent: Tuesday, June 28, 2016 10:45 AM
To: Alberto Mares <Alberto.Mares@Midlothian.tx.us>
Cc: Scott, Michael <mscott@waxahachie.com>
Subject: RE: LONG BRANCH DEVELOPMENT - DRC Meeting

Thanks. We didn't get a chance to call, but I appreciate your help getting this additional information. Since it appears our Council is supportive of the school district line theory of ETJ alignments, then this project would be better suited for Midlothian's review.

If possible, could it also be included on the comment review distribution to see what off-site detentions, improvements, and/or drainage requirements you recommend? We have a large scale project articulated on the land south and east adjacent to this subject site that will likely require a lot of investment to get off the ground.

Regards,

Darren Groth, A.C.P., C.P.M.
 Director of Planning
 City of Waxahachie

From: Groth, Darren [<mailto:dgroth@waxahachie.com>]
Sent: Tuesday, June 28, 2016 9:08 AM
To: Alberto Mares <Alberto.Mares@Midlothian.tx.us>
Subject: Re: LONG BRANCH DEVELOPMENT - DRC Meeting

Would you be available for a phone conference with Michael and me around 10?

Sent from my iPhone

On Jun 27, 2016, at 2:46 PM, Alberto Mares <Alberto.Mares@Midlothian.tx.us> wrote:

Even though the majority of the development falls inside our ETJ, technically speaking, Waxahachie would be the lead reviewer. The way state law is written, when there are situations with split ETJs, the city with the higher population is the lead reviewer. You can petition to have Waxahachie release their subdivision review of this development if you wanted Midlothian to be the exclusive reviewer (outside of Ellis County), but that would be their call. They have done it previously on a subdivision near FM 564 & FM 1357 but I don't know if that was on a case-by-case basis. I know they have a new Planning Director so I'm not sure what he or his superiors would say this time. I can meet with you

1.4



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.4**

AGENDA CAPTION:

Consider and act upon a request to grant a one-time variance from Section II (H) (Utility Service) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow construction of two (2) single-family structures without meeting the minimum fire hydrant requirements. Properties contains ± 2.512 acres of land in the proposed Spanish Grant Addition, Phase IV, Lots 94R & 97R, located at 4040 Olvido Road, Waxahachie, in Road & Bridge Precinct No. 3, as requested by Angelika Williams.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting the County Commissioners' Court to grant a variance to Section II (H) of the Rules and Regulations and to waive the minimum 6-inch water requirement to connect onto a fire hydrant. Carroll Water Supply Corporation states there is only a 2-inch water line available in this area. The applicant is seeking this variance to this requirement prior to replatting the property and building two (2) single family residential structures.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section II (H) reads as follows: "All fire hydrants must connect to a minimum water main of 6" which provides adequate flow and pressure according to NFPA and ISO. They must face county road and be accessible to local fire-fighting vehicles. Fire hydrant locators shall consist of four inch by four inch (4"x4") blue reflector traffic buttons properly placed to comply with local fire protection agent and Ellis County Department of Development."

Section XI (A) allows the Court to authorize relief from the regulations as stated below: "The Commissioners' Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision."

Section XI (B) outlines some criteria for granting relief from the rules and regulations. It states, "No relief shall be authorized unless the Commissioners' Court finds:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,

- 3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
- 4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*

Such findings of the County Commissioners' Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners' Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

RECOMMENDATION:

Staff supports this request as it appears to meet all the listed criteria outlined in Section XI (B) for granting relief from these regulations. Therefore, staff recommends approval of this request, subject to the following conditions:

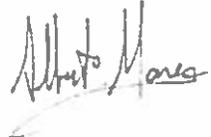
- 1) This property shall be replatted prior to the issuance of a building permit.
- 2) A building permit must be submitted for review to the Department of Development prior to the construction of any new structure.

ATTACHMENTS:

- 1. Location Map
- 2. Proposed re-plat
- 3. Applicant's letter
- 4. Utility letter

**COUNTY COMMISSIONERS COURT MEETING
TUESDAY, FEBRUARY 28, 2017**

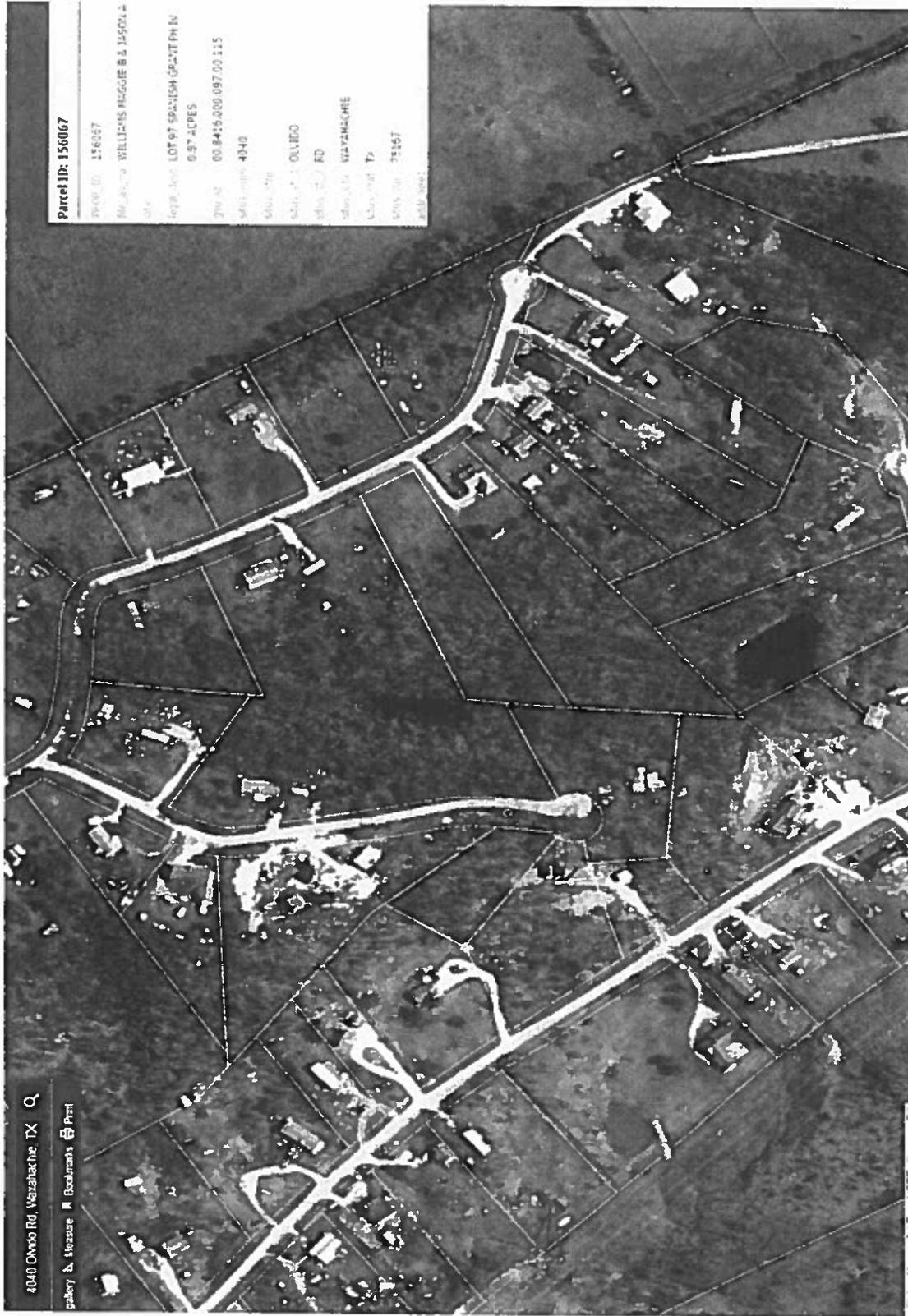
SUBMITTED BY:



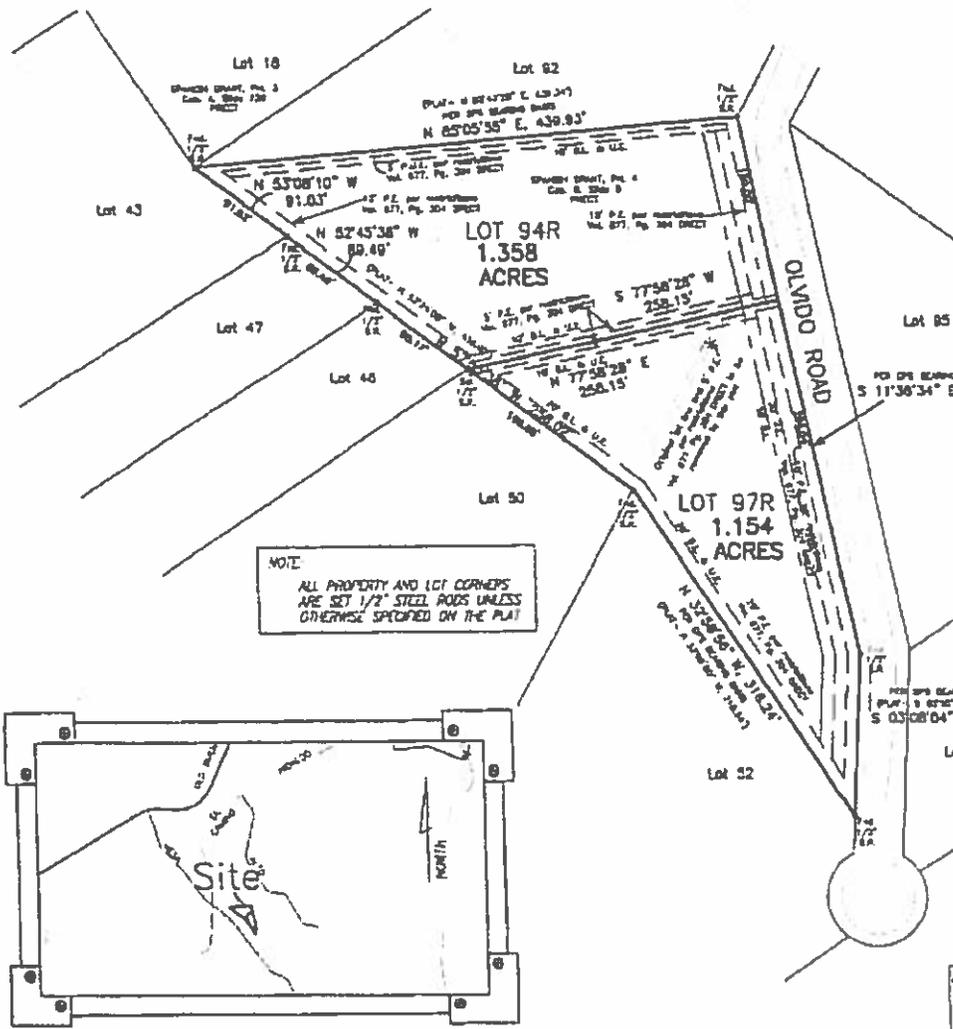
Alberto Mares, AICP
Director
Ellis County Department of Development

114

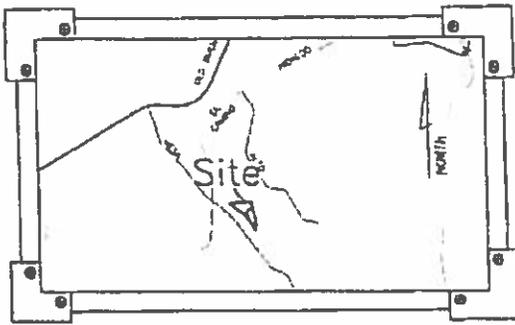
ATTACHMENT NO. 1



ATTACHMENT NO. 2



NOTE
 ALL PROPERTY AND LOT CORNERS
 ARE SET 1/2" STEEL RODS UNLESS
 OTHERWISE SPECIFIED ON THE PLAT



STATE OF TEXAS
 COUNTY OF ELLEA
 Certificate of approval by the Commissioners Court of Elba County, Texas.
 Approved this _____ day of _____ 2017

County Judge, Carl Blum



SURVEYOR'S DECLARATION

I, the undersigned, Walter Reven Carbin, a Public State of Texas, have plotted the above subdivision plat and find all lot corners, origin points, and points of beginning, and that the plat is a true and correct representation of the same.

Walter Reven Carbin
 Walter Reven Carbin
 Surveyor Registration No. 4466

NOTE

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

This plat has been Preliminary/Final approved by the Department of Development for an on-site sewage facility system pending any and all information as may be required by the Elba County Department of Development.

STATE OF TEXAS

I, the undersigned authority, a Notary Public, a duly licensed Notary Public State of Texas, do hereby certify that the foregoing instrument was acknowledged for the purposes herein expressed and is the lawful act and deed of the person or persons named therein.

Given under my hand and seal this _____ day of _____ 2017.

 Notary Public

1.4

ATTACHMENT NO. 3

2/8/2017

• • •

Angelika Williams (property ID# 156066)
4040 Olvido Road
Waxahachie, TX 75167

Ellis County Commissioners' Court
109 S. Jackson St
Waxahachie, TX 75165

Dear Commissioner:

I am trying to get a permit to begin building a new home at 4030 Olvido Road. I purchased the property from my son and had a replat of the land completed by Davis & McGill. The Department of Development informed me that there were several things I needed to do before they would issue me a permit. The first thing I needed to do was request a variance to the fire hydrant requirements since the water line servicing our area was only a 2" line. Carrol water services this property and they have provided a letter stating we have a 2" water line. This is my official request to review this information and hopefully approve it so I can get the permit I need to begin building.

Sincerely,



Angelika Williams

1.4

ATTACHMENT NO. 4

CARROLL WATER CO.

TO WHO IT MAY CONCERN
CARROLL WATER CO DOES HAVE A 12 INCH LINES FROM SPANISH GRANT WELL, FROM OAK
BRANCH RD, HIDALGO RD, ALTO RD, OLVIDO RD, ELCOMINO RD, OLD BUENA VISTA RD, MESA
RD, VACA RD. IF YOU HAVE ANY QUESTION PLEASE CALL ME AT (972)617-0817.

DEANNA CARROLL (SEC)

ANGELIKA WILLIAMS
214-462-2820
4030 OLVIDO ROAD

11/10/2010 11:03 AM



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.5**

AGENDA CAPTION:

Consider and act upon a request to grant a one-time variance from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow construction of two (2) new single-family structures without meeting the minimum road frontage requirement. Property contains ± 4.00 acres of land in the Joseph Bell Survey, Abstract No. 62 and William H. Morris Survey, Abstract No. 725, located at 2800 block of FM 983, Red Oak, in Road & Bridge Precinct No. 1, as requested by Charles Cryer.

BACKGROUND INFORMATION:

Purpose:

The applicant recently purchased this piece of property and proposes to plat these four (4) acres into two (2) individual 2-acre lots. Prior to proceeding with that request, the applicant is requesting the County Commissioners' Court to grant a variance to Section VIII (A) of the Rules and Regulations and to allow the construction of two (2) single-family residential structures without meeting the minimum road frontage requirement of 150 feet. Currently, the width of the property stands at 287 feet. The proposed width of each lot is ± 143.5 feet, failing to meet the required minimum of 150 feet by 6.5 feet, therefore necessitating the variance request.

History:

There was no property deed history found in Ellis CAD. The property is located adjacent to the boundaries of the City of Red Oak.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section VIII (A) reads as follows: *"Lots served by a public water supply but using individual on-site sewage facilities for sewage disposal shall have a minimum surface area of at least one useable acre for any O.S.S.F. systems, and a minimum of one hundred fifty (150') feet of a County or State road frontage from front of lot to back of lot. Lots facing other public street thoroughfare must comply with corresponding entity requirements."*

Section XI (A) allows the Court to authorize relief from the regulations as stated below: *"The Commissioners' Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision."*

Section XI (B) outlines some criteria for granting relief from the rules and regulations. It states, *"No relief shall be authorized unless the Commissioners' Court finds:*

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*

Such findings of the County Commissioners' Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners' Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

Thoroughfare Plan:

Per the County's adopted Master Thoroughfare Plan, there are no thoroughfares that immediately surround or are a part of this property. Right-of-way dedication for County roads will be required at the platting stage.

RECOMMENDATION:

This variance will be the first of two (2) steps necessary to make this property into legal lots of record. Staff supports this request as it appears to meet all the listed criteria outlined in Section XI (B) for granting relief from these regulations. Therefore, staff recommends **approval** of this variance request to allow a 6.5-foot variance for two (2) lots, subject to the following conditions:

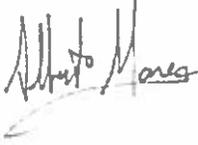
- 1) A plat shall be submitted for review to the Department of Development with each proposed lot having 143.5 feet of road frontage.
- 2) No permit shall be issued until the subsequent plat is approved by County Commissioners' Court and filed at the County Clerk's Office.

ATTACHMENTS:

1. Location Map
2. Copy of Survey
3. Applicant's letter

**COUNTY COMMISSIONERS COURT MEETING
TUESDAY, FEBRUARY 28, 2017**

SUBMITTED BY:

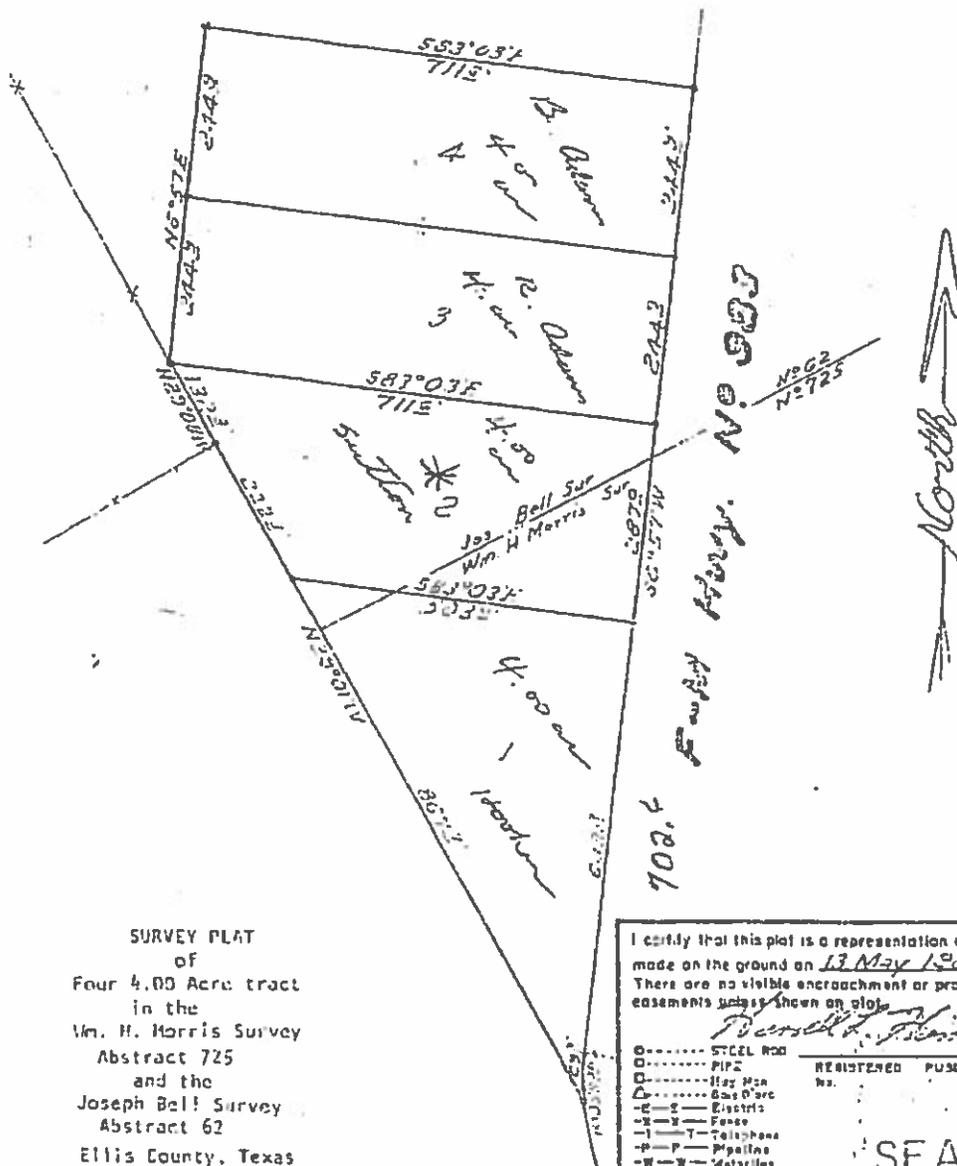
Handwritten signature of Alberto Mares in black ink.

Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



ATTACHMENT NO. 2



SURVEY PLAT
 OF
 Four 4.00 Acre tract
 in the
 Wm. H. Morris Survey
 Abstract 725
 and the
 Joseph Bell Survey
 Abstract 62
 Ellis County, Texas

I certify that this plat is a representation of a survey made on the ground on 13 May 1981. There are no visible encroachments or protrusions or easements unless shown on plot.

Dersell J. Robertson

REGISTERED PUBLIC SURVEYOR
 No. 1440

SEAL

SCALE: 1"=200' JOB NO. 4657-F

ELLIS ASSOCIATES
 SURVEYORS
 106 N. COLLEGE PH. 214-632-7474
 WYOMING 82002

1.5

ATTACHMENT NO. 3

DEPT. OF DEVELOPMENT
ELLIS COUNTY
2017 FEB -3 PM 1:34

1/31/2017

Charles B. Cryer
Property Owner

Ellis County Courts Building
109 S. Jackson St.
Waxahachie, TX 75165

To Ellis County Commissioners Court
Attention: Lisa Yates,

I recently purchased the 4 acre tract, lot #2 in the Wm. H. Morris Survey Abstract 725 and the Joseph Bell Survey Abstract 62 Ellis County, Texas. In order to build two homes, I would like to divide the property. I would like to divide the road frontage equally giving each 143.6 ft of road frontage. We would like to ask for a variance of 6.5 ft per lot Road Frontage for the property described in the attached survey.

Respectfully,

Charles B. Cryer
972-743-7389
Property Owner





**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.6**

AGENDA CAPTION:

Consider and act upon a request to grant a one-time variance from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow construction of a structure without meeting the minimum road frontage requirement. Property contains ± 12.521 acres of land in the S Mayfield Survey, Abstract No. 670, located at 1138 Pecan Meadows, Waxahachie/Ennis in Road & Bridge Precinct No. 2, as requested by Rex Frank.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting the County Commissioners' Court to grant a 15-foot variance to Section VIII (A) of the Rules and Regulations and to allow the construction of one (1) new building on the property without meeting the minimum road frontage requirement. Although Ellis CAD measures the property width at Old Waxahachie Road at ± 143 feet, the latest survey on this property (see Attachment No. 2), dated January 8, 2017, has the actual road frontage for this property at 60.25 feet. Since this property contains over ten (10) acres, platting is not required.

History:

When this property was split in 1990, the minimum road frontage requirement was 75 feet; the 150-foot requirement became effective in 1998. Per Ellis CAD records, the current residential structure was built in 1991. There are no records of any other improvements made to the property to cause it to lose its existing grandfathered status. A relief to the regulations is needed to place a building with an area not to exceed 2,000 square feet. The building will be built with the established building setback lines and outside of any utility easements. This property is located just outside the boundaries of the City of Ennis.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section VIII (A) reads as follows: *"Lots served by a public water supply but using individual on-site sewage facilities for sewage disposal shall have a minimum surface area of at least one useable acre for any O.S.S.F. systems, and a minimum of one hundred fifty (150') feet of a County or State road frontage from front of lot to back of lot. Lots facing other public street thoroughfare must comply with corresponding entity requirements."*

Section XI (A) allows the Court to authorize relief from the regulations as stated below: *"The Commissioners' Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard*

will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.”

Section XI (B) outlines some criteria for granting relief from the rules and regulations. It states, “No relief shall be authorized unless the Commissioners’ Court finds:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,
3. That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.

Such findings of the County Commissioners’ Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners’ Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

Thoroughfare Plan:

Per the County’s adopted Master Thoroughfare Plan, there are no thoroughfares that immediately surround or are a part of this property.

RECOMMENDATION:

Staff supports this request as it appears to meet all the listed criteria outlined in Section XI (B) for granting relief from these regulations. Therefore, staff recommends approval of this request, subject to the following conditions:

- 1) A building permit must be submitted for review to the Department of Development.
- 2) A new structure shall not exceed a building area of 2,000 square feet.
- 3) These structures shall not be used as a residence or tie into an existing/new on-site sewage facility or similar.

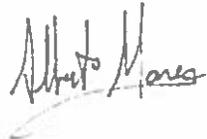
ATTACHMENTS:

1. Location Map
2. Copy of Survey
3. Applicant’s letter

1.6

**COUNTY COMMISSIONERS COURT MEETING
TUESDAY, FEBRUARY 28, 2017**

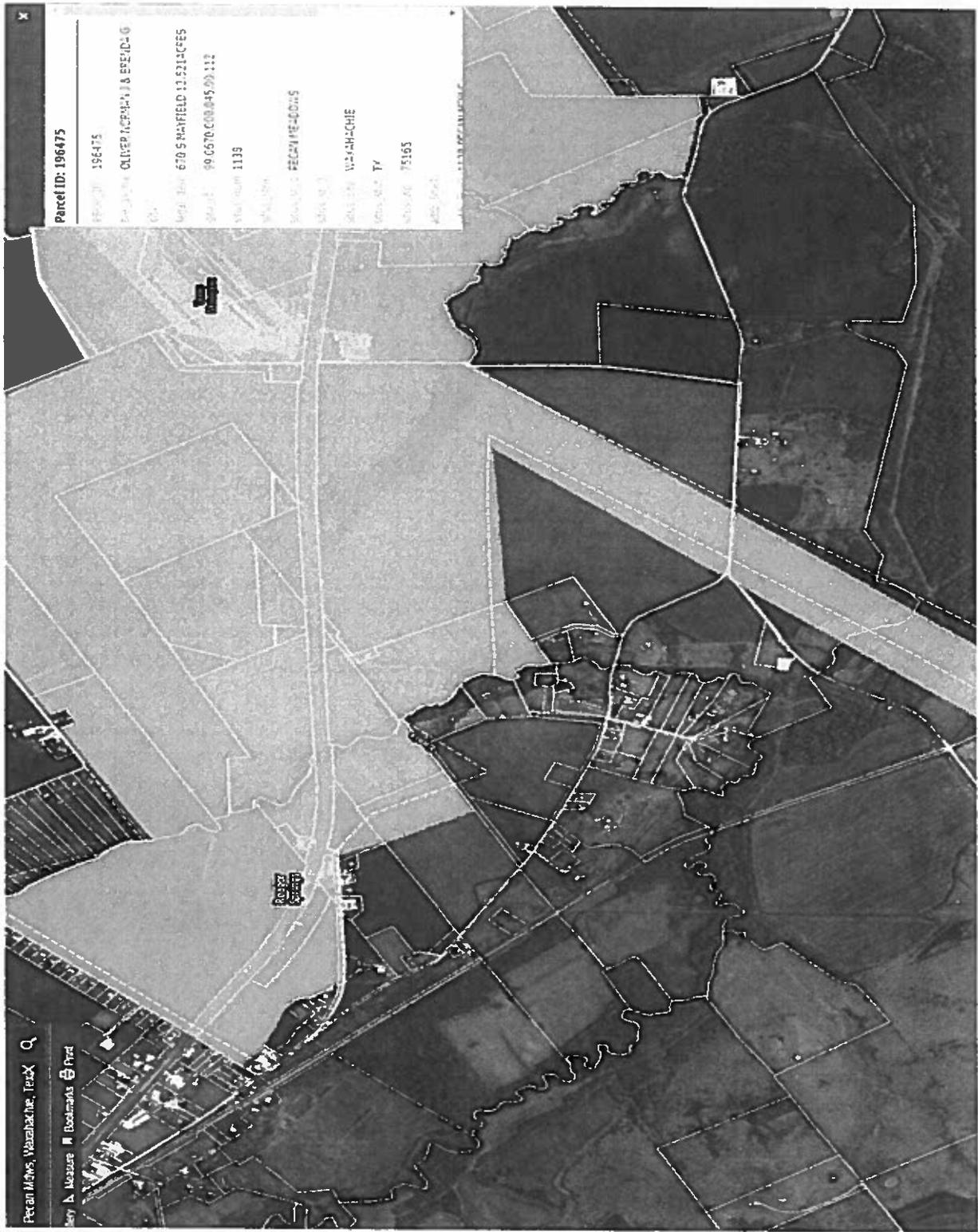
SUBMITTED BY:

Handwritten signature of Alberto Mares in black ink.

Alberto Mares, AICP
Director
Ellis County Department of Development

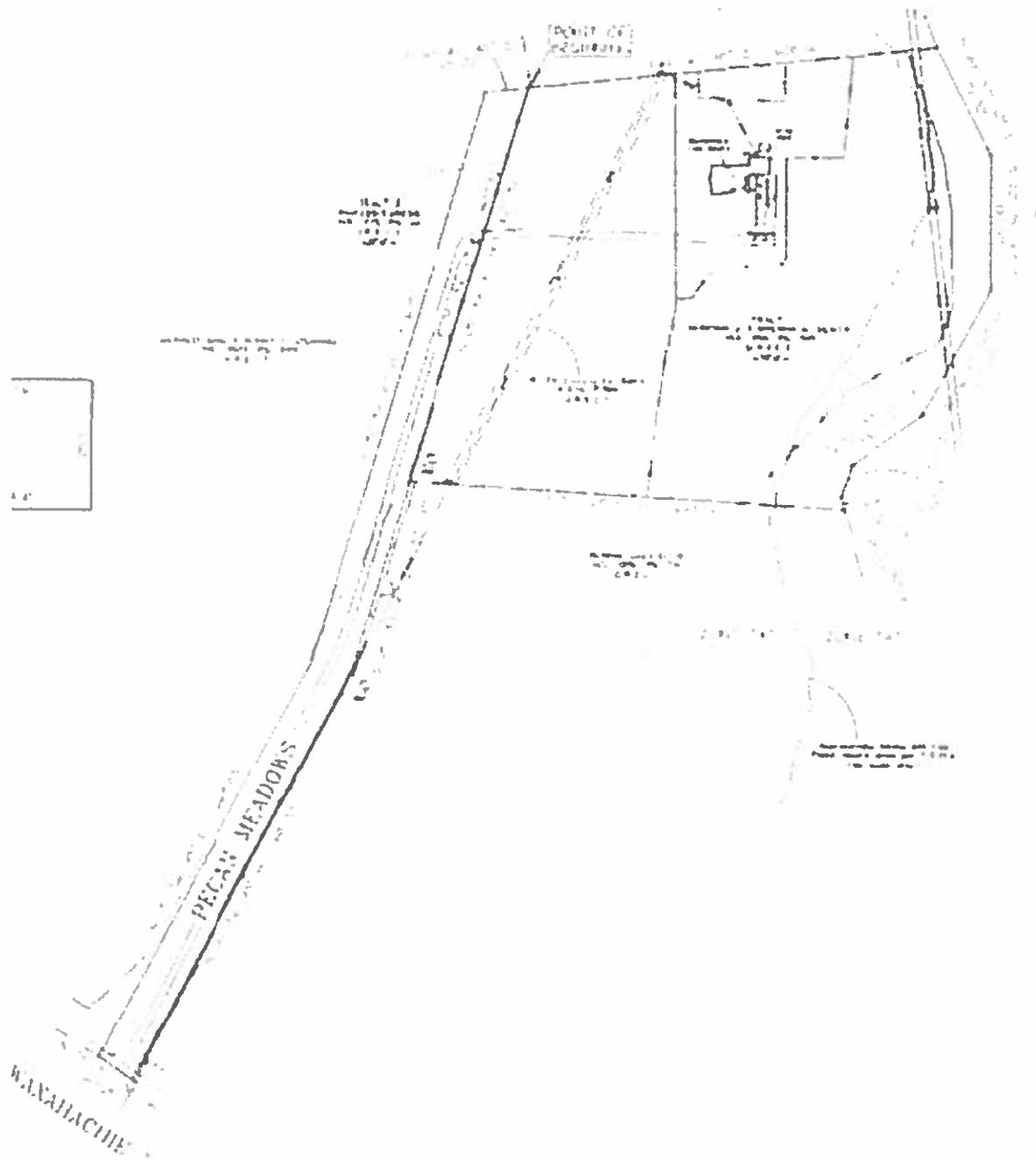
1.6

ATTACHMENT NO. 1



16

ATTACHMENT NO. 2



1.6

ATTACHMENT NO. 3

EPT DEVELOPMENT
ELLIS COUNTY
2017 FEB -6 AM 11:45

Rex and Shanna Frank
1138 Pecan Meadows
Waxahachie, TX 75165
Legal Description: 670 S MAYFIELD 12.521 ACRES
Property ID: 196475
Date 2/5/2017

E.C COMMISSIONERS COURT
109 S Jackson
Waxahachie, TX 75165

Dear E.C COMMISSIONERS COURT:

I purchased 12.521 acres' which was cut in 1988 with a 50 FT road frontage. I am asking for a variance from the 75FT road a, rule from which is 25FT variance.

Sincerely,

Rex and Shanna Frank
Owners

RF 2-6-17
Shanna Frank 2-6-17

2.2



Contract 458-14 HVAC Equipment, Service and Installation
Contract 461-14 Trade Services and Labor

December 30, 2016

Ellis County
101 W. Main St., Suite 203
Waxahachie, Texas 75165

Attention: Capt. Terry Ogden
Subject: **RTU 8 replacement**
Locations: Detention Center – 300 S. Jackson

We are pleased to propose the following for consideration of replacing the existing 4-ton rooftop packaged unit discussed.

We propose to furnish all labor and material for a cost of **\$8,497.00 (excludes tax)**

- **Scope: replace 4 ton Rooftop Packaged A/C unit**
- **Recover refrigerant per EPA guidelines**
- **Supply and install new Carrier 4 ton RTU with electric heat to match existing**
 - Louvered Hail guards**
 - Economizer**
 - Single point kit**
- **Crane and rigging**
- **Start up and verify operation**

Exclusions: Overtime labor, additions to or new smoke detectors, fire system adjustments or additions, roofing, plumbing, new electrical services

This proposal does not include any **sales tax, overtime labor, new electrical service, permit, freight or any special handling charges that may be applicable.**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature _____



Contract 458-14 HVAC Equipment, Service and Installation
Contract 461-14 Trade Services and Labor

December 30, 2016

Ellis County
101 W. Main St., Suite 203
Waxahachie, Texas 75165

Attention: Capt. Terry Ogden
Subject: **RTU 9 replacement**
Locations: Detention Center – 300 S. Jackson

We are pleased to propose the following for consideration of replacing the existing 4-ton rooftop packaged unit discussed.

We propose to furnish all labor and material for a cost of **\$8,497.00 (excludes tax)**

- **Scope: replace 4 ton Rooftop Packaged A/C unit**
- **Recover refrigerant per EPA guidelines**
- **Supply and install new Carrier 4 ton RTU with electric heat to match existing Louvered Hail guards Economizer Single point kit**
- **Crane and rigging**
- **Start up and verify operation**

Exclusions: Overtime labor, additions to or new smoke detectors, fire system adjustments or additions, roofing, plumbing, new electrical services

This proposal does not include any sales tax, overtime labor, new electrical service, permit, freight or any special handling charges that may be applicable.

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name _____ (Date)

Signature _____

2.6



AFFIDAVIT OF MOTOR VEHICLE SALVAGE RETENTION

Claim Number: TNT-0137982
Insured's Name: Ellis County, Texas
Claimant's Name: Linda Peters
Loss Date: October 10, 2016
Vehicle VIN: 1GNLC2E03CR185483
Vehicle: 2012 Chevy Tahoe Police

As registered owner(s) of the above referenced vehicle, I/We: Ellis County, Texas , herein testify to the following: My/Our vehicle was involved in an accident and has been deemed a total loss. I/We elect to retain ownership of this vehicle and agree to hold harmless **Trident Public Risk Solutions**, its agent, employees, successors and/or assigns from all liens, claims, demands, suits or actions from any person(s), cooperation(s) or entities arising out of my/our ownership or operation of this vehicle from the date of the accident forward. I/We further agree to comply with any title requirements as set forth by the state in which this vehicle is currently titled. I/We understand that salvage of \$ 1,150.00 shall be deducted from my/our settlement which includes a deductible of \$ 2,500.00 and I/We accept payment of \$ 12,157 which presents full and final payment of my/our property damage claim.

OWNER:

SIGN _____

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public _____

My Commission Expires: _____

(attn)

P.O. Box 469011
San Antonio, Texas 78246
877-474-8808 EXT 5739
877-550-8193 fax
Claims@tridentpublicrisk.com

2.7



Service Agreement

Section 1 – Customer Information	
Account Number(Existing acct)	_____
Company Legal Name (Individual if So'e Proprietorship)	Ellis County Midlothian Tax Office
Doing Business As (DBA)	_____
Contact Name and Title	Teral Crawford LT. Director
Telephone Number	972-825-5018
Fax Number	972-825-5302
Email	teral.crawford@co.ellis.tx.us

Section 2 TelePacific Services

TelePacific will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement that governs this Service Agreement.

Description Of Services	Term Length (Yrs)	Qty	Monthly Recurring Charge (MRC)	MRC Total	Set-Up Charge (NRC)	NRC Total
Ellis County Midlothian Tax Office, 330 N 8th ST Midlothian TX 76065						
Internet Continuity w/4G	5	1	\$108.00	\$108.00	\$100.00	\$100.00
<i>Pre-Approval</i>	5	1	(\$86.00)	(\$86.00)	\$0.00	\$0.00
Internet	5	1	\$100.00	\$100.00	\$0.00	\$0.00
<i>Pre-Approval</i>	5	1	(\$15.00)	(\$15.00)	\$0.00	\$0.00
PORT - Internet - 1.5 Mbps	5	1	\$97.50	\$97.50	\$0.00	\$0.00
<i>Pre-Approval</i>	5	1	(\$15.00)	(\$15.00)	\$0.00	\$0.00
Access - 1.5 Mbps	5	1	\$52.50	\$52.50	\$500.00	\$500.00
<i>Pre-Approval</i>	5	1	(\$5.00)	(\$5.00)	\$0.00	\$0.00
BGP	5	1	\$0.00	\$0.00	\$0.00	\$0.00
IP Address	5	4	\$0.00	\$0.00	\$0.00	\$0.00
Tier 5 Router (NSR)	5	1	\$0.00	\$0.00	\$0.00	\$0.00
<i>Pre-Approval</i>	5	1	\$39.00	\$39.00	\$0.00	\$0.00
<i>Adjusted</i>	5	1	(\$39.00)	(\$39.00)	\$0.00	\$0.00
Fallover Addendum		1	\$0.00	\$0.00	\$0.00	\$0.00
One Central	5	1	\$0.00	\$0.00	\$0.00	\$0.00
Service Level Agreement Addendum		1	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total for Ellis County Midlothian Tax Office				\$237.00		\$600.00
Sub Totals				\$237.00		\$600.00
<i>LDAC, EUCC and EUCL</i>				<i>\$0.00</i>		<i>\$0.00</i>



Service Agreement

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at <http://www.insidetelepacific.com/rates/rates-telepacific.asp>.

IN WITNESS WHEREOF each Party hereto has caused this Service Agreement to be executed by its duly authorized representative.

x Teral Crawford
Agreed by: Customer Signature

2-21-2017
Date

Teral Crawford
Customer Name (Print)

I.T. Director
Title

Sales Representative Name

Phone

X _____
Agreed by: Sales Manager Signature

Date



Automatic Clearing House (ACH) and Electronic Payment (EFT) AUTHORIZATION FORM

TelePacific is making life easier again!

Paying your monthly telephone bill is now easier than ever! TelePacific now offers you the option of paying your monthly TelePacific account electronically from your checking or savings account. When you submit this completed form and a voided copy of a check, you are agreeing to let TelePacific apply payment monthly to your account through electronic funds transfer payment.

Choosing to pay an account through ACH / EFT means:

- This is authorization for monthly payment to be withdrawn from your checking or savings account.
ACH/EFT will be effective for your next month's invoice.
Payment is processed once monthly on the due date of the monthly statement.
All transactions will appear on your next monthly statement.
If a monthly direct debit does not occur successfully, TelePacific will contact you to correct the issue.
A \$25 fee will be assessed for each insufficient funds or returned payment.
If you are unable to make payment with an ACH or electronic transfer method, your account will not be eligible for any promotional packages, products, or services requiring ACH or electronic payment.

TELEPACIFIC ACCOUNT NO: MAIN TELEPHONE NO:

Direct Debit Authorization Information:

Form with fields for Name as it appears on your bank statement, Bank Name, Type (Checking/Savings), Street address, Bank Routing Number, Bank Account Number, City, State, Zip, Printed Authorization Name, Date, Contact Phone, and Signature.

- This signed form authorizes TelePacific to auto-debit the monthly total amount due on your account.
We must receive a voided check with this form to process your EFT request.

For additional information please contact us at 888-313-9333.

TelePacific.com

Return your completed form: Mail to: TelePacific Communications, Attn: Accounts Receivable/ACH, 3300 N. Cimarron Road, Las Vegas, NV 89129. Fax to: 800-997-5110 or 702-310-1550. TO PROTECT YOUR FINANCIAL INFORMATION, EMAILED FORMS WILL NOT BE PROCESSED. PLEASE RETURN COMPLETED FORM VIA FAX OR MAIL.

Office Use Only:

Office Use Only fields: Cycle, Due Date, ACH-GEN, ACH-TLP, ACH-ILD, ACH-WVR, Void Ck Rcvd, Date Processed, Entered By, Date Cancelled.



Application for Credit

Please complete all sections completely and legibly. Incomplete applications can not be processed.

The information below is warranted to be true and correct by the below named Customer and is given for the purpose of obtaining credit from TelePacific Customer authorizes TelePacific to conduct a routine credit check in connection with its application for service. TelePacific will keep such information confidential and only use it for the purpose of evaluating Customer's credit in connection with Customer's application for service. This application for credit shall be construed in accordance with the laws of the State of California.

Section 1 Customer Information (please complete all sections completely and legibly)

Company Legal Name (Customer) Ellis County Midlothian Tax Office

Doing Business As (DBA) _____

Legal Composition: Corporation Sole Proprietors General Partnership LLP LLC State Organized:

Federal Tax I.D. _____ Exempt? (circle) No Yes Business Type: _____

State Tax Info: Tax Exempt# _____ Dun & Bradstreet # (D&B) _____

Process as Personal Guarantee (Mark if Applicable)

Officer/Owner Name & Title Teral Crawford I.T. Director Social Security # _____

Officer/Owner Name & Title Teral Crawford I.T. Director Social Security # _____

Current Carrier Reference: Carrier Name _____

Account #: _____ Phone #: 1-972-825-5018 Length of Service _____

Estimated Monthly Long Distance Usage _____ Estimated International Usage _____ International Block? (circle) No Yes

Main Service Address: 330 N 8th ST

City Midlothian State TX ZIP Code 76065

Billing Address (if different): 109 S JACKSON ST

City waxahatche State TX ZIP Code 75165



Application for Credit

Agreed By, Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

IMPORTANT: THIS CONTRACT INCLUDES A PROVISION REGARDING BINDING ARBITRATION. SEE SECTION 6 BELOW. THIS CONTRACT REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES, AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS, AS STATED IN THE "RESOLUTION OF DISPUTES" PROVISION (SECTION 6 BELOW), WHICH YOU SHOULD READ IN ITS ENTIRETY. YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING INSTRUMENT AND AGREE TO ABIDE BY ITS TERMS.

1. General

(a) These Terms and Conditions are part of the Telecommunications Account Agreement (referred to as "Agreement") between Customer (referred to as "you" and "your") and U.S. TelePacific Corp. and/or its affiliated companies (collectively referred to as "we", "us" and "our"). Services are offered to you by us either under Tariffs (documents which list services, prices and other terms and conditions) filed with the Federal Communications Commission (FCC) and state regulatory agencies having jurisdiction over the Services ("Tariffed Services"), or on a non-Tariffed basis. Tariffs are available online at <http://insidetelepacific.com/legal/legal-tariffs.asp>. All services provided under this Agreement are collectively referred to as the "Services." In the event that the rates, terms and conditions in this Agreement conflict at any time with those set forth in our federal and/or state Tariffs applicable to the Services, the rates, terms and conditions of the Tariffs shall control. The rates, terms and conditions of Tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, we will publish a Price List and related terms and conditions on our website (<http://insidetelepacific.com/rates/rates-telepacific.asp>) which will become part of this Agreement.

(b) We may increase the rates in this Agreement for non-Tariffed Services to pass through any price increases imposed on us by the providers of the underlying facilities used to provide the Services or, in the case of long distance services, by our wholesale providers of such services. We may also change the rates, terms and conditions applicable to non-Tariffed Services ("Revisions") by giving you at least thirty (30) days prior written notice and posting such Revisions to our website at <http://insidetelepacific.com/legal/legal-notices.asp>. You will receive notice of the Revisions in your monthly invoice at least thirty (30) days prior to the effective date of any change. You shall then have thirty (30) calendar days from the date of the aforementioned invoice to provide us with written notice that the Revisions to changed terms or conditions adversely affect your use of the Service(s). If after said notice, we are able to verify such adverse effect and are able to eliminate said adverse effect, we shall provide you with a written addendum to this Agreement to confirm your assent to our elimination of the adverse effect on your Service(s). However, if we are unable reasonably to eliminate the Revision's impact on such Service(s), we will send you written notice of our inability to reasonably eliminate the Revision's impact, and then you may terminate the impacted Service(s) without further obligation to us beyond the termination date, including termination charges, if any. This shall be your sole and exclusive remedy for changed terms or conditions. If you do not notify us in writing of your election to terminate the affected Service(s) for changed terms or conditions within five (5) business days after receipt of written notice of our inability to reasonably eliminate the Revision's impact, you will be deemed to have consented to the changes and to a continuation of the Service(s), subject to the Revisions. If we materially increase the rates applicable to any of our non-tariffed Services, except for pass-through rate increases, you may terminate the affected Service(s) without further obligation beyond the termination date, including termination charges, if any, provided you notify us in writing before the effective date of the rate increase. If you do not notify us in writing of your election to terminate the affected Service(s) for increase in rates prior to the effective date of the rate increase, you will be deemed to have consented to the changes and to a continuation of the Service(s) subject to the Revisions.

(c) Under certain conditions, you may request that installation of Services be expedited by agreeing to pay an Expedite Fee. No projected date for expedited installation is guaranteed. Payment of the Expedite Fee only earns an advanced priority for your installation process and installation is not entirely in our control. No credit or refund of the Expedite Fee will be made for delay of the installation date beyond

the projected or requested date. A list of Expedite Fees and other charges for Changes to Services ordered are available at: <http://insidetelepacific.com/rates/rates-change-fees-labor.asp>.

(d) A change in the manner in which we deliver Services to you may result in an increase in rates for those Services. Also, if a portion of your Services require a third party vendor, an additional charge for special construction may apply. If we cannot deliver Services to you at the rates you have agreed to pay because of the cost of the technology used or construction required to deliver the Services, including an acceptable profit margin, we will notify you in writing of that fact before any change in the technology used and seek your consent to a change in the rates or additional charge under this Agreement. If you do not provide us with written notice of your refusal to consent to the increased rate within five (5) business days after receipt of such notice, during which time we may delay the installation of any change in technology, we may consider your lack of objection to the increase in rate or additional charge to be your consent to the increased rate or additional charge for the Services under this Agreement. If you object to such increase or charge within the period provided, you or we may terminate the Agreement on written notice without further obligation beyond the date of termination, including for termination charges.

2. Term, Billing, and Payment

(a) **Effective Date.** This Agreement is effective when it has been signed by you and accepted by TelePacific either by execution on behalf of TelePacific or by TelePacific commencing the Services delivery process. Upon approval, we will begin as soon as practicable the installation, connection and testing of the circuits and/or equipment necessary to provide the Services.

(b) **Term.** The initial term of this Agreement ("Initial Term") will begin the date we provide notice to you that the Services are available for your use. This Agreement will continue in effect for the entire Term chosen on the Service Agreement and for any subsequent Renewal Term. The Initial Term or Renewal Term (also referred to herein and on the Service Agreement as "Service Term") will automatically renew for successive Renewal Terms ("Automatic Renewal Term") of one (1) year each thereafter, unless terminated as provided in Section 4 of this Agreement. However, you may renew Services for a Renewal Term prior to the completion of the Initial Term. The beginning of this Non-Automatic Renewal Term is the date of the first invoice after the Service Renewal is entered into our billing system. You may order additional services at your existing Service Location(s) under this Agreement for which Service(s) shall have an Initial Term coterminous with the Initial or Renewal Term of the existing Service(s) at said Service Location, subject to our acceptance. Services for additional Service Locations may also be ordered, subject to our acceptance, under this Agreement. The Initial Term for additional Services ordered for additional Service Locations will begin the date we provide notice to you that the services are available for your use, will continue in effect for the entire Term specified on the Service Agreement for the additional Services and shall automatically renew for successive periods of one (1) year each after the end of the Initial Term of the additional Services (each successive period being a Renewal Term for those additional Services), unless terminated as provided in Section 4 of this Agreement. The Terms and Conditions of this Agreement shall extend automatically, following termination, to cover the remaining Term of any Services provided. See Section 4 of this Agreement for additional terms and conditions applicable to terminations and Renewal Terms, including the rates during Renewal Terms.

(c) **Billing.** We will begin invoicing you for the Services and other charges after we give you notice that the Services are installed and available for your use and will continue invoicing you on a monthly basis until the Agreement is terminated. We will bill monthly recurring charges in advance and usage charges after the usage occurs. You are responsible for all Other Charges and Government Fees and Taxes which will be separately listed on each invoice. We may require, in our sole discretion, that you provide a deposit or other assurance of payment before the Services are provided and/or thereafter. Any required deposit shall not bear interest unless required by law. If you delay acceptance of the Services after receiving notice that Services are available, we may, in our sole discretion, begin invoicing you for the ordered Services. If you continue to delay acceptance of the Services for more than sixty (60) days after the date the Services are available, you will have materially breached this Agreement, and we will be

entitled to terminate this Agreement without further notice and to pursue the remedies in Section 4 of this Agreement.

(d) **Back-billing.** We will endeavor to bill you for charges on a timely basis. However, unless proscribed by state regulation, you shall nevertheless be liable for all charges irrespective of any delay in billing, whether due to error, lack of necessary data, negligence or any other reason. No such delay shall constitute a basis for a claim of waiver, estoppel or other excuse of your obligation to pay our charges, irrespective of the length of the delay. Nothing herein shall toll the running of any statute of limitations applicable to such obligations.

(e) **Payment.** Invoices are due and payable upon presentation, and become past due after the Pay By Date printed on the invoice. If you have a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), you shall pay all amounts not in dispute by the Pay By Date and provide us with a written request for a billing adjustment, together with all supporting documentation, within forty-five (45) days after the Pay By Date or your right to any billing adjustment shall be waived. If we agree to adjust all or a portion of the Disputed Amount, you will not be obligated to pay a late payment charge on the adjusted amount. If you fail to pay all non-Disputed charges on our invoice by the Pay By Date, we may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. We may also suspend your services until all delinquent amounts, including late payment charges, are paid in full. An additional charge will apply to each returned check. Payment must be made in U.S. Dollars.

(f) If the Initial Term is for sixty (60) months or more and Services have been installed for at least twenty-four (24) months, Customer may provide TelePacific at retention@telepacific.com with a bona fide, written quote of a lower monthly charge for a term at least equivalent to the remaining months in the Initial Term from a competitive carrier for the identical Services with the same terms as provided pursuant to this Agreement and all Addendums, one time, and TelePacific shall have thirty (30) calendar days after receipt of the bona fide written quote to match or beat the competitive carrier's offer. "Identical," as used herein, is to be narrowly construed to mean the Services and all terms and conditions must be the same in all material respects. If for any reason TelePacific fails to provide the Services at the lower rate, Customer may terminate the Services without liability for early termination.

3. Your Obligations

(a) **Our Property.** Any equipment installed at your premises by us or shipped to you by TelePacific or our authorized third party vendor remains our personal property, and nothing contained in this Agreement shall give or convey to you any right, title or interest in such equipment. You agree not to interfere with or damage the equipment and you agree to reimburse us for any loss or damage that is caused by your intentional or negligent acts or by the intentional or negligent acts of your agents, employees, authorized users or representatives. You will allow us to remove the equipment from your premises or you will promptly return the equipment to us upon termination of the Services for which the equipment was used.

(b) **Building Access.** You shall obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by us prior to installation of Service and while Service is provided.

(c) **Responsibility for Message Content.** You are solely responsible for all content that you make available on or through our Services. You guarantee that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(d) **Use of Services.** You will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to our network. Your proper use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request and are displayed at our web site at <http://insidetelepacific.com/legal/legal-use-intro.asp>. The

AUP may be amended from time to time. If we materially change the AUP, you shall be provided the same right to notification and cancellation provided in Section 1(b) of this Agreement.

(e) **Third-Party Obligations.** You are responsible to pay any third-party vendor charges for third party vendors you retain such as retaining a vendor for installation of necessary inside wiring. Also, you are responsible to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s). Disconnection of such services may not be delegated to us.

(f) **Network Security.** You acknowledge that it is your responsibility to take whatever actions you deem necessary to make your computer and voice network and circuits adequately secure from unauthorized access. You further acknowledge that we only provide telecommunications services and certain equipment to you and that we are not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network. Read and follow the Fraud Guidelines provided at <http://insidetelepacific.com/legal/legal-fraud-protection.asp>. Failure to follow the steps provided may result in a greater likelihood that your network will be exposed to fraud. Also, we urge you to seek independent advice with respect to products, equipment (including configurations), and services available to make your computer network and circuits more secure from third parties.

YOU FURTHER ACKNOWLEDGE THAT NONE OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF YOUR NETWORK OR THE SERVICES WE PROVIDE THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 3(f).

4. Automatic Renewals; Terminations; Rights and Remedies

(a) This Agreement and any orders for Services submitted under it shall remain in effect until terminated as stated in this Section 4. After the Initial Term, this Agreement will automatically renew for successive periods of one year each at our rates then in effect for your Services unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow this Agreement to renew for a successive Term. However, after providing such notice, if you continue to use Service(s), by your continued use, you are agreeing to continue to receive and pay for Service(s) under this Agreement on a month-to-month basis. However, even after termination of this Agreement for Services ordered for the original Service Location(s) or additional Service Location(s) covered by this Agreement, the Terms and Conditions of this Agreement will automatically extend to cover any remaining Terms or Service Agreements for any additional Services to additional Service Locations which have not expired. The Term of any such additional Service Agreements shall be subject to the same automatic renewal and termination notice provisions as are contained in this Agreement. If either party gives the other party the required notice of a decision not to allow the Agreement or the Term of any additional Services to additional Service Locations to renew at the expiration of a Term, actual termination of Services will not occur until the later of the end of the then-current Term or thirty (30) days after receipt of that notification. If you elect to terminate the Agreement or any orders for Services before Services are installed and available for your use, you must do so in writing, and you shall pay to TelePacific as a pre-installation charge ("Cancellation Charge") an amount equal to: (1) the non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid, (2) if your Services require a third party that we contract with to provide some or all of the underlying services, a charge from the third party, which as a result of your cancellation, we become obligated to pay, and (3), if this Agreement is for a Term of one year, an amount equal to three times the one month recurring charges, or, if this Agreement is for a Term of more than one year, an amount equal to six times the one month recurring charges. You agree that such a termination charge is a reasonable amount because, among other reasons, it would be difficult or impossible to calculate the exact amount of damages suffered by us if you terminate this Agreement or any orders for Services.

(b) Either party may terminate this Agreement upon thirty (30) day notice if the other party materially breaches the terms and conditions of this Agreement and the other party fails to cure the default within the 30-day period, including, but not limited to, your failure to pay our invoices for the Services by the Pay By Date. If you terminate this Agreement after our material breach, then you will be responsible only for charges for the period before the date of termination. If, however, we terminate this Agreement as a result of your material breach, or you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall pay to us a termination charge as follows:

(i) If Service Term is equal to or less than thirty-six (36) months:

(A) If the effective date of the termination occurs before the last year of the Initial or Renewal Term, we will determine the termination charge (also referred to herein as "ETF") as though you had elected an Initial Term ending within the Term year in which you terminate ("Revised Alternate Term"). For example, if you terminate in the 13th month of a three year Term, the Revised Alternate Term would be two years. We will also determine the monthly recurring charge ("MRC") that would have applied if you had chosen the Revised Alternate Term when you first selected a Term ("Default MRC"). You will then pay us a termination charge equal to: (1) the non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); (2) the difference between the monthly recurring charges you actually paid for the terminated Services through the effective date of termination and the Default MRCs that would have applied under a Revised Alternate Term; and (3) fifty percent (50%) of the Default MRCs for the period starting with the effective date of termination and ending on the expiration of the Revised Alternate Term. If your Services require a third party to provide some or all of the underlying services, in addition to the termination charge calculation stated above, you shall pay a charge from the third party, which as a result of your termination we become obligated to pay for the portion of your Service provided by a third party .

(B) If the effective date of the termination occurs during the last year of the Initial or Renewal Term, you will pay us a termination charge equal to: (1) The non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); and (2) 50% of the monthly recurring charges for the period starting with the effective date of termination and ending on the expiration of the Initial or Renewal Term.

(ii) If Service Term is greater than thirty-six (36) months, the ETF will be calculated as specified in section 4, paragraph (b) subparagraph (i) above for a termination within the first thirty-six (36) months. Thereafter, for terminations after the thirty-sixth (36th) month, the ETF will be twenty-five percent (25%) of the remaining months of MRCs.

If you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall provide us with written notice to retention@telepacific.com thirty (30) days in advance, and the effective date of the termination will be the end of that thirty (30) day notice period for purposes of determining the remaining time over which the termination charge will be calculated. If you do not give us that notice, then the effective date of termination shall be the date we terminate this Agreement. For partial months, remaining monthly recurring charges will be determined on a prorated basis.

(c) If you request that we move your Services from your current Service Location to a different Service Location, you may incur a non-recurring charge ("Move Charge"). The Move Charge may include (i) a termination charge which, as a result of your termination, we become obligated to pay to a third party provider of the underlying facilities, and (ii) installation charge at the new Service Location. Also, a new Term may apply to any Services moved to a new Service Location.

All termination charges are due and payable immediately on the effective date of termination (including the 50% of remaining monthly recurring charges), and are in addition to any monthly recurring charges, usage charges and other charges due as of effective date of termination.

You agree that each of the above termination charges is a reasonable amount to compensate us for lost MRCs and usage charges following termination. You agree because, among other reasons, it would be difficult or impossible to calculate the exact amount of such damages suffered by us if you terminate this Agreement or any orders for Services.

(d) In addition to any other recoveries we are entitled to, we shall be entitled to recover from you for undisputed payment delinquencies all of the costs we incur (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by you along with all other damages we incur as a result of your breach or other termination of this Agreement, including without limitation termination charges, past due recurring and usage charges, any damage to our equipment, any promotional credits provided to you and any amounts we have to pay to third parties because of violations by you of our AUP. Notwithstanding the foregoing, if you are determined to be the prevailing party, you shall be entitled to recover reasonable attorneys' fees and court costs.

(e) Sections 4-6 of this Agreement, inclusive of sub-sections, shall survive any termination or expiration of this Agreement.

5. Warranty Disclaimer, Limitation of Liability and Indemnity

(a) **WARRANTY DISCLAIMER.** WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY INCLUDING WITHOUT LIMITATION TORT, CONTRACT, WARRANTY, STATUTE, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) **Credit Allowances for Interruption of Service.** If an interruption or failure of Service is caused solely by us and not by you or any third party agent, carrier, vendor, employee, or representative of yours or other causes beyond our reasonable control, you may be entitled to a credit allowance not to exceed an amount equivalent to the proportionate charge to you for the affected Service for the time period from the time of your report to us of the Service interruption to the time Service is restored, not to exceed in any month, the total monthly recurring charge owed by you for the affected Service in that month. The specific service levels, related credits and steps you must take to apply for credits are available on our website at <http://insidetelepacific.com/legal/legal-sla.asp>. We shall not be liable for any act or omission of any other entity furnishing you with facilities or equipment used with the Services, nor shall we be liable for any damages or losses due in whole or in part to your fault or negligence or due in whole or in part to the failure of equipment or facilities that you provide.

(c) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS). ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SUB-SECTION (a) OF THIS SECTION 5, OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (1) YOUR PROVEN DIRECT DAMAGES, (2) THE AMOUNTS YOU PAID TO US FOR THE SERVICES DURING THE PERIOD IN WHICH ANY SERVICE-RELATED PROBLEMS WERE EXPERIENCED, OR (3) THE CREDITS AVAILABLE TO YOU UNDER OUR TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS APPLY TO ALL DISPUTES, CAUSES OF ACTION AND

CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(d) **Indemnification.** You will defend, indemnify and hold us harmless (including our officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or relating to your use of the Services. This indemnity will not be available if the damage or loss is due to our willful or reckless acts or omissions. Subject to the limitation of liability set forth in sub-section (c) of this Section, we will defend, indemnify and hold you harmless (including your officers, directors, employees, agents, licensees or contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to our delivery of the Services to you. This indemnity will not be available if the damage or loss is due to your willful or reckless acts or omissions.

6. Resolution of Disputes: Binding Arbitration (Jury Trial Waiver), No Class or Representative Actions or Arbitrations

(a) **Binding Arbitration of Any and All Disputes.** By entering into this Agreement, you and we waive any right to a jury trial, or the right to have any dispute resolved in any court, and instead accept the use of binding arbitration. As used in this Agreement, "dispute" means any cause of action, claim, case, and/or controversy of any kind arising out of or in any way related to this Agreement, any amendments or addenda to this Agreement, and/or the subject matter of this Agreement.

(b) **No Class or Representative Actions or Arbitrations.** You and we expressly agree that any dispute is personal to us, and any such dispute shall only be resolved by an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding unless such agreement is not consistent with applicable state law. Neither party agrees to class arbitration, or an arbitration where a person brings a dispute as a representative of any other person or persons except where not permitted by applicable state law. Neither you nor we agree that a dispute can be brought as a class or representative action whether inside or outside of arbitration, or on behalf of any other person or persons.

(c) **The Federal Arbitration Act Applies.** This Agreement affects interstate commerce and the enforceability of Section 6 will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act ("FAA") to the maximum extent permitted by applicable law.

(d) **Confidentiality.** The arbitrator and the parties shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

(e) **Arbitration Procedures.** If you and we cannot resolve between ourselves any dispute, you and we shall promptly submit the dispute to binding arbitration at the office of the American Arbitration Association ("AAA") located in the City or County of the state where the services are provided, or, if there is no AAA office at that location, then at the AAA office closest to where the services are provided. Either party may initiate arbitration by providing written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by the commercial arbitration rules of the AAA ("AAA Rules") to the AAA. Any party paying the administrative fee may recover the fee if awarded by the arbitrator. The arbitration will be held in accordance with the AAA Rules as modified by this Agreement. The AAA Rules, and other information about the AAA and arbitration, are readily available at www.adr.org, by calling 1-800-778-7879, or by mail at 120 Broadway, Floor 21, New York, NY 10271. By entering into this Agreement, you either (1) acknowledge that you have read and understand the AAA Rules or (2) waive reading the AAA Rules and waive any claim that the current AAA Rules are unfair in any way. You and we agree that the AAA Rules shall be subject to the terms of this Agreement, changes in procedures that the AAA may make from time to time in its AAA Rules or successor rules to its AAA Rules, and the following modifications:

- (i) As limited by the FAA, the terms of this Agreement, and the applicable AAA Rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the dispute; provided, however, that this power shall not include: (a) the power to determine the question of arbitrability, which power you and we agree shall be vested solely in a court of competent jurisdiction; or (b) the power to conduct a class or representative action or arbitration, which is prohibited by the terms of this Agreement as stated above (Section 6(b)).
- (ii) To the maximum extent permitted by applicable law, each party shall bear the cost of preparing and presenting its case in an arbitration unless the arbitration award provides otherwise.
- (iii) One arbitrator will be appointed in accordance with the AAA rules within 30 calendar days of the submission of the demand for arbitration. The arbitrator will designate the time and place for hearings as soon as practicable after the arbitrator is appointed.
- (iv) The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, our applicable tariffs, if any, and any other applicable law. In making any award, the arbitrator will be restricted by the Limitation of Liability provisions in this Agreement (Section 5(c)), and will not be entitled to award, nor shall either party be entitled to receive, punitive, incidental, exemplary, consequential, reliance or special damages, including damages for lost profits; provided, however, that if the enforceability of any of these restrictions is limited by the applicable substantive law or by the AAA Rules, that restriction will only be enforced to the extent permitted by such law or rules.

7. Miscellaneous Provisions

- (a) **Assignment and Succession.** You may not assign or transfer this Agreement without our prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns.
- (b) **Governing Law.** With the exception that the enforceability of Section 6 is governed both procedurally and substantively by the FAA (as stated above), this Agreement shall be construed pursuant to the laws of the state where (i) the preponderance of services are provided (as determined by MRCs) and (ii) we are certificated to provide telecommunication services without regard to the conflicts of law provisions thereof.
- (c) **Force Majeure.** We shall not be liable for any failure of performance of the Services due to causes beyond our control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, network attacks, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over us or the Services provided hereunder.
- (d) **Entire Agreement and Modifications.** This Agreement and all other documents specifically referred to in this Agreement constitute the entire and final agreement and understanding between you and us with respect to the subject matter of this Agreement and supersede all prior agreements relating to such subject matter, which are of no further force or effect. Any and all exhibits referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by both your and our duly authorized representatives or by a written notice of change pursuant to Section 1(b) hereof.
- (e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision shall be deemed amended to the minimum extent necessary to render it enforceable.

(f) **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(g) **Waiver.** Under no circumstances shall either party's failure to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision.

(h) **Notices.** All notices from you to us must be in writing and delivered by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to: U.S. TelePacific Corp., Attn. General Counsel, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201. If you are notifying us that you do not wish to renew Services, your written notice may be by a letter delivered in that manner or by an email to: retention@telepacific.com.

(i) **Limitation on Actions.** Any legal action (including but not limited to arbitration) arising in connection with this Agreement must be commenced within two (2) years after the cause of action arises.

8. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, you may terminate this Agreement without any further obligation if the Services we provide are not substantially performing up to industry standards during the first ninety (90) days the Services are available for your use. If you elect to terminate the Agreement pursuant to this guarantee, we will reimburse you for all reasonable costs you incurred to re-establish service with another service provider not to exceed the amount that you paid to us for installation of the Services. This Service Guarantee only applies if: (a) the cause of the Service deficiency was within our reasonable control; (b) you ordered at least the amount of Services that we recommended to meet your traffic volumes; (c) you give us written notice of the deficiency within the first ninety (90) days after we notified you the Services are available for your use, and (d) we fail to correct the Service deficiency within fifteen (15) days after receiving written notice from you of the deficiency.

Failover Services Addendum

This Addendum amends and modifies the Telecommunications Account Agreement between TelePacific and Customer.

1. This Addendum, the Agreement, and Service Agreement between Customer (also referred to in this Addendum as "you" and "your") and TelePacific govern your use of TelePacific's Failover Services ("Service"). TelePacific hereby agrees to provide Service to Customer for the Term specified on the Service Agreement under the Terms and Conditions applicable to the Agreement as modified by this Addendum as follows:

2. Can TelePacific Change This Agreement or Your Service?

We may change prices or any other term of your Service or this agreement at any time, but we will provide notice first. If you use your Service after the change takes effect, that means you are accepting the change. If a change to this Addendum has a material adverse effect on you, you can cancel the line of Service that has been affected within sixty (60) days of receiving the notice with no early termination fee.

3. Wireless Failover Device

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your Service. Please be aware that we may change your wireless device's software or programming remotely via the wireless network, without notice. Please note that your wireless device may not work with another wireless network, or the other wireless carrier may not accept your wireless device on its network. The wireless device is TelePacific's property for your use during the Service term. You must safeguard the installed device and must not remove from the original set up location. Changing the device's physical location may cause the Service not to function properly. You must not replace the wireless device with any other device serviced by another carrier and/or TelePacific. Switching the device will cause Service malfunction and TelePacific shall not be liable for any damages resulting from you either changing the device or moving the device to a different physical location.

Wireless devices use radio transmissions, so unfortunately you cannot get Service if your device is not in range of a transmission signal. Please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather. If automatic failover occurs and your Service experiences these unpredictable conditions and causes Service degradation and/or restriction, TelePacific shall not be liable for any resulting damages.

If your wireless device gets lost, stolen or damages, it is important that you notify us right away, so we can suspend your Service to keep someone else from using it. If your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If we have not given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for thirty (30) days or until you replace or recover your wireless device, whichever comes first.

If the wireless device is damaged, lost or stolen during the Service term, you must report to TelePacific promptly. There will be device replacement cost and installation fee chargeable to your account to re-establish Service.

4. Where and How Does TelePacific Service Work?

Service provides data network diversity in emergency situations which allows customers to send essential traffic through the back up path. The Service is configured to failover automatically when the primary circuit is down. The wireless network is subject to RF signal propagation, environmental conditions, and shared network capacity.

5. Customer Responsibilities.

To ensure that Service operates properly, you must:

a. contact TelePacific immediately at <http://www.insidetelepacific.com/remedy/default.aspx> once you are aware that your primary transport is not working.

b. manage the data traffic when you are in failover mode as there may be differences between operating in normal mode compared to failover mode.

c. never use failover circuits for normal traffic; failover circuits should be dedicated to use in failover mode only.

d. if you use failover transport that is not provided by TelePacific, you must work with your third party vendor if the failover transport become unavailable.

6. What Are TelePacific's Rights to Limit or End Service or End this Agreement?

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; (f) pay late more than once in any 12 months; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify, or (i) are unable to pay us or go bankrupt; or (2) if you, any user of your device or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

7. Information/Content/Applications. Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. TELEPACIFIC IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among TelePacific's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by TelePacific or any content providers or other third party. Delays or omissions may occur. Neither TelePacific nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither TelePacific nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

8. Prohibited and Permissible Uses

Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may typically be conducted for the following purposes: (i) Internet browsing; (ii) email, and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). While most common uses for Intranet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of



facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either TelePacific's Mobile Services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of TelePacific's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions,

9. Security: TELEPACIFIC DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by TelePacific. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

10. Disclaimer of Warranties

In addition to the Warranty Disclaimer in Section 5(a) in the Terms and Conditions of the Agreement, we make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity. In addition to You also agree we aren't liable for missed or deleted voice mails or other messages, or for any information (like pictures) that gets lost or deleted if we work on your device

11. What Happens if Your Service Is Canceled Before the End of Your Contract Term?

Your Service renewals and terminations are subject to Section 4 in the Terms and Conditions of the Agreement.

12. Acceptance of This Addendum.

By accepting this Addendum, you agree to receive and pay for the Service provided by TelePacific, including any subsequent service orders under the terms and conditions of this Addendum. If you do accept, you can cancel this Addendum within thirty (30) days of acceptance without having to pay an early termination fee as long as you return any equipment you purchased from TelePacific at the time you accepted.

If you order additional Service, you agree to accept the terms and conditions of this Addendum for each such Service ordered by any one of the following: (a) opening a package that states that you are accepting by opening it; or (b) activating your Service; or (c) using your wireless device.



QUOTE: QUO-534127-020617

Name of Customer: Ellis County Midlothian Tax Office

In addition to the Terms and Conditions to which Customer has agreed on the TAA, Customer and TelePacific agree to amend and modify the Terms and Conditions of the TAA as follows:

Addendum - Waiver of Move Charges

During the Initial Term of the Agreement, when you provide TelePacific a minimum forty-five (45) days advance written notice, you may request that TelePacific move Services from your current Service Location to a different address served by TelePacific one (1) time without incurring any non-recurring charges normally billed in connection with moving Services. Services will be moved within a standard service interval. If you need your Services moved on an expedited basis, you may request an expedited move and an expedite charge will apply. In addition, you are responsible to pay any third-party vendor charges associated with the disconnection of services at your current location.

Addendum to TAA Month-to-Month Renewal After Initial Term

Notwithstanding any other provisions to the contrary in Paragraphs 2(b) and 4(a) of the Terms and Conditions of the Agreement, you agree that, at the end of the Initial Term, the Term of this Agreement will renew on a month-to-month basis unless either you or TelePacific notifies the other in writing at least thirty (30) days prior to the end of the then-current Term of the intent not to allow the Agreement to renew.

Fallover Services Addendum

By initialing below you acknowledge that you have reviewed and agreed to the Fallover Services Addendum set forth at <http://www.insidetelepacific.com/addendums/TelePacific-Fallover-Services-Addendum.pdf>



QUOTE: QUO-534127-020617

Name of Customer: Ellis County Midlothian Tax Office

In addition to the Terms and Conditions to which Customer has agreed on the TAA, Customer and TelePacific agree to amend and modify the Terms and Conditions of the TAA as follows:

Fallover Services Addendum

By Initialing below you acknowledge that you have reviewed and agreed to the Fallover Services Addendum set forth at <http://www.insidetelepacific.com/addendums/TelePacific-Fallover-Services-Addendum.pdf>

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") by and between _____ County, Texas ("County"), with the agreement, consent, and participation of the _____ County tax assessor-collector (the "Tax Assessor"), and the North Texas Tollway Authority ("NTTA"), a regional tollway authority created under Chapter 366 of the Texas Transportation Code and a political subdivision of the State of Texas, is entered into as of the Effective Date, as defined on the signature page of this Agreement. County and NTTA may also each, individually, be referred to herein as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

WHEREAS, the County and NTTA are local governments as defined in Texas Government Code §791.003(4) and are authorized to enter into this Agreement by the action of their respective governing bodies as prescribed by law;

WHEREAS, Texas Transportation Code §502.011 authorizes a county tax assessor-collector or the Texas Department of Motor Vehicles (the "Department") to refuse to register or renew the registration of a motor vehicle if it has received written notice from a TPE (as defined below) that the owner of the vehicle has been finally determined to be a habitual violator as defined in Texas Transportation Code §372.106 (a "Habitual Violator"); and

WHEREAS, NTTA is a toll project entity ("TPE") under Texas Transportation Code §372.001(2), and Texas Transportation Code §372.111 allows a TPE to report habitual violator determinations to a county tax assessor-collector or the Department in order to cause the denial of vehicle registration as provided by Texas Transportation Code §502.011;

WHEREAS, a coordinated effort in the effectuation of Texas Transportation Code Chapters 372 and 502 is in each party's best interest and that of the public; and

WHEREAS, the Parties desire to expressly agree to the terms and conditions under which County will refuse to register or renew the registration of certain motor vehicles when the Tax Assessor receives information from NTTA via a "flag" in the Department's vehicle registration system (the "DMV System") that the owner of the vehicle has outstanding tolls and fees and that NTTA has made a final determination that the owner is a Habitual Violator.

NOW THEREFORE, County and NTTA, for and in consideration of the mutual obligations, terms, and conditions stated in this Agreement, agree as follows:

ARTICLE I
TERM; TERMINATION

1.1 This Agreement will be effective on the Effective Date and will remain in full force and effect until terminated by either Party pursuant to Section 1.2 below (the "Term").

1.2 Either Party may terminate this Agreement at any time upon 30 days' prior written notice to the other Party.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

2.1 **NTTA'S RESPONSIBILITIES:**

- a) NTTA may notify the Tax Assessor via the DMV System when a determination that a registered owner is a Habitual Violator has become final and imposition of a vehicle registration block is authorized by law. NTTA will only request the Department to flag records of vehicles for which the registered owner is a Habitual Violator and such status has not terminated under Texas Transportation Code §372.109.
- b) NTTA will supply County with an information sheet describing the procedure for flagged motor vehicle owners in the DMV System to resolve their outstanding tolls and fees.
- c) NTTA will provide Habitual Violators who have paid their outstanding tolls and fees with a "cleared" receipt that the vehicle owner may present to County. The receipt will include written instructions directing the owner to maintain it for 30 days. NTTA may also, at its option, enable owner generation of the receipt through NTTA's online payment system.
- d) NTTA will be solely responsible for placing or clearing registration flags in the DMV System.
- e) NTTA will make the payments provided for in this Agreement from current funds available to NTTA.

2.2 **COUNTY'S RESPONSIBILITIES:**

- a) County will ensure that the Tax Assessor and/or its deputies review the DMV System for vehicle registration block flags for all owners who attempt to register any vehicle and will rely on the information in the DMV System regarding a vehicle owner's payment or non-payment of tolls and fees to NTTA. Such information will constitute written notice under Section 502.011(a) of the Texas Transportation Code.

- b) County will refuse to register or renew the registration of all motor vehicles flagged in the DMV System as having outstanding NTTA tolls and fees, unless the owner of such vehicle presents a cleared receipt as described in Section 2.1(c), in which case the County may proceed to register or renew the registration of the vehicle(s) covered by the cleared receipt.
- c) County will distribute the instruction sheet described in Section 2.1(b) to flagged motor vehicle owners.
- d) County may provide flagged vehicle owners with access to a computer terminal where the owner can access NTTA's online payment system.
- e) County may provide owners who pay online with printouts of any clearance receipts generated by the NTTA's online payment system.

ARTICLE III
PAYMENT TERMS

3.1 In complying with this Agreement, County will incur certain expenses, including costs for receiving the information and confirming the flags with the Department and the administrative cost of refusing to register or renew the registration of a vehicle. NTTA agrees to pay County \$5.24 for each flag accepted by the Department for refusal to register or renew the registration of a vehicle pursuant to this Agreement.

3.2 NTTA will identify to County the flags accepted by the Department for refusal to register or renew the registration of a vehicle. County, or the Tax Assessor on County's behalf, will present an itemized invoice to NTTA within 10 days of the end of each month during the Term, showing the total amount owed to County per Section 3.1 above for flags accepted by the Department during the preceding 30 days. NTTA will pay County the amount shown as owing on an invoice within 30 days of its receipt thereof.

NTTA will make payment under this Agreement to the address below:

3.3 On or before September 30th of any year during the Term, either Party may request a modification in the payment terms of this Agreement. Any resulting modification will take effect on January 1st of the following year. If County and NTTA cannot reach an agreement on modification of the payment terms, then either Party may terminate the Agreement in accordance with Section 1.2 above.

ARTICLE IV
LIABILITY; IMMUNITY

4.1 County and NTTA agree that each is responsible for its own negligent acts, omissions, or other tortious conduct in the course of performance of this Agreement and that no indemnification by or for either Party is provided for or intended hereunder.

4.2 Notwithstanding the terms of Section 4.1, neither of the Parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions.

ARTICLE V
CONFIDENTIALITY

The information shared pursuant to this Agreement may be confidential by law or not subject to disclosure under the Texas Public Information Act. The Parties will take reasonable measures to maintain the confidentiality of the exchanged information and not reveal or disclose the information to any person, company, or other entity without the express written consent of the non-disclosing Party. Notwithstanding the above, it is expressly understood and agreed that County and its officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act and will follow the advice, decision, and opinion of the Attorney General regarding the release of information requested pursuant to the Public Information Act.

ARTICLE VI
AUTHORITY; APPROVAL

6.1 The respective signatories of the Parties are their properly authorized officials or representatives and have the necessary authority to execute this Agreement.

6.2 This Agreement is expressly subject to and contingent upon formal approval by County's Commissioners Court and by resolution of NTTA's Board of Directors.

ARTICLE VII
NOTICE

Any notice required in this Agreement must be in writing and delivered to the address below the recipient Party's name below. Delivery must be by hand; U.S. mail sent First Class, return receipt requested; or reputable overnight courier. Notice will be deemed delivered upon actual receipt by the recipient Party or, in the case of United States mail, three days after the postmark date. Notices must be sent to:

If to County:

Attn: _____

E-mail: _____

If to NTTA via hand delivery or courier:

North Texas Tollway Authority
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

Attn: _____

*with a copy to attention of General Counsel
at same address*

If to NTTA via U.S. Mail:

North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026

Attn: _____

*with a copy to attention of General Counsel
at same address*

ARTICLE VIII
MISCELLANEOUS

8.1 Venue. Venue to enforce this Agreement lies exclusively in _____ County, Texas.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior negotiations, representations, and/or agreements, whether written or oral, pertaining to such subject.

8.3 Amendment. This Agreement may not be modified except by an instrument in writing signed by both Parties.

8.4 Relationship of the Parties. Nothing in this Agreement will be deemed or construed by the Parties as creating a joint enterprise, partnership, joint venture, or the relationship of principal and agent between County and NTTA.

8.5 No Third Party Beneficiaries. Nothing in this Agreement, or in any approval subsequently provided by either Party, may be construed as giving any benefits, rights, remedies, or claims to anyone not a party to this Agreement.

8.6 Assignment. No assignment of this Agreement will be valid without the written consent of the other Party.

8.7 Successors and Assigns. The Parties each bind themselves and their respective successors and assigns to the other party to this Agreement.

8.8 Remedies. No right or remedy granted in this Agreement or reserved to the Parties is exclusive of any right or remedy granted by law or equity, but each is cumulative of every right or remedy given hereunder.

8.9 Waiver. No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. The failure of either Party to object or take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof or of any subsequent breach or wrongful conduct.

8.10 Interpretation. This Agreement will not be constructed more or less favorably for a Party because of that Party's role, or presumed role, in drafting the Agreement.

8.11 Severability. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions will remain in full force and effect.

8.12 Headings. The articles and sections used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, which, when taken together, will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have signed one or more counterparts hereof on the respective dates shown below, to be effective as of the latest date shown (the "Effective Date").

COUNTY

_____ COUNTY, TEXAS

By: _____

Name: _____

County Judge

Date: _____

APPROVED:

ATTEST:

Name: _____
_____ County Tax Assessor-Collector

Name: _____
_____ County Clerk

NTTA:

NORTH TEXAS TOLLWAY AUTHORITY

By: _____
Gerald Carrigan, Executive Director

Date: _____

ATTEST:

Name: _____
Secretary

500626107	FTX13445072	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626854	FTX13445073	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626855	FTX13445074	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626856	FTX13445075	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626857	FTX13445076	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626858	FTX13445077	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626859	FTX13445078	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500627112	FTX13445079	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626990	FTX13445080	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626977	FTX13445081	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626978	FTX13445082	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500627016	FTX13445083	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500627054	FTX13445084	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500627034	FTX13445085	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500627134	FTX13445086	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500626998	FTX13445087	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500627103	FTX13445088	AIR-LAP1142N-A-K9	*802.11e/g/n Fixed Unified A	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	31.00	\$	31.00	\$	27.90
500627293	FTX13445089	AIR-MSE-3310-K9	*MSE Hardware SKU	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	804.00	\$	804.00	\$	723.60
502601917	JMX1345122Q	ASA5510-SSL100-K9	**ASA 5510 VPN Edition w/	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,005.00	\$	1,005.00	\$	904.50
515645304	FOC1531Y307	WS-C2960S-48PPS-L	Cisco WCS with PLUS Licen	1	NEW	21-Feb-2017	20-Feb-2018	403359220	ELLIS COUNTY	\$	1,979.00	\$	1,979.00	\$	1,781.10
828122733	FCW183480HU	WS-C2960S-48PPS-L	Catalyst 2960S 48 Gge PoE	1	NEW	21-Feb-2017	20-Feb-2018	1005991139	ELLIS COUNTY JUVENILE PROBATION	\$	398.00	\$	398.00	\$	359.40
1576751589	FDO1343R30F	WS-C3500E-48PD-SF	Catalyst 3500-X 24 Gge PoE	1	NEW	21-Feb-2017	20-Feb-2018	1005991139	ELLIS COUNTY JUVENILE PROBATION	\$	201.00	\$	201.00	\$	180.90
502011642	FDO1343R30F	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
502011075	FDO1343R30K	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
502011607	FDO1343R30M	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
502011168	FDO1343R30P	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
502011226	FDO1343R30U	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
502011354	FDO1343R30V	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
502011291	FDO1343R30Z	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
502011418	FDO1343R31A	WS-C3500E-48PD-SF	*Catalyst 3500E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	983.01	\$	983.01	\$	884.71
759174134	FOC152021V8	WS-C3500G-24TS-S	*Catalyst 3500G 24 10/100/10	1	NEW	21-Feb-2017	20-Feb-2018	1005991637	ELLIS COUNTY FARM PUMP HOUSE	\$	334.00	\$	334.00	\$	284.13
512342429	FDO1345R1UT	WS-C3750E-24TD-S	*Catalyst 3750E 24 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	630.00	\$	630.00	\$	535.93
512342587	FDO1345R09J	WS-C3750E-24TD-S	*Catalyst 3750E 24 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	630.00	\$	630.00	\$	535.93
502011932	FDO1343R22C	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
502011851	FDO1343R22S	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
502011775	FDO1343R22V	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
502012171	FDO1343R231	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
502012239	FDO1343R232	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
502011712	FDO1343R245	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
502012319	FDO1343R248	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
515645302	FDO1343R24M	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
502012023	FDO1343R25M	WS-C3750E-48PD-SF	*Catalyst 3750E 48 10/100/1	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
501855063	FOC134224PK	WS-C3750G-24PS-S	*Catalyst 3750G 24 10/100/10	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,452.00	\$	1,452.00	\$	1,235.20
501855000	FOC134224PU	WS-C3750G-24PS-S	*Catalyst 3750G 24 10/100/10	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	516.00	\$	516.00	\$	438.96
501855032	FOC134224Q	WS-C3750G-24PS-S	*Catalyst 3750G 24 10/100/10	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	516.00	\$	516.00	\$	438.96
501855301	FOC134224O4	WS-C3750G-24PS-S	*Catalyst 3750G 24 10/100/10	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	516.00	\$	516.00	\$	438.96
1022331073	FDO1343R2045	WS-C3750X-24PS-L	Catalyst 3750X 24 Port PoE	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	378.00	\$	378.00	\$	340.20
564166401	FOX14156RHV	WS-C4648-10GE	*Catalyst 4948, optnl sw, 48"	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,811.00	\$	1,811.00	\$	1,629.90
564166430	FOX14156RTP	WS-C4648-10GE	*Catalyst 4948, optnl sw, 48"	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	1,811.00	\$	1,811.00	\$	1,629.90
500532209	WS-C6509-E	Catalyst 6500 Enhanced 9-ai	Catalyst 6500 Enhanced 9-ai	1	NEW	21-Feb-2017	20-Feb-2018	2000886105	ELLIS COUNTY	\$	13,650.00	\$	13,650.00	\$	12,285.00
										\$		\$		\$	44,059.17

*End dates in red indicate Cisco's end-of-support date for that item. Cisco will no longer support this item beyond that date.