

Racial Profiling Report | Tier one

A2

Agency Name: Ellis County Constable Pct 1
Reporting Date: 03/07/2017
TCOLE Agency Number: 139101
Chief Administrator: Roy Callender Jr.
Agency Contact Information:
Phone: 972-825-5326
Email: roy.callender@co.ellis.tx.us
Mailing Address: 207 South Sonoma Trail
Ennis Texas 75119

COPY

This Agency claims partial racial profiling report exemption because:

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

Certification to This Report 2.132 (Tier 1), Partial Exemption

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

Ellis County Constable Pct 1 has adopted a detailed written policy on racial profiling. Our policy:

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

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

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

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

a.) the Commission on Law Enforcement; and

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

Executed by: Roy Callender Jr.

Chief Administrator

Ellis County Constable Pct 1

Date: 03/07/2017

Ellis County Constable Pct 1 Motor Vehicle Racial Profiling Information

Total stops: 19

Number of motor vehicle stops

Citation only: 19

Arrest only: 0

Both: 0

Race or ethnicity

African: 1

Asian: 0

Caucasian: 13

Hispanic: 5

Middle eastern: 0

Native american: 0

Was race known ethnicity known prior to stop?

Yes: 0

No: 19

Was a search conducted

Yes: 0

No: 19

Was search consented?

Yes: 0

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement

A4

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS**

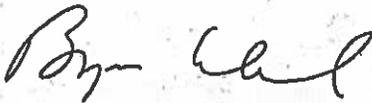
**COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION**

This is to certify that

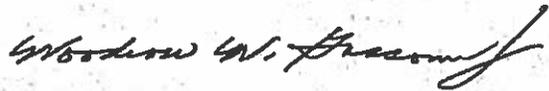
Paul Perry
Ellis County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2016



Byron Underwood, Chairman
Commissioners Education Committee



Woody Gosson, President
County Judges and Commissioners
Association of Texas



AS

REGIONAL AGING ADVISORY COMMITTEE NOMINATION FORM

Submitted By: BILL DODSON Date: 4/7/16

Name of Nominee: CATHERINE A. GANNON

Mailing Address: 1234 SUGAR RIDGE RD
ENNIS TX 75119

Telephone: Business: 214-608-7434 Home: 972-846-2015

FAX number: 972-846-2015 E-mail address: gannon.catherine@gmail.com

Military Veteran: Yes: No:

Retired: Yes: No:

Business: Name of Firm: N/A
Title: _____

Racial/Ethnic Group (check one) White (non-Hispanic origin) Black (non-Hispanic origin)
 Hispanic Asian or Pacific Islander American Indian or Alaska Native

Male Female

(check one) Under age 60: Age 60 or over:

Educational Background: HS + SOME COLLEGE

Civic Affiliations (e.g., United Way, etc.):

HELPING HANDS OF ENNIS - BOARD MEMBER +
MEALS ON WHEELS - PAST VOLUNTEER * PAST PRESIDENT

Experience with the elderly:

HAVE ASSISTED & MANAGED CARE FOR 5 AGING FAMILY
MEMBERS OVER LAST 9 YEARS. FAMILIAL WITH IN-HOME
NURSING CARE, ASSISTED LIVING, REHAB, NURSING HOME &
HOSPICE. CURRENTLY HAVE 2 IN NURSING HOME +
What do you consider to be the major needs of the elderly? 2 AT HOME w/ FULL TIME CARE
GUIDANCE FOR FAMILIES ON OPTION ALTERNATIVES
AS WELL AS LEGAL + FINANCIAL IMPLICATIONS.

Please mail or fax to:

Doni Green
North Central Texas Area Agency on Aging
PO Box 5888
Arlington, TX 76005-5888
Fax: (817) 695-9274

FI

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
001-0210-40964-00000-000	Contracting Elections	\$28,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50942-00000-000	Election Expenses	\$11,250.00
001-0210-50848-00000-000	Holding Salary	\$17,000.00
001-0210-50823-00000-000	Legal Notices	\$250.00

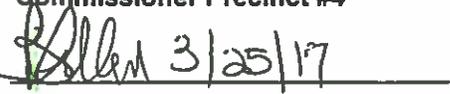

Signature of Department Head

3-23-17
Date Signed

Elections
Department

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

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

Approved by County Auditor's Office: 

Needs court approval

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
003-0601-50915-00000-000	RB1 Asphalt	\$30,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-50911-00000-000	RB1 Gravel	\$30,000.00



Signature of Department Head

4/5/17
Date Signed

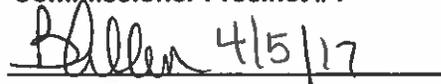
Road & Bridge Pct.1
Department

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:

 4/5/17

Needs court approval



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA



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

March 31, 2017

Request for Approval of April 11, 2017

Commissioners Court

<u>Refund to be Issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Corelogic	139771	\$ 5,958.87
Caliber Home Loans	149310	\$ 5,433.93
Rueben Garcia	166052	\$ 3,484.94
Cari Bowling	189008	\$ 3,136.75
Old Republic Title	192280	\$ 6,000.00
Corelogic	230228	\$ 3,173.09
Nationstar Mortgage	258537	\$ 5,446.54
Origin Bank	258569	\$ 8,296.52
Texas Taco Cabana	259276	\$ 8,191.09

TAX Refunds
Consent agenda
DL

[Handwritten signature]
4/3/17



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.1**

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 four (4) residential lots from meeting the minimum fire hydrant requirements. Property contains ± 16.387 acres of land in the T.F. McCrary Survey, Abstract No. 1287, located on the north side of FM 916 and ± 360 feet west of Brindley Road, in the extraterritorial jurisdiction (ETJ) of Maypearl, Road & Bridge Precinct No. 3, as requested by Lee Crow.

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. Mountain Peak Special Utility District states there is presently 2½-inch water line available in this area, however plans to upgrade this line to a 12-inch line are pending. This variance will only be valid until such time that the new waterline is in place. At such time, the applicant, future successors or water provider will be required to provide fire hydrants that meets the requirements for this property.

The applicant is seeking this variance to this requirement prior to seeking plat approval on the property for four (4) lots.

History:

There is no record of any prior variance or plat approval for this property.

Transportation:

This property is located on FM 916 and that road is classified as a principal arterial with a total right-of-way dedication of 100-130 feet. Each lot is proposed to have access to this road. At a County-wide level, staff is concerned that there will be many residential drive cuts accessing current or future arterial roads as designated in the County's Thoroughfare Plan, thus limiting the true purpose of the arterial roads to carry a high load of traffic with minimal access points.

Should it be the wish of the Commissioners' Court, staff is proposing an amendment to the current regulations for adoption in the near future to minimize residential access onto thoroughfares. Such an amendment will have positive long-term effects for the future mobility of the County and its residents.

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.

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 platted prior to the issuance of any building permit.
- 2) A building permit shall be submitted for review to the Department of Development prior to the construction of any new structure.
- 3) When the existing waterline is increased to at least six (6) inches, the current applicant, property owners or successors, or water provider shall place fire hydrants no later than six

(6) months from the time the new waterline is installed. These fire hydrants shall meet all the County's requirements and regulations in place at that time.

ATTACHMENTS:

1. Location Map
2. Applicant's letter
3. Utility letter

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, APRIL 11, 2017**

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Alberto Mares", with a horizontal line extending to the right.

Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property

ATTACHMENT NO. 2

March 22, 2017

Ellis County Commissioners Court

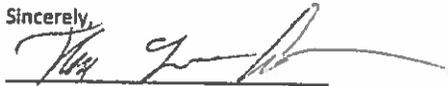
Ellis County Department of Development
109 S. Jackson Street
Waxahachie, Texas 75165

Attention: Lisa Yates

Dear Commissioners:

I would like to request a variance for the requirement of a fire hydrant on the properties located on FM 916 in Maypearl due to the fact that Mountain Peak has a 2 ½" line there and will not support a fire hydrant.

Sincerely,



Thomas Lee Crow
P.O. Box 32
Maypearl, Texas 76064
972-299-9101

Mountain Peak Special Utility District

5671 Waterworks Road · Midlothian, TX 76065
Telephone (972) 775-3765 · Fax (972) 775-6508

To whom it may concern;

The subject property at F.M. 916 in Maypearl Texas (1287 T F MC CRARY 16.387 ACRES), is within the service area of Mountain Peak SUD.

Mountain Peak SUD endeavors to service any customer in our certified area. Additional service in this area should be available. Mountain Peak SUD services this area with a 2 ½" water line however, plans for a 12" water line are currently pending. Without formal application, hydraulic analysis and payment of appropriate fees, Mountain Peak cannot guarantee approved supply; however, the area in question seems to have adequate supply at this time for the additional water service requested.

If you have any questions please call me at 972-775-3765.

Thank You,

Randel Kirk (General Manager)
Mountain Peak S.U.D.
Ph# 972-775-3765
Email: randelkirk@mtpeakwater.com



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

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 an additional residential structure without meeting the minimum road frontage requirement. Property contains ± 4.128 acres of land in the J C Paxton Survey, Abstract Nos. 854 & 855, located at 226 Leisure Road, in the extraterritorial jurisdiction (ETJ) of Waxahachie in Road & Bridge Precinct No. 3, as requested by Scott Settlemyer.

BACKGROUND INFORMATION:

Purpose:

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 a second residential structure on the property without meeting the minimum road frontage requirement. The property currently sits on a private road, Leisure Road that was partially built by the Super Collider.

History:

Based on available records, this property was divided in 1997. The Super Collider once owned the surrounding property but sold off the parcels, which left the property owner without any the minimum County road frontage necessary to build a second residential structure through the family variance. Ellis CAD records indicate a mobile home has been on this site since 2002.

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) The new residential structure shall tie into a separate on-site sewage facility.

ATTACHMENTS:

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

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

SUBMITTED BY:



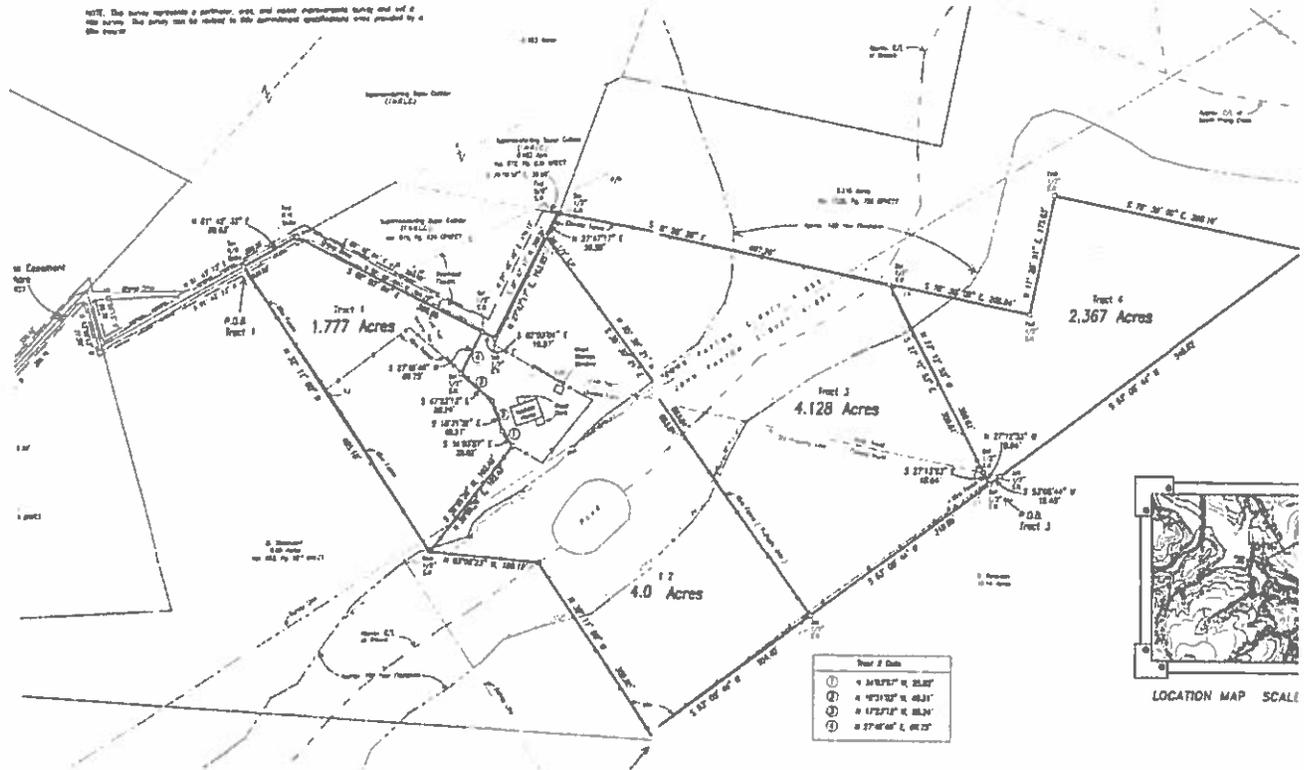
Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



 **Subject Property**

ATTACHMENT NO. 2



ATTACHMENT NO. 3

Lisa Yates

From: Lisa Yates <lisa.yates@co.ellis.tx.us>
Sent: Friday, March 24, 2017 9:39 AM
To: 'pct3@co.ellis.tx.us'
Subject: VARIANCE REQUEST
Attachments: LEISURE RD.pdf

Commissioner Perry – I have attached a request for a variance and a copy of the overview of the location of the property in question. The property all around Mr. Stottlemeyer was Super Collider land at one time and they sold off all the parcels, therefore leaving Mr. Stottlemeyer without any county road frontage access but with only private road (Leisure Road) frontage on a road that was partially built by Super Collider. He is requesting to place a 2nd house on the property for his son to live with a new septic. His lot is outlined in black and his brothers property is the property outlined in the light blue. Please feel free to call or email if you have any questions/comments or concerns.

Thank you and Have a great weekend.

Lisa Yates
Subdivision Coordinator
972-825-5200





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

AGENDA CAPTION:

Conduct a public hearing to consider and act upon a replat of Lot 94 & 97, Spanish Grant Addition, Phase IV. Property contains \pm 2.512 acres of land located at 4030 & 4040 Olvido Road, Waxahachie, Road & Bridge Precinct No. 3, as requested by Jason Williams.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting this replat to adjust the lot lines of these two (2) previous platted properties. Approximately \pm 0.30 acres is being transferred from Lot 94 to Lot 97.

History:

A final plat of Spanish Grant, Phase IV was approved and filed with the Ellis County Clerk on July 23, 1982.

At its February 28, 2017 meeting, the Commissioners' Court approved a variance to Section II (H) (Utility Service) to waive fire hydrant connection requirement as the existing waterline from Carroll Water Company is only two (2) inches in this area. This replat will satisfy the first of two (2) conditions placed on the variance approval. The second conditions reads as follows, "*A building permit must be submitted for review to the Department of Development prior to the construction of any new structure.*"

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised times in the Waxahachie Daily Light on Thursday, March 16, 2017. This item has been advertised on the County's website on Friday, March 10, 2017. A total of forty-four (44) people were notified of this request. All required notifications have been satisfied.

RECOMMENDATION:

Staff recommends **approval** of this replat, as presented.

ATTACHMENTS:

1. Location Map
2. Proposed Replat
3. News Notice

SUBMITTED BY:

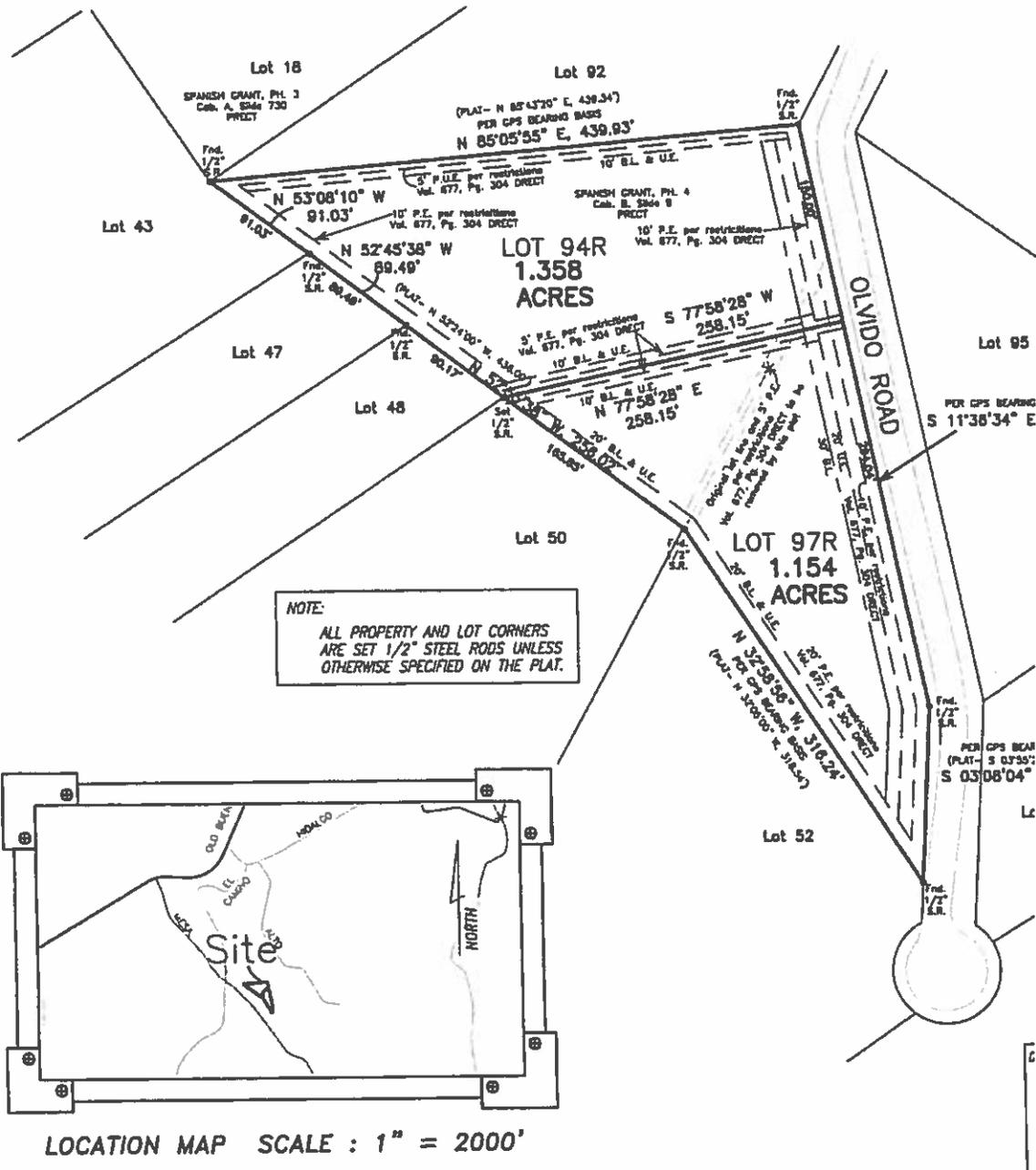
A handwritten signature in black ink, appearing to read "Alberto Mares", with a horizontal line underneath.

Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property



Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lots 94 & 97, located in Spanish Grant Phase IV, a subdivision in Ellis County, Texas. Located at 4040 Olvido Road, Waxahachie The application will be presented to the Ellis County Commissioner s Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 2:00 P.M., April 11, 2017.



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

AGENDA CAPTION:

Conduct a public hearing to consider and act upon a replat of Lot 4, Wickcliffe Farm. Property contains ± 3.408 acres of land located at on the north side of FM 780 and ± 1,260 feet south of Mohundro Drive, Ferris, Road & Bridge Precinct No. 1, as requested by Anthony Nagle, Sr.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting this replat to create an additional lot from a previous platted property to build two (2) separate residential structures. Each lot will have ± 1.70 acres.

History:

A final plat of Wickcliff Farm was approved in June 1983.

At its September 13, 2016 meeting, the Commissioners' Court approved a variance to Section II (H) (Utility Service) to waive fire hydrant connection requirement as the existing waterline did not meet the minimum requirement of six (6) inches.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised times in the Waxahachie Daily Light on Thursday, March 16, 2017. This item has been advertised on the County's website on Friday, March 10, 2017. A total of seven (7) people were notified of this request. All required notifications have been satisfied.

RECOMMENDATION:

Staff recommends **approval** of this replat, as presented.

ATTACHMENTS:

1. Location Map
2. Proposed Replat
3. News Notice

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Alberto Mares", with a horizontal line underneath.

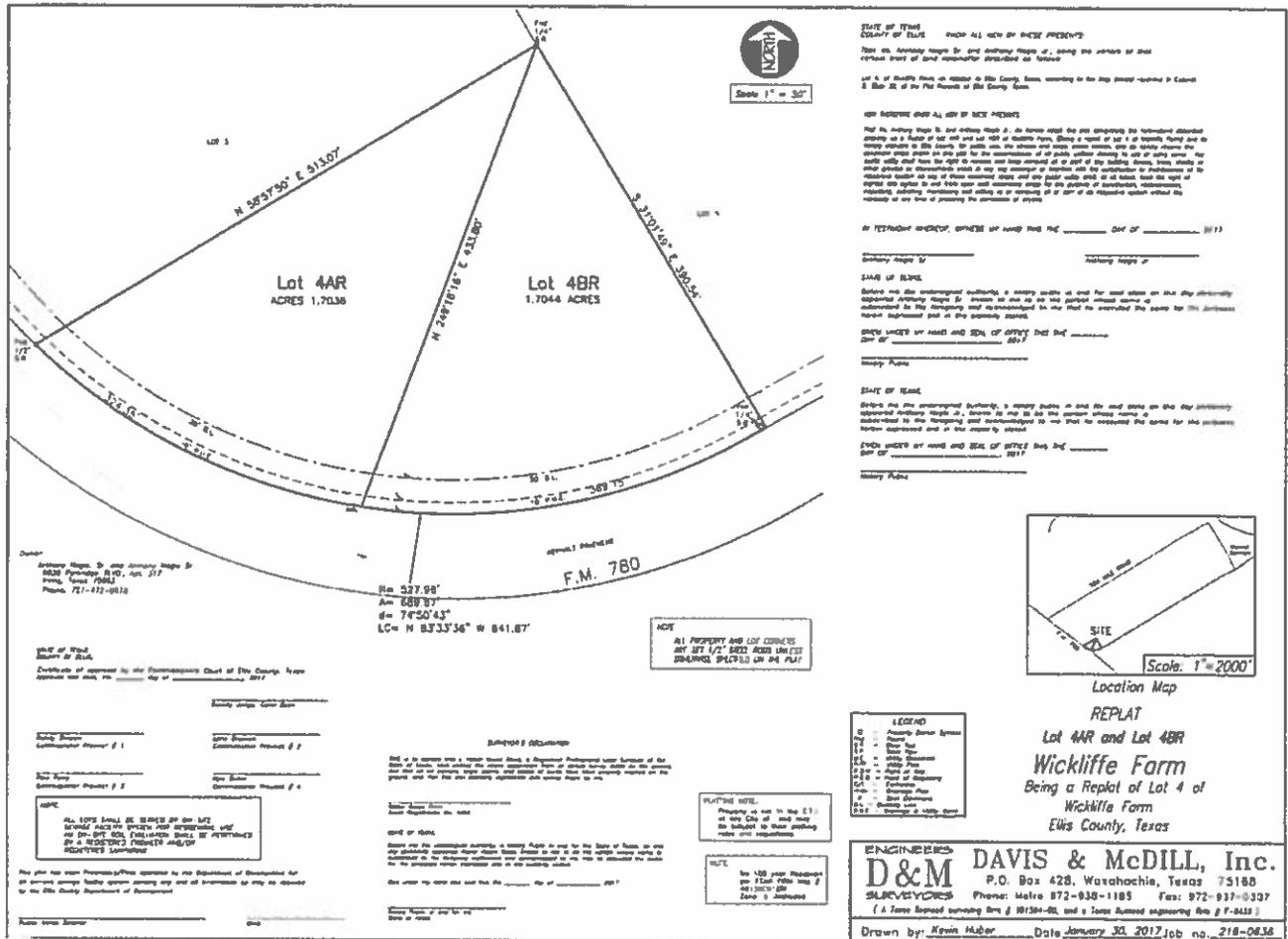
Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property

ATTACHMENT NO. 2



Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lot 4, located in Wickliffe Farm, a subdivision in Ellis County, Texas. Located at 2400 block of FM 780, Ferris. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 2:00 P.M., April 11, 2017.



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

AGENDA CAPTION:

Conduct a public hearing to consider and act upon a replat of Lots 41-47, Maypearl Hidden Hills and a \pm 0.6150-acre portion of DuBose Way. Property contains \pm 19.084 acres of land located at on the north side of DuBose Way and \pm 1,260 feet west of South Oak Branch Road, Maypearl, Road & Bridge Precinct No. 3, as requested by Mark Chapman.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting this replat to create a total of eleven (11) lots from a previous platted seven (7) lots. The result will be a net increase of four (4) lots.

History:

A final plat of Maypearl Hidden Hills was approved and filed with the Ellis County Clerk on November 5, 2010. Although there are homes built on other parts of this subdivision, this portion does not contain any residential structures.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised times in the Waxahachie Daily Light on Thursday, March 16, 2017. This item has been advertised on the County's website on Friday, March 10, 2017. A total of eight (8) people were notified of this request. All required notifications have been satisfied.

RECOMMENDATION:

Staff recommends **approval** of this replat, as presented.

ATTACHMENTS:

1. Location Map
2. Proposed Replat
3. News Notice

SUBMITTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property

Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lots 41-48, located in Maypearl Hidden Hills, a subdivision in Ellis County, Texas. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 2:00 P.M., April 11, 2017.

CONTRACT PRICING WORKSHEET
for MOTOR VEHICLES In The State Of Texas

BUY BOARD SALES QUOTE	
Buying Agency: Harlingen Consolidated Independent School District	Contractor: LANDMARK EQUIPMENT
Contact Person: ROGER FRENCH	Prepared By: GARY LYLE
Phone: 214-980-5670	Phone: 972-579-9999
Location City, State: ITALY, TX	Contract No.: 424-13
Date: Thursday, January 19, 2017	Product Code:

Product Description: **BUSH HOG 3810 TURF-FLEX FLEX-WING MOWER W/DECK RINGS (MANUFACTURERS LIST PRICE)**

A. Item Base Unit Price 3810RR2 **\$ 17,436.00**

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
50069764	CV DRIVELINE 540 PTO	\$1,103.00	50054505	PERMA LEVEL HITCH	\$336.00
50074158	DUAL AXLE ARMS CENTER AXLE	\$1,185.00			\$0.00
50075164	SINGLE ARM WING AXLE	\$482.00		BUY BOARD DISCOUNT OF 17%	(\$3,943.00)
50076225	5 - FOAM FILLED TIRES	\$1,655.00		OFF OF MANUFACTURERS LIST	\$0.00
50070419	DOUBLE ROW CHAIN GUARDS	\$998.00		Subtotal From Additional Sheet(s):	\$0.00
Subtotal B:					\$1,816.00

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
		\$0.00			\$ -
					\$ -
					\$ -
Subtotal From Additional Sheet(s):					\$ -
Subtotal C:					\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

FACTORY FREIGHT TO DEALER	\$ -
MAKE READY/PREDELIVERY INSPECTION AND DELIVER TO CUSTOMER	\$ 596.00
	\$ 300.00
Subtotal D:	\$ 896.00

E. Unit Cost of Item Before Fees & Non-Equipment Charges (A+B+C+D) **\$ 20,148.00**

Quantity Ordered X 1

F. H-GAC Fee Calculation (From Current Fee Tables) **NO CHARGE FOR BUY BOARD \$ -**

G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)

	\$ (4,487.00)
Subtotal G:	\$ (4,487.00)

H. Total Purchase Price (E+F+G): **\$ 15,661.00**

(Please Type, or Print Legibly) Estimated Delivery Date: _____



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brazos Valley Equipment Co.
4839 Interstate 45
Ennis, TX 75119
972-878-9691
robert.graham@brazosvalleyeq.com

Quote Summary

Prepared For:

Ellis County Pct #3
933 College
Italy, TX 76651
Business: 214-483-7477

Delivering Dealer:

Brazos Valley Equipment Co.
Robert Graham
4839 Interstate 45
Ennis, TX 75119
Phone: 972-878-9691
robert.graham@brazosvalleyeq.com

I certify that all tax-exempt items on this purchase order are used exclusively for Agriculture use.

Quote ID: 14646667
Created On: 24 January 2017
Last Modified On: 25 January 2017
Expiration Date: 28 February 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5115M Utility Tractor Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: January 24, 2017	\$ 80,419.40	\$ 59,510.35 X	1 =	\$ 59,510.35 <i>PRICE @ 74,937.87</i>
JOHN DEERE 6120E Cab Tractor (101 PTO hp) Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: January 24, 2017	\$ 83,948.20	\$ 62,233.49 X	1 =	\$ 62,233.49 <i>PRICE @ 77,661.01</i>
JOHN DEERE CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPM- Stump Jumpers - Single Suction Blades - 5 Foam filled Tires Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: January 24, 2017	\$ 20,848.00	\$ 15,427.52 X	1 =	\$ 15,427.52 <i>DOUBLE + 9.99.00 CHAINS GUAM</i>
JOHN DEERE MX8 Semi-Mount, Hydraulic Offset, Rotary Cutter - 540 RPM PTO Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: January 25, 2017	\$ 7,534.00	\$ 5,575.16 X	1 =	\$ 5,575.16
Equipment Total				\$ 142,746.52

Salesperson : X _____

Accepted By : X _____

Confidential



Fax - 972-483-7478

ATTN - Roger



Quotation

Waxahachie Equipment Co. Inc.



3851 S I35 East

Waxahachie, Tx

Phone 972-935-5870,

WAXAHACHIE EQUIPMENT CO., INC.
3851 South I-35 East, Waxahachie, TX 75165

Office (972) 937-5870

Mobile (254) 707-0152

Fax (972) 937-9560



LANE MILLER

PARTS / SALES

Lane.Miller@waxeq.com



Date January 26, 2017

To Ellis County Precinct 3

Italy, Tx

Phone 972-825-5340

Quantity	Description	Amount
1 New	Bushhog 2810 Flex Wing Cutter—10'6" cut counter weight, deck rings, foam tires, 540 PTO double chain and 250hp rated gearboxes.	13,250.00
1 New	MAXIM Case Farmall 120C—115hp engine and 95hp PTO 540/1000 pto shaft, 12x12 power shuttle trans. Cab/air/heat, radio, 2 rear remotes. MFWD and standard rear weights.	52,950.00
	quote a m ^c instead of c ⁱ	69,400.00
	<u>82,650.00</u>	00
	Total	66,200.00

Other information and Financing:

Bushhog Discounts = 45%

Case Discounts = 30%

By Lane Miller

HOLT



549 W. LOOP
 Fort Worth , TX 76108
 210.288.9020

Date: 3/21/2016
 Attn: Ellis City Precinct 3

brady.duncan@holtcat.com

Model	Description	Per Day	Per Week	Per Month	Haul Charge	
					Delivery	Pick Up
CW16		\$ 272.00	\$ 807.50	\$ 2,422.50	\$ -	\$ -
		#N/A	#N/A	#N/A	\$ -	\$ -
		#N/A	#N/A	#N/A	\$ -	\$ -
		#N/A	#N/A	#N/A	\$ -	\$ -
		#N/A	#N/A	#N/A	\$ -	\$ -

FTV Insurance = Y/N ==>		N		
Model	Day	Week	Month	14% of rental rate
CW16	\$ -	\$ -	\$ -	
0	\$ -	\$ -	\$ -	
0	\$ -	\$ -	\$ -	
0	\$ -	\$ -	\$ -	
0	\$ -	\$ -	\$ -	

**Subject to change due to availability and machine location.

SALES TAXES		TAX EXEMPT? Y		
Model	Day	Week	Month	
CW16	\$ -	\$ -	\$ -	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	

TERP TAX				
Model	Day	Week	Month	
CW16	\$ -	\$ -	\$ -	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	

HET TAX				
Model	Day	Week	Month	
CW16	\$ -	\$ -	\$ -	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	
0	#N/A	#N/A	#N/A	

ENVIRONMENTAL FEE	
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TOTAL ESTIMATED RENTAL	Day	Week	Month
CW16	\$ 272.00	\$ 807.50	\$ 2,422.50
0	#N/A	#N/A	#N/A
0	#N/A	#N/A	#N/A
0	#N/A	#N/A	#N/A

0	#N/A	#N/A	#N/A
---	------	------	------

****not on the printable sheet*****

MODEL	DISCOUNT%		
	Day	Week	Month
CW16			
0			
0			
0			
0			

TOTAL ESTIMATED RENTAL W/ DISC	Day	Week	Month
CW16	\$ 272.00	\$ 807.50	\$ 2,422.50
0	#N/A	#N/A	#N/A
0	#N/A	#N/A	#N/A
0	#N/A	#N/A	#N/A
0	#N/A	#N/A	#N/A



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

January 6, 2017

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International. TASER is also the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
10. CEW Holsters:

- Right-hand X2 holster by BLACKHAWK Model: 22501
- Left-hand X2 holster by BLACKHAWK Model: 22504
- Right-hand X26P holster by BLACKHAWK Model: 11501
- Left-hand X26P holster by BLACKHAWK Model: 11504

11. TASER Simulation Suit II Model 44550

TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through TASER International, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS Choose an item.	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
<p>TASER International, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p>	<p>TASER International, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p>

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
 Executive Vice President, North American Sales
 TASER International, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

▲ AXON, Axon, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., some of which are trademarks in the US and other countries. For more information visit www.taser.com/legal. All rights reserved. © 2017 TASER International, Inc.

obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current transactional charge(s) for the Alternate Materials that is displayed at the time of access.

____ Subscriber elects access to Alternate Materials
 (Initial)

2.3 The Term of the Agreement will be for Committed Terms listed in the table below Section 2.3 (the "Term"). Upon the expiration of the Committed Term, the Agreement and Amendments will automatically terminate at the end of the Committed Term in absence of a renewing amendment.

2.4 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
5/1/2017 - 4/30/2018	810.00
5/1/2018 - 4/30/2019	826.00
5/1/2019 - 4/30/2020	842.00

2.5 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified below is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

Number of Government Professional Users:	18
--	----

3. Miscellaneous

Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

4. Closed Offer

The prices and other terms are subject to change to if Subscriber has not submitted a signed original or copy on or before 4/20/2017.

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

AGREED TO AND ACCEPTED BY:

Subscriber: ELLIS COUNTY AND DISTRICT ATTORNEY

[MUST BE COMPLETED BY SUBSCRIBER]

Authorized Subscriber Signature:

Printed Name: _____

Job Title: _____

Date: _____

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	ELLIS COUNTY AND DISTRICT ATTORNEY	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	109 S. Jackson	
City:	Waxahachie	
State:	TX	
Zip:	75165	
County:	Ellis	
Telephone:	972.825.5215	
Fax:	972.825.5047	
Parent Company: (if applicable)		

Type of Organization:

Legislative

Judicial

Executive

Professional User: _____

Practicing Area of Law: _____

Support Staff: _____

Employer Identification Number: _____

Bar No: _____

Issuing State: _____

Date Issued/Expiration Date: _____

Organization Web Address: _____

Tax Exempt: Yes (attach Sales Tax Exemption Certificate)

MSA: Yes No

No

Tax ID No: _____

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Kelli Wallace	972.825.5215	kelli.wallace@co.ellis.tx.us
Billing:	Kelli Wallace	972.825.5215	kelli.wallace@co.ellis.tx.us
Policy/Legal Notification:	Kelli Wallace	972.825.5215	kelli.wallace@co.ellis.tx.us
Scheduling/Training:	Kelli Wallace	972.825.5215	kelli.wallace@co.ellis.tx.us
	Name	Telephone	
Super Admin:	Kelli Wallace	972.825.5215	
	Email	IP Address	
	kelli.wallace@co.ellis.tx.us		

CUSTOMER ID INFORMATION (Please type or print)

ID HOLDERS' NAMES (additional sheet attached <input checked="" type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS



This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and ELLIS COUNTY AND DISTRICT ATTORNEY ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

4. Miscellaneous.

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

ELLIS COUNTY AND DISTRICT ATTORNEY
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

2.5

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: ELLIS COUNTY AND DISTRICT ATTORNEY
 Billgroup #: _____
 LN Account Manager: Abbey Willis

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 36 months beginning May 1, 2017 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

Price Table		
Monthly Minimum Users:		7
Standard Features Fee:		\$70.00
Premium Features Fee:	N/A	\$0.00
Total Monthly User Fees (per User):		\$70.00
Total Monthly Minimum Amount:		\$490.00

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 2%.

March 6, 2017

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Dockets
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business Report
Comprehensive Healthcare Provider Report
Court Search Wizard
D&B Global Market Identifiers
D&B Search
DE Corporation Search and Report
Email Search
Flat Rate Healthcare Business Report
Flat Rate Healthcare Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time MVR
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) total User Fees and applicable Transactional Fees; or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before April 15, 2017.

March 6, 2017

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party.

AGREED TO AND ACCEPTED BY: ELLIS COUNTY AND DISTRICT ATTORNEY

Signed: _____

Name: _____

Title: _____

Date: _____

March 6, 2017

Accurint for Government
 (Updated January 12, 2017)
 (Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$18.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$18.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00

March 6, 2017

Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Search	\$0.25
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$0.10
-Research And Identify Custodial Location	\$0.00
- Long distance charges, phone charges, initial and follow up calls	\$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
-Deliver Notice To All/3rd Party Notices	\$0.00
-Serve Subpoena To Custodian Of Record	\$0.00
-Pick-Up Scheduling And Two (2) Field Trips	\$0.00
-Mileage	\$0.00
-Return Record Review For Completeness And Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00

-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00
-Hard Copy Per Page, Authorization (not discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00
-X-Ray Duplication (not discountable)	\$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
-Phone Charges	\$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
-Record Receipt And Review (QA)	\$0.00
-Electronic Posting Of Record, Per Page	\$0.00
-Hospital Charting (charged per page) (not discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00

March 6, 2017

Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	

Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00

March 6, 2017

-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.50
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50

March 6, 2017

-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50

March 6, 2017

Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	-

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency:	Main phone number for address*:
If this application is for an additional account, Parent account number:	*If this is a cell, additional documents may be required Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 mos:
Website address:	External Agency IP Address (https://www.whatismyip.com):
External Agency IP Range – From:	External Agency IP Range – To:
Agency information:	
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement
<input type="checkbox"/> Other (please explain):	<input type="checkbox"/> Local/Municipal Government <input type="checkbox"/> Local/Municipal Law Enforcement
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)	
Product Administrator or Main Contact (first & last name):	Title:
E-Mail Address:	Admin IP Address:
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip):	Administrator Date of Birth:
Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/>	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes – please provide proof of exemption
Do you require a PO number on invoice: <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:	
Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Contact Email Address:	

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:	Date Signed:
Applicant Name:	Title:

Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTCC)

This Non-FCRA Addendum (the "Non-FCRA Addendum") is entered into as of _____ (the "Effective Date"), by and between LexisNexis Risk Solutions FL Inc. and its Affiliates (hereinafter, "LNRSFL"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and _____ (hereinafter, "Customer"), with its principal place of business located at _____, each individually referred to as the "Party" and collectively as the "Parties."

WHEREAS, Customer has executed the LexisNexis Master Terms and Conditions (form LNMTCC) (the "Master Terms") for the LN Services (as defined in the Master Terms); and

WHEREAS, the Parties wish to add certain terms and conditions to the Master Terms to govern the provision of Non-FCRA LN Services (as defined below).

NOW, THEREFORE, LNRSFL and Customer agree to be mutually bound by the additional terms and conditions of this Non-FCRA Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

- 1. Non-FCRA Use Restrictions.** The LN Services provided pursuant to this Non-FCRA Addendum and described in a Schedule A (as defined in the Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Non-FCRA Addendum, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section 1, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.
- 2. General.** Customer and LNRSFL agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Master Terms; (ii) this Non-FCRA Addendum modifies and amends only those specific terms of the Master Terms expressly referenced herein; and (iii) all terms of the Master Terms are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties; and (iv) the LexisNexis Risk Solutions Application, the Master Terms, the Non-FCRA Addendum and the applicable Schedules A are collectively referred to as the "Agreement" for purposes of governing the provision and use of the Non-FCRA LN Services.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Non-FCRA Addendum on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____

(mm/dd/yy)

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: _____
 DBA: _____
 Address: _____
 City, State, Zip: _____
 Contact Name: _____ Phone: _____
REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
 Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
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<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

- Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

- Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.
- Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:
 - Fraud Prevention and identity verification purposes
 - For uses permitted or required by law
 - For uses permitted or required by governmental rules
 - For uses permitted or required by regulation
 - For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party Intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____

(mm/dd/yy)

Application for Ellis County Emergency Service District Board

Name Daniel Ballard
 Address 514 Derris Chapel Rd.
Italy TX 76651
 Phone Home _____
 Work _____
 Mobile 972.825.7199
 E Mail dballard207@gmail.com
 Emergency Service District applying for President

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship. J. D. CATE (Cousin by marriage by mar)
Sherry McBride (Aunt) Bobby McBride (Uncle)
~~Bobby McBride (Uncle)~~ Donald Chambers (Uncle in law)
Michael Chambers (Cousin by marriage) Brad Chambers (Cousin by marriage)

Do you live within this district? Yes How long have you lived in Ellis County? 42 yrs
 US Citizen? Yes Registered voter? Yes
 Current employer GCATS Investments
 Military Service NA

Have you filed federal income tax returns for the past five (5) years? If no, give details Yes

Have you ever been arrested? If yes, give details No

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details. No

Have you ever been delinquent in child support payments? If yes, give details No

Has your driver license ever been suspended? If yes, give details No

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) No

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?

No

Please tell us about your business experience and your experience on other boards.

My business experience is in electrical contracting and project management. I bill and quote jobs. I have not served on any other boards.

What do you hope to accomplish as a member of the Emergency Service District Board?

To help serve my community -

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. ___ that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

3-17-2017
Date

Stephanie Parker
Ellis County, TX
616 Six Flags Drive
Arlington TX 76011
United States
Ph: (972) 825-5199
emc@co.ellis.tx.us

March 28, 2017

Dear Ms. Parker,

This letter is to advise you that Quote number Q-01330-1 is renewal of Everbridge services pursuant to the Everbridge, Inc. Core Platform Service Agreement dated May 21, 2014 by and between Ellis County, TX and Everbridge, Inc "(Agreement)". No changes shall be made to the Agreement.

Quote number Q-01330-1 is the exercise of the County's first two option years, as noted in Quote number 00009722. The first option period is from May 21, 2017 to May 20, 2018 and the second option period is from May 21, 2018 to May 20, 2019. Fees will be billed annually, and each year is for a total of \$11,962.50.

Best,

Ethel Olague

Ethel Olague
Account Manager – State and Local Government
Ph: 818-230-9752
E: ethel.olague@everbridge.com



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:
Stephanie Parker
Ellis County, TX
616 Six Flags Drive
Arlington TX 76011
United States
Ph: (972) 825-5199
Fax:
emc@co.ellis.tx.us

Quote #: Q-01330-1
Date: 2/15/2017
Expires On: 5/20/2017
Confidential

Salesperson: Ethel Olague
Phone: (818) 230-9752
Email: ethel.olague@everbridgemail.com

Contract Summary Information:

Contract Period:	24 Months
Contract Start Date:	5/21/2017
Contract End Date:	5/20/2019

Contact Summary:

Household Count:	17,000
Employee Count:	

Year 1

QTY	DESCRIPTION	PRICE
1	Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	USD 11,962.50
Year 1 TOTAL:		USD 11,962.50

Pricing Summary:

Year One Fees*:	USD 11,962.50
One-time Implementation and Setup Fees:	USD 0.00
Total Year One Fees Due:	USD 11,962.50

Ongoing Fees:

Year Two Fees*:	USD 11,962.50
-----------------	---------------

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

Authorized by Everbridge:

Signature:	_____	Date:	____/____/____
Name (Print):	_____	Title:	_____

To accept this quote, sign, date and return:

Signature:	_____	Date:	____/____/____
Name (Print):	_____	Title:	_____

155 North Lake Avenue, Suite 900
 Pasadena, CA 91101 USA
 Tel: +1-818-230-9700
 Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

3.6



KAUFMAN COUNTY
KAUFMAN, TEXAS 75142

RECEIVED

MAR 27 2017

COUNTY JUDGE

BRUCE WOOD
COUNTY JUDGE
(972)932-0218
March 24, 2017

Honorable Carol Bush
Ellis County Judge
101 W. Main St.
Waxahachie, Texas 75165

Dear Judge Bush:

Kaufman County has began an initiative towards dedicating the Trinity River Bridge on State Highway 34 (on the Kaufman/Ellis County line) in honor of SSG Robert E. Cochran. Mr. Cochran was a lifelong native of Rosser, TX and was killed in action during the Vietnam War. Today, Kaufman County Commissioners' Court passed a resolution assigning the memorial designation to the Trinity River Bridge, a copy of which is enclosed herein.

We have been working with the Texas Department of Transportation regarding this designation for several weeks now. They have advised us that since the dedication signs will be located on the Kaufman and Ellis County side of the bridge that Ellis County will have to pass the same resolution.

Kaufman County would like to request that the Ellis County Commissioners' Court consider passing the Resolution Supporting the Dedication of the Trinity River Bridge on Highway 34 as a Memorial Bridge in Honor of SSG Robert E. Cochran. I have enclosed some information regarding SSG Robert E. Cochran.

If you have any questions and/or need anything further, please do not hesitate to contact my office.

Sincerely,

Bruce Wood

BW/at
encl.

**RESOLUTION SUPPORTING THE DEDICATION OF THE TRINITY RIVER BRIDGE
ON HIGHWAY 34 AS A MEMORIAL BRIDGE IN HONOR OF STAFF SERGEANT
ROBERT E. COCHRAN**

STATE OF TEXAS §
ELLIS COUNTY §

WHEREAS, SSG Robert E. Cochran was born on September 29, 1941 and died at the age of 26 on March 10, 1968 during active military duty; and

WHEREAS, SSG Robert E. Cochran was born and raised in Rosser, Texas; and

WHEREAS, SSG Robert E. Cochran served courageously during the Vietnam War and received numerous service decorations, some of which include: Distinguished Service Cross, Silver Star, Bronze Star, and Purple Heart with two Oakleaf Clusters; and

WHEREAS, the Kaufman County Commissioners Court wishes to memorialize the life and sacrifice of SSG Robert E. Cochran, a Kaufman County native; and

WHEREAS, Chapter 225 of the Texas Transportation Code grants local governments the authority to confer memorial names on portions of state highways; and

NOW, THEREFORE BE IT RESOLVED that the Ellis County Commissioners court at the request of the Kaufman County Commissioners Court does hereby approve the assignment of the memorial designation to the Trinity River Bridge on Highway 34 as the "SSG Robert E. Cochran Memorial Bridge" in memorial of Mr. Cochran.

APPROVED this the _____ day of _____, 2017.

Carol Bush, County Judge

Randy Stinson
Precinct 1 Commissioner

Lane Grayson
Precinct 2 Commissioner

Paul Perry
Precinct 3 Commissioner

Kyle Butler
Precinct 4 Commissioner

ATTEST:

Cindy Polley, County Clerk

**RESOLUTION SUPPORTING THE DEDICATION OF THE TRINITY RIVER BRIDGE
ON HIGHWAY 34 AS A MEMORIAL BRIDGE IN HONOR OF STAFF SERGEANT
ROBERT E. COCHRAN**

STATE OF TEXAS §
KAUFMAN COUNTY §

WHEREAS, SSG Robert E. Cochran was born on September 29, 1941 and died at the age of 26 on March 10, 1968 during active military duty; and

WHEREAS, SSG Robert E. Cochran was born and raised in Rosser, Texas; and

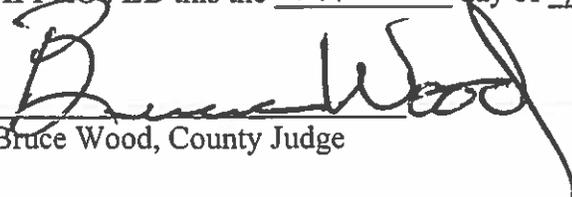
WHEREAS, SSG Robert E. Cochran served courageously during the Vietnam War and received numerous service decorations, some of which include: Distinguished Service Cross, Silver Star, Bronze Star, and Purple Heart with two Oakleaf Clusters; and

WHEREAS, the Commissioners Court wishes to memorialize the life and sacrifice of SSG Robert E. Cochran; and

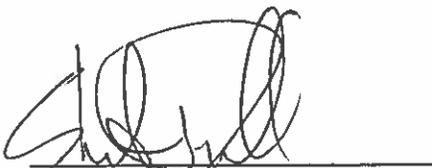
WHEREAS, Chapter 225 of the Texas Transportation Code grants local governments the authority to confer memorial names on portions of state highways; and

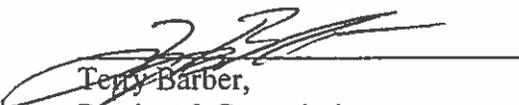
NOW, THEREFORE BE IT RESOLVED that the Kaufman County Commissioners Court does hereby assign the memorial designation to the Trinity River Bridge on Highway 34 as the "SSG Robert E. Cochran Memorial Bridge" in memorial of Mr. Cochran.

APPROVED this the 24th day of March, 2017.


Bruce Wood, County Judge


Mike Hunt,
Precinct 1 Commissioner


Skeet Phillips,
Precinct 2 Commissioner


Terry Barber,
Precinct 3 Commissioner


Jackie Allen,
Precinct 4 Commissioner

ATTEST:


Laura Hughes, County Clerk

Staff Sergeant
Robert Edmund Cochran



DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY VIETNAM
APO San Francisco 96375

GENERAL ORDERS
NUMBER 1184

18 March 1968

AWARD OF THE DISTINGUISHED SERVICE CROSS

1. TC 320. The following AWARD is announced posthumously.

COCHRAN, ROBERT E RA18625380 (SSAN 467-58-2625) STAFF
SERGEANT E6 United States Army, Company D, 4th Battalion, 9th
Infantry, 1st Brigade, 25th Infantry Division, APO 96225

Awarded: Distinguished Service Cross

Date action: 22 September 1967

Theater: Republic of Vietnam

Reason: For extraordinary heroism in connection with military operations involving conflict with an armed hostile force in the Republic of Vietnam: Staff Sergeant Cochran (then Sergeant E5) distinguished himself by exceptionally valorous actions on 22 September 1967 while serving as an infantry company squad leader during a search and destroy operation in the Ho Bo Woods. The company's lead element sighted what appeared to be an enemy emplacement, and Sergeant Cochran and a radio operator advanced to investigate. They suddenly began receiving heavy fire from a well fortified Viet Cong bunker complex. As Sergeant Cochran returned fire on the insurgents, his comrade, who was ten meters behind him, was seriously wounded by the savage enemy fire. After expending all of his own ammunition, Sergeant Cochran moved through a hail of bullets back to the radio operator, secured the wounded man's rifle, and returned to his previous position to place devastating fire on the Viet Cong fortifications. Once again he ran out of ammunition and crawled to the rear to rearm himself. Securing a grenade launcher and a pistol, he personally assaulted the nearest enemy bunkers. He killed four insurgents at point blank range and was then wounded by fragments from an enemy grenade. Heedless of his wounds, he continued his fierce attack and shouted for the rest of the company to join him. Sergeant Cochran single-handedly destroyed three Viet Cong bunkers with hand grenades while exposed to the lethal enemy fusillade. With complete disregard for his own safety, he made himself a target for withering insurgent fire to protect his advancing fellow soldiers. His dauntless actions were responsible for an overwhelming victory over the

GENERAL ORDERS NUMBER 1184, dated 18 March 1968, DA, HEAD-
QUARTERS, UNITED STATES ARMY VIETNAM, APO San Francisco
96375 (Cont)

determined Viet Cong. Staff Sergeant Cochran's extraordinary
heroism and devotion to duty were in keeping with the highest
traditions of the military service and reflect great credit upon
himself, his unit, and the United States Army.

Authority: By direction of the President under the provisions of the Act
of Congress, approved 25 July 1963.

FOR THE COMMANDER:



ROBERT C. TABER
Brigadier General, US Army
Chief of Staff

R. N. DALLAM
Colonel, AGC
Adjutant General

DISTRIBUTION:

- 5 - Each unit concerned
- 2 - AVHGA
- 1 - AVHIG
- 1 - AVHIO
- 1 - AVHAG-A
- 1 - AVHAG-AR
- 20 - AVHAG-PD
- 6 - CINCUSARPAC
- 1 - COMUSMACV ATTN: MACJO31

SPECIAL DISTRIBUTION:

- 2 - AGPERSCEN ATTN: AGPE-F,
Fort Benjamin Harrison,
Indiana 46216
- 1 - TAGO, DA ATTN: AGPB-A
- 1 - TAGO, DA ATTN: AGPB-AC

The Vietnam Veterans Memorial The Wall-USA

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ROBERT EDMUND COCHRAN

Distinguished Service Cross Citation

Distinguished Service Cross See more recipients of this award The President of the United States of America, authorized by Act of Congress July 9, 1918, takes pride in presenting the Distinguished Service Cross (Posthumously) to Staff Sergeant [then Sergeant] Robert Edmund Cochran (ASN: RA-18625380), United States Army, for extraordinary heroism in connection with military operations involving conflict with an armed hostile force while serving with Company D, 4th Battalion, 9th Infantry, 1st Brigade, 25th Infantry Division in the Republic of Vietnam. Staff Sergeant Cochran distinguished himself by exceptionally valorous actions on 22 September 1967 while serving as an Infantry company squad leader during a search and destroy operation in the Ho Bo Woods. The company's lead element sighted what appeared to be an enemy emplacement, and Sergeant Cochran and a radio operator advanced to investigate. They suddenly began receiving heavy fire from a well fortified Viet Cong bunker complex. As Sergeant Cochran returned fire on the insurgents, his comrade, who was ten meters behind him, was seriously wounded by the savage enemy fire. After expending all of his own ammunition, Sergeant Cochran moved through a hail of bullets back to the radio operator, secured the wounded man's rifle, and returned to his previous position to place devastating fire on the Viet Cong fortifications. Once again he ran out of ammunition and crawled to the rear to rearm himself. Securing a grenade launcher and a pistol, he personally assaulted the nearest enemy bunkers. He killed four insurgents at point blank range and was then wounded by fragments from an enemy grenade. Heedless of his wounds, he continued his fierce attack and shouted for the rest of the company to join him. Sergeant Cochran single-handedly destroyed three Viet Cong bunkers with hand grenades while exposed to the lethal enemy fusillade. With complete disregard for his own safety, he made himself a target for withering insurgent fire to protect his advancing fellow soldiers. His dauntless actions were responsible for an overwhelming victory over the determined Viet Cong. Staff Sergeant Cochran's extraordinary heroism and devotion to duty were in keeping with the highest traditions of the military service and reflect great credit upon himself, his unit and the United States Army. General Orders: Headquarters, U.S. Army Vietnam, General Orders No. 1184 (March 18, 1968) Action Date: September 22, 1967 Service: Army Rank: Staff Sergeant Company: Company D Battalion: 4th Battalion Regiment: 9th Infantry, 1st Brigade Division: 25th Infantry Division
Mar 10, 2014



SIGN UP

VISIT THE WALL

DISCOVER THE NAMES

LEARN WHAT WE DO

BUILD THE CENTER

SUPPORT VVMF

ROBERT EDMUND COCHRAN

is honored on Panel 44E, Row 6 of the Vietnam Veterans Memorial.



Share

SEE ALL PHOTOS (1)

SUBMIT PHOTOS

Wall Name: ROBERT E COCHRAN

Date of Birth: 9/29/1941

Date of Casualty: 3/10/1968

Home of Record: ROSSER

County of Record: KAUFMAN COUNTY

State: TX

Branch of Service: ARMY

Rank: SSGT

Panel/Row: 44E, 6

Casualty Province: GIA DINH

Associated Items left at The Wall:
N/A

**DONATE IN
THEIR HONOR**

FOLLOW
POSTINGS
FROM THIS PAGE

REQUEST A
NAME RUBBING

LEAVE A
REMEMBRANCE

REMEMBRANCES

Robert E Cochran

POSTED ON 3/31/16 - BY VONITA GREEN VGAPACHECOWGIRL @YAHOO.CIM

Bobby you are still missed. I think about you daily. I love you always.

Distinguished Service Cross Citation

POSTED ON 3/10/14 - BY A GRATEFUL VIETNAM VET

Distinguished Service Cross

MORE

**BUILD THE
CENTER**



We must never forget the men and women who made the ultimate