

+1

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

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

**TRANSFER FROM:**

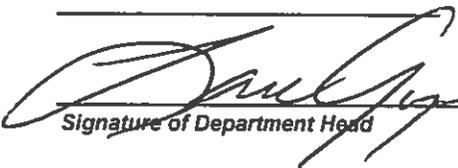
✓ ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$50,000.00

POSTED  
PCT2  
COMPUTER

**TRANSFER TO:**

✓ ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50911-00000-000	FM2 GRAVEL	\$50,000.00

POSTED  
PCT2  
COMPUTER



Signature of Department Head \_\_\_\_\_ Date Signed 7/26/2017

Ellis Co. Commissioner, Pct. 2  
Department \_\_\_\_\_

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016/2017

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner Precinct #1

\_\_\_\_\_  
Commissioner Precinct #2

\_\_\_\_\_  
Commissioner Precinct #3

\_\_\_\_\_  
Commissioner Precinct #4

Approved by County Auditor's Office: Hallen 7/26/17

*Needs court approval*

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

L. JOSEPH

F2

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

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0360-50601	DA - Travel Reimbursement	(\$1,000.00)
✓ 001-0360-50799	DA - Copier	(\$500.00)
✓ 001-0360-50888	DA - Computer Service	(\$2,500.00)

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0360-50853	DA - Legal Research	\$1,500.00
✓ 001-0360-50703	DA - Telephone	\$400.00
✓ 001-0360-50807	DA - General Misc	\$1,000.00
✓ 001-0360-50801	DA - Supples	\$1,000.00
001-0360-50806	DA - Dues	\$100.00

*[Handwritten Signature]*  
 Signature of Department Head      Date Signed 7-26-17

DA  
 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:

*[Handwritten Signature]* 7/27/17  
 Needs court approval

ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT

RECEIVED

JUL 31 2017

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
✓ 019-0919-50803-00000-000	Furniture/Fixture	400.00
✓ 019-0919-50802-00000-000	Equipment	2000.00
✓ 019-0919-50799-00000-000	Copier Maint/Supplies	500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 019-0919-50882-00000-000	BOOKS	2900.00

*Paula Pates*  
Signature of Department Head

7-28-2017  
Date Signed

*Law Library*  
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:

*T. Bollen 7/31/17*  
Needs court approval

F4

ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0210-50823	Legal Notices	(\$500.00)
✓ 001-0210-50855	Voting Equipment <i>Subscription</i>	(\$3,000.00)
✓ 001-0210-50849	Recount	(\$500.00)
✓ 001-0210-50808	Auto Gas/oil	(\$1,200.00)
✓ 001-0210-50802	Equipment	(\$1,000.00)
✓ 001-0210-50942	Election Expenses	(\$850.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0210-50805	Conference	\$2,000.00
✓ 001-0210-50703	Telephone	\$400.00
✓ 001-0210-50803	Furn/Fixtures	\$4,500.00
✓ 001-0210-50800	chapter 19	\$150.00

  
Signature of Department Head

7-28-17  
Date Signed

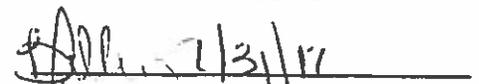
Elections  
Department

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*

F J

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

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

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50868-00000-000	FM2 CONTRACT LABOR	\$3,000.00
010-0653-50910-00000-000	FM2 GAS/OIL	\$40,000.00
010-0653-50906-00000-000	FM2 CULVERTS	\$827.30
010-0653-50802-00000-000	FM2 EQUIPMENT	\$10,000.00
010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$30,000.00

POSTED  
PCT2  
COMPUTER

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50915-00000-000	FM2 ASPHALT	\$3,000.00
010-0653-50915-00000-000	FM2 ASPHALT	\$40,000.00
010-0653-50915-00000-000	FM2 ASPHALT	\$827.30
010-0653-50915-00000-000	FM2 ASPHALT	\$10,000.00
010-0653-50915-00000-000	FM2 ASPHALT	\$30,000.00

POSTED  
PCT2  
COMPUTER

  
Signature of Department Head

8-1-17  
Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

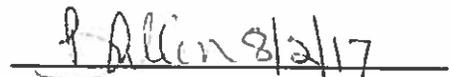
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016/2017

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:

  
P. Allen 8/2/17

*Needs court approval*

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

FL6

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

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
✓ 001-0060-50808	Auto Gas	\$850.00
✓ 001-0060-50809	Auto Repair	\$400.00
✓ 001-0060-50810	Auto Tires	\$870.00
✓ 001-0060-50821	Uniform	\$468.00
✓ 001-0060-50873	Office Maintenance	\$920.00
	<b>TOTAL</b>	<b>\$3,508.00</b>

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
✓ 001-0060-50802	Equipment	\$235.24
✓ 001-0060-50819	Computer	\$3,272.76
	<b>TOTAL</b>	<b>\$3,508.00</b>



*Signature of Department Head*

*Date Signed*

7/31/2017

Department of Development  
*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:

J. Bell 7/31/17

*Needs court approval*







ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA



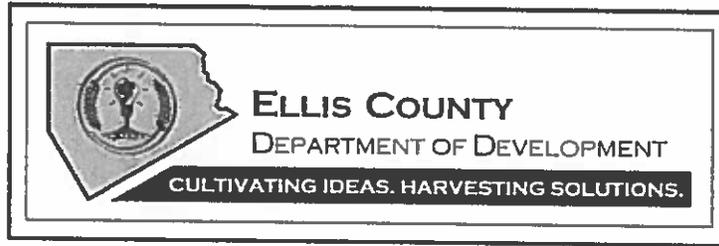
P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-5151  
E-Mail: john.bridges@publicans.com  
Website: www.elliscountytax.com

July 31, 2017

Request for Approval of August 08, 2017  
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Chase	241204	\$4,077.62
Chase	216634	\$5,302.61
Total:		\$9,380.23

*TAX Refunds*  
*OK*  
*correct*



## AGENDA ITEM NO. 1.1

### **AGENDA CAPTION:**

Consider and act upon a replat of Lot 5B of Irwin Branch Addition into Lots 5BA and 5BB. The property contains  $\pm$  14.6326 acres of land located on the south side of Marshall Road and  $\pm$  1,170 feet west of FM 664 in the extraterritorial jurisdiction of the City of Waxahachie, Road & Bridge Precinct No. 3.

### **BACKGROUND INFORMATION:**

#### **Purpose:**

The applicant, Danley Vaughn, is requesting this replat to add one (1) additional residential lot on this property for a total of two (2) lots. The proposed Lot 5BA has  $\pm$  4.122 acres, and Lot 5BB has  $\pm$  10.181 acres. Each lot meets County's requirements.

#### **History:**

At its meeting on May 12, 1997, the Commissioners' Court approved the plat of Lots 5A and 5B.

#### **Thoroughfare Plan:**

The plat shows a 20-foot right-of-way dedication along Marshall Road.

#### **Utilities:**

Sardis Lone Elm currently provides water service in this area.

#### **Advertisement:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on Friday, July 7, 2017, and the Waxahachie Daily Light on July 16, July 23, and July 30, 2017. A total of 14 property owner notifications were sent, with 12 certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.

### **RECOMMENDATION:**

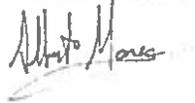
Staff recommends **approval** of this replat, as presented.

### **ATTACHMENTS:**

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

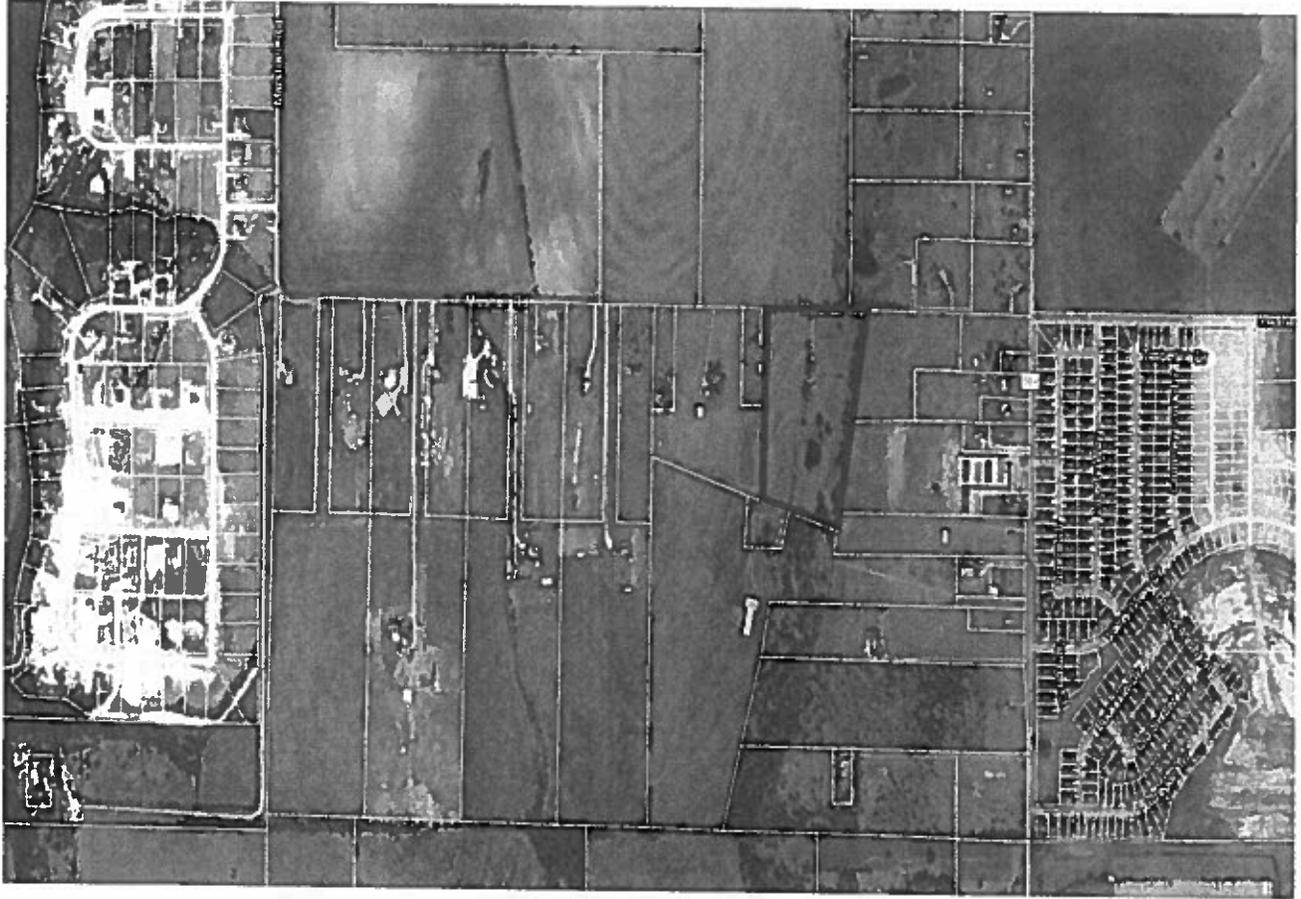
**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, AUGUST 8, 2017**

**SUBMITTED AND PRESENTED BY:**

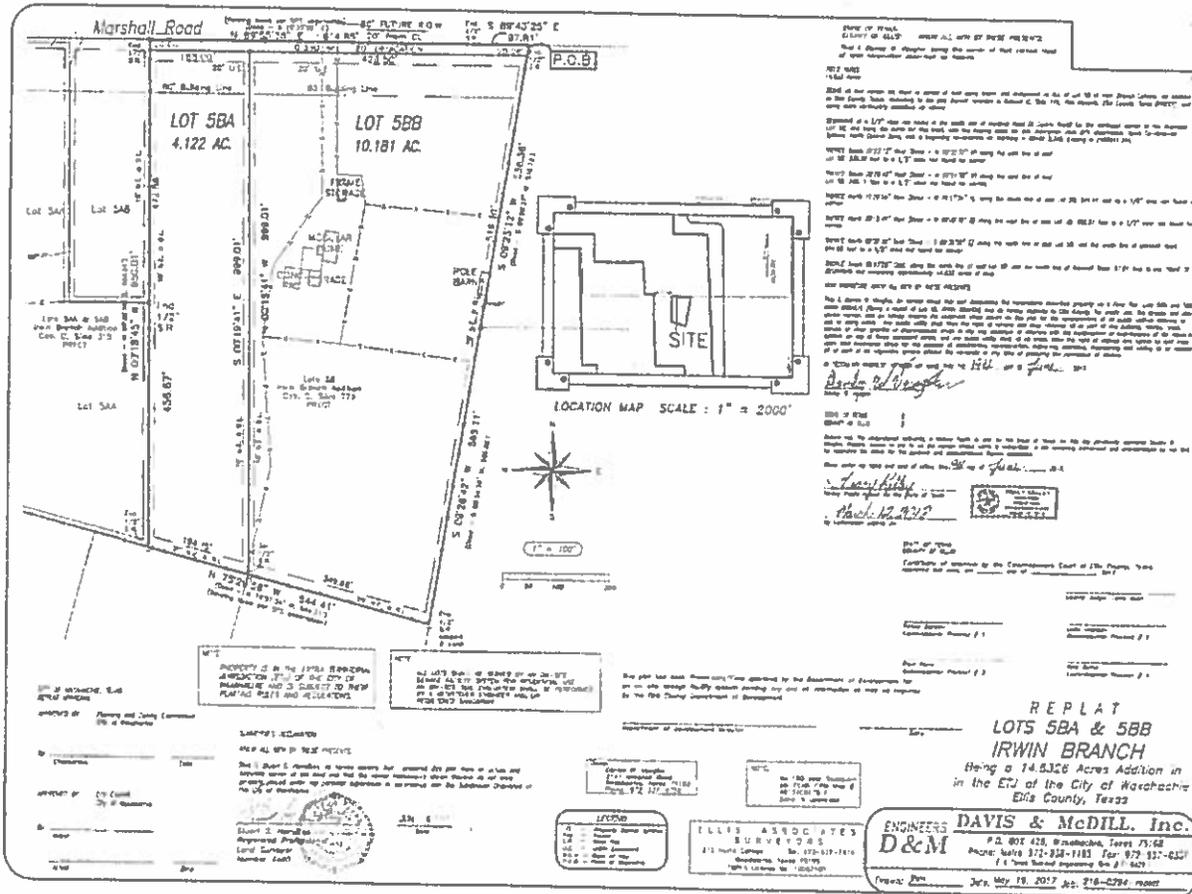


Alberto Mares, AICP  
Director  
Ellis County Department of Development

**ATTACHMENT NO. 1**



**Subject Property**



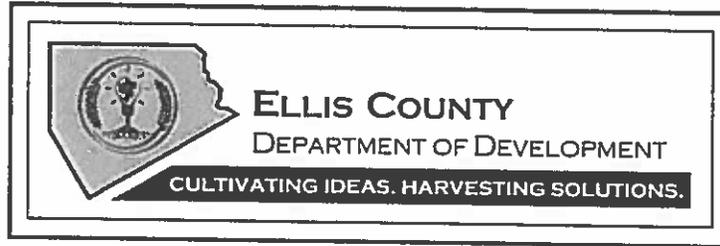
**Ellis County Department of Development**

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, lot 5AA & 5AB, located in Irwin Branch, a subdivision in Ellis County, Texas., the replat will create lot 5BA (4.11 acres) and lot 5BB (10.181 acres). The address is 2141 Marshall 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., August 8, 2017.



## AGENDA ITEM NO. 1.2

### AGENDA CAPTION:

Consider and act upon a request to grant a variance for a one-time variance from Section 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property having less than two (2) acres and connect to an onsite sewage facility. The property contains  $\pm$  1.801 acres of land located in Lot 29 of Castle Ridge Addition, Phase 2 (commonly known as 231 Castle Ridge Drive) in the extraterritorial jurisdiction of the City of Red Oak, Road & Bridge Precinct No. 1.

### BACKGROUND INFORMATION:

#### Purpose:

The applicants, JD & Tina Flynn, are requesting a variance to Section 10 of the Ellis County Septic Order allowing a (secondary) dwelling unit on property containing approximately 1.801 acres and connecting it to an existing onsite sewage facility. The applicant has stated the need for this additional housing unit is desired to move their parents onto the site to care for them in their senior years (see Attachment No. 2).

Under the current regulations, each additional dwelling unit on the same property requires an additional acre. The variance desired is for 0.199 acres as this current situation requires two (2) total net acres. Based on the current placement of the house, established setback lines, and the location of the existing septic lines, an addition to the existing house was not an option. The only other recourse was to seek a variance.

#### History:

No previous history exists on this property.

### ANALYSIS:

Section 10 (F) of the Septic Order requires one (1) acre per single family dwelling for on-site sewage facilities; however, does not provide a variance or appeal process. Chapter 285 of the Texas Administrative Code describes the appeal process. Chapter 285.3 (h) grants the permitting authority to grant variances on a case-by-case basis (see excerpts below).

#### Excerpts from the Ellis County Septic Order:

Section 10 (F) of the Septic Order reads as follows: *All platted or created subdivisions of single family dwellings using individual on-site sewage facilities for sewage disposal shall have lots of at least one (1) acre.*

## **Excerpts from Texas Administrative Code, Chapter 285**

### **Chapter 285.3 (h) Variances.**

The appropriate permitting authority may consider requests for variances from provisions of this chapter on a case-by-case basis.

- (1) A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the permitting authority that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. Variances for separation distances shall not be granted unless the provisions of this chapter cannot be met.*
- (2) Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature)*

### **RECOMMENDATION:**

Staff recommends **approval** of this application, subject to the following conditions:

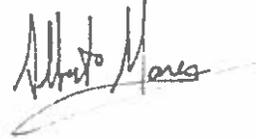
- 1) A registered sanitarian shall determine the capacity exists to handle this request.
- 2) Design for a new on-site sewage facility system shall be submitted for review simultaneously with the building permit for the secondary dwelling units in the event the existing system fails.
- 3) A third detached housing structure shall not be placed on the current site unless it meets the current requirements at the time of permitting.
- 4) No other family member besides the current occupant of the second housing unit may reside in it.
- 5) The property owner and existing individual family member living in the secondary dwelling unit shall register with the Department of Development under the “family variance” provision.
- 6) Any splitting of this property in the future shall meet the current subdivision regulations in place at the time of permitting.

### **ATTACHMENTS:**

1. Location Map
2. Applicant’s request

**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, AUGUST 8, 2017**

**SUBMITTED BY:**



Alberto Mares, AICP  
Director  
Ellis County Department of Development

**ATTACHMENT NO. 1**



**Subject Property**

June XX, 2017

J D and Tina Flynn  
231 Castleridge  
Red Oak, Texas 75154

Commissioner's Court of Ellis County  
102 South Jackson Street  
Waxahachie, Texas 75165

Dear Commissioner's Court Members;

I, JD Flynn and my wife, Tina Flynn live at 231 Castleridge, Red Oak, Texas in the Castle Ridge Phase II subdivision, Lot 29 in Ellis County, Texas. As the residents of this property, a 1.801-acre plot, we request a variance of .199 of an acre, to the county's requirement of 1 acre per habitable structure.

Providing this variance, allows for the construction of a 1,028 sq. ft. cabana serving as my parents retirement home. The design, provided by Anderson Sargent Custom homes, is American for Disabilities Act compliant. With this structure being on our lot, I can check in on them during the day and care for them in their very senior years since my business allows me to work from my house.

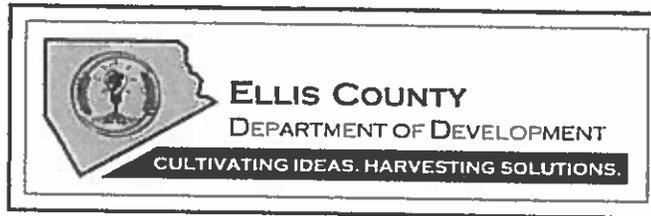
The structure, a cabana will provide a place where my parents can stay fairly independent as they live out their lives with cooking, sleeping, bathing and a laundry room. It should not overtax the existing septic system as there will only be 4 using the system.

In my opinion, granting of this variance will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area and will allow me and my wife enjoy the close company of my parents and provide proper care to them in their twilight years.

Please grant this variance so construction of the cabana can begin.

J D Flynn

Tina Flynn



### AGENDA ITEM NO. 1.3

#### **CAPTION:**

Consider and act upon a request to grant a one-time variance from Section III (E) (Lot and Street Layout) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow one (1) structure to encroach into the building line/utility easement. The property contains  $\pm$  0.85 acres of land in Lot 16, Block 6 of Shadow Ridge, Phase 3, commonly known as 150 Rocky Ridge Road, and located at the northwest intersection of Shadow Ridge Lane and Rocky Ridge Road, in the extraterritorial jurisdiction of Red Oak, Road & Bridge Precinct No. 1.

#### **BACKGROUND INFORMATION:**

##### **Purpose:**

The applicant, Kathy Armstrong, is requesting a variance to Section III (E) of the Rules and Regulations to allow one (1) metal building of approximately 360 square feet to encroach 23 feet into the established 30-foot front building line and 10-foot utility easement. She states her neighbors and contractors gave her incorrect information regarding the building setback line and that the County did not require a permit.

This variance is an unusual request as this lot is located on a corner and the plat designates both street sides as the front of the lot, thereby necessitating a 30-foot setback line, but the building is located behind what is considered to be the front of the house. Under normal circumstances, this requested variance for a similar situation would be three feet, but given the unique situation, the requested variance is 23 feet and not three feet.

##### **History:**

There is no history of any other variance request on this property.

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

Section III (E) reads as follows: *"Front building setback lines shall be shown on all lots, and shall provide for a minimum setback distance of at least thirty (30) feet on roads located within the subdivision and forty (40) feet on lots bordering existing county roads or farm-to-market roads. Corner lots will have a forty (40) setback on the sides, which border any road. Building setback lines, sides, and rear lot lines shall be at least ten (10) feet. If lots within subdivision are larger, a greater setback distance shall be considered."*

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 affect preventing the orderly subdivision of another land in the area by 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.*

#### **ANALYSIS:**

Due to the number of an increasing number of variance requests for accessory buildings encroaching the side building lines, the Department of Development is proposing to bring forth an amendment to the Rules and Regulations to allow the encroachment of buildings within the established side and rear building lines if they meet certain criteria.

#### **RECOMMENDATION:**

The applicant has gotten the release of easements from the utility companies allowing the structures to encroach onto it. Should the Court approve this relief from these regulations, staff recommends it be subject to the following conditions:

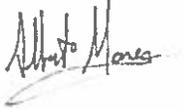
- 1) A building permit shall be submitted for review to the Department of Development to legitimize this one structure.
- 2) If approved, the building permit shall carry a note stating “Placement of these structures is at the sole discretion of the property owner. The County nor the utility companies shall be responsible for any damage to these structures when operating within the easement.”
- 3) These structures shall not increase in any manner. These structures shall not be rebuilt with the easements should they be destroyed in any way.
- 4) These structures shall not be used as a residence.

**ATTACHMENTS:**

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

**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, AUGUST 8, 2017**

**SUBMITTED AND PRESENTED BY:**



Alberto Mares, AICP  
Director  
Ellis County Department of Development



**Subject Property**

RECEIVED

JUN 06 2016

COUNTY JUDGE

June 1, 2016

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

Re: 150 Rocky Ridge Rd  
Red Oak, TX 75154

Dear Sir or Madam:

I am writing to you today because we have built a building apparently inside the building line. In the last few years we moved to Ellis County as opposed to the city. We did not realize that we needed a permit, nor did the companies we used, for this we apologize. We had also asked several of our neighbors and they said they have never gotten a permit, again thinking because we are in the county we didn't need one.

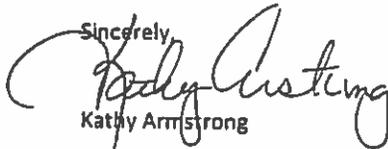
We have contacted the utility companies TXU and Rockett SUD. TXU informed us that we didn't need clearance from them unless we were digging. We did not do any digging, only scraped the top to the ground to level it. We are waiting for a response from Rockett SUD and will inform you as soon as we hear from them, but in talking to them they did not see a problem.

Recently, I lost my parents within 18 months of each other and the building is to store their belongings until I have a chance to go through them, I am an only child so it has been difficult.

I am asking for your forgiveness from the building line.

Thanking you in advance for your consideration in this matter.

Sincerely,



Kathy Armstrong

Certified Mail No. 7015 0640 0006 9709 3401, Return Receipt Requested



June 2, 2016

Dean Armstrong  
150 Rocky Ridge Rd  
Red Oak, TX 75154

Mr. Armstrong-

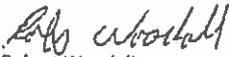
In regards to your property located at 150 Rocky Ridge, at your request, Rockett Special Utility District has verified that we do not have any existing water lines that run through the back side of your property where your building is located. At this time there is a 6" water line that runs across the street along Shadowridge, parallel to your property,

Rockett Special Utility will not relinquish or abandon any easement across the front of your property located at 150 Rocky Ridge, this easement is still required.

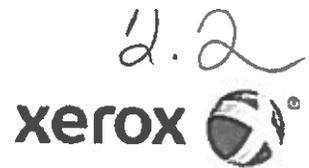
You may provide this letter to the City of Red Oak or Ellis County as sufficient approval.

If you need any further information or assistance, please do not hesitate to contact me.

Thank you,

  
Robert Woodall  
Operations Manager

**Lease Agreement**



Customer: ELLIS, COUNTY OF

Bill To: COUNTY OF ELLIS  
 101 W MAIN ST  
 WAXAHACHIE, TX 75165-0405

Install: COUNTY OF ELLIS  
 SHERIFFS DEPT  
 133 HOYT RD  
 WAXAHACHIE, TX 75167

State or Local Government Negotiated Contract : 072719100

Reviewed & Approved   
 7-14-17

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8045H (XEROX C8045H)	<ul style="list-style-type: none"> <li>- Convenience Stapler</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information - Per DIR-TSO-3043	- Xerox WC 5335P S/N AE9140988 Trade-In as of Payment 34
			Requested Install Date: 8/25/2017

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Min	Max	Per Page Cost	
1. C8045H	\$160.03	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
Total	\$160.03	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.  Signer: Carol Bush Phone: (972)825-5011  Signature: _____ Date: _____	Thank You for your business! This Agreement is proudly presented by Xerox and Amiee Bilberry (817)558-9656 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>

# document solutions

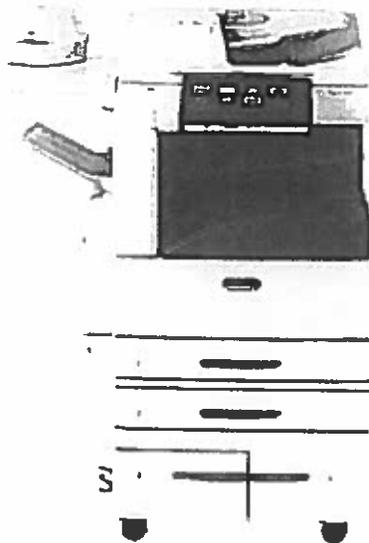
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## Solution Summary

### *Ellis County*

## *Sheriff's Department Hoyt Location*

*Pricing per the DIR-TSO-3043 Contract*



### **Xerox AltaLink C8045H**

**Replacing: Xerox 5335 Serial # AE9140988**

**45ppm Color - Copier/Printer/Scanner**

**Current Costs: \$157.96**

**48 Month Lease Combined Costs:**

**\$160.03 per Month**

**Service and Supplies:**

**Includes:**

**75,000 B&W / 0 Color**

**\$0.0051 B&W per copy**

**\$0.0456 Color per copy**

**\*\*\* Color can be placed on a code and / or disabled \*\*\***

# Lease Agreement



Customer: ELLIS, COUNTY OF

Bill To: COUNTY OF ELLIS  
 STE 302  
 101 W MAIN ST  
 WAXAHACHIE, TX 75165-0405

Install: COUNTY OF ELLIS  
 300 S JACKSON ST  
 WAXAHACHIE, TX 75165-3750

State or Local Government Negotiated Contract : 072719100

Reviewed  
 & Approved

*[Signature]*  
 7-14-17

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8055H (XEROX C8055H)	<ul style="list-style-type: none"> <li>- Br Finisher-2/3 Hp</li> <li>- 1 Line Fax</li> <li>- Convenience Stapler</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information - Per DIR-TSO-3043	- Xerox WC 5335P S/N AE9141084 Trade-In as of Payment 34
			Requested Install Date: 8/25/2017

Monthly Pricing					
Item	Lease Monthly Payment	Print Charges			Maintenance Plan Features
		Print	Volume Based	Per Print Cost	
1. C8055H	\$201.51	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
<b>Total</b>	<b>\$201.51</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

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



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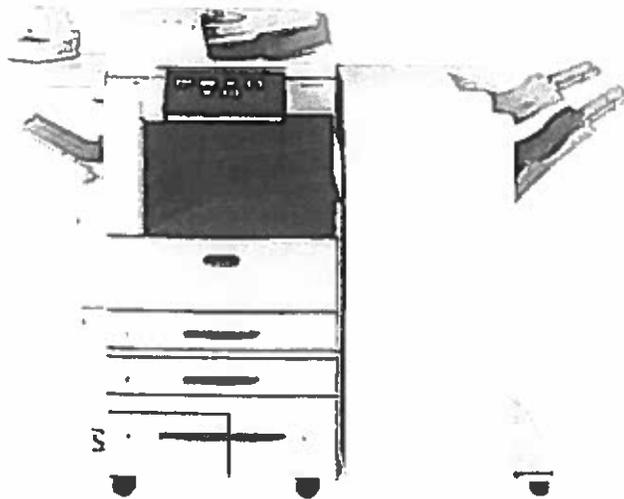
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## Solution Summary

*Ellis County*

## *Sheriff's Department CID*

*Pricing per the DIR-TSO-3043 Contract*



**Xerox AltaLink C8055H**

**Replacing: Xerox 5335 Serial # AE9141084**

**55ppm Color - Copier/Printer/Scanner/Fax**

**Current Costs: \$206.08**

**48 Month Lease Combined Costs:**

**\$201.51 per Month**

**Service and Supplies:**

**Includes:**

**75,000 B&W / 0 Color**

**\$0.0051 B&W per copy**

**\$0.0455 Color per copy**

**\*\*\* Color can be placed on a code and / or disabled \*\*\***



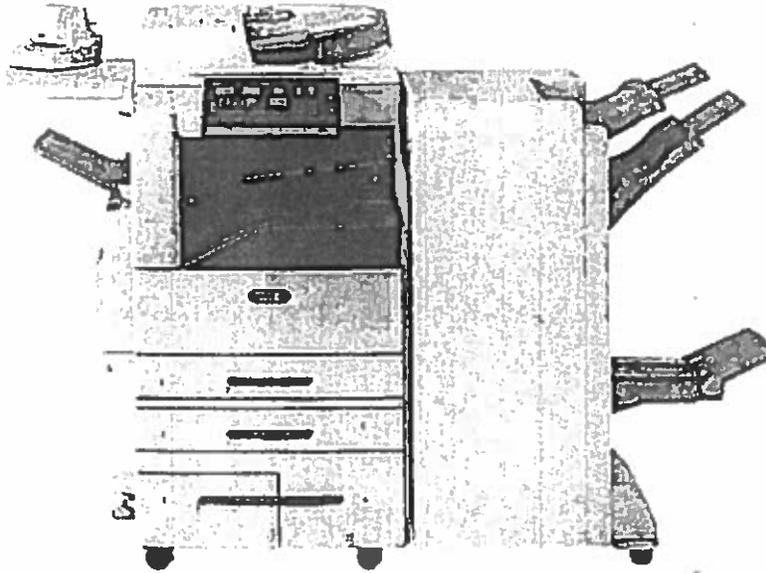
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## Solution Summary

### Ellis County AG Extension Services

*Pricing per the DIR-TSO-3043 Contract*



#### Xerox AltaLink C8055H

55ppm Color - Copier/Printer/Scanner/Fax w/Booklet Finisher

Replacing: Xerox 7545 Serial # XKP552398

**Current Costs: \$408.53**

**48 Month Lease Combined Costs:**

**\$408.47 per Month**

Service and Supplies:

Includes:

75,000 B&W / 4,000 Color

\$0.0051 B&W per copy

\$0.0456 Color per copy

\*\*\* Color can be placed on a code or disabled \*\*\*

*Mark A. [Signature]*





Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Notes	Volume Band	Per Print Rate	
1. C405DN	\$89.86	1: Black and White Impressions	1 - 20,000 20,001+	Included \$0.0149	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0889	
2. C8045H	\$199.93	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
3. C8055H	\$213.02	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
<b>Total</b>	<b>\$502.81</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

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## Solution Summary

### *Ellis County*

*Pricing per the DIR-TSO-3043 Contract*



**Xerox VersaLink C405DN**

**Replacing: Xerox 3635 Serial # BB1535678**

**36ppm Color - Copier/Printer/Scanner/Fax**

***Current Costs: \$94.95***

***48 Month Lease Combined Costs:***

***\$89.86 per Month***

**Service and Supplies:**

**Includes:**

**20,000 B&W**

**\$0.0149 B&W per copy**

**\*\*\* Color Capable \*\*\***

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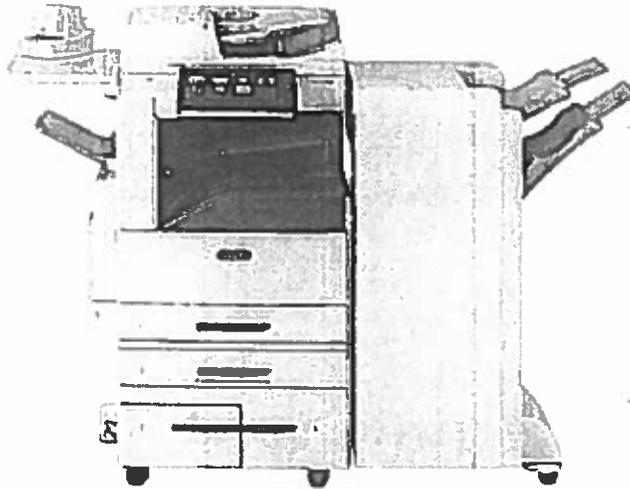
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## Solution Summary

*Ellis County*

## *Juvenile Department*

*Pricing per the DIR-TSO-3043 Contract*



### **Xerox AltaLink C8045H**

45ppm Color - Copier/Printer/Scanner/Fax

Replacing: Xerox 5335 Serial # AE9141020

**Current Costs: \$202.55**

**48 Month Lease Combined Costs:**

**\$199.93 per Month**

**Service and Supplies:**

**Includes:**

**75,000 B&W / 0 Color**

**\$0.0051 B&W per copy**

**\$0.0458 Color per copy**

**\*\*\* Color Capable \*\*\***

# document solutions

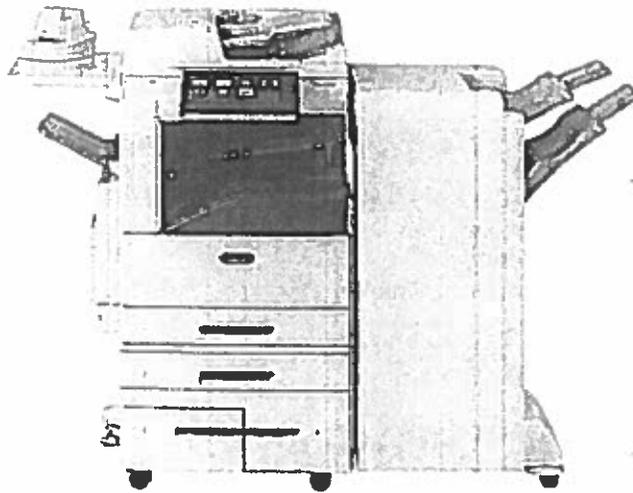
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## Solution Summary

*Ellis County*

## *Juvenile Department*

*Pricing per the DIR-TSO-3043 Contract*



**Xerox AltaLink C8045H**

45ppm Color - Copier/Printer/Scanner/Fax

Replacing: Xerox 7830 Serial # MX1204881

**Current Costs: \$225.49**

**48 Month Lease Combined Costs:**

**\$213.02 per Month**

**Service and Supplies:**

**Includes:**

**75,000 B&W / 0 Color**

**\$0.0051 B&W per copy**

**\$0.0456 Color per copy**

\*\*\* Color can be placed on a code or disabled \*\*\*

# Lease Agreement



**Buy To:** COUNTY OF ELLIS  
101 W MAIN ST  
WAXAHACHIE, TX 75165-0405

**Install:** COUNTY OF ELLIS  
SHERIFFS DEPT  
2272 FM 878  
WAXAHACHIE, TX 75165-9228

State or Local Government Negotiated Contract : 072719100

*Reviewed  
& Approved*

*CE*  
7-14-17

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8055H (XEROX C8055H)	<ul style="list-style-type: none"> <li>- Br Finisher-2/3 Hp</li> <li>- 1 Line Fax</li> <li>- Convenience Stapler</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV  Customer's Reference Information - Per DIR-TSO-3043	- Xerox 7830P S/N MX1204984 Trade-In as of Payment 34
			Requested Install Date: 8/25/2017

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Pages	Volume Band	Per Page Price	
1. C8055H	\$224.54	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	1 - 400 401+	Included \$0.0456	
<b>Total</b>	<b>\$224.54</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

# document solutions

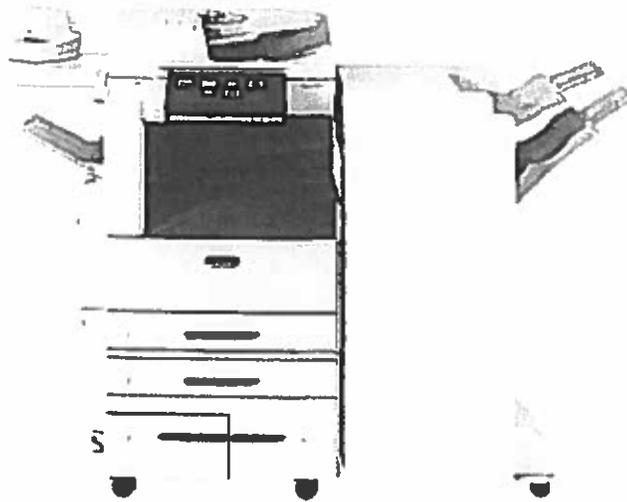
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## Solution Summary

*Ellis County*

*Sheriff's Department LEC*

*Pricing per the DIR-TSO-3043 Contract*



**Xerox AltaLink C8055H**

**Replacing: Xerox 7830P Serial # MX1204984**

**55ppm Color - Copier/Printer/Scanner/Fax**

**Current Costs: \$253.89**

**48 Month Lease Combined Costs:**

**\$224.54 per Month**

**Service and Supplies:**

**Includes:**

**75,000 B&W / 400 Color**

**\$0.0051 B&W per copy**

**\$0.0456 Color per copy**

**\*\*\* Color can be placed on a code and / or disabled \*\*\***



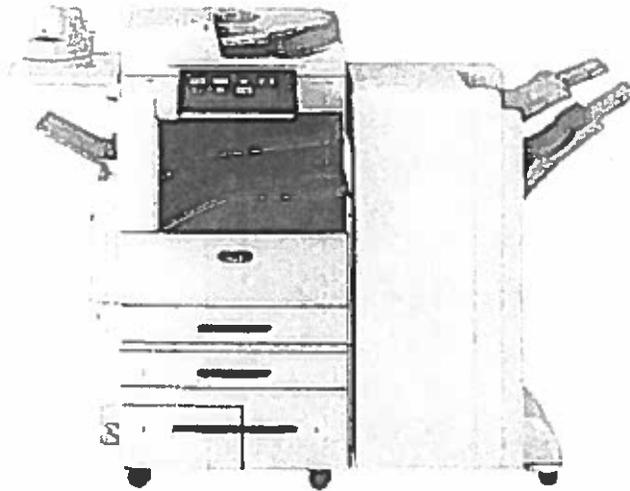
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## Solution Summary

### *Ellis County 378<sup>th</sup> District Court*

*Pricing per the DIR-TSO-3043 Contract*



#### **Xerox AltaLink C8055H**

55ppm Color - Copier/Printer/Scanner/Fax

Replacing: Xerox 5335 Serial # AE9141094

**Current Costs: \$202.78**

**48 Month Lease Combined Costs:**

**\$199.98 per Month**

**Service and Supplies:**

**Includes:**

**75,000 B&W / 0 Color**

**\$0.0061 B&W per copy**

**\$0.0468 Color per copy**

**\*\*\* Color can be placed on a code or disabled \*\*\***



2.3

### SERVICE AGREEMENT

Beginning Date: 10-1-2017

Ending Date: 9-30-2018

Bill To: Ellis county Jail

Ship To: \_\_\_\_\_

Waxahachie tx.

Same

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

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:  
Three Thousand Six Hundred and zero cents DOLLARS \$ 3600.00

Payable in Quartley MONTHLY/QUARTERLY/ANNUAL installment(s) of:  
Nine hundred dollars DOLLARS \$ 900.00

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

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

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

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

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

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

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

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

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

CLIENT: \_\_\_\_\_

\_\_\_\_\_  
GARRATT-CALLAHAN COMPANY

BY: \_\_\_\_\_  
(PRINTED NAME)

BY: Jeff Falkenbach  
(PRINTED NAME)

\_\_\_\_\_  
(SIGNATURE/DATE)

\_\_\_\_\_  
(SIGNATURE/DATE)

TITLE: \_\_\_\_\_

TITLE: Technical Sales



## **Terms and Conditions of Sale**

### **Approval and Acceptance**

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

### **Prices and Freight Charges**

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

Note: the following exception applies:

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

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

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

### **Prices and Freight Charges – Maritime Sales**

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

### **Taxes**

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

### **Invoice Payment Terms**

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

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

### **Warranty and Return**

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



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

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

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

#### **Delivery and Losses**

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

#### **Right to Cure**

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

#### **Insurance**

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

#### **Exceptions**

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



2.4

Impact Fire Services  
Arlington Branch  
921 W. Mayfield Rd., Suite 136  
Arlington, TX. 76015  
Phone: (682) 292-9250  
Fax: (254) 857-4924

July 19, 2017

**Job Location:**

Ellis County Elections Bldg  
204 E. Jefferson St.  
Waxahachie, TX 75165

**Attention:**

Thank you for allowing Impact Fire Services to offer a life safety proposal for your property. We genuinely appreciate the opportunity to become an integral piece of your company's safety. We look forward to establishing a mutually beneficial, and lasting business relationship!

The pricing listed below is for the inspections of your systems as required by NFPA

- Annual fire sprinkler system inspection: N/A
- Annual fire alarm system inspection: \$275.00 (Insp Due Now )
- Annual extinguisher inspection: N/A
- Annual fire back flow inspection: N/A
- Annual domestic back flow inspection: N/A
- Semi Annual hood inspection: N/A
- Annual emergency exit and emergency Light: N/A
- Monitoring (Fire) account annual fee: N/A
- Monitoring (Burg) account annual fee: N/A
- Elevator emergency phone annual fee: N/A

**Total Annual Cost \$275.00**

INITIALS \_\_\_\_\_

Houston, TX    Austin, TX    Waco/Temple, TX    Lubbock, TX    College Station, TX    Dallas, TX



Impact Fire Services  
Arlington Branch  
921 W. Mayfield Rd., Suite 136  
Arlington, TX. 76015  
Phone: (682) 292-9250  
Fax: (254) 857-4924

**EXCLUSIONS:**

- *Cosmetics (such like but not limited to painting, sheet rock repair, ceiling tiles*
- *Dedicated 20 amp circuit for fire alarm control panel*
- *Phone lines (One dedicated) for monitoring*
- *Conduit and stub-ups of any type*
- *Special equipment and/or materials*
- *Anything outside of the work listed above assigned to Impact Fire Services*
- *Anything beyond the control of Impact Fire Services*
- *Bonding of any kind*
- *Any applicable taxes*
- *Overtime-All work to be completed during regular time hours unless specified above (7am to 4:00 pm Monday thru Friday )*

If you have any questions or need additional information please do not hesitate to call me.

Thank you,

Scott Stancomb  
Alarm Superintendent  
Impact Fire Services  
921 W. Mayfield Rd., Suite 136  
Arlington, Tx 76015  
682-292-9251 office  
254-857-4924 fax  
903-805-1670 cell

ACCEPTED BY : \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE: Carol Bush, County Judge

BILLING ADDRESS: Ellis County Maintenance, 109 S. Jackson St.

CITY, STATE, & ZIP: Waxahachie, TX 75165

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: keith.roberts@co.ellis.tx.us

PURCHASE ORDER: \_\_\_\_\_

INITIALS \_\_\_\_\_

Houston, TX    Austin, TX    Waco-Temple, TX    Lubbock, TX    College Station, TX    Dallas, TX



Impact Fire Services  
Arlington Branch  
921 W. Mayfield Rd., Suite 136  
Arlington, TX. 76015  
Phone: (682) 292-9250  
Fax: (254) 857-4924

## TERMS AND CONDITIONS

### PROPOSALS AND CONTRACT

Seller's proposal when accepted and any resulting contract are not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

### PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any, with respect to layout of such facilities now contained in Seller's engineering records. In the event of layout of Purchaser's facilities has been altered, or is altered prior to completion of this contract, Purchaser shall advise Seller of any alterations, such prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

### PAYMENT

Purchaser agrees that payment to Seller shall not be contingent upon settlement of any insurance claim of Purchaser. Final payment shall be in all cases due within ten (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 18% per annum, or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to contract for under such applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

### DELAYS/FORCE MAJEURE

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by the Seller. Seller shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Purchaser, acts of civil or military authorities. Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information be Purchaser with respect to location, timing, or other details of work to be performed hereunder, impossibility or impracticability or performance of any other causes beyond the control of the Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

### EXCAVATION

When the Seller does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as an extra to the contract price and additional work involved at Seller's price for such work then in effect.

### SITE FACILITIES

Purchaser shall furnish access to all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to areas where peripheral devices may be located. If keys are not available, Purchaser agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Purchaser agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Purchaser acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Purchaser recognizes that those reports may result in requirement by the fire authorities that changes be made in Purchaser's premises. Where the wet pipe system is installed, the Purchaser assumes full responsibility for indicating where all dry

INITIALS \_\_\_\_\_



Impact Fire Services  
Arlington Branch  
921 W. Mayfield Rd., Suite 136  
Arlington, TX. 76015  
Phone: (682) 292-9250  
Fax: (254) 857-4924

system(s) low point drains to the Sellers service personnel during the course of the Seller's work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

#### **STRUCTURE AND SITE CONDITIONS**

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting for excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. The Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection the Purchaser shall reimburse Seller for any all expenses caused by such failure to have things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

#### **LIMITATIONS OF LIABILITY**

Seller shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by Seller's active or passive negligence, including without limitation, damages arising for the use, loss of use, performance or failure of any equipment or systems. Purchaser shall be solely responsible for compliance with all applicable state, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, Seller's liability on any claim for loss or liability arising out of or connected with this contract or any obligation resulting thereof or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled "Warranty" and shall in no event exceed the amount paid by the purchaser for the applicable product or service hereunder. Unless specifically included in the work order, Seller shall not be responsible for any maintenance, repairs, alterations, parts or replacement or field adjustments.

#### **WARRANTY**

Seller agrees that for a period of ninety (90) days after completion of work performed hereunder, it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. As used herein, the term "defective" means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the Seller does not warrant the operation of the system, or that work or equipment provided by the Seller will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. Seller warrants the products of other manufacturers supplied hereunder only to the extent of the warranty of the respective manufacturer can be passed to the Purchaser. Seller's warranty expressly excludes, without limitation, coverage for any damages, defects. Or other conditions associated with or caused by Microbiologically Induced Corrosion ("MIC"), water or flooding, mold, defects, misuse or recall of products or components manufactured by third parties, inadequate water supply, defects in installation by third parties, damages, defects or other conditions associated with or caused by any of the above. For purposes of these Terms and Conditions, MIC includes any electromechanical corrosion that is concentrated and accelerated by the activity of specific bacteria within a fire sprinkler system, resulting in the premature failure of metallic system components. EXCEPT AS EXPRESSLY SET FORTH HERIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MECHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **INDEMNITY**

Seller shall not be liable for claims, losses, or damages arising from any act or omission of Purchaser, including without limitation, Purchaser's failure to activate or authorize the operation of any portion of the system of Purchaser's modifications, alterations, or adjustments to any of the equipment or systems. Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all liability, claims, losses, costs, including reasonable attorney's fees, incurred in connection with any third party claim arising from or related to (i) Seller's provision of products or services hereunder; or (ii) and acts or omissions of Purchaser. Seller reserves the right to select counsel to represent in such action.

#### **CHANGES, ALTERATIONS, ADDITIONS**

Changes, alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract priced herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of

INITIALS \_\_\_\_\_

Houston, TX    Austin, TX    Waco Temple, TX    Lubbock, TX    College Station, TX    Dallas, TX



Impact Fire Services  
Arlington Branch  
921 W. Mayfield Rd., Suite 136  
Arlington, TX. 76015  
Phone: (682) 292-9250  
Fax: (254) 857-4924

additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delay, the estimate of Seller's estimating department as to the value of the work shall be deemed acceptable by the Purchaser.

#### **SPRINKLER TESTING**

The Seller will only test new work under high pressure and high pressure tests required on the existing sprinkler system(s) will be done as extra to the contract price. All work required to make the existing sprinkler system(s) tight or to rearrange sprinkler lines to ensure proper drainage of such system(s) including any necessary removal of built up scale, foreign materials, or wet sediment for dry system(s) piping is the responsibility of the Purchaser, and will be done as extra to the contract price. The Purchaser assumes full responsibility for the condition of the existing sprinkler system(s) for water or other damage resulting directly or indirectly from such condition of the application or test or flushing pressures, and for any damage defects or other conditions associated with or caused by MIC.

#### **ARBITRATION**

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof.

#### **OVERTIME**

Unless otherwise specified by Purchaser, all installation work will be performed during normal business hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

#### **INCIDENTAL LOSSES**

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

#### **DEFAULT**

In case of any default by the Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and shut off the water from said system or remove all or any portion of the same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: failure to pay an installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Purchaser or in case the Purchaser's premises or sprinkler system shall be attached, liened, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten (10) days after its occurrence.

#### **SPECIAL CONDITIONS**

In the event a sprinkler system is being converted from a wet system to a dry system, this contract does not include an appropriation for possible repairs to the existing wet pipe system in order that it may be tight at the required air pressure. Nor does the contract include any labor or material necessary for rearrangement of lines to ensure proper drainage thereof. Any labor or material necessary to make this system tight under air pressure and to change the drainage on all lines will be charged as an extra to the contract price.

#### **OSHA AND ASBESTOS**

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages, including reasonable attorney's fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost necessary to protect such individuals, including but not limited to all cost for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Purchaser and Purchaser agrees to indemnify Seller against all claims, demands, injury or damage arising from such exposure.

#### **GOVERNING LAW**

This contract shall be governed by the laws of the State of Texas without reference to any conflict of laws principles.

#### **ENTIRE AGREEMENT**

This contract, together with any Service Agreement between Seller and Purchaser, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. This agreement may not be amended or modified, except by a further written agreement signed by an authorized representative of Seller. In the event of a conflict between any provision of this contract and any Service Agreement between the Seller and Purchaser, this contract shall govern.

INITIALS \_\_\_\_\_

Houston, TX    Austin, TX    Waco/Temple, TX    Lubbock, TX    College Station, TX    Dallas, TX



**Impact Fire Services**  
**Arlington Branch**  
**921 W. Mayfield Rd., Suite 136**  
**Arlington, TX. 76015**  
**Phone: (682) 292-9250**  
**Fax: (254) 857-4924**

**ASSIGNMENT**

Purchaser shall not assign the Agreement, or any rights or obligations herein, without the prior written consent of Seller. Seller shall have the right to assign all or any part of this Agreement to another at any time and without the consent of the Purchaser.

**SEVERABILITY**

Any provision of this Agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this Agreement.

INITIALS \_\_\_\_\_

Houston, TX    Austin, TX    Waco/Temple, TX    Lubbock, TX    College Station, TX    Dallas, TX



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Friday, July 28, 2017

Jodi Platt  
Ellis County Purchasing Department  
101 W. Main Street  
Waxahachie, Texas 75165

**Re: Option to renew; Contract #2013-011  
Food Service for Ellis County Detention Center**

Dear Mrs. Platt,

On October 1, 2017 Correctional Food Services will have completed the fourth year of its contract period with Ellis County

Correctional Food Services is not requesting any price changes to the inmate meal price for this contract option year. The option year will begin October 1, 2017 and end September 30, 2018.

Sincerely;

Larry Hanson  
Executive Chairman

Agreed and Accepted by Ellis County Commissioner's Court

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Ellis County Judge

FOOD SERVICE MANAGEMENT AGREEMENT

BETWEEN

CORRECTIONAL FOOD SERVICES GP, INC.

AND

ELLIS COUNTY

THIS AGREEMENT, dated as of August 12, 2013, is made and entered into this day by and between Ellis County (hereinafter called the "Client"), and Correctional Food Services, GP Inc., a corporation formed and existing under the laws of the State of Texas, with its office and place of business located at 6319 McCommas Blvd., Dallas, Texas 75214 (hereinafter referred to as "CFS").

WITNESSETH

The parties agree and obligate themselves and successors and assigns as follows:

1. **Integration of Proposal Terms and Conditions.** The terms and conditions contained in that certain "Response to Bid Number RFP-2013-011 Annual Contract for Food Services for Ellis Detention Center (Inmate Meals)" dated June 5, 2013 (the "Proposal") are incorporated by reference into this Agreement, and shall become part of this Agreement, unless the terms of this Agreement expressly provide otherwise. In addition, the negotiated and/or modified Proposal terms contained on attached Exhibit A are incorporated by reference into this Agreement, and shall become a part of this Agreement, unless the terms of this Agreement expressly provide otherwise. To the extent that there is any conflict between the terms of the Proposal and the terms of Exhibit A, the terms in Exhibit A shall prevail.
2. **Term:** The terms of this Agreement shall commence upon the earlier of the following: (a) the 1 day of October, 2013; or (b) the day that CFS provides services to Client in accordance with the provisions of this Agreement ("**Commencement Date**", and shall continue for a period of three (3) years following the Commencement Date, unless earlier terminated in accordance with the provisions contained in Section 3, below ("**Termination Date**"). This Agreement is automatically renewed at the Termination Date for successive one (1) year terms unless written notice is provided by either party to the other at least sixty (60) days prior to the expiration of the term then in effect. In the event any law of the applicable jurisdiction imposes any maximum term, this Agreement shall not be renewed beyond such maximum term.
3. **Notice:** Any notice required or permitted to be given shall be in writing and shall be mailed by registered mail or personally delivered. A notice shall be deemed to be given three (3) days after it is mailed or upon receipt if personally delivered. Any notice to CFS shall be addressed to: Larry Hanson, President, Correctional Food Services GP, Inc.,

6319 McCommas Blvd. Dallas, TX 75214; and in the case of the Client to: Kim Gould, Ellis County Purchasing Agent, 101 W. Main Street, Suite 304, Waxahachie, Texas 75165. Either party may change its address by giving three (3) days written notice to the other party.

4. **Exclusive Right and Use of Facilities:** CFS shall have the exclusive right to occupy and operate during the terms of this Agreement the food service facilities of the Client, including the exclusive use of the kitchens, dining rooms, service and storage rooms, as well as auxiliary furnishings, dishes, silverware, linens, and other dining room and kitchen equipment owned by the Client (the "*Food Service Facilities*"). CFS shall use the Food Service Facilities for the purpose of preparing and serving meals to persons designated by the Client, and for no other purpose, except as may hereinafter be provided.
5. **Obligations of CFS:** CFS shall be responsible for the operation of the Food Service Facilities including: (a.) performing all buying and record keeping functions; (b.) training food service employees, including such managers and inmates as are identified by Client as permitted to perform such functions; (c.) furnishing such supervisory personnel as may mutually be agreed to from time to time between Client and CFS for purposes of establishing and maintaining the operation at a high standard; (d.) instituting reliable food cost control methods; and (e) otherwise furnishing all equipment, supplies, and foodstuffs, except as provided herein, to provide full food services for inmates and officers of the Client.

CFS shall maintain the Food Service Facilities in a sanitary condition and shall at the termination of this Agreement surrender the Food Service Facilities to the Client in as good condition as now, ordinary wear and tear excepted. CFS shall not be liable to the Client in any way for damage to the Food Service Facilities caused by reason of fire or other hazard, however caused, or by the reason of an act of God. CFS shall not be responsible for the purchase of new equipment or for the cost incurred in the repair of the Food Service Facilities except for repairs necessitated by gross negligence or willful misconduct of CFS, or any of its employees, agents, or representatives. In any event, CFS shall under no circumstances be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.

6. **Obligations of the Client:** The Client shall be responsible for: (a) providing and furnishing the Food Service Facilities; (b) providing for the proper repair and maintenance of the Food Service Facilities, including plumbing, wiring, or equipment, through its own maintenance staff or by hiring an outside service; (c) replacing, as necessary, any part of the Food Service Facilities; (d) maintaining the Food Service Facilities in accordance with all laws, regulations, orders, directives, statutes, and other rules of any federal, state, or local government bureau or department applicable to the Food Service Facilities; (e) providing for any and all real or personal property tax or similar tax (if applicable); (f) maintaining adequate fire and hazard insurance on the Food Service Facilities; (g) providing and furnishing CFS with a suitable office for the

exclusive use of CFS and its managers; and (h) providing such managers and inmates for CFS personnel purposes as are mutually agreed from time to time by CFS and Client.

7. **Client's Right to Inspect:** CFS shall operate the Food Service Facilities in a manner reasonably satisfactory to the Client. The Client shall have the right to inspect the Food Service Facilities, and the preparation and service of the meals therein, to determine if such are being operated in a safe, sanitary, and proper manner.
8. **Compliance with Regulations:** CFS shall comply with all laws, ordinances, regulations, orders, directives, statutes, and other rules of any federal, state, or local government bureau or department applicable to the preparation and serving of food.

CFS's employees and agents shall also comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws.

9. **Ownership of Inventory:** CFS shall maintain title to all inventories purchased by CFS. CFS will order food and supplies and shall be entitled to utilize its national account or other vendor systems. In the event any vendors extend to CFS any credits or allowances which are exclusively related to the Client's operation of the Food Service Facilities or if CFS receives national account credits from the Client's national account vendors (if any), such credits or allowances shall be passed on to the Client. In the event any of CFS's national account or other vendors extend to CFS any company-wide credits or allowances, including, without limitation, any early payment discounts or volume allowances, CFS shall be entitled to retain such credits or allowances. The Client may specify a local vendor from which it prefers CFS to purchase such food and supplies and CFS shall use such vendor; provided, however, any increase in the price of such food and supplies resulting from the use of such vendor shall be the sole responsibility of the Client and the Client shall pay the same.
10. **Proprietary Information:** During the term of this Agreement, the Client acknowledges that it may acquire or obtain access to proprietary information or materials (the "*Proprietary Items*") of CFS. Proprietary Items are defined as confidential information or materials related to the business of CFS which include, but are not limited to, trade secrets, signage, trademarks, logo, trade dress (including product package design), symbols, slogan emblem, computer software, recipes, diet manuals, videotapes, technical and nontechnical data related to the operations, methods, techniques, processes, finances, existing and future products, actual or potential customers and suppliers, procedure and/or personnel manuals, and any information which has been disclosed to CFS by a third party which CFS is obligated to treat as confidential.

All Proprietary Items are confidential to and are and will remain the sole and exclusive property of CFS. In the event the Client receives, obtains access, or otherwise is exposed to any Proprietary Items, the Client will and shall cause its officers, employees, and agents to, (a) hold the Proprietary Items in trust and in strictest confidence, (b) not

produce, use, distribute or otherwise disseminate the Proprietary Items except to the extent necessary to aid the performance of the services provided by CFS, and (c) otherwise use its best efforts to protect the Proprietary Items from disclosure.

Upon request by CFS and/or termination of this Agreement, the Client shall return all property belonging to CFS, including without limitation, all tangible materials containing or embodying Proprietary Items then in its custody, control, or possession.

**11. Price Redetermination -- Prospective; Increase in Costs:**

- (a) The price per meal stated in Exhibit A shall remain unchanged for a period of no more than one (1) year from the Commencement Date. Following the expiration of this one (1) year firm pricing period, CFS and Client shall have the opportunity to mutually agree on price redeterminations; provided that Contractor shall at a minimum be permitted to price redeterminations that are at least equivalent to the Increase in CPI (as defined herein).
- (b) "Increase in CPI" shall be the percent change in the level of the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") between the date the last prices were in effect and the date of the proposed change. The percent change in the level of the CPI is calculated by first determining the index point change between the two periods and then the percent change. The index point for the first period will be the Commencement Date. For purposes of determining the index point for the second period it shall be the date that CFS notifies Client that it desires to engage in a price redetermination in accordance with this provision.
- (c) Notwithstanding anything contained in this Agreement to the contrary, any increase in costs to CFS resulting from a change in the policies or practices of the Client (including, but not limited to, equipment being inoperable, renovation, electrical failure), the Federal and/or State minimum wage laws, or any other federal, state, and/or local laws shall necessitate a proportionate increase in CFS's charges to the Client. The Client agrees to all reasonable increased charges which are made in good faith by CFS as a result of such increased costs.
- (d) Each redetermination of prices conducted in accordance with the foregoing provisions shall be documented in written amendments to this Agreement, signed by CFS and Client stating that the redetermined prices that will apply, and during what period such redetermined prices will apply.

- 12. Insurance:** CFS shall maintain Workers' Compensation Insurance and Employers Liability covering CFS's employees with limits of \$100,000 per accident. CFS shall maintain Comprehensive General Liability, including premises/operation, independent contractors, personal injury, products/completed operation, and contractual liability/bodily injury with limits of \$1,000,000, \$1,000,000 for Property Damage or

Combined Single Limit for Bodily Injury and Property Damage. Upon request of Client, CFS shall cause certificates of insurance to remain current and delivered to the Client.

13. **Indemnity:** CFS shall likewise release, indemnify and agree to hold harmless the Client from and against any loss, liability, claims, damages, costs, and expenses, including without limitation attorneys' fees, asserted by any third-party for claims or actions arising out of or as a result of CFS's negligence.
14. **Relationship of the Parties:** CFS shall at all times act as an independent contractor. No employee of CFS shall be deemed an employee of the Client, and no employee of the Client, including for purposes herein, managers or inmates that are permitted to work at the direction of Client, shall be deemed an employee of CFS. CFS and the Client shall have full responsibility for payment of wages and compensation to their respective employees and for compliance with all applicable federal and state payroll tax requirements with respect to their respective employees. CFS shall be solely responsible for the supervision of the food service employees in accordance with Equal Opportunity Laws, Executive Orders, and CFS and/or Client policies and procedures. CFS shall have sole control of the manner and means of performing its obligations hereunder.
15. **Equal Opportunity Employment:** CFS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or age, nor shall CFS discriminate against the handicapped, disabled, or veterans, including those of the Vietnam era. CFS shall take affirmative action to insure that, to the extent possible, eligible persons are employed, and that employees are treated, during employment, without discrimination because of their race, color, religion, sex, national origin, age, handicap, disability, or veteran status, including veterans of the Vietnam era.
16. **Event of Default and Remedies:** In the event either party defaults in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof or five (5) days in the case of an obligation to pay money), then the non-defaulting party shall have the right, in addition to any other rights it may have, to terminate this Agreement without further notice. If the nature of the default is such that it may not be reasonably cured within thirty (30) days, the defaulting party shall not be in default if appropriate cure is commenced within ten (10) days and thereafter a cure is reasonably prosecuted to completion.
17. **Assignment:** Neither CFS nor the Client may assign or transfer this Agreement in whole or in part without the written consent of the other party. Such consent shall not be unreasonably withheld, conditioned or delayed. CFS shall have no right to sublet or underlet any portion of said Food Service Facilities.
18. **Method of Operation:**
  - (a) **Food and Supplies for the Food Service Operation:** CFS will order food and supplies necessary for the Client's food service operation. CFS will pay the vendors directly for such food and supplies.

- (b) **Food Service Management Personnel:** CFS will provide the management employees on location for the Client's food service operation at such times as may be mutually agreed to from time to time by CFS and Client. CFS shall maintain Workers' Compensation Insurance covering such personnel.
- (c) **Other Food Service Personnel:** Client shall provide sufficient inmate labor to reasonably permit CFS to conduct its food operations consistent with the terms of this Agreement. Such managers and inmate personnel shall be employees or trustees of Client (as applicable) and shall be employed at Client's own expense, except as otherwise provided in the Proposal.
19. **Billing and Payment:** CFS shall bill Client monthly for the preceding accounting period's charges. Invoices shall be based on actual service performed and actual number of meals prepared for any such accounting period.
- Payments made by the Client to CFS are due within thirty (30) days of receipt of invoice by Client. Unpaid invoices due to CFS will bear the maximum allowable by law from due date until paid.
20. **Cash Sales:** All cash sales will be the property of CFS. CFS shall be responsible for collecting and remitting sales tax, if any, on applicable sales.
21. **Purchase of Inventory:** Upon termination of this Agreement, either at the Termination Date or the expiration of this Agreement, Client shall purchase, or have the new vendor purchase, from CFS the present inventory of food and supplies owned by CFS for use in the Client's food service operation at the cost price to CFS.
22. **Governing Law:** CFS and Client agree that this Agreement shall be governed by the laws of the State of Texas without applying the rules governing conflict of law for that state.
23. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.
24. **Entire Agreement:** It is mutually agreed that this Agreement, the Proposal, and Exhibit A, set forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all existing agreements between the parties concerning such subject matter. It is further agreed that no alterations or amendments shall be made to this Agreement unless they be in writing and approved by both parties.
25. **Authority:** CFS and the Client each represent that the person executing this Agreement,

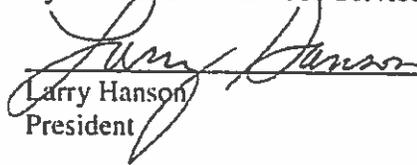
in duplicate, on their behalf has been duly and validly authorized to execute this Agreement on their behalf and that they have full power and authority under all applicable laws and their respective articles of incorporation, bylaws or governing instrument to enter into this Agreement and to perform their obligations hereunder.

**[remainder of page intentionally left blank; signature page follows]**

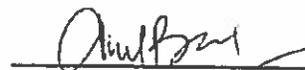
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CFS:

By: Correctional Food Services GP, Inc.,

 8-5-13  
Larry Hanson  
President

CLIENT:

  
Carol Bush  
Ellis County Judge

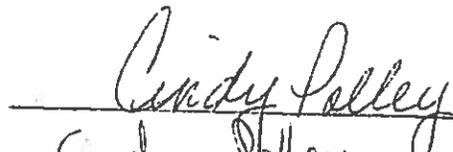
  
Cindy Polley  
Ellis County Clerk

EXHIBIT A

ADDITIONAL OR MODIFIED PROPOSAL TERMS

The Proposal, as originally submitted to Client, was modified at the request of Client to provide for additional obligations of CFS and a new pricing structure. The additions and modifications below replace all analogous provisions in the Proposal in their entirety.

CHANGES IN TERMS:

1. CLIENT AND CFS AGREED-UPON PRICING:

INMATE PER MEAL COST		
# of Meals Served Per Meal Period		Price Per Meal Served
701+		\$0.979
601 - 700		\$1.000
451 - 600		\$1.023
326 - 450		\$1.045
1 - 325		\$1.068

2. Adequate staffing will be provided by CFS as determined by the Ellis County Sheriff's Office.

# Application for Ellis County Emergency Service District Board

Name William Johnson Howell  
 Address 3202 FM 66  
WAXAHACHIE  
 Phone Home \_\_\_\_\_  
 Work \_\_\_\_\_  
 Mobile 469-337-6192  
 E Mail BillHowell747@gmail.com  
 Emergency Service District applying for: 6

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.

No

Do you live within this district? Yes How long have you lived in Ellis County? 30+ years  
 US Citizen? Yes Registered voter? Yes  
 Current employer Guardians Industries  
 Military Service No

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?  
WAXAHACHIE RODEO BOARD

Please tell us about your business experience and your experience on other boards.  
25+ YEARS GLASS INDUSTRY, WAXAHACHIE YOUTH BASEBALL BOARD 2009 TO CURRENT  
WAXAHACHIE RODEO BOARD 4 YEARS

What do you hope to accomplish as a member of the Emergency Service District Board?  
GUIDE STATE, COST EFFECTIVE, AND ADEQUATE SERVICE  
TO THE RESIDENTS OF ELLIS COUNTY

**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. 6 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

7/25/17  
Date