

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

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: August 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
8/1	Waxahachie Area-Fall Stock show Entry Meeting	6		
8/2	Waxahachie-Ennis area-4-H Awards Banquet	157		
8/6	Waxahachie Area-4-H Beef Project Workday	17		
8/8	Waxahachie Area-ECYE Show Meeting	8		
8/12	Waxahachie-Dallas DFW Airport-D-8 Professional Development Tour	47		
8/17	Dallas DFW-Waxahachie-D-8 Professional Development Tour	54		
8/20	Waxahachie area-Cooler Classic Show Prep	18		
8/22	Waxahachie Area-Crops committee meeting	8		
8/23	Waxahachie area-Master Gardener Boar Meeting	3		
8/24	Waxahachie area-Cooler Classic Set up	47		
8/25	Waxahachie area-Cooler Classic Set up	16		
8/26	Waxahachie area-Cooler Classic Set Up	12		
8/27	Waxahachie area-Cooler Classic Set up	56		
8/28	Waxahachie area- Cooler Classic Clean up	16		
8/30	Waxahachie-Waco-Return-Blackland Income Growth Meeting	142		
		607		

Other expenses in field (list)

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

Date: 9/4/18 Signed: Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 607****Selected major activities since last report****August 2018**

- 8/1,6 Fall Stock Show Entry Night. Agent assisted 4-H Agent, parents, leaders and members with completion of Fall major show livestock entries. Ellis county 4-H members will be participating at eh West Texas Fair, Abilene; East Texas State Fair, Tyler; Heart of Texas Fair, Waco; and the State Fair of Texas, Dallas.
- 8/2 Agent assisted 4-H and FCH agents, adult leaders and 4-H members in preparation for and conducting of the Annual 4-H Awards Banquet. Over 150 in attendance.
- 8/6 Agent conducted 4-H Beef Project Workshop to assist members in completing entries and preparing their livestock projects for exhibition at the upcoming Fall Stock Show. Hoof care, daily management and internal and external parasite control were covered. 14 participants total.
- 8/8 Agent attended Ellis County Youth Expo Show committee meeting with Ag Science Teachers, show officials and other volunteers to discuss and finalize plans for the March 24-30, 2019 event.
- 8/12-17 Agent and 4-H Agent attended District 8 Ag Agents Sponsored In-Service and Professional Development Tour to the Northeast part of the country. Wheat, Livestock, and other agricultural interest stops were visited.
- 8/18 Agent assisted volunteers with meal preparation and presentation for over 500 supporters of the Annual Central High and Bardwell Volunteer Fire Department Benefit.
- 8/20 Agent and 8 volunteers set up stalls and pens for the Annual Cooler Classic Steer and Heifer Project Show August 25-26.
- 8/20, 21 Agent and 4-H Agent conducted interviews for Extension Office Part Time Support Staff.
- 8/22 Agent attended monthly meeting with USDA Farm Service Personnel and conducted Crops Committee Program Planning Committee with 5 area crop producers. Update on Farm Bill specifics and plans for Fall Row Crop Producer Meeting were made.
- 8/23 Agent met with Master Gardener Volunteer Officers and Board members to discuss Cash Management Principles as outlined by Extension Guidelines and Policies and discuss Fall Master Gardener Programming topics and ideas.
- 8/24, 25, 26, 27 Agent and volunteers conducted Annual Cooler Classic Steer and Heifer Show with over 85 Heifers on Saturday and over 160 Steers on Sunday. Proceeds from this event are used to support the 4-H Beef Project as needed, scholarships to graduating Seniors and to support Beef Project members at the Ellis County Youth Expo Premium Sale in March.
- 8/28 Agents and 7 Leadership Advisory Board members met to discuss current programming, Extension Budget, participation numbers and ethnic breakdowns, and other related issues for the expansion and improvement of Extension outreach and programming legally. Agent assisted and advised 3 4-H Beef Project families in Project solutions.
- 8/29 Agents volunteers met to honor Rita Hodges, retiring FCH Agent for her 13 years of service to Ellis County and nearly 40 years service to AgriLife Extension.

8/30 Agent attended B.I.G. (Blackland Income Growth) Executive Board Meeting with B.I.G. chairman Bill Foshea of Midlothian. Plans for the 2019 Conference to be held January 15, 16 in Waco were made.

Phone calls, emails, office, home, farm and ranch visits as needed.

Educational Programming

Programs	7
Participants	800+

Educational Contacts

Site Visits 4-H	10
Site Visits Ag	7
Telephone	426
MG/MN Telephone	67
Office Visits	61
E-Mails	628
Newsletter/Letters	358
E-Gardening Newsletters	1605

Media Outreach:

Website hits	146
News Releases	2
Facebook posts	7
MG/MN new releases	3
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

9/4	Lighthouse for Learning Board Meeting-Waxahachie
9/5	4-H Livestock Judging Orientation Meeting-Waxahachie
9/7,8,9	West Texas State Fair Junior Heifer Show-Abilene
9/10	Master Gardener Annual Planning Meeting-Waxahachie
9/12	District 8 In-Service Training-Stephenville
9/18	Monthly Texas Department of Agriculture Private Applicator Training-Waxahachie
9/21,22	4-H Livestock Judging Practice Contest-Brenham/Seguin
9/23	East Texas State Fair Junior Steer Show-Tyler
9/25	State Fair of Texas Exhibitors Meeting-Waxahachie
9/26	Ellis County Youth Expo Show committee meeting-Waxahachie

Mark Arnold

Name

County Extension Agent - Agriculture

Title

Ellis

County

9/4/18

Date

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

NAME: Rita Hodges
 COUNTY: Ellis

TITLE: County Extension Agent - Family & Community Health
 MONTH: August 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
8/1	Waxahachie (Master Wellness Volunteers, 4-H, diabetes education)	17		
8/2	Avalon, Waxahachie, Ennis, Telico (Back to School Health Fair, 4-H Banquet)	101		
8/3	Waxahachie (Better Living for Texans nutrition program, WIC)	15		
8/4	Ferris (Back to School Health Fair, Better Living for Texans)	47		
8/6	Waxahachie (4-H, diabetes education)	11		
8/7	Waxahachie (Better Living for Texans, Senior Center, WIC, Waxahachie C.A.R.E.)	21		
8/8	Ennis, Waxahachie (Golden Circle, Walk Across Texas, Master Wellness Volunteers)	67		
8/9	Ennis, Waxahachie (Deliver Give A Kid A Chance supplies, put backpacks together, Golden Circle, Better Living for Texans)	74		
8/10	Waxahachie (Better Living for Texans nutrition program, 4-H)	12		
8/11	Ennis (Give a Kid a Chance Health Fair, Better Living for Texans)	62		
8/13	Ennis, Waxahachie (Golden Circle, Diabetes program, Better Living for Texans)	65		
8/20	Waxahachie (Master Wellness Volunteers, diabetes education, Walk Across Texas)	71		
8/21	Waxahachie (Better Living for Texans, diabetes education, Master Wellness Volunteers)	13		
8/22	Ennis, Waxahachie (Haven of Hope, Senior Center, Ennis WIC)	68		
8/27	Ennis, Waxahachie (Haven of Hope, WIC, Library, Better Living for Texans)	72		
8/29	Red Oak, Waxahachie (North Ellis county Outreach, Better Living for Texans)	33		
8/30	Waxahachie (Waxahachie C.A.R.E., First Look, Better Living for Texans)	21		
	Total	770		

Other expenses in field (list)

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

Date: August 31, 2018

Signed:

Rita M. Hodges

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 770**

Selected major activities since last report

August 2018

- 8/1 Avalon ISD Health Fair; approximately **300 attended**. Display and information distributed on MyPlate and increasing physical activity.
- 8/4 Ferris ISD Health Fair; approximately **250 attended**. Display information distributed on MyPlate and increasing physical activity.
- 8/8 Diabetes education, Ennis; **21 attended**; focused on type 2 diabetes and the importance of physical activity.
- 8/11 "Give a Kid a Chance" Health Fair in Ennis; approximately **400 attended**. Display and information distributed on MyPlate and increasing physical activity.\
- 8/13 Diabetes education, Ennis; **20 attended**; focused on increasing fruit and vegetable consumption.

Educational Programming:

Programs	5
Participants	991

Educational Contacts:

Site Visits-FCH	11
Telephone	49
Office Visits	4
E-mails	430
Newsletters/Letters	6589

Media Outreach:

News Releases	2
Website	100
Facebook	99

Rita Hodges

Name

County Extension Agent - Family & Community Health

Title

Ellis

County

8/31/18

Date

TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH August 2018

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
08/02	Annual Awards Banquet-Telico	76		
08/7-10	TAE4-HA State Conference-San Antonio	510		121x2=240
08/12-17	District 8 TCAAA AG Tour-Travel to Dallas Love Field	120		
		706		240

Other expenses in field (list)

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

Megan Parr

Date 09/05/2018 Signed: _____

Selected major activities since last report

Miles traveled: 706

- 08/01: Entry Night for Fall majors
- 08/02: Annual Awards Banquet, 126 attended, \$475 raised in silent auction, awards handed out to students and volunteers
- 08/04: Club Officer Workshop: 35 students attended, hosted by County Council, trained on officer roles, club meetings, teamwork, communication, and parliamentary procedure
- 08/06: Entry Night for Fall majors
- 08/07-10: TAE4-HA State Conference in San Antonio, agent served as State President, Presented a workshop over canva, received awards for ag literacy programming, promotional package, and the Beyond Youth Leadership award.
- 08/12-17: District 8 TCAAA Ag Tour of the Pacific Northwest, toured farms and ag businesses in Washington, Idaho, and Oregon
- 08/18: Met with club leaders for the livestock club
- 08/20 & 22: Secretarial Interviews for part time secretary
- 08/21: District Program Planning meeting/40 Under 40 Luncheon (agent received award)
- 08/22: Texas 4-H Virtual Summit, attended sessions
- 08/24-26: Cooler Classic cattle show, ran concession stand with Adult Leaders Association
- 08/27: County Council & Adult Leaders Association meeting, 19 present, presented program over listening
- 08/28: LAB meeting
- 08/30: Club Manager Meeting, presented rules & guidelines, financial management, best practices, club manager responsibilities, and new happenings in Ellis County 4-H, 15 present

Educational Contacts

Educational Programming:

Programs 4
 Participants.....168

Educational Contacts:

Site Visits 4-H..... 3
 Telephone..... 352
 Office Visits..... 48
 E-mails.....456
 Newsletters/letters..... 465
 Faxes 15

Media Outreach:

News Releases..... 0
 TV/Radio..... 0
 Website Hits..... 207
 Social Media Contacts..... 23 posts on FB, 1591 follows (16,213 post reach, 2 ads), 20 on Instagram (313 follows)

Major plans for next month

- Livestock Judging Meeting
- PDC/District 8 TAE4-HA meeting
- 4-H Kick-Off
- District meeting
- West Texas Fair
- East Texas Fairstate Fair of Texas
- Rabbit Workshop (agents)
- 4-H Meetings-programs
- WISD Meeting
- ECYE Ambassadors @ Farmers' Market

Name: Megan Parr
 Title: County Extension Agent 4-H
 Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis
 Date:09/05/2018

ELLIS COUNTY BUDGET
2017/2018
2009/2010 LINE ITEM ADJUSTMENT

RECEIVED

SEP 10 2018 F1

ELLIS COUNTY

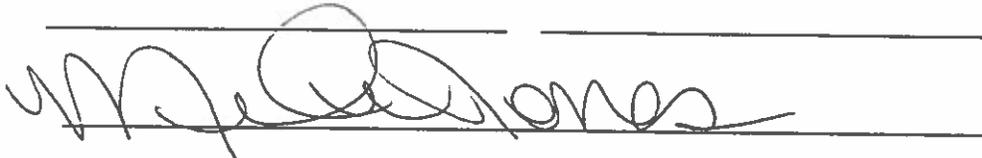
I am requesting that the Ellis County Commissioners' Court make necessary Line Item Adjustments to my
~~2009/2010~~ Budget as follows: 2018

TRANSFER FROM:

ACCOUNT NO	ACCOUNT TITLE	AMOUNT
0614 - 50801	Supplies	1,500 ⁰⁰

TRANSFER TO:

ACCOUNT NO	ACCOUNT TITLE	AMOUNT
0614 - 50809	Auto Repairs	1,500 ⁰⁰



SIGNATURE OF DEPARTMENT HEAD

CONSTABLE PRECINCT 4
DEPARTMENT

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

APPROVED THIS _____ DAY OF _____, 2009/2010 2018

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

Approved by County Auditor's Office: DeVonda Spivey 9/11/18

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

RECEIVED
SEP 14 2018
ELLIS COUNTY
AUDITOR *FD*

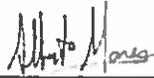
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50703	Telephone	\$425.00
001-0060-50802	Equipment	\$100.00
001-0060-50808	Auto Gas	\$1,000.00
001-0060-50809	Auto Repairs	\$125.00
001-0060-50873	Office Equipment/Maint/Repair	\$100.00
	TOTAL	\$1,750.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50805	Conference	\$1,625.00
001-0060-50819	Computer	\$125.00
	TOTAL	\$1,750.00



Signature of Department Head

9/14/2018

Date Signed

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 _____, 2018

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

Approved by County Auditor's Office:

DeVonde Spulker 9/17/18

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

RECEIVED

F3

SEP 17 2018

ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50601-00000	Travel Reimb	60.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50799-00000	Copier / Maint / Supplies	60.00

Paula Cates
Signature of Department Head

9-17-2018
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 _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonda Spurluck 9/17/18

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

RECEIVED

F4

SEP 17 2018
ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0380-50601-00000-000	TRAVEL REIMBURSEMENT	\$450.00
001-0380-50802-00000-000	EQUIPMENT	\$220.00
001-0380-50882-00000-000	BOOKS	\$376.00
001-0380-50805-00000-000	CONFERENCE	\$907.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0380-50832-00000-000	VISITING JUDGE	\$1,953.00

[Signature]
Signature of Department Head

9-18-18
Date Signed

CCL1
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonda Spaulden 9/17/18

F5

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-30301-00000-000	FM2-FUND-BALANCE-GARRY-OVER	\$110,000.00
40003	FM2 Misc Reimbursements	
per phone conversation w/ Commissioner Grayson 9/17/18		

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50915-00000-000	FM2 ASPHALT	\$104,000.00
010-0653-50910-00000-000	FM2 GAS-OIL	\$6,000.00

POSTED
PCT2
COMPUTER

Signature of Department Head

9.12.18
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 _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Soucek 9/17/18



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 9/17/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

Misc. Reimbursements 010-0653-40003 \$ 110,000.00

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed Miykael Reeve
Miykael Reeve, CGFO
County Auditor

RECEIVED

SEP 18 2018

ELLIS COUNTY
AUDITOR

FB

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

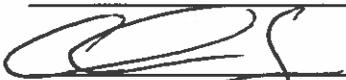
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50806-00000-000	Bonds-Dues	\$ 215.60
001-0015-50815-00000-000	Jailer Uniforms	\$ 48.34
001-0015-50801-00000-000	Supplies	\$ 401.39
001-0015-50819-00000-000	Computer	\$ 204.76
001-0015-50835-00000-000	Empl Training	\$ 400.00
001-0015-50868-00000-000	Professional Svc	\$ 165.05
001-0015-50873-00000-000	Bldg Mech Contracts	\$ 110.85
001-0015-50888-00000-000	Comp Svc Hardw-Softw	\$ 1,480.84

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50802-00000-000	Equipment	\$ 774.83
001-0015-50865-00000-000	Pre-Empl Screening	\$ 2,252.00


Signature of Department Head

September 18, 2018
Date Signed

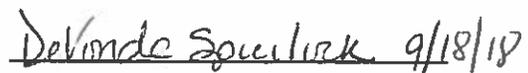
015 / Jail
Department

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

APPROVED THIS _____ DAY OF _____, 2018

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

Approved by County Auditor's Office:


DeVonde Spurlink 9/18/18

RECEIVED

SEP 17 2018

ELLIS COUNTY AUDITOR *EF*

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-40008-00000-000	FM4/INTERLOCAL	135,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50911-00000-000	FM4/GRAVEL	135,000.00

[Signature]
Signature of Department Head

17-Sep-18

Date Signed

R & B Pct. 4

Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spaulink 9/17/18



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 9/17/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

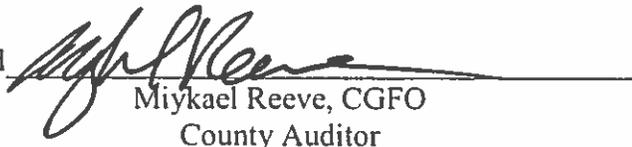
Interlocal 012-0755-40003 \$135,000.00

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed


Miykael Reeve, CGFO
County Auditor

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

RECEIVED
SEP 18 2018
ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-50601-00000-000	Mileage Reimbursement	\$ 327.00
001-0010-50603-00000-000	Ammunition	\$ 18.00
001-0010-50697-00000-000	Special Investigations	\$ 15,772.18
001-0010-50704-00000-000	Pest Control	\$ 90.00
001-0010-50803-00000-000	Furniture-Fixtures	\$ 290.73
001-0010-50804-00000-000	Shipping & Postage	\$ 526.60
001-0010-50806-00000-000	Official Bond-Dues	\$ 896.36
001-0010-50819-00000-000	Computer	\$ 425.79
001-0010-50824-00000-000	Collision Repair	\$ 10,000.00
001-0010-50835-00000-000	Employee Training	\$ 191.22
001-0010-50847-00000-000	Promotional & Printing	\$ 1,338.12
001-0010-50865-00000-000	Pre-Employee Training	\$ 5,040.00
001-0010-50870-00000-000	Estray	\$ 8,089.30
001-0010-50884-00000-000	Auto Ins	\$ 5,716.00
001-0010-50888-00000-000	Computer Svcs	\$ 1,552.03
001-0010-50902-00000-000	Crime Prevention	\$ 278.20
001-0010-50904-00000-000	Animal Control	\$ 354.56

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-50801-00000-000	Supplies	\$ 366.28
001-0010-50808-00000-000	Auto Gas-Oil	\$ 36,034.00
001-0010-50810-00000-000	Auto Tires	\$ 1,788.76
001-0010-50821-00000-000	Uniform Expense	\$ 62.18
001-0010-50868-00000-000	Contract Svcs	\$ 11,268.30
001-0010-50889-00000-000	Transport Expense	\$ 1,386.57


Signature of Department Head

September 18, 2018
Date Signed

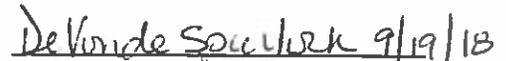
010 / SO
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:


DeVonde Souther 9/19/18

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

RECEIVED

SEP 19 2018

EQ

ELLIS COUNTY
AUDITOR

I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0704-50915-00000-000 DIT	Asphalt	\$6,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50802-00000-000	Purchase Equipment	\$6,000.00


Signature of Department Head

9/19/2018
Date Signed

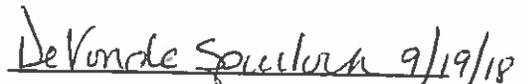
Road & Bridge #3
Department

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

APPROVED THIS _____ DAY OF _____, 2018

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

Approved by County Auditor's Office:


DeVonde Spaulden 9/19/18

FID

RECEIVED

SEP 18 2018

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0310-50601-00000-000	Travel Reimbursement	\$500.00
001-0310-50873-00000-000	Maint/Rps Ofc Equip	\$50.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0310-50605-00000-000	Conference	\$550.00

Melanie Reed
Signature of Department Head

9/14/2018

Date Signed

District Clerk
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spurlink 9/19/18

F11

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50502-00000-000	FULL TIME SALARIES	45,745.00
001-0420-50505-00000-000	LONGEVITY	900.00
001-0420-50875-00000-000	JUVEN-PSYCHOLOGICALS	3,850.00
001-0420-50877-00000-000	JUVEN MEDICALS	11,000.00
001-0420-50889-00000-000	TRANSPORT EXPENSE	350.00
001-0420-50894-00000-000	SECURE RESIDENTIAL	13,020.00
001-0420-50895-00000-000	JUV.VOCATIONAL/EDUCATION TRAINING	16,100.00
001-0420-50897-00000-000	SUBSTANCE ABUSE SERVICES	15,000.00
		\$ 105,965.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50703-00000-000	TELEPHONE	2,500.00
001-0420-50845-00000-000	JUVENILE DETEN SERVICE	66,650.00
001-0420-50872-00000-000	AUDIT FEES	100.00
001-0420-50878-00000-000	JUVEN RESIDENTIAL	25,244.00
001-0420-50896-00000-000	SEX OFFENDER SERVICES	6,500.00
001-0420-50898-00000-000	INDIVIDUAL/FAMILY COUNSELING	4,971.00
		\$ 105,965.00

Approved Juvenile Board 9/19/18
 Signature of Department Head Date Signed Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spudis 9/19/18

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

F12

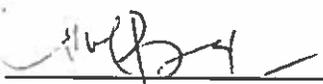
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-50801	Supplies	1,500
001-0390-50809	Auto Repairs	450

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-50601	Travel Reimbursement	500
001-0390-50803	Furniture/Fixtures	1,000
001-0390-50873	Maint/RSP OFC Equip	450



Signature of Department Head

Date Signed

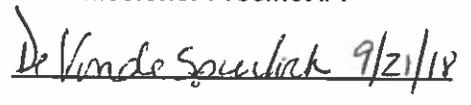
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:



DeVonde Spaulink 9/21/18



AGENDA ITEM SP1
Ellis County Commissioners' Court
September 25, 2018



SHORT TITLE:
Simplified plat of RCC Addition, Lots 1-3.

LEGAL CAPTION:
Consider & act upon a simplified plat of RCC Addition, Lots 1-3. The property contains ± 15.602 acres in the Thurmond Taylor Survey, Abstract No. 1084 located on the south side of Armstrong Road ± 1,900 west of Matthews Road, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road & Bridge Precinct No. 3.



APPLICANT(S):
Wesley Rhea



PURPOSE:
The applicant is requesting to create three (3) lots on this property. Each proposed lot meets the required road frontage and has lot sizes ranging from two (2) acres to eleven (11) acres.



HISTORY:
No previous subdivision history exists on this property.



OTHER RELEVANT INFORMATION:
Thoroughfare Plan:
The plat shows a 40-foot right-of-way dedication along Armstrong Road as it is classified as a minor arterial requiring dedication of 80 feet. This dedication meets the requirements set forth by the County.



ANALYSIS:
The plat meets all the requirements outlined in the regulations and the adopted variance request.



RECOMMENDATION:
Staff recommends approval of this plat, as presented.



- ATTACHMENTS:**
1. Location Map
 2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod

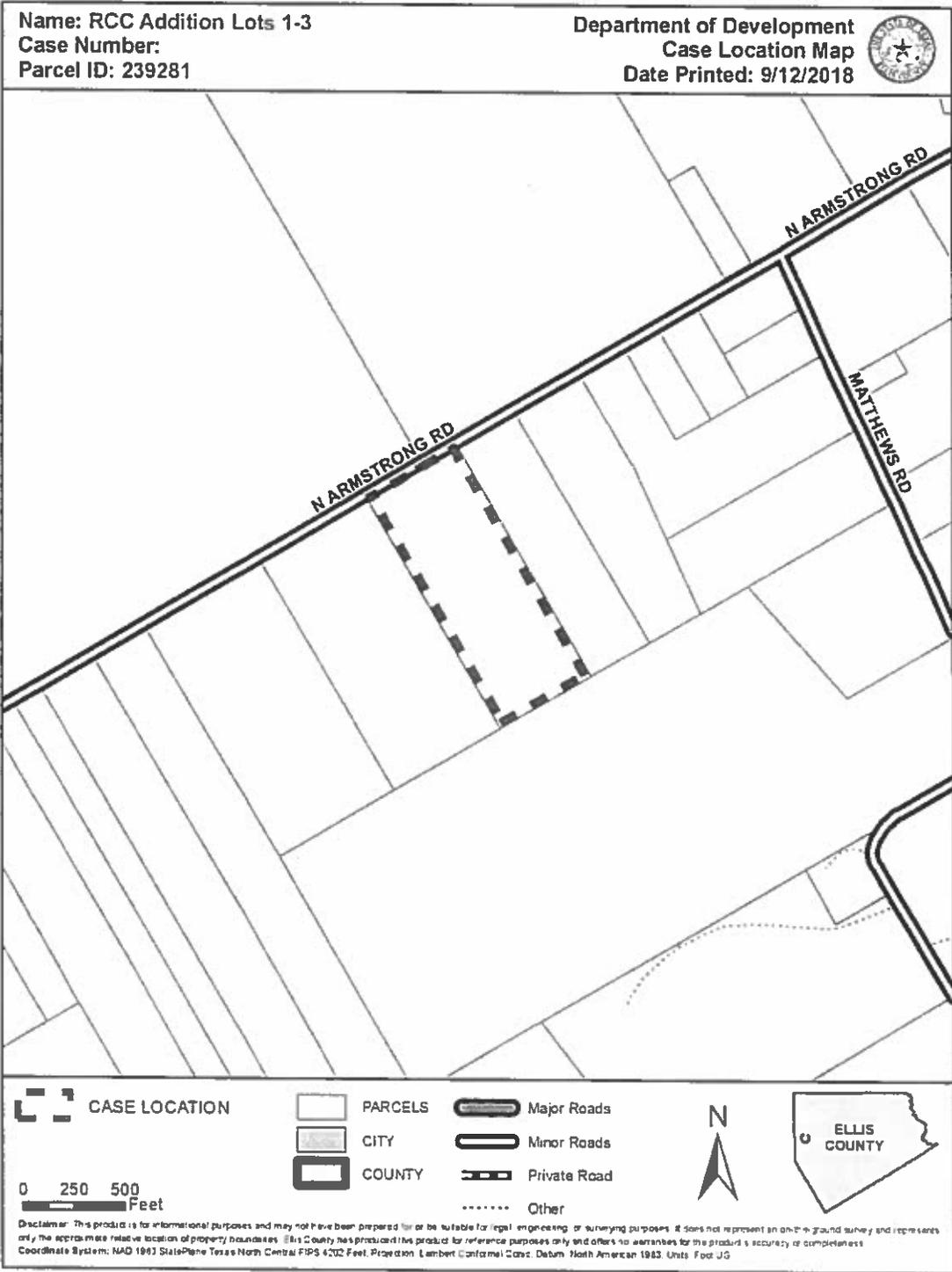


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1



97 022154 32,361318 Author: rebecca charles GIS@dod.co.ellis.tx.us Date Printed: 9/12/2018



AGENDA ITEM SP2
Ellis County Commissioners' Court
September 25, 2018



SHORT TITLE:

Simplified plat of Webb's Sims Road Place, Lots 1-2.

LEGAL CAPTION:

Consider & act upon a simplified plat of Webb's Sims Road Place, Lots 1-2. The property contains ± 10.165 acres in the J.J. Mallard Survey, Abstract No. 708 located on the east side of Sims Road ± 300 feet south of Curry Road, Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Charles Webb



PURPOSE:

The applicant is requesting to create two (2) lots on this property. Each proposed lot meets the required road frontage and has lot sizes of one (1) acre and ten (10) acres.



HISTORY:

No previous subdivision history exists on this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The plat shows a triangular 30-foot right-of-way dedication along Sims Road. This dedication meets the requirements set forth by the County.



ANALYSIS:

The plat meets all the requirements outlined in the regulations and the adopted variance request.



RECOMMENDATION:

Staff recommends approval of this plat, as presented.



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod

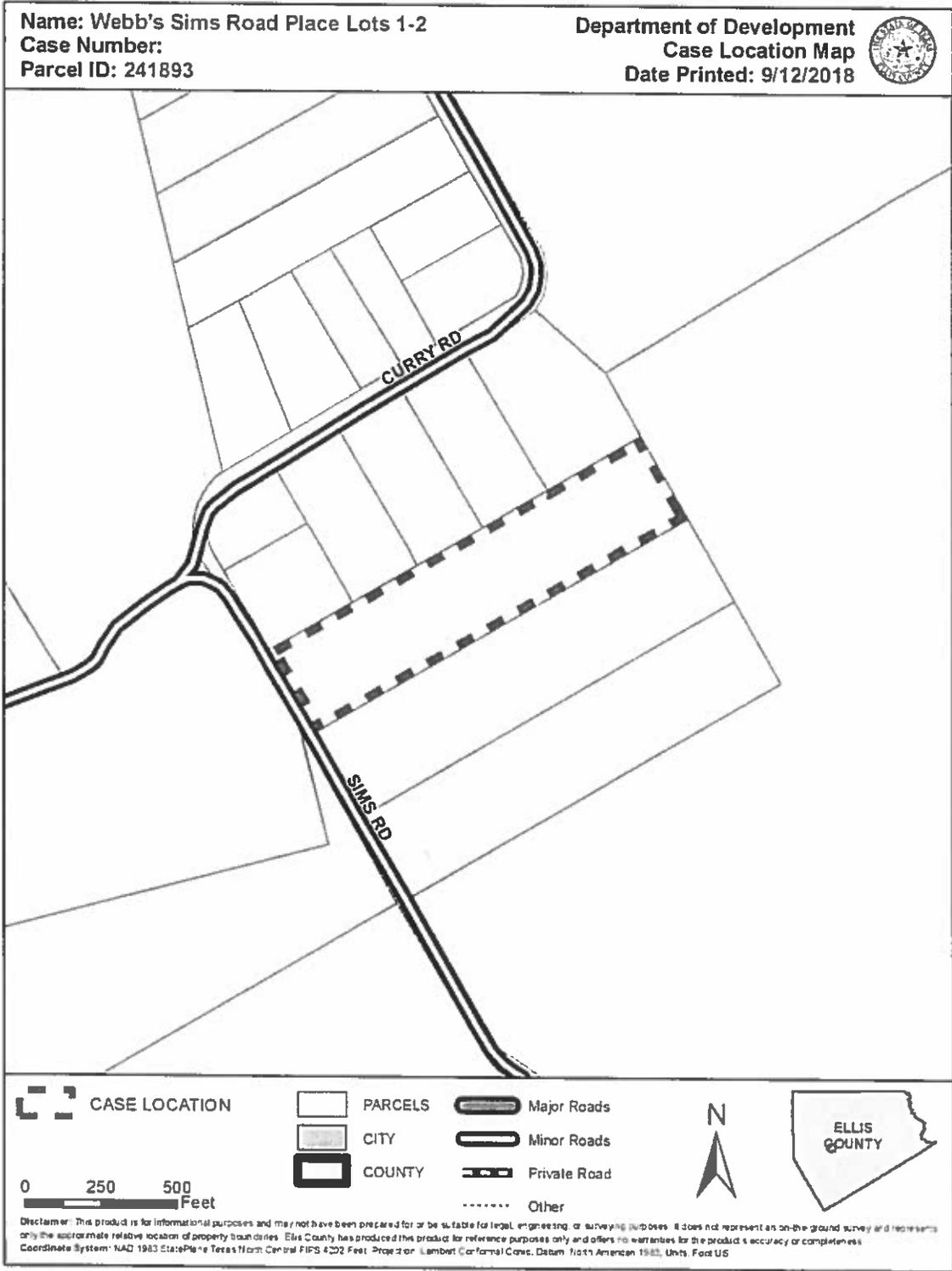


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1





AGENDA ITEM 1.1
Ellis County Commissioners' Court
September 25, 2018



SHORT TITLE:

Amendment to drainage requirements in existing regulations.

LEGAL CAPTION:

Consider and act upon an amendment to Order No. 192.02, as amended, the Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, Appendix A (Drainage Requirements Criteria & Design Standards), specifically amending Section F (Storm Drainage Design Criteria) revising Runoff Coefficients for Types of Land Use, Rainfall Intensity, and Inlet Time of Concentration and any other related articles, sections, and paragraphs.



PURPOSE & ANALYSIS:

Staff is bringing forth this amendment package for the following reasons:

- These amendments better align Ellis County Drainage Design Standards with the North Central Texas Council of Government's (NCTCOG) iSWM (Integrated Stormwater Management) Technical Manual, which was created in response to the continuing growing occurring in the D-FW region.
 - The iSWM™ Program for Construction and Development is a cooperative initiative that assists cities and counties to achieve their goals of water quality protection, streambank protection, and flood mitigation, while also helping communities meet their construction and post-construction obligations under state stormwater permits.
 - Development and redevelopment by their nature increase the amount of imperviousness in our surrounding environment. This increased imperviousness translates into loss of natural areas, more sources for pollution in runoff, and heightened flooding risks.
 - To help mitigate these impacts, more than 60 local governments are cooperating to proactively create sound stormwater management guidance for the region through the *integrated* Stormwater Management (iSWM) Program.
- These amendments update current runoff coefficients to standard accepted engineering practice and more accurately reflect calculated storm water flow between non-developed and developed areas.
- Establishes a procedure to ensure post-developed storm water runoff is conveyed downstream in an acceptable manner without adverse impact.
- To ensure that culverts and bridges at roadway crossings are designed with freeboard for public safety
- To better define hydrologic and hydraulic terminology.
- To clean up language and formulas that are unclear in the current version.



PROPOSED AMENDMENT:

Below are all the changes in red-line strike-through format. A clean version is available in Exhibit A of Attachment No. 2 (Draft Order).

APPENDIX "A"

SECTION E III- STORM DRAINAGE CRITERIA

A. APPLICATION

1) Storm Water Runoff: All storm water drainage improvements shall be designed based upon the entire contributing drainage area being fully developed ~~(ultimate development). Existing development and the equivalent runoff for single family residential lots of one (1) acre or more for undeveloped acres shall be assumed for the contributing drainage area.~~

(2) A downstream assessment may be required at the direction of the Ellis County Engineering Department. Depending upon project and site-specific conditions, as well as downstream facilities, the developer may be required to provide a narrative and detailed calculations demonstrating the degree of downstream impacts.

(3) The intent of the downstream assessment is to analyze the pre-project and post-project hydrologic and hydraulic conditions to ensure that post-developed runoff is conveyed downstream in an acceptable manner. Therefore, the results of the downstream assessment may require additional design considerations to ensure no adverse impacts on downstream properties.

a) General –

(1) The design of storm drainage improvements in Ellis County shall be based on flood discharges determined by using an appropriate method.

i) The Rational Method for drainage areas may be used to estimate peak flow of basin areas of up to about 200 acres or less. ~~except the Modified Rational Method shall be used for designing detention ponds (see paragraph 6). If the drainage area is greater than about 200 acres, the regression equations for Texas Region 2 shall be used (see Tx DOT Hydraulic Manual, para. 2-302.1.1).~~

ii) The SCS Unit Hydrograph Method may be used for basin areas of any size and all design applications.

iii) The Texas Department of Transportation (TxDOT) Regression Equations may be used for basin areas from 10 to 100 square miles for



rural design applications (see current TxDOT Hydraulic Manual – Regression Equations Section).

(2) The Rational Method is based on the direct relationship between rainfall and runoff, and the method is expressed by the following equation:

$$Q=CIA,$$

where,

~~Q = is the discharge in cubic feet per second at a given point~~ the maximum rate of discharge (cfs)

~~C = a coefficient of runoff representing the ratio of runoff to rainfall~~

~~I = the average intensity of rainfall (inches per hour) for the most critical time of concentration and design storm frequency. Time concentration is a period equal to the time of flow from the most remote point of the drainage area to the first inlet point on the storm sewer.~~

~~A = is the drainage area (acres) tributary to the design point.~~

Values for the runoff coefficient are given in Table 1.

TABLE 1 - RUNOFF COEFFICIENTS FOR TYPES OF LAND USE:

Type of Area Or Land Use	Adopted Runoff Coefficient "C" (Ratio of Runoff to Rainfall)
<u>Agricultural Areas</u>	<u>0.30</u>
Parks or Open Areas	0.40 <u>0.30</u>
Residential Areas (Lots of 1 acre or more)	0.40 <u>0.45</u>
Residential Areas (Lots of less than 1 acre)	0.50 <u>0.65</u>
<u>Multi-family Units</u>	<u>0.75</u>
<u>Commercial / Industrial Areas</u>	0.75
Apartment Areas	0.80
Business Areas	0.95
<u>Streets (asphalt, concrete, other pavement)</u>	<u>0.95</u>
<u>Drives, Walks, Roofs</u>	<u>0.95</u>

3) Rainfall Intensity is the average rainfall rate in in/hr for a duration equal to the time of concentration for a selected return period. Once a particular return period has been selected for design and a time of concentration calculated for the drainage area, the rainfall intensity can be determined from Rainfall-Intensity-Duration data given in the ISWM Technical Manual in the Ellis County Rainfall Data section or other methods accepted as standard engineering practice.



- i) Rainfall intensity can be determined from the formula:

$$i = \frac{b}{(t + d)^e}$$

where,

i = rainfall intensity (in/hr)

t = rainfall duration (min) (equal to the time of concentration)

b, d, and e = ~~constants listed by Texas Counties in Table 6, Chapter 2, Tx DOT Hydraulic Manual~~ parameters found in the ISWM Technical Manual

- ii) The time of concentration (t_c) is the time in minutes required for ~~the runoff to~~ overland flow from the most hydraulically remote point in the watershed to ~~the facility site and is equal to the distance along the water course divided by the average velocity of runoff~~ to a point where the runoff is concentrated plus the time of flow in a closed conduit or open channel to the design point. ~~Figure 5, Chapter 2, Tx DOT Hydraulic Manual, provides approximate velocities for various slopes and ground covers~~
- iii) The time of concentration may be determined by using methods accepted as standard engineering practice. The ~~minimum~~ inlet time of concentration for various types of areas to be used for design purposes ~~are as follows~~ can be seen in Table 2:

TABLE 2. INLET TIME OF CONCENTRATION

Type of Area	Minimum Time	Maximum Time
<u>Parks or Open Areas</u>	20 Minutes	<u>30 minutes</u>
Residential	15 Minutes	<u>30 minutes</u>
Industrial	10 Minutes	<u>20 minutes</u>
Business/ <u>Commercial</u>	10 Minutes	<u>20 minutes</u>

- 2) Storm Water Design Frequencies:
Recommended design storm frequencies for the storm drainage improvements in Ellis County are ~~as follows~~ listed in Table 3:



TABLE 3. DESIGN STORM FREQUENCIES

<u>Drainage Facility</u>	<u>Storm Frequency</u>
Roadway Ditches & Driveway Culverts	5-year (see Fig. 2)
Enclosed Storm Drainage	25-year (see Fig. 3)
Roadway Right-of-Way Culvert and all Bridges	100-year <u>plus one (1) freeboard above the 100-year water surface elevation</u>
Grass-Lined Earth & Concrete Lined Channels	100-year plus one (1) freeboard above the 100-year water surface elevation
Large Culverts or Small Bridges with less than 50-foot span	50-year (low chord of Bridges shall be two (2) feet above 50-year water surface elevation 1/

*The discharge for 100-year return frequency storm and the resulting possible damages there from shall be evaluated to determine if said damages are sufficient to warrant enlargement of the planned facility.

5. Street Drainage Requirements:

- i) The permissible water spreads for streets are based on the 5-year flood design storm
- ii) All streets shall be capable of conveying a 100-year flood design storm without water exceeding the right-of-way limits and/or drainage easement on adjacent lots.
- iii) The spread limits listed ~~below~~ in Table 4 shall apply to the following streets and facilities:

TABLE 4. PERMISSIBLE WATER SPREAD (5-YEAR ~~FLOOD~~ DESIGN STORM)

Minor Regional Arterials	1 lane open in each direction
Major Collectors <u>Minor Arterials</u>	1 lane open
Country Lanes & Minor Collectors	Top of Curb



Note: Inverted crown sections are permitted only in alleys.

ANALYSIS

Staff has worked on these set of amendments for the past few months and researched various county's regulations, iSWM (Integrated Stormwater Management) Technical Manual, and common professional planning, subdivision, and engineering dictionaries to come up with these amendments.



Legal Notifications:

Staff advertised this proposed amendment in the September 9, 2018, edition of the Waxahachie Daily Light, satisfying the legal notification requirement of fifteen (15) days notice before the scheduled public hearing.

ATTACHMENTS:

1. Newspaper Notice
2. Draft Order



RECOMMENDATION:

Staff recommends approval of these amendments, as presented.



APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County

Joseph Jackson, PE, CFM
Assistant County Engineer
Ellis County

Ted Kantor, PE, CFM
County Engineer
Ellis County



ATTACHMENT NO. 1

LEGALS

Legal Notices

NOTICE OF PUBLIC HEARING

The County of Ellis will conduct a public hearing to consider and act upon a request to amend Order No. 132.02, as amended, the Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, amending Appendix A (Drainage Requirements Criteria & Design Standards), specifically Section F (Storm Drainage Design Criteria) to revise Runoff Coefficients for Types of Land Use, Rainfall Intensity, and Inlet Time of Concentration and any other related articles, sections, and paragraphs. This public hearing is scheduled for the Commissioners' Court on **Tuesday, September 25, 2018, at 10:00 AM** on the 2nd Floor of the Historic Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas. Please contact the Department of Development concerning any questions at: 972-825-5200.



ATTACHMENT NO. 2

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

**AMENDMENT TO RULES AND REGULATIONS
DEFINITIONS**

On this the 25th day of September 2018, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Carol Bush

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS AMENDING THE COUNTY OF ELLIS RULES, REGULATIONS, AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES, COURT ORDER NUMBER 192.02, AS AMENDED AMENDING APPENDIX A (DRAINAGE REQUIREMENTS CRITERIA & DESIGN STANDARDS), SPECIFICALLY SECTION F (STORM DRAINAGE DESIGN CRITERIA) REVISING RUNOFF COEFFICIENTS FOR TYPES OF LAND USE, RAINFALL INTENSITY, AND INLET TIME OF CONCENTRATION AND ANY OTHER RELATED ARTICLES, SECTIONS, AND PARAGRAPHS., PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commissioners’ Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY TEXAS, THAT:



SECTION 1. The approved amendments for the County of Ellis Rules, Regulations, and Specifications for Subdivision and Manufactured Homes are amended to read as follows and found in Exhibit A with the rest of the Section and Order remaining in full effect:

SECTION 2. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

SECTION 3. SEVERABILITY CLAUSE

If any section, paragraph, sentence, phrase or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 25TH DAY OF SEPTEMBER, 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A

APPENDIX A

SECTION III. STORM DRAINAGE DESIGN CRITERIA

A. APPLICATION

- (1) Storm Water Runoff: All storm water drainage improvements shall be designed based upon the entire contributing drainage area being fully developed.
- (2) A downstream assessment may be required at the direction of the Ellis County Engineering Department. Depending upon project and site specific conditions, as well as downstream facilities, the developer may be required to provide a narrative and detailed calculations demonstrating the degree of downstream impacts.
- (3) The intent of the downstream assessment is to analyze the pre-project and post-project hydrologic and hydraulic conditions to ensure that post-developed runoff is conveyed downstream in an acceptable manner. Therefore, the results of the downstream assessment may require additional design considerations to ensure no adverse impacts on downstream properties.

B. GENERAL

- (1) The design of storm drainage improvements in Ellis County shall be based on flood discharges determined by using an appropriate method.
 - (i) The Rational Method may be used to estimate peak flow for basin areas of 200 acres or less.
 - (ii) The SCS Unit Hydrograph Method may be used for basin areas of any size and all design applications.
 - (iii) The Texas Department of Transportation (TxDOT) Regression Equations may be used for basin areas from 10 to 100 square miles for rural design applications (see current TxDOT Hydraulic Manual – Regression Equations Section).

- (2) The Rational Method is based on the direct relationship between rainfall and runoff, and the method is expressed by the following equation:

$$Q=CIA,$$

where,

Q = the maximum rate of discharge (cfs).

C = a coefficient of runoff

I = intensity of rainfall (in/hr)



A = the drainage area (acres)

Values for the runoff coefficient are given in Table 1.

TABLE 1. RUNOFF COEFFICIENTS FOR TYPES OF LAND USE

TYPE OF AREA OR LAND USE	ADOPTED RUNOFF COEFFICIENT "C"
Agricultural Areas	0.30
Parks or Open Areas	0.30
Residential Areas (Lots of 1 acre or more)	0.45
Residential Areas (Lots of less than 1 acre)	0.65
Multi-family Units	0.75
Commercial / Industrial Areas	0.75
Apartment Areas	0.80
Business Areas	0.95
Streets (Asphalt and Concrete, other pavement)	0.95
Drives, Walks, and Roofs	0.95

- (3) Rainfall Intensity is the average rainfall rate in in/hr for a duration equal to the time of concentration for a selected return period. Once a particular return period has been selected for design and a time of concentration calculated for the drainage area, the rainfall intensity can be determined from Rainfall-Intensity-Duration data given in the ISWM Technical Manual in the Ellis County Rainfall Data section or other methods accepted as standard engineering practice.

- (i) Rainfall intensity can be determined from the formula:

$$i = \frac{b}{(t + d)^e}$$

where,

i = rainfall intensity (in/hr)

t = rainfall duration (min) (equal to the time of concentration)

b, d, and e = parameters found in the ISWM Technical Manual

- (ii) The time of concentration (t_c) is the time in minutes required for overland flow from the most hydraulically remote point in the watershed to a point where the runoff is concentrated plus the time of flow in a closed conduit or open channel to the design point.
- (ii) The time of concentration may be determined by using methods accepted as standard engineering practice. The minimum inlet time of concentration for various types of areas to be used for design purposes can be seen in Table 2.



TABLE 2. INLET TIME OF CONCENTRATION

Type of Area	Minimum Time	Maximum Time
Parks or Open Areas	20 Minutes	30 minutes
Single Family Residential	15 Minutes	20 Minutes
Industrial	10 Minutes	20 Minutes
Business	10 Minutes	20 Minutes

- (4) Storm Water Design Frequencies:
- (i) Recommended design storm frequencies for the storm drainage improvements in Ellis County are listed in Table 3.

TABLE 3. DESIGN STORM FREQUENCIES

Drainage Facility	Minimum Design Storm
Roadway Ditches & Driveway Culverts	5-year
Enclosed Storm Drainage	25-year
Roadway Culverts and All Bridges	100-year plus one-foot of freeboard above the 100-year water surface elevation
Earthen & Concrete Lined Channels (channel solely for conveying storm water runoff)	100-year plus one-foot of freeboard above the 100-year water surface elevation

*The discharge for 100-year return frequency storm and the resulting possible damages there from shall be evaluated to determine if said damages are sufficient to warrant enlargement of the planned facility.

- (5) Street Drainage Requirements:
- (i) The permissible water spreads for streets are based on the 5-year design storm.
 - (ii) All streets shall be capable of conveying a 100-year design storm without water exceeding the right-of-way limits and/or drainage easement on adjacent lots.
 - (iii) The spread limits listed in Table 4 shall apply to the following streets and facilities:

TABLE 4. PERMISSIBLE WATER SPREAD (5-YEAR DESIGN STORM)

Type of Road	Design
Regional Arterial	One lane open in each direction
Minor Arterial	One lane open
Collector	Top of curb

Note: Inverted crown sections are permitted only in alleys.



AGENDA ITEM 1.2
Ellis County Commissioners' Court
September 25, 2018



SHORT TITLE:

Replat of Maypearl Hidden Hills, Lots 41A & 41B.

LEGAL CAPTION:

Consider & act upon a replat of Maypearl Hidden Hills, Lots 41A & 41B. The property contains a total of ± 2.396 acres Of land located at the northwest corner of DuBose Way and Mangrum Drive, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road & Bridge Precinct No. 3.



APPLICANT(S):

Danielle Boston



PURPOSE:

The applicant is requesting to combine these (2) lots into one (1) lot.



HISTORY:

This property was originally approved and and filed in January 2011. In a subsequent replat, this lot was split into two (2) lots. This request will bring it back to one (1) lot, as it was approved in 2011.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

No right-of-way dedication is required for this replat.

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 August 24, 2018, and the Waxahachie Daily Light on August 24, September 12, and September 16, 2018. To date, the Department staff has not received any inquiries regarding this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

Staff recommends approval of this replat, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod



ATTACHMENTS:

1. Location Map
2. Replat
3. Public Notices



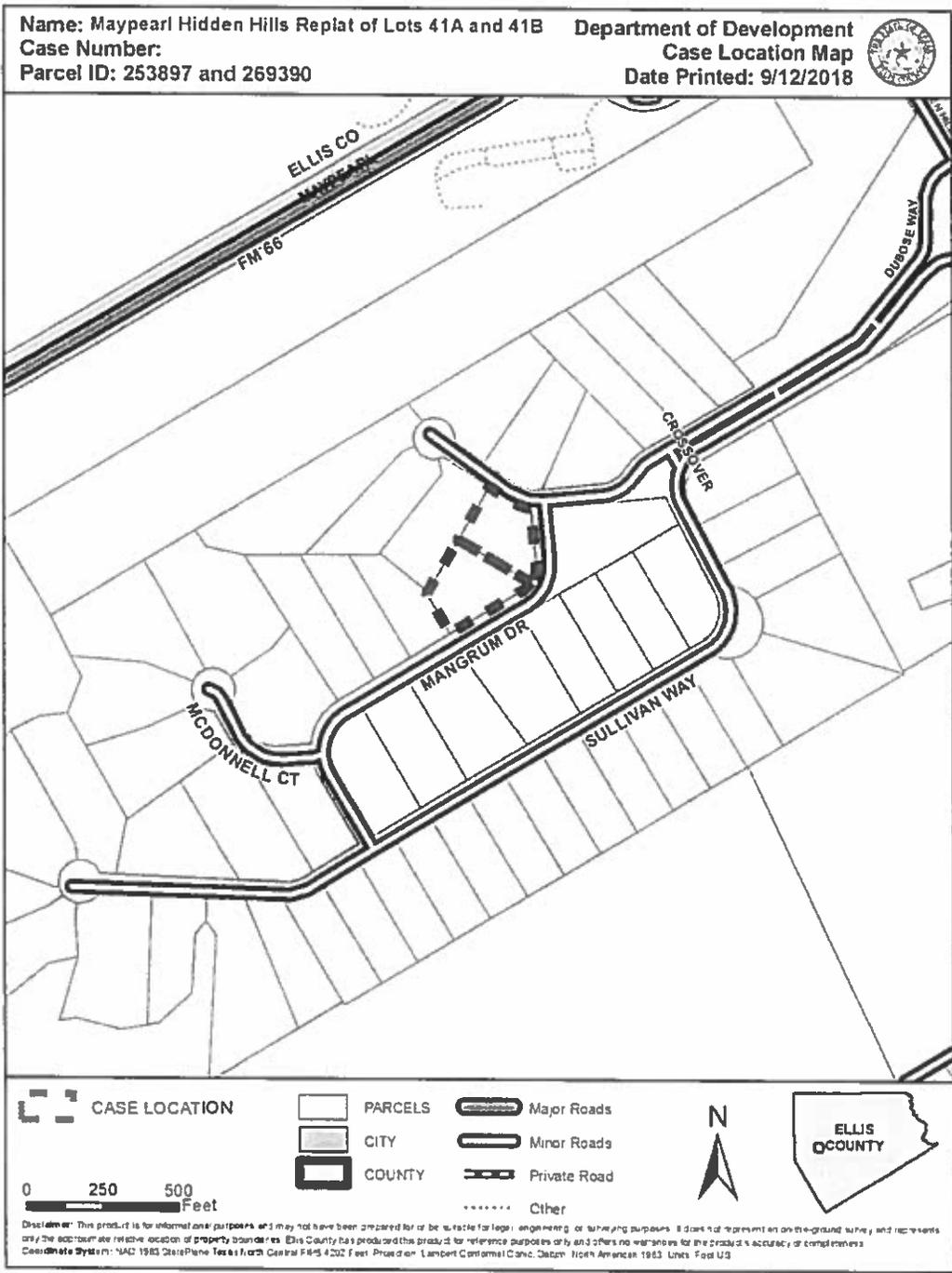
APPROVED AND PRESENTED BY:

A handwritten signature in black ink that reads "Alberto Mares".

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1





ATTACHMENT NO. 3

Public Notice

The Ellis County Commissioners' Court will consider and act upon an application for a replat of Maypoart Hidden Hills, Lots 41A & 41B to combine these two lots to create one lot. The property contains a total of ± 2.4 acres located near the intersection Mangrum Drive and Dubose Way, Precinct No 3. The replat will be presented before the Commissioners' Court on Tuesday, September 25, 2018 at 10:00 AM on the second floor of the historic Ellis County Courthouse, 101 W. Main St. Waxahachie, TX. Any questions should be directed to the Department of Development at 972-825-5200.



AGENDA ITEM 1.3
Ellis County Commissioners Court
September 25, 2018



SHORT TITLE:
Road frontage variance for 161 Hoot Lane.

LEGAL CAPTION:
Consider & 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 one (1) single-family residence without meeting the minimum road frontage requirement. The property contains ± 2.50 acres of land in the T.J. Chambers Survey, Abstract No. 30, commonly known as 161 Hoot Lane, Ennis, Road & Bridge Precinct No. 2.



APPLICANT(S):
Mary Vasquez



PURPOSE:
The applicant requesting a variance to Section VIII (A) of the Rules and Regulations to exchange one (1) existing mobile home residence on a property with a newer larger mobile home but the property does not currently have any county road frontage, and current regulations prevent her from accomplishing this without a variance as Hoot Lane is a privately maintained road. County or public road frontage is required before the issuance of any new building permits.



HISTORY:
This property was placed into an unrecorded subdivision and labeled as Lot 6 in the Bonham Subdivision in approximately 2005. Two mobile homes existed onsite, and she is seeking to replace an older mobile home with a newer one with along with a new septic system to replace an old and failing system. This new system will provide service for both houses. As the property has over two acres, two dwelling units are allowed.



OTHER RELEVANT INFORMATION:
Section VIII (A) requires "...a minimum of one hundred fifty (150) feet of County of State road frontage..."

Section XI (B) outlines the criteria below for granting relief from the rules and regulations.

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.



ANALYSIS:

The property has existing utility services on this property. As there was a previous mobile home on this property in the past, there should be a very minimal impact, if any, on this requested variance. Also, this request meets the criteria for granting relief from the current regulations.



RECOMMENDATION:

Staff recommends **approval** of this variance to Section VIII (A) to grant a variance, as presented, subject to the following conditions:

- 1) A simplified plat shall be submitted for review to the Department of Development to create a legal lot of record officially and before submittal of any development or on-site sewage facility permit.
- 2) A permit shall be submitted for review to the Department of Development to permit a new existing on-site sewage facility.



ATTACHMENTS:

1. Draft Order



APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



ATTACHMENT NO. 2

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this the 25th day of September 2018, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Carol Bush

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS GRANTING 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 ONE (1) SINGLE FAMILY RESIDENCE WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY CONTAINS ± 2.50 ACRES OF LAND IN THE T.J. CHAMBERS SURVEY, ABSTRACT NO. 30, COMMONLY KNOWN AS 161 HOOT LANE, ENNIS, ROAD & BRIDGE PRECINCT NO. 2, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A”, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commissioners’ Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY TEXAS, THAT:

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners’ Court finds that the variance criteria outlined in Section XI (B) of the “County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes apply and are set



forth above are incorporated into the body of this order as if fully set forth herein, and 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 2. CONDITIONS OF APPROVAL.

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the 150 feet of road frontage requirement, subject to the following condition:

- 1) A simplified plat shall be submitted for review to the Department of Development to create a legal lot of record officially and before submittal of any development or on-site sewage facility permit.
- 2) A permit shall be submitted for review to the Department of Development to permit a new existing on-site sewage facility.

SECTION 3. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

SECTION 4. SEVERABILITY CLAUSE

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 25TH DAY OF SEPTEMBER, 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

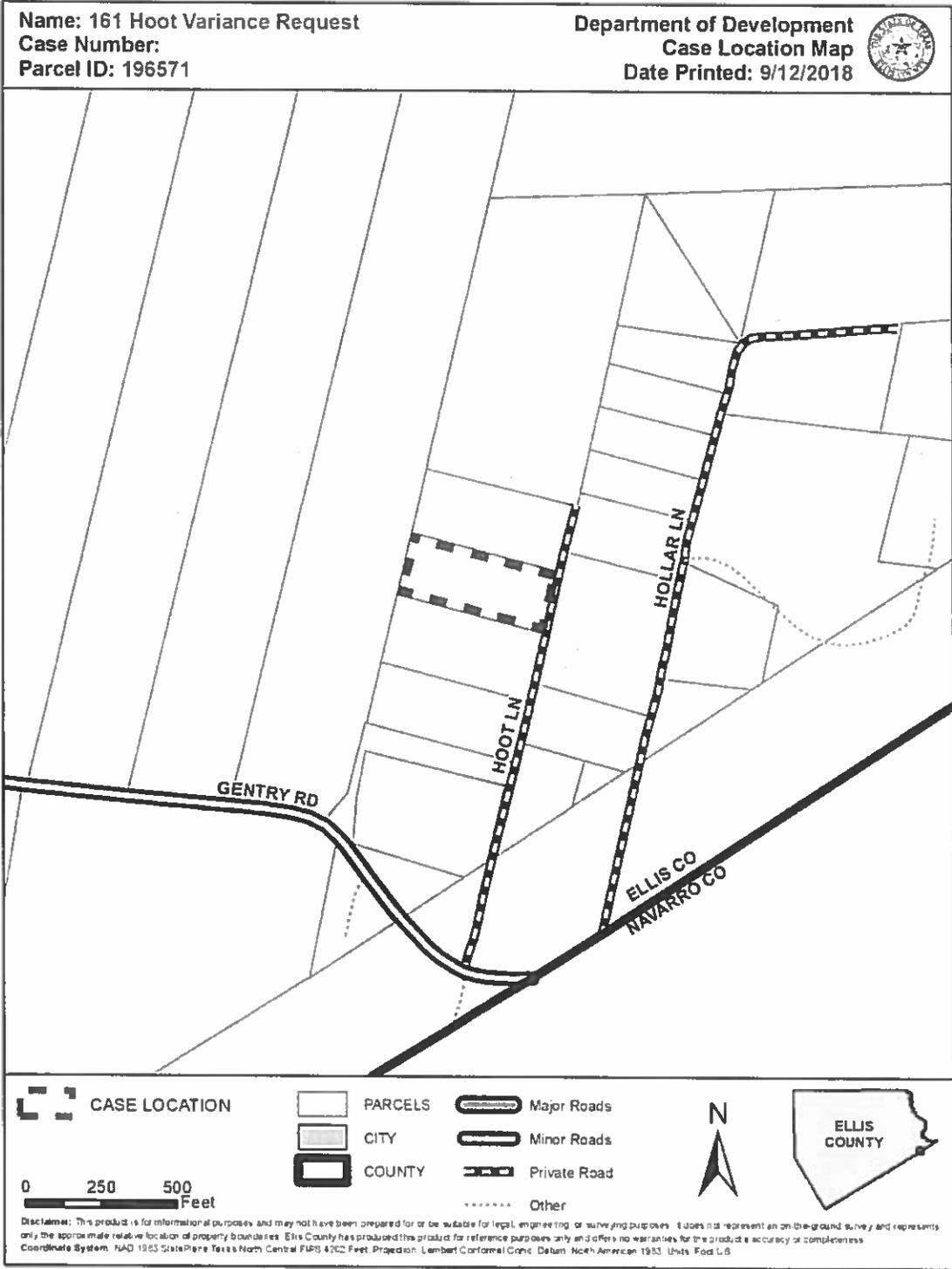
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A
Location Map





AGENDA ITEM 2.1
Ellis County Commissioners' Court
September 25, 2018



LEGAL CAPTION:

Consider and act upon an interlocal agreement between Ellis County and Capital Area Council of Governments (CAPCOG) for the software offered by the South Central Planning & Development Commission (SCPDC).



HISTORY:

Currently, the department uses an Access-based software called SAFE as its database hub to keep track of all permit applications, complaints, septic permits, septic inspections, contract maintenance, financial tracking, and the creating reports. It also has many limitations, including but not limited to being only accessible through a workstation, has many bugs that slow down productivity, and cannot create customized reports, sometimes produces faulty data. Due to the explosive growth of the County along with the changing needs of the department, the SAFE software is now considered outdated. The department has outgrown the needs of this software and has been researching for a potential replacement for the past 18 months of a viable alternative as a solution to address these limitations, as well as others, and upgrade it to meet today's technological standards with online capabilities to access it from anywhere with an internet connection.

Most vendors sell software that is not compatible with existing processes or have the knowledge or understanding of how government operates. After much research, staff is recommending the purchase of the software package known as MyGovernmentOnline / MyPermitNow. This online software is a product of the South-Central Planning and Development Commission (SCPDC), an economic development district created by the State of Louisiana and this government agency designed this software specifically for government use. It has many items not typically found in other similar software packages because they intimately understand the needs of a governmental entity. Through a unique partnership program, they have provided a way for jurisdictions in many states to achieve their goals at a low cost with no upfront fees. An interlocal agreement is all it would take to sign up for their services.



ANALYSIS:

If approved, this software could dramatically increase work efficiency and productivity for the Department of Development. It would take the department into the 21st Century by creating a virtual 24-hour 7-day-a-week development office by allowing customers to submit complaints, permit applications, plats, inspection requests, etc. from the comforts of their own home or office. This software also allows staff to have



real-time updates on each permit and have a reliable database of information accessible from anywhere.

Below is just a brief introduction of some of the anticipated benefits of MyGovernmentOnline / MyPermitNow.

- Cloud-based service with can be accessed anywhere with an internet connection.
- Online permit and application submittal.
- Online payment options are available.
- A dedicated customer portal with access to their own permits records.
- A dedicated mobile phone and tablet app.
- Allows inspectors to perform mobile field inspections from the job site and update records instantly.
- Electronic review of plats, permits, and other submitted information with multiple departments.
- Allows citizens the ability to track permits to see where they are in the review process.
- Schedule inspections online, real-time inspection status updates, and view your inspection report.
- Integrates addressing with GIS.
- Can track OSSF permits.
- Get alerts via phone or e-mail when aspects of the permitting process are complete or need attention.
- The software creates customized reports from data.
- Free phone support for the public and free email and phone support for the client.
- Increased productivity and efficiency within the department.
- Unlimited user accounts for the client and unlimited storage space available.
- Created by government for government.

The monthly cost of this software will be approximately \$2,207.08 (approx. \$26,500 per year) for five (5) modules of the software, which includes Permitting and Licensing, Planning & Zoning, Code Enforcement, GIS Integration, and OSSF. There are no upfront cost and unlimited training and import of any data at no additional cost. They will not bill us until the system goes live. Staff anticipates the setup and data transfer to take approximately 4-6 months, including one month of beta testing to work out the bugs. There is a one-time cost of \$4,500 for up to three one-week onsite training sessions. This will cover travel expenses and goes by the standard GSA rates.



RECOMMENDATION:

staff recommends this interlocal agreement with Capital Area Council of Governments (CAPCOG) for the software offered by the South Central Planning & Development Commission (SCPDC) be **approved subject to final legal review** to begin the conversion process and get on their schedule as soon as possible.

In addition to this approval, in order to provide staff with direction, the Commissioners' Court must decide which line item the funds will be allocated from for this software.



ATTACHMENTS:

1. Interlocal Agreement
2. Quote



PREPARED, SUBMITTED, AND PRESENTED BY:

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County

Jodi Platt
Purchasing Manager
Ellis County



ATTACHMENT NO. 1

INTERLOCAL CONTRACT
FOR LICENSING SCPDC SOFTWARE

Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.
- 1.2. Ellis County, Texas ("Licensee").
- 1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.
- 1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

- 2.1. "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.
- 2.2. "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.
- 2.3. "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.



- 2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.
- 2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.
- 2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.
- 2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.
- 2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.
- 2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.
- 2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

- (a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.



(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 **DELIVERABLES.** SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpd.org) and password for each user of the system in the employ and under control of Licensee.

3.3 **COPIES.** Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be



audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 **TAXES.** Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

- (a) the Software has been properly used at all times and in accordance with the instructions for Use; and
- (b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and
- (c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;
- (d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.



- 7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.
- 7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.
- 7.4 **ALLOCATION OF RISK.** The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.
- 7.5 **CLAIMS.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.
- 7.6 **LIMITATION.** The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.
- 7.7 **EXCLUSIVE REMEDY.** The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.
- 7.8 Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

8. CONFIDENTIALITY

- 8.1 **CONFIDENTIAL INFORMATION.** Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms



of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

- 8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9. TERM AND TERMINATION

- 9.1 **TERM.** This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.
- 9.2 **TERMINATION.** This Agreement is terminated by:
- (a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.
 - (b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees:
 - (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment;
 - (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or
 - (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.
- 9.3 **EFFECT OF TERMINATION.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.



9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To:	South Central Planning and District Commission	To:	
Address:	5058 West Main St. Houma, LA 70360	Address:	

12. MISCELLANEOUS

12.1 **VIRUSES AND DISABLING DEVICES.** Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 **FORCE MAJEURE.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 **WAIVER.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 **SEVERABILITY.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an



amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

- 12.5 **STANDARD TERMS OF LICENSEE.** No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.
- 12.6 **AMENDMENTS TO THIS AGREEMENT.** This Agreement may not be amended, except by a writing signed by both parties.
- 12.7 **SCPDC'S PRIOR CONSENT.** Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.
- 12.8 **EXPORT OF SOFTWARE.** Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.
- 12.9 **PUBLIC ANNOUNCEMENTS.** Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.
- 12.10 **DISPUTE RESOLUTION.** The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.
- 12.11 **HEADINGS.** Section and Schedule headings are for ease of reference only and do not form part of this Agreement.
- 12.12 **ENTIRE AGREEMENT.** This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."



IN WITNESS WHEREOF, the parties have executed this Agreement.

ELLIS COUNTY, TEXAS SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION THROUGH ITS AGENT, CAPCOG

By:

XXXXXXX, TITLE

Date

Witness

Date: _____

By:

Betty Voights, Executive Director

Date



SCHEDULE A
INTERLOCAL CONTRACT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	MONTHLY RATE				
	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	\$10.00	\$99.00	\$99.00	\$99.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.



The Jurisdiction has agreed to the 1001 – 2000 Permit Volume package. It is understood this will be billed on a leveled billing system of \$958.33 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Vists: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:

Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.



SCHEDULE B
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

**EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD**

- B.1 The following is the Equipment on which Licensees may use the software:
Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.
- B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.



SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT
DEFINITIONS

- 1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.
- 1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.
- 1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.
- 1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.
- 1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764

E-mail: support@scpdc.org

Ryan Hutchinson,
Information Technology Administrator

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.
3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's



database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

- 3.1 **LEVELS OF MAINTENANCE AND SUPPORT.** Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.
- 3.2 **BASIC MAINTENANCE.** Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.
- 3.3 **ON-SITE ASSISTANCE.** At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.
- 3.4 **CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC.** Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:
 - 3.5.1 **Accident.** Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
 - 3.5.2 **Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;**
 - 3.5.3 **Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;**
 - 3.5.4 **Software programs made by Licensee or other parties.**



- 4. RESPONSIBILITIES OF LICENSEE.** SCPDC's provision of Maintenance and Support to Licensee is subject to the following:
- 4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.
 - 4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.
 - 4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.
 - 4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.
 - 4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.
- 5. MAINTENANCE FEE.** For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.
- 6. ASSIGNMENT OF DUTIES.** SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.
- 7. Project Abandonment**— Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.
- 8. Licensee data** - Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.
- 9. Role of Agent**— The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod

Accepted:

Ellis County, TEXAS

By: XXXXXXXX, TITLE

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____



ATTACHMENT NO. 2



5058 W. Main St., Houma, LA 70360-4900 • P.O. Box 1870, Gray, LA 70359
Phone: (985) 851-2900 • Fax: (985) 851-4472

Proudly Serving:
Parishes: Assumption • Lafourche • St. Charles • St. James • St. Mary • St. John • Terrebonne
Municipalities: Baldwin • Berwick • Franklin • Golden Meadow • Gramercy •
Lockport • Lusher • Morgan City • Napoleonville • Patterson • Thibodaux

June 6th 2018

Quote

Permitting & Licensing - \$958.33 monthly

Planning & Zoning - \$575.00 monthly

Code Enforcement - \$143.75 monthly

GIS Integration - \$230.00 monthly

OSSF - \$300 monthly

Total monthly: \$2,207.08

*No upfront costs.

*We will import any existing data at no cost.

*Unlimited custom report services at no cost.

*Unlimited training at no cost.

***For onsite travel we do not charge for our time but we simply ask that our costs be reimbursed for transportation, meals and lodging. We will submit receipts and we go by GSA rates. We suggest budgeting 3 trips. Typically one of our analysts traveling for 1 week is around \$1,500. So we would recommend a \$4,500 travel reimbursement budget.

Sincerely,
Ryan J. Hutchinson
Chief Technology Officer
866-957-3764 x1

Arlanda Williams
CHAIRWOMAN
Councilwoman
Terrebonne Parish Council

Timothy Roussel
VICE CHAIRMAN
Parish President
St. James Parish Council

Natalie Robotom
TREASURER
Parish President
St. John The Baptist Parish Council

Jeff Naquin
SECRETARY
Councilman
Assumption Parish

Kevin Belanger
CHIEF EXECUTIVE
OFFICER

R & B

CONCRETE SERVICES

214.536.8320

August 13, 2018

FY '17/18

Mr. Layne Grayson
Commissioner Pct. 2
Ennis, Texas 75119

RE: Pct. 2 Road & Bridge Barn
Concrete Wash Bay

The following is our proposal for the concrete work at the above referenced project. We propose to furnish all labor, materials and equipment necessary to complete the work outlined below.

CONCRETE WASH BAY

- Excavation for catch basins by Ellis Co. Pct 2
- Concrete catch basins & galvanized grates provided by Pct. 2
- Assist Pct. 2 to place catch basins at proper grade
- Backfill and compact material supplied by Pct 2 @ catch basins
- Install 20' x 30' approx. 600 sq. ft. of 8 thick 3000 psi concrete reinforced with #4 rebar on 12" centers supported by plastic paving chairs sloped concrete to drain into catch basins
- Install 30' ln. ft. of concrete monolithic curbing on both sides of wash bay
- Install 3'-0" x 30'0" concrete walkways on both sides of wash bay
- Install 4'-0" x 20'-0" 6" concrete hump at entry and exit of wash bay

\$9,485.00

Our proposal is based upon the following assumptions and/or exclusions.

1. We assume all concrete will be 3,000 PSI.
2. We assume permits from City of Ennis by Pct. 2
3. We assume tailgating concrete trucks to place concrete.
4. We assume this work is tax exempt.

We appreciate the opportunity to bid this project. If you have any questions please do not hesitate to call.

Sincerely,



Joe Muirhead
CONCRETE SERVICES

SOUTHWEST
CONCRETE WORK CONSTRUCTION
P.O. BOX 8142
ENNIS, TX 75120
CELL 214-732-8742

8-30-2018

PROPOSAL TO ELLIS COUNTY

IN 1400 OAK GROVE RD.

FOR MR. LANE GRAYSON

FOR BREAK AND REMOVE OLD CONCRETE

AND REPLACE WITH NEW CONCRETE

30' x 20' FT = ⁶⁰⁰ and SIDE WALK 50' x 4' FT = ²⁰⁰

PLUS CURVE

FOR THE SUM OF \$13,200.00

6" CONCRETE



PMG DURAPATCHER

T SERIES

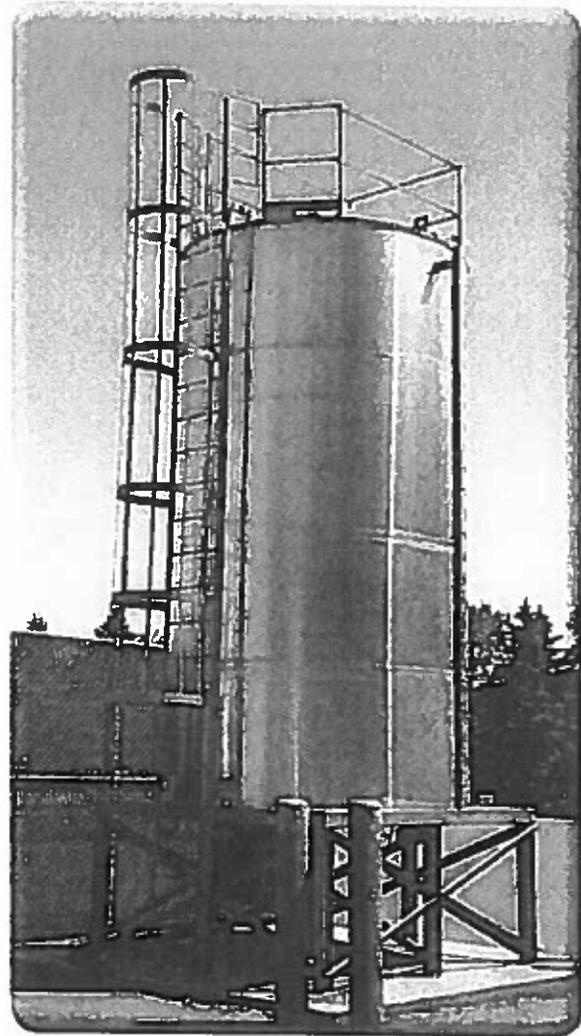
- **Efficient Blanket Heating**
- **Robust Design**
- **Timed Paddle Agitator**
- **Simple & Safe Operation**

Become self-sufficient in your patching and chip seal programs by installing a stationary emulsion storage tank. Convenient access to properly heated emulsion is critical to streamline the short patching and chip seal season. On-demand supply of emulsion keeps crews out working and not driving to the emulsion plant. Tanks are available in capacities from 3,000 to 10,000 gallons.

Efficient blanket heating: DuraPatcher utilizes 1,000 watt electric blankets for even trouble free heating. Blanket heating is superior to probe heating because it eliminates material build up issues and allows the tank to be preheated prior to filling. 240VAC single phase power minimizes power consumption and makes for an easy hook up.

Robust design: All tanks are constructed using ¼ inch carbon steel for long life and durability. 3 inches of foil backed insulation keeps the heat inside and minimizes operating costs. The aluminum outer skin provides resistance to the elements and protects your investment for years to come.

Safety and accessibility: All tanks include a ladder and heavy duty manway and rail system. Maintenance greasing, loading and unloading processes are all performed from ground level. All tanks also include a 24" inspection door to access heating. Choose the standard 5ft 5 inch height stand or the optional 8 ft for filling truck mounted models.



Agitator and control system: The digital control system makes programming and operation quick and easy. The specially designed agitator provides just the right amount of agitation and minimizes over mixing. The Timer allows the operator the flexibility to choose the time and days for agitation. The standard material tank gauge is easy to read from ground level and is calibrated in 100 gallon increments.

800-328-3874



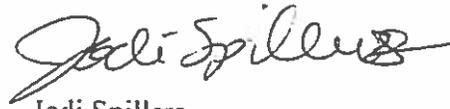
CIMLINEPMG.COM

June 6, 2018

2.6

On April 26, 2018 I was following Jodi Platt back to Waxahachie from doing inventory at RBI in Palmer when her Jeep threw a rock up and broke my windshield. I called Jodi immediately when it happened to let her know.

Sincerely,

A handwritten signature in cursive script that reads "Jodi Spillers". The signature is written in black ink and is positioned above the printed name.

Jodi Spillers

RICHARDSON AUTO GLASS
P.O. BOX 830793
RICHARDSON, TX 75083-0793

PH:(972) 923-0402 FAX:(972) 923-0240

Quote

ELL025

5/18/2018

QW000277

MUNICIPALITY

CSR

DANNY

75-2646923

ELLIS COUNTY/ PURCHASING DEPT.
300 S JACKSON ST
WAXAHACHIE, TX 75165

JODI SPILLERS

(972) 825-5116 Fax: (972) 825-4927

Chevrolet

Silverado C1500

2017

4

Qty	Part Number	Description	List	Disc%	Sell	Total
1	DW02040GTYNCOM	Windshield-(Solar Controlled)	\$411.75	62	\$154.95	\$154.95
1	DLR 40 FLAT	LABOR (Flat Rate) (2.3 Hours)	\$40.00	0	\$40.00	\$40.00
1	HAH000004	Adhesive-(2.0,Urethane,Dam,Primer)	\$15.00	0	\$15.00	\$15.00

WE APPRECIATE YOUR BUSINESS! THANK YOU FOR ALLOWING US TO SERVE YOU!

Sub Total: \$209.95

Tax: \$0.00

Net 10 \$209.95

Jodi Spillers

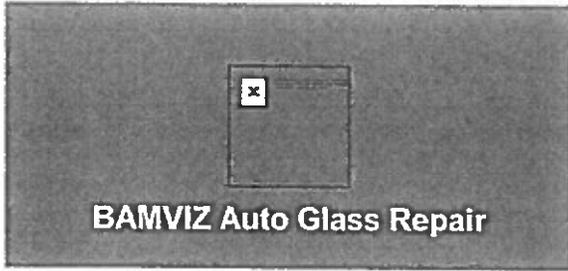
From: Jodi Spillers
<jodi.spillers@co.ellis.tx.us>
Sent: Friday, May 18, 2018 11:00 AM
To: Jodi Platt
Subject: FW: New Invoice: # 000211 from BAMVIZ Auto Glass Repair

Here is the second quote.

Thanks!
Jodi S.

From: BAMVIZ Auto Glass Repair
[mailto:invoicing@messaging.squareup.com]
Sent: Friday, May 18, 2018 10:32 AM
To: jodi.spillers@co.ellis.tx.us

Subject: New Invoice: #000211 from BAMVIZ
Auto Glass Repair



New Invoice

\$225.00 due on May 31, 2018

Pay Invoice

Quote

Invoice #000211

May 18, 2018

Customer

Ellis County Purchasing

jodi.spillers@co.ellis.tx.us

Quote:

2017 Chevrolet Silverado

\$225 for parts and labor.

DW2040

\$225.00

14-17 GMC Sierra/ Chevy

Silverado 1500 #5327MG

#5766TX

CHANGE ORDER REQUEST AUTHORIZATION DOCUMENT

PTZ Replace 001
 Date of Request 08/24/18
 Project Name ELLIS COUNTY
 Location PTZ REPLACE
 Project Manager RONNIE ALLEN

17819 Davenport Road, Suite 310
 Dallas, TX 75252
 (972) 818-7225 - office
 (972) 818-7219 - fax

Job Number 0
 Estimate File 0



ELECTRA LINK

2.9

Change to Original Scope of Work

Location/Area/Bulletin	Type Reference Here.	Requested By:
PTZ Replace	Electra Link will replace an existing ptz. Electra Link will test and focus	

Materials / Labor Required:

Item Description	Manufacturer Part #	Quantity	Unit of Measure	Unit Price	Extended Price	Regular Time Labor Hours	Over Time Labor Hours	Total Labor Price
EXTERIOR PTZ	VG5-7220-EPC5	1		\$ 1,700.86	\$ 1,700.86	4	0	\$ 260.00
CORNER MOUNT BRACKET	VG4-A-9542	1		\$ 47.13	\$ 47.13	1	0	\$ 65.00
WALL MOUNT	VG4-A-PA0	1		\$ 91.13	\$ 91.13	1	0	\$ 65.00
PROGRAMMING/PM	PROGRAM	1		\$ -	\$ -	2	0	\$ 130.00
				\$ -	\$ -	0	0	\$ -

Materials Total **\$ 1,839.12** Labor Total **\$ 520.00**

Sub Total Labor and Materials **\$ 2,359.12**
 Expenses \$ -
 Tax on Material/Exp. at 8.25% \$ -
 Tax on Labor at 8.25% \$ -
 Additional Bonding \$ -
 Change Order Total **\$ 2,359.12**

Exempt Certificate
 Exempt/New Const.

Current Project Pricing Log

Quote

GFC #: 18SV062

Gomez Floor Covering, Inc.



Your Floor Covering and Furniture Specialists

Contact: Sanford Valentine

Company: Gomez Floor Covering, Inc.
1130 Inwood Road
Dallas, Texas 75247

Phone: 214-905-1901

Fax: 214-905-1904

E-mail: svalentine@gomezfc.com

Date: 4/18/18

DUN# 135893969

Contact: Shannon Patterson

Contact:

Company: Ellis County Purchasing Office
Address: 101 West Main, Ste203
Waxahatchie, Texas 75165

Project: Ellis County Court House 3rd Floor
Address:

Phone: 972-825-5118

Phone:

Email: shannon.patterson@co.ellis.tx.us

Fax:

Quantity	Unit	Item Description	Unit Price	Extension
4500	SF	Ceramic tile installation		
		Provide Ceramic tile as specified		
		Demo existing Carpet		
		Provide Metal transitions carpet to tile		
		Minor Floor Leveling only		
		Work Done on weekends/as specified.		
			SUBTOTAL	\$ 53,130.91

Tax

Total \$ 53,130.91

Exclusions: 1) Overtime Labor, 2) Protection of Finished Floor Covering, 3) Replacement of Floor Covering Damaged by Others,
4) Substrate affected by Moisture 5) Bonding 6) Major Floor Prep. 7). Attic Stock. 8) Furniture Moving

Accepted By:

Submitted By:

Authorized Signature

Sanford Valentine

254.223.9196

Project Manager

Title

Date

Title

Date

4/18/2018

QUOTE

To: Jodi Platt
From: Ben Bradshaw
Date: May 1, 2018
Re: Ellis County Courthouse, Waxahachie TX

OPTION 1: New pews with wood seats

14 pews, totaling 96 linear feet:

- 7 @ 6'-6"
- 4 @ 8'-6"
- 2 @ 5'-7"
- 1 @ 4'-7"

Cherry wood with #75 Honey Finish

Pew Body #302-4016: All wood—no upholstery

Pew End #302-4109

Field measurements, drawings, coordination included

New Pews, delivered and installed\$14,515

OPTION 2: Re-upholstery of existing pews (quantities same as above):

- ✓ *Removal of old foam and fabric (dumpster required)*
- ✓ *Disassembly*
- ✓ *New foam and fabric applied*
- ✓ *Reassembly and anchoring*

Absecon Ritzy Ashen (Crypton) - Grade C.....\$2,986

Stinson Bespoke Charcoal (Crypton)\$3,418

- ✓ *Lead time: 12-14 weeks*
- ✓ *Terms: 30% down, balance upon completion*

Thanks!



Ben Bradshaw
Phone: 800-310-5556
Bradshaw Sales, Inc.
P.O. Box 1125, Henderson, TX, 75653
ben@bradshawsales.com
www.sauderworship.com



NATIONAL BUSINESS FURNITURE

Quote # QA343200 (v1)

National Business Furniture, LLC
 770 South 70th Street Milwaukee, WI 53214
 Phone (888) 252-5102 x3661 Fax (800) 329-9349

Ship-To Address alberto.mares@co.ellis.tx.us

Bill-To Address alberto.mares@co.ellis.tx.us

ALBERTO MARES
 DIRECTOR OF PLANNING AND DEVELOP
 ELLIS COUNTY DEPT OF DEVELOPMENT
 109 S JACKSON ST
 WAXAHACHIE, TX 75165
 (972) 825-5206

Source: 99
 Cat: 46
 Cus#: BH0042

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch	
14520	4	Reversible L Desk 72"W	Espresso Laminate/Brushed Nickel Painted Steel Frame	Ships Today	\$489.00	\$436.05	\$1,744.20	
21429	1	96"W Tall Divider	Gray Laminate/Plexiglas Inserts/Aluminum and Steel Frame	Ships Today	\$729.00	\$692.55	\$692.55	
34561	4	Box/Box/File Pedestal	Espresso Laminate/Brushed Nickel Handles	Ships Today	\$249.00	\$208.05	\$832.20	
44576	1	Square Cafe Table Silver Base	Mahogany Table Top/Silver Base	1-2 Wks	\$298.00	\$283.10	\$283.10	
76289	2	Two Seat Bench	Tabby Cat Print Fabric/Mahogany Finish	1-2 Wks	\$329.00	\$312.55	\$625.10	
91521	5	72" Privacy Panel for 2 Desks	Frosted/Painted Tempered Glass	Ships Today	\$169.00	\$141.55	\$707.75	
	1	LIFETIME GUARANTEE						

Important Information:

DELIVERY LEVEL - INSIDE DELIVERY, INSTALLATION AND DEBRIS REMOVAL

Price reflects quoted discount, valid for 90 days from 9/17/2018.

Own this furniture for as little as \$269.86 per month for 36 months. Call or email me for details.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Customer PO#:	Quoted By: ANDY BAUS	Ext: 3661	On: 09/17/18	Page 1	Order Total	\$7,149.90
					Merchandise	\$5,482.00
					Total Discount	597.10
					Merchandise Subtotal	4,884.90
					Shipping & Handling	737.50
					Additional Services	1,527.50
					Subtotal	7,149.90
					Total Tax	0.00

3.2

Application for Ellis County Emergency Service District Board

Name BRINN E. HENSON
 Address 933 E. Highland Rd
DAK LEAF, TX 75154
 Phone Home
 Work
 Mobile 972-804-6997
 E Mail txphi67@gmail.com
 Emergency Service District applying for: ESD #4

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.

N/A

Do you live within this district? Yes How long have you lived in Ellis County? 12 yrs
 US Citizen? Yes Registered voter? Yes
 Current employer NONE
 Military Service U.S. Army Reserve - Honorable Discharge

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?

Previously SERVED on the City of CEDAR Hill Parks Board.

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

20+ yrs in the Contact Center market as operations, pre-sales + technical support, + Product Management.
Served on the Parks Board for the City of Cedar Hill.

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

Help support + assist management of funds + activities associated w/ the Fire/EMS services for ESD #4

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

8/29/18

Date



3.6

PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

September 4, 2018

Ellis County, Texas
Attention: Honorable Carol Bush, County Judge
101 W. Main Street
Waxahachie, Texas 75165

Dear County Judge and Commissioners:

You have requested that we audit the financial statements of the governmental activities, each major fund, the discretely presented component unit, and the aggregate remaining fund information of Ellis County, Texas, as of September 30, 2018, and for the year then ended, and the related notes to the financial statements, which collectively comprise Ellis County, Texas' basic financial statements as listed in the table of contents. In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and other post-employment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Information – General Fund.

WACO, TX
401 West Highway 6
Waco, Texas 76710
254.772.1901
www.pbhpcpa.com

HOUSTON, TX
281.671.6850
RIO GRANDE VALLEY, TX
956.544.7778

TEMPLE, TX
251.791.3460
ALBUQUERQUE, NM
505.266.5904



- Schedule of Changes in Net Pension and OPEB Liabilities and Related Ratios.
- Schedule of Pension and OPEB Contributions.

Supplementary information other than RSI will accompany Ellis County, Texas' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Ellis County, Texas' basic financial statements. Our report will be addressed to the governing body of Ellis County, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with

laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Ellis County, Texas' major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;

- b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, such as preparation of the financial statements and related note disclosures and the schedule of expenditures of federal awards, Ellis County, Texas' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 2018
Mail confirmations	October 2018
Perform year-end audit procedures	January 2019
Issue audit reports	March 2019

Chris Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, L.L.P.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices

for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;

- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



Chris Pruitt, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Ellis County, Texas

Acknowledged and agreed on behalf of Ellis County, Texas by:

Name: _____

Title: _____

Date: _____



ELLIS COUNTY ELECTIONS

Jana Onyon, CERA
Elections Administrator

Date: September 18, 2018

To: Commissioners Court

From: Jana Onyon, Elections Department

Subject: Request for upgrading the current voting system

ISSUE

As discussed in budget hearings since 2014, the current voting system in Ellis County does need to be upgraded before the 2020 elections. The current system was purchased in 2005. There are various technological issues facing the current system. External components are no longer being manufactured. The vendor still supports the units until parts can't be found. During testing of the equipment this year, we have clearly seen extra maintenance needed in order for the units to perform properly.

On August 15 and 16, 2018 Elections Department hosted two-days of equipment demonstrations with two state certified vendors (Hart Intercivic and Election System & Software). Equipment with a paper verifiable trail was demonstrated. During the Poll Worker demonstration and the Public demonstration, those in attendance completed a survey of various questions about the system. I have prepared the attached survey results for your review.

On August 30, 2018 the Advisory Committee met to discuss their opinions of the two systems and what would best benefit the voters of Ellis County. We discussed the survey results, the differences between the 2 systems, the vendor's quoted pricing, and the amount of equipment needed to handle voting. We also discussed that the Election's Department would also prepare and communicate to the voter about the upgraded system by website, Facebook, demonstrations, newspaper, etc. The committee voted in favor by unanimous vote to present Election Systems and Software ExpressVote system to the Commissioner's Court for approval.

COST

The vendor is on the Texas Buy Board program contract #542-17. Funding for this is available in Election Admin Fees 036-0936-40966 with \$26,259.76 and Investments Election Admin Fees 036-0936-40649 with \$1,015,705.24 and remaining balance of \$345,384.60 from a fund to be determined by Commissioners Court.

SCHEDULE

Upon Commissioners' Court approval, implementation and obtaining equipment would start in November 2018. Hardware and initial testing will need to be completed. Training for Election Judges would begin in April 2019. The system would be used for the first time during the 2019 May Elections. This system would be used for all future elections in Ellis County and any Political Subdivisions contracting or leasing with the Elections Department.



ELLIS COUNTY ELECTIONS

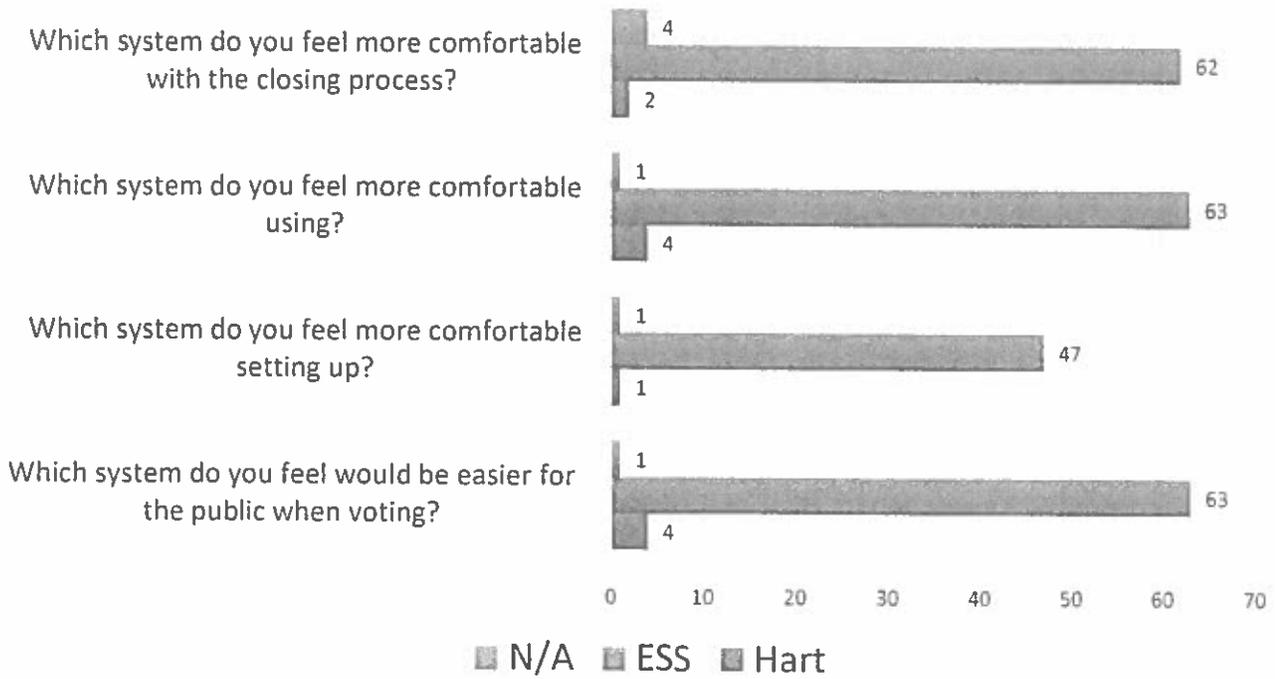
Jana Onyon, CERA
Elections Administrator

RECOMMENDATION

It is recommended that Commissioners Court approve the proposed agreement with Election Systems & Software, LLC ExpressVote System and the yearly service agreement pending the Secretary of State's approval of the equipment versions and the District Attorney's office review.

If you have any questions concerning this request, please do not hesitate to contact me.

Comparison of both Hart and ES&S Systems



Note: Only those who attended both demonstrations got to fill out a comparison survey between the two systems.

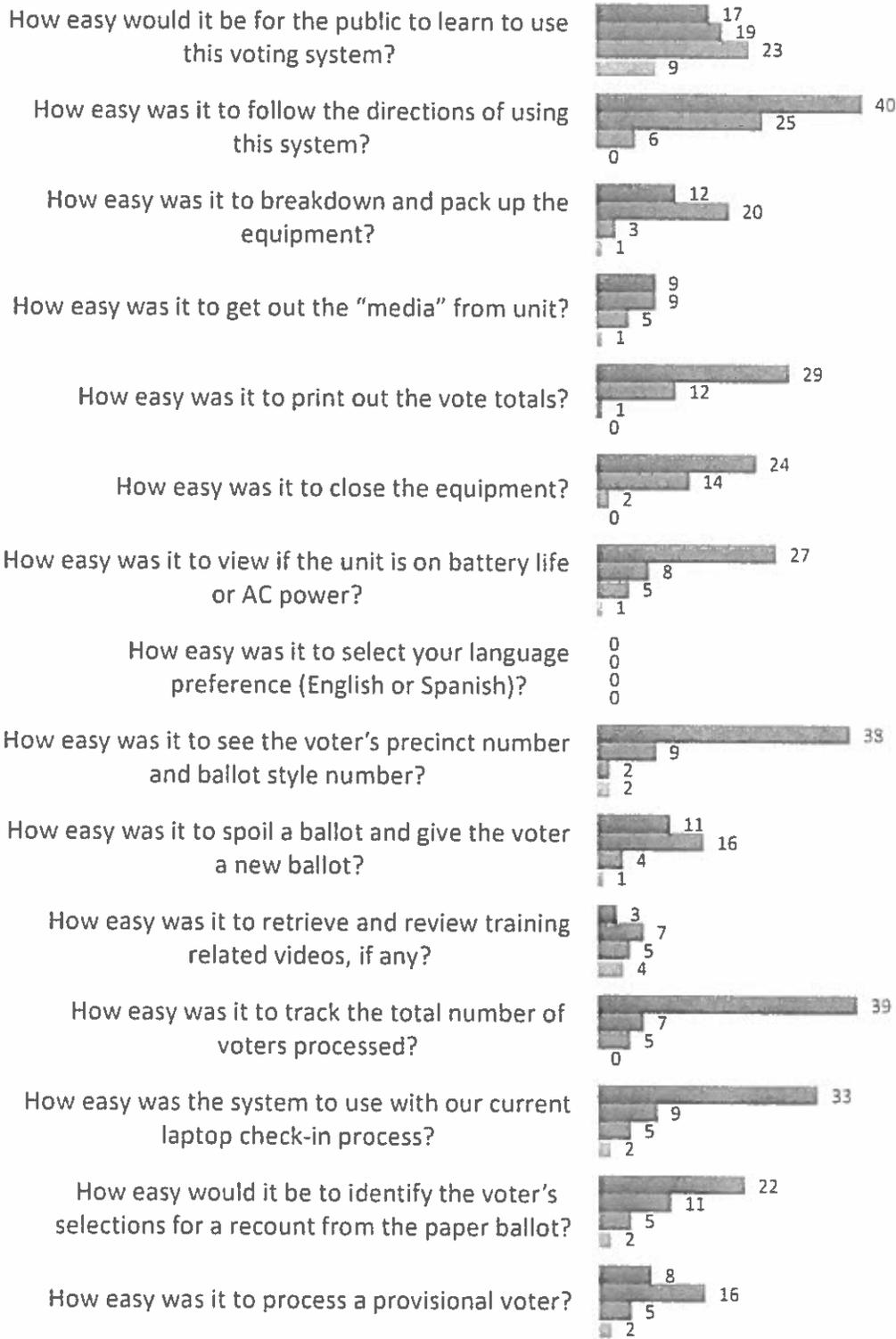
Hart Demonstration had 87 public/poll workers who participated in filling out the survey questions.

ES&S Demonstration had 84 public/poll workers who participated in filling out the survey questions.

There was 68 public/poll workers who attended both demonstrations and participated in filling out the comparison survey questions.

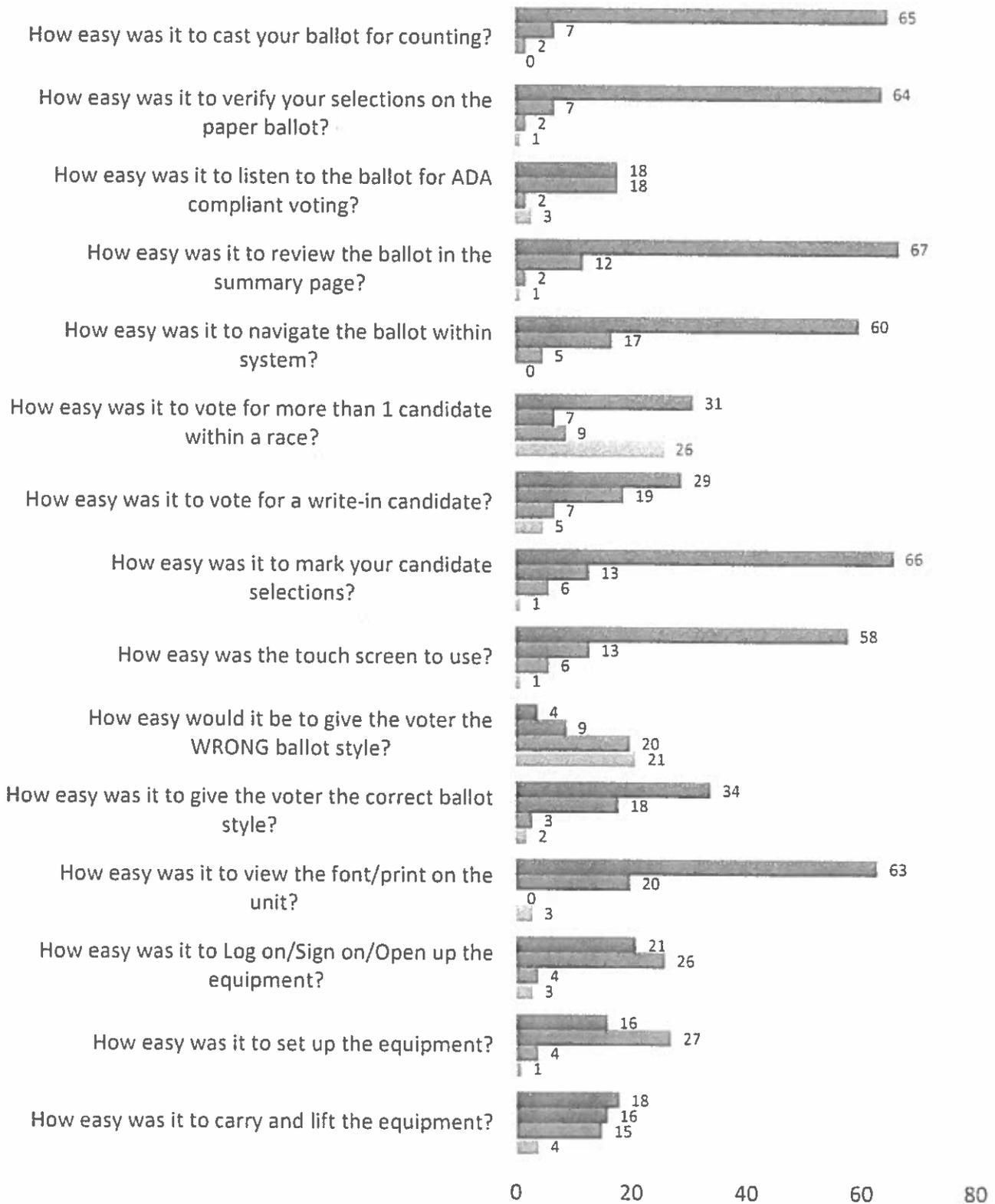
Survey Results of Hart Intercivic System

Easy
 Somewhat Easy
 Somewhat Difficult
 Difficult



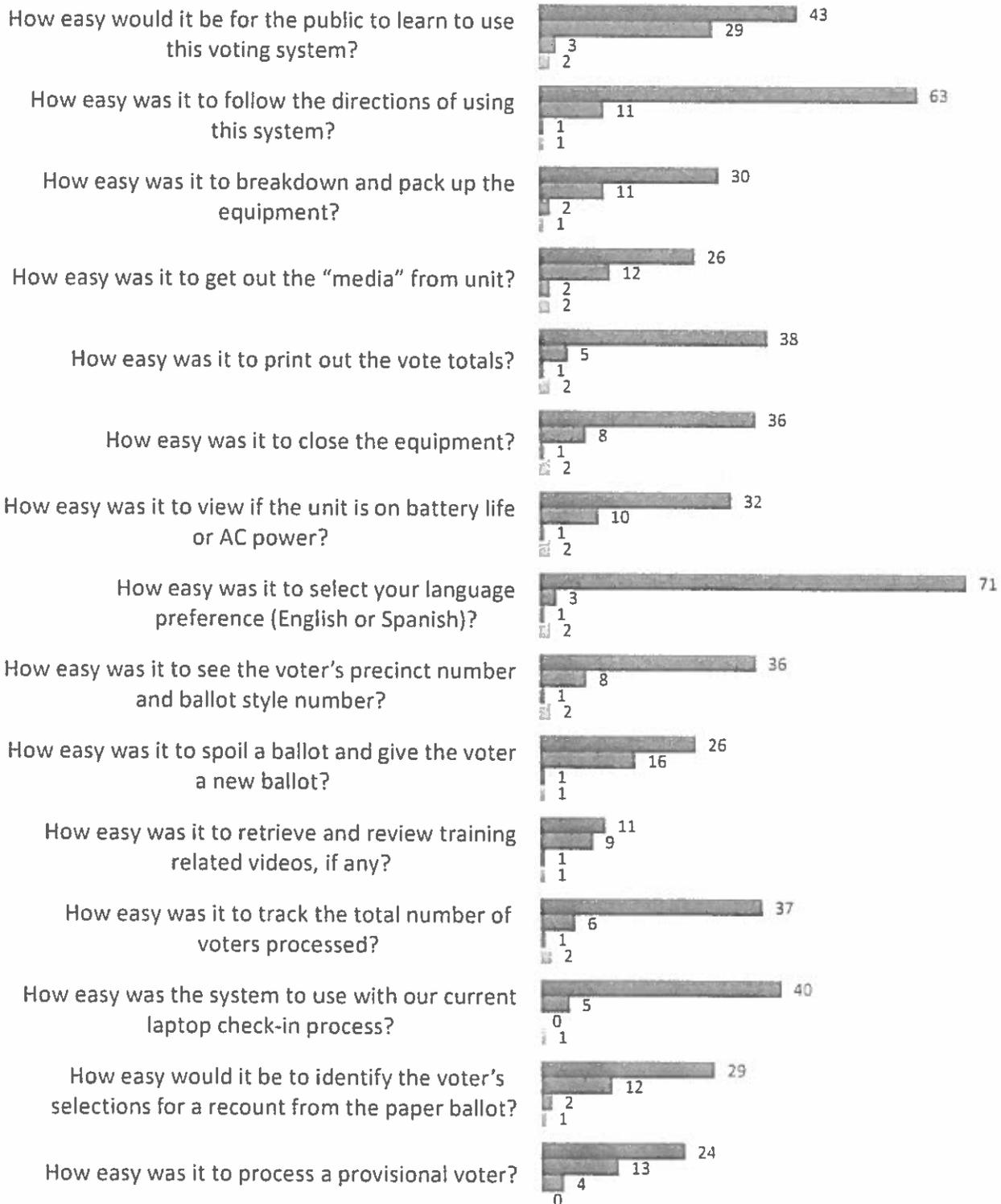
Survey Results of Hart Intercivic System

■ Easy ■ Somewhat Easy ■ Somewhat Difficult ■ Difficult



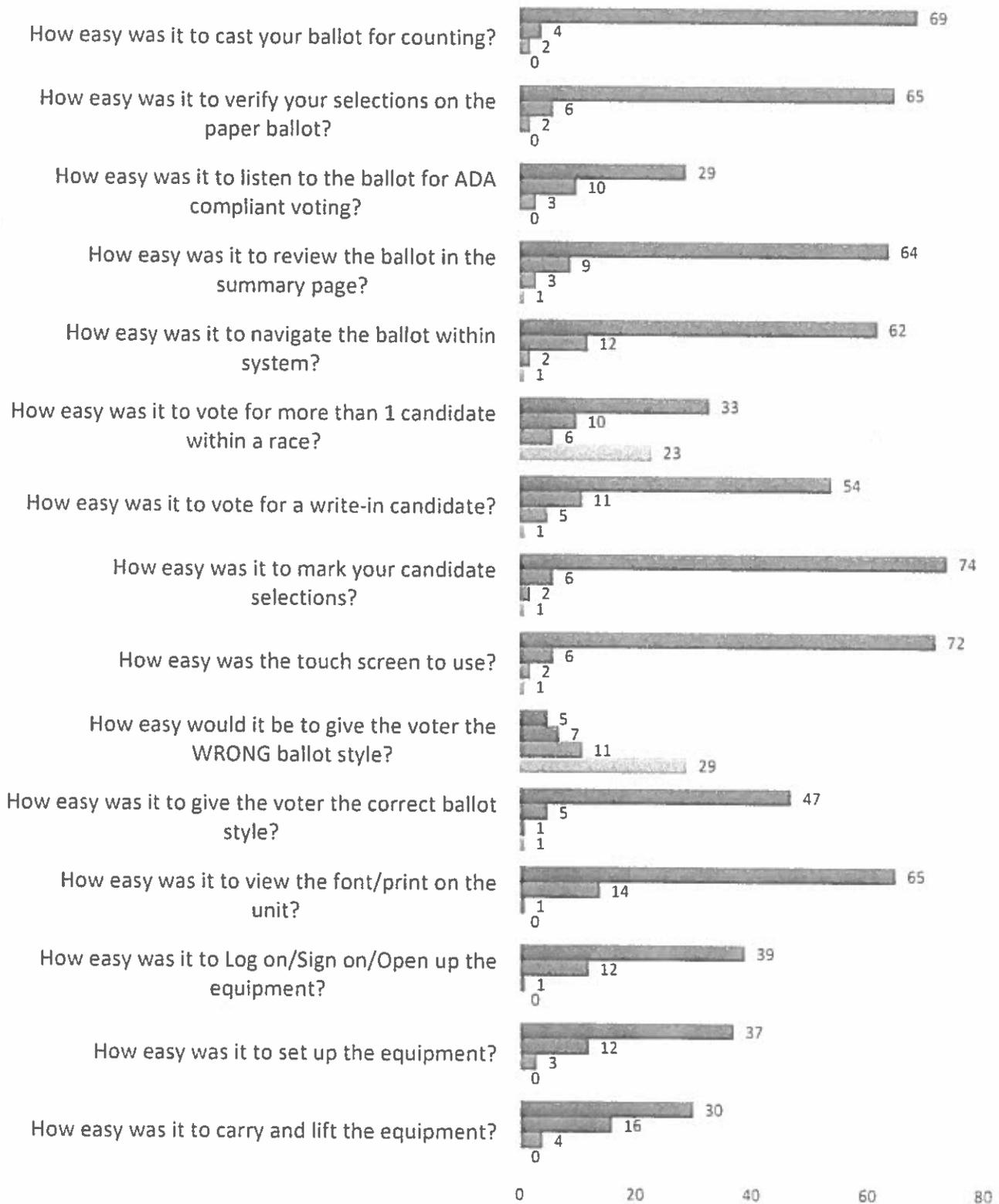
Survey Results of ES&S System

■ Easy ■ Somewhat Easy ■ Somewhat Difficult ■ Difficult



Survey Results of ES&S System

■ Easy ■ Somewhat Easy ■ Somewhat Difficult ■ Difficult





11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O #: _____

1st Election Date: May 2019

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (972) 825-5195

Fax Number: (972) 923-5194

Customer Contact, Title: Jana Onyon

Customer Name: Ellis County, Texas

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To: _____
Ellis County, Texas

Jana Onyon

204 E. Jefferson Street

Waxahachie, TX 75165

Ship To: _____
Ellis County, Texas

Jana Onyon

204 E. Jefferson Street

Waxahachie, TX 75165

Item	Description	Qty	Price	Total
1	DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bln, 4GB Jump Drive, and Paper Roll <u>EVS: 5.2.4.0</u>	50	\$5,750.00	\$287,500.00
2	DS200 Tote Bin	50	\$225.00	\$11,250.00
3	DS200 4GB Jump Drive (Additional)	55	\$105.00	\$5,775.00
4	DS450 Model DS450 High Speed Digital Image Scanner with Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) 8GB Thumb Drives <u>EVS: 5.2.4.0</u>	1	\$48,700.00	\$48,700.00
5	DS450 Initial Annual License Fee	1	Included	Included
6	DS450 Ballot Jogger	1	\$750.00	\$750.00
7	DS450 8GB Thumb Drive (Additional)	4	\$210.00	\$840.00
8	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, Power Supply with AC Cord, 4GB Flash Drive, ADA Keypad, Headphones <u>EVS: 5.2.4.0</u>	350	\$3,325.00	\$1,163,750.00
9	ExpressVote BMD Soft-Sided Carrying Case	350	\$175.00	\$61,250.00
10	ExpressVote BMD ExpressVote Privacy Canopy	350	\$39.95	\$13,982.50
11	ExpressVote BMD ExpressVote Printer	75	\$725.00	\$54,375.00
12	Software ElectionWare Software - Reporting Only (ERM) <u>EVS: 5.2.4.0</u>	1	\$5,250.00	\$5,250.00
13	Software ExpressLink Software	1	\$4,070.00	\$4,070.00
14	Third Party Items 3rd Party Items as set forth on Exhibit B	1	\$2,247.00	\$2,247.00
15	Network Installation 3rd Party Configuration and Installation - ES&S In-House	1	\$1,300.00	\$1,300.00
16	DS200 Equipment Installation	50	Included	Included
17	DS450 Equipment Installation / Training Fee	1	\$3,575.00	\$3,575.00
18	ExpressVote BMD Equipment Installation	350	Included	Included
19	Services Project Management Day	2	\$1,650.00	\$3,300.00
20	Services Equipment Operations Training Day	1	Included	Included

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and related equipment the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any third party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. A) replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "Gold and Silver Coverage" working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any renewal thereof for those hardware products identified as "Gold Coverage" on

Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each **Twenty-Four (24) Months** during the Initial Term or any renewal thereof for those hardware products identified as "**Silver Coverage**" on Attachment 1. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1
Pricing Summary**

Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$92,210.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$18,640.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$56,650.00
Total Maintenance Fees for the Initial Term:		\$167,500.00
Payment Terms:		
ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the second anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
50	Model DS200 Scanner (Gold Coverage)	Year 1	\$185.00	\$9,250.00
1	Model DS450 Scanner (Gold Coverage)	Year 1	\$2,730.00	\$2,730.00
350	ExpressVote BMD Terminal (Silver Coverage)	Year 1	\$97.50	\$34,125.00
Total Maintenance Fees for Year 1				\$46,105.00
50	Model DS200 Scanner (Gold Coverage)	Year 2	\$185.00	\$9,250.00
1	Model DS450 Scanner (Gold Coverage)	Year 2	\$2,730.00	\$2,730.00
350	ExpressVote BMD Terminal (Silver Coverage)	Year 2	\$97.50	\$34,125.00
Total Maintenance Fees for Year 2				\$46,105.00
Total Hardware Maintenance Fees for the Initial Term				\$92,210.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Ellis County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:

- Service performed by an ES&S trained and certified technician.
- Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
- Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the second anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – Reporting Only (ERM)	Year 1	\$5,250.00
1	ExpressLink Software	Year 1	\$4,070.00
Total License, Maintenance and Support Fees for Year 1			\$9,320.00
1	ElectionWare Software – Reporting Only (ERM)	Year 2	\$5,250.00
1	ExpressLink Software	Year 2	\$4,070.00
Total License, Maintenance and Support Fees for Year 2			\$9,320.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$18,640.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the second anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
50	Model DS200 Scanner	Year 1	\$80.00	\$4,000.00
1	Model DS450 Scanner	Year 1	\$1,575.00	\$1,575.00
350	ExpressVote BMD Terminal	Year 1	\$65.00	\$22,750.00
Total License, Maintenance and Support Fees for Year 1				\$28,325.00
50	Model DS200 Scanner	Year 2	\$80.00	\$4,000.00
1	Model DS450 Scanner	Year 2	\$1,575.00	\$1,575.00
350	ExpressVote BMD Terminal	Year 2	\$65.00	\$22,750.00
Total License, Maintenance and Support Fees for Year 2				\$28,325.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$56,650.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**EXHIBIT B
THIRD PARTY ITEMS**

Customer acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

Qty Ord.	Description	Price	Ext. Price
	EMSWORKSTATION		
1	DELL OPTIPLEX 5050 MINI (DESKTOP)	\$1,620.00	\$1,620.00
	<ul style="list-style-type: none"> • OptiPlex 5050 Mini TowerXCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • Mini Tower Processor Heatsink 65 Watt • 8GB Single Channel DDR3L 1600MHz (8GBX1) • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel • PCIe card with serial and parallel port, Full Height • Optiplex 5050 MT with 240W up to 85% efficient Power Supply (80Plus Bronze) • Dell KB216 Wired Multi-Media Keyboard EnglishBlack • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 10 OS Professional Recovery 64bit - DVD, Downgraded to Windows 7 • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor P2217H 		
1	UNINTERRUPTIBLE POWERSUPPLY(UPS)BATTERY BACKUP, 850VA(WORKSTATIONS)	\$147.00	\$147.00
1	*SYMANTEC ENDPOINT PROTECTION 14	\$60.00	\$60.00
	MISCELLANEOUS COMPONENTS		
1	OKI B432DN MONO LASER DUPLEX PRINTER	\$416.00	\$416.00
1	LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE	\$4.00	\$4.00
	ORDER TOTAL:		\$2,247.00

Note 1:

The configuration and specification of third party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.

**ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: ELLIS COUNTY, TEXAS ("Customer")

RECITALS:

A. Customer has agreed to purchase certain election-related services from ES&S for use in **Ellis County, Texas** (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

- Exhibit A (Summary of Services)
- Exhibit B (Ballot Layout, Coding, and Voice File Services)
- Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
1208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

ELLIS COUNTY, TEXAS
204 E. Jefferson Street
Waxahachie, TX 75165
Fax No.: (972) 923-5194

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid

4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits B-C attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit. Customer's agreement to purchase all of such products and services from ES&S for the entire Term entitles Customer to receive the preferred pricing for each product or service as provided herein Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon a contractual commitment by Customer to subscribe for and purchase such services for the entire Term and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period that is less than the Term of this Agreement for any reason other than a termination for cause pursuant to Article I, Section 6, of this Agreement, or purchases any such products or services from a provider other than ES&S, or does not pay for such products or services provided by ES&S pursuant to the payment terms in Exhibit A during the Term, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.

6. **Term; Termination.** This Agreement shall be in effect for a **Three (3) Year Period beginning on January 1, 2018**, covering all elections within the Jurisdiction beginning sixty (60) days after the Effective Date (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the

assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

**EXHIBIT A
SUMMARY OF SERVICES**

Sale Summary:	
Description	Refer to
Ballot Layout, Coding, and Voice File Services	Exhibit B
Ballot Printing Services	Exhibit C
Terms & Conditions:	
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.	
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>	
<p style="padding-left: 40px;">Ballot Layout, Coding, Voice File, and Ballot Printing Services will be invoiced as Services are provided.</p> <p style="padding-left: 40px;">100% of Order Total due Thirty (30) Calendar Days after Receipt of Corresponding ES&S Invoice.</p>	
Note 3: Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of the Agreement and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than a termination for cause pursuant to Article I, Section 5, of this Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.	
Note 4: The Customer acknowledges and agrees that the pricing set forth herein for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.	

**EXHIBIT B
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

Description	Non-Discounted Fees	Discounted Fees
Paper Ballot Layout (Price per Ballot Face)		
English and Spanish (combined):		
1 to 500 Faces	\$36.75	\$27.56
501 or more Faces	\$31.50	\$23.63
Languages other than English/Spanish		
1 to 500 Faces, per Language	\$73.50	\$55.13
501 or more Faces, per Language	\$63.00	\$47.25
Base Charge for Ballot On Demand (BOD)	\$561.91	\$421.43

Electronic Screen Layout - AutoMARK or IVotronic		
English and Spanish (combined):		
Per Ballot Style, or precinct, whichever is greater	\$23.10	\$17.33
Languages other than English/Spanish		
Per Ballot Style, or precinct, whichever is greater	\$42.00	\$31.50

Notes:

1. Electronic Screen Layout does NOT apply to AutoMARK customers when ES&S performs paper ballot layout and voice file services.

Programming Services		
Base Charge per Equipment Type	\$525.00	\$393.75
Base Charge for ERM file set-up	\$525.00	\$393.75
Ballot types created (open primary or multiple-page ballots)	\$78.75	\$59.06
Precincts (for every precinct in the election)	\$9.45	\$7.09
Splits (for every additional ballot style within a precinct.)	\$9.45	\$7.09
Ballot Face Configurations (every unique ballot face in the election)	\$16.80	\$12.60
Contest / Issue Entries (total number of contests, referenda, questions, and/or propositions in the election)	\$18.50	\$13.88
Candidate / Response Entries (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$8.00	\$6.00
Headers (Central Tabulators)	\$2.10	\$1.58
Re-Coding Fees	\$525.00 + applicable fee for each changed element	\$393.75 + applicable fee for each changed element

Voice Files per Equipment Type		
Language Setup Charge - English	\$350.00	\$262.50
Language Setup Charge - Spanish	\$350.00	\$262.50
Language Setup Charge - All Other languages	\$525.00	\$393.75
Political Parties	\$5.25	\$3.94
Ballot Faces	\$15.75	\$11.81
Contests / Issues	\$17.00	\$12.75
Candidates / Yes-No Responses	\$10.25	\$7.69

Description	Non-Discounted Fees	Discounted Fees
Propositions / Amendments / Instructions	\$21.00	\$15.75
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.40	\$0.30
Resubmission	\$350.00 for English & Spanish and \$525.00 (for each additional language), plus the applicable fee for each element changed for each language	\$262.50 for English & Spanish and \$393.75 (for each additional language), plus the applicable fee for each element changed for each language

Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)		
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, and Jump Drives)	\$12.50	\$12.50
Electronic transfer files (per county, per election)	\$125.00	\$125.00
SOS Media	\$75.00	\$75.00
.pdf File Extraction (per Style)	\$1.50	\$1.50
Sample Ballot Creation	\$40.00	\$40.00
Publication Ballot Creation (Ballot Layout As Is)	\$185.00	\$185.00
Custom Publication Ballot Creation	\$350.00	\$350.00
ESSIM Test Deck Creation (does not include print costs)	\$325.00	\$325.00
Auto Test Deck PDF Creation (\$20.00 per Style. Minimum Charge of \$200.00)	\$200.00	\$200.00
Ballot Assignment Chart	\$399.50	\$399.50
Download Results From Media	\$65.00	\$65.00
ERM State Utility File	\$425.00	\$425.00

Note 1: All prices are exclusive of freight which will be billed separately.

**EXHIBIT C
BALLOT PRINTING SERVICES**

Description	Price per Ballot
14" and 17" Ballots:	
Base ballot charge	\$0.25
Backside of ballot	\$0.03
Stub and / or numbering	\$0.03
Folding	\$0.02
Scoring	\$0.02
Packaging	
14" ExpressVote Activation Cards – No Numbering	\$0.09 per card
Color requirements – defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote.	\$0.02
Prices are exclusive of freight, which will be billed separately.	
19" ballots are quoted separately.	

Note 1: Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

Note 2: The above pricing assumes the use of ES&S partner printers. The use of a Customer requested printer may result in a change in the fees outlined above.

Note 3: Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

Note 4: Ballots are to be ordered in increments of 25 with a minimum order value of \$100.00.

Note 5: Expedite Fee of \$150.00 will be assessed to each order that is required to be SHIPPED within Three (3) business days from time of order.