

A2

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/ 2018- 12/31/2018

Hon. Randy Stinson
Ellis County Commissioner, Pct.1
PO Box 536
Palmer, TX 75152-0536

Term:
1/1/2017 - 12/31/2020

Phone: (972) 449-3260
Fax: (972) 449-2203

Last 4 digits of SSN

01/01/2018	Excess hours carried from prior period	8.00
02/20/2018	V.G. Young Institute of County Government Annual Conference	20.00
03/29/2018	TACERA Conference	5.00

Total Hours Earned: 33.00

You have met your 2018 Commissioner Statutory Continuing Education requirement.

You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

COMMISSIONERS' COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. on the second (2nd) TUESDAY** of each month and **2:00 p.m. on the fourth (4th) TUESDAY** of each month. If that Monday falls on a County holiday, Commissioners' Court will convene on the following Tuesday at 10:00 a.m. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

IF YOU REQUIRE AN ORIGINAL RETURNED FOR YOUR FILES, PLEASE INCLUDE AN EXTRA ORIGINAL REQUESTING THAT IT BE RETURNED TO YOU.

The **deadline** for submitting an agenda request with the supporting information is the **1st and 3rd Tuesday at 5:00 p.m. of each month**. This will give ample time for preparation of the agenda and circulation for approval.

If you are not representing an organization, board, elected or appointed official your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners' Court Agenda.**

Please fill out this form completely:

DATE: 09/21/2018

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas I 45 Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: 11/21/2017

DESCRIPTION OF AGENDA REQUEST: Consent Agenda – Request acceptance of Continued Education hours for Commissioner Randy Stinson

County Attorney Approval



AD

September 20, 2018

RE: Reimbursement

To Whom It May Concern:

I request reimbursement in the amount of \$163.18 for the two items listed below (see attached invoices and receipts) under the FY 2017-18 Budget Cycle:

- \$94.18 – Garcia’s Mexican Food
 - Lunch with Ellis County & Hays County staff in Kyle, Texas
 - Ellis County visited Hays County to discuss septic regulations and MyPermitNow software information.
 - Occurred on Friday, June 15, 2018

- \$69.00 – All Trophy
 - Plaque of appreciation given for Lisa Yates’ retirement
 - Commissioners’ Court ratified the payment of invoice at its July 31, 2018 meeting.

Thanks,

AM

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County
Email: alberto.mares@co.ellis.tx.us

ALBERTO MARES
KEVIN PRINCE
DANNY HUSKINS
LISA YATES
SISSY RAYFORD
ELLIS COUNTY

RONIE MCWALAS
ERIC VAN GARSBECK
TOM POPE
MICHAEL BERLAK
HAYS COUNTY

Customer Copy
Garcia's Mexican Food - Kyle

Garcia's Mexican Restaurant

Current Batch: 06152018
Fri 6/15/2018 1:23:34 PM
Check 126 Table 5
Anna
Station pos3

Cardholder acknowledges receipt of goods
and/or services in the amount of the
TOTAL shown hereon and agrees to perform
the obligations set forth in the
Cardholder agreement with the Issuer

MasterCard XXXXXXXXXXXX0237
Approval 068736

BASE	\$78.18
TIP	<u>16⁰⁰</u>
TOTAL	<u>94¹⁸</u>

Customer Copy

Thank you for your business!

LUNCH FOR MEETING IN HAYS COUNTY
STAFF IN KYLE, TX ON 6/15/18.
TALKED ABOUT SOFTWARE, SEPTIC
REGS, POLICY, ETC

ALL SPORTS TROPHIES
109 N. College St.
Waxahachie, TX 75165

00073

Invoice

Date 7/10/2018
Invoice # 12663

Bill To

Ellis County
101 W. Main St
Waxahachie, TX 75165

Ship To

Sissy Rayford
825-5200

P.O. #
Terms Due on receipt

Ship Date 7/10/2018
Due Date 7/10/2018
Other

Item	Description	Qty	Price	Amount
Acrylics - PDU	6" Texas Acrylic Retirement - LISA R. YATES	1	69.00	69.00



APPROVAL [Signature]
 DEPT. DSD
 DATE 7/13/18
 LINE ITEM 001-0060-50801
\$69.00

Thank You for Your Business

ALL SPORTS TROPHIES
tbuford@ectisp.net

(972) 937-2222
(972) 937-2262

Subtotal \$69.00
 Sales Tax (0.0%) \$0.00
 Total \$69.00
 Payments/Credits \$0.00
 Balance Due \$69.00

ELLIS COUNTY, TEXAS

C a s h R e c e i p t

Operator CHERYL CHAMBERS *CC*

Receipt # 35672 Total \$163.18 Date 07/24/18

Received From ALBERTO MARES

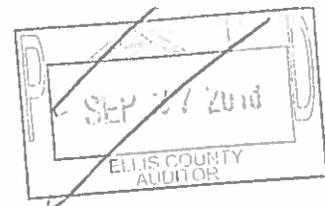
Source of Income 7/24/18 REIMS CREDIT CARD

Account # /Description	Amount	Customer #	Ref #	Check #
001-3060-50305-00000-000 7/24/18 REIMS CREDIT CARD	\$163.18	0	0	5214

RECEIVED

SEP 27 2018

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT



ELLIS COUNTY

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-50701-00000-000	Utilities	7,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-50703-00000-000	Telephone	7,000.00

[Signature] 9-27-18
 Signature of Department Head Date Signed

Prec. 1
 Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019

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

Approved by County Auditor's Office:

DeVonde Spivey 9/27/18

F2

**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT**

Corrections to the 2018/2019 Budget

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50502-00000-000	Salaries	18,271.00
001-0050-50648-00000-000	Auto Allowance	18,094.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50648-00000-000	Auto Allowance	18,271.00
001-0015-50503-00000-000	Certification Pay	500.00
001-0015-50815-00000-000	Dept Uniform	960.00
001-0140-50558-00000-000	Contingencies/Reserves	14,333.00
001-0320-50502-00000-000	Salaries	354.00
001-0320-50553-00000-000	Soc Security	27.00
001-0320-50554-00000-000	Retirement	40.00
001-0375-50502-00000-000	Salaries	1,746.00
001-0375-50553-00000-000	Soc Security	134.00



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 _____, 2018/2019

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

Approved by County Auditor's Office:

DeVonde Spaullock 10/1/18

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

13

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
001-0520-50873	Maintenance/Repairs	2,000.00

RECEIVED

SEP 27 2018

ELLIS COUNTY
AUDITOR

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-50801	Supplies	1,000.00
001-0520-50874	Docket Book/Printing	1,000.00


Signature of Department Head

9-27-18
Date Signed

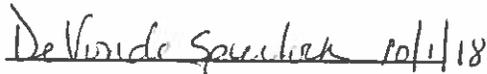

Department

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:

 10/1/18

F4

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
001-0210-40964-00000-000	Contracting Elections	(\$13,710.00)
001-0210-50808-00000-000	Auto Gas	(\$1,000.00)
001-0210-50809-00000-000	Auto Repairs	(\$700.00)
001-0210-50802-00000-000	Equipment	(\$1,000.00)
001-0210-50803-00000-000	Furn/Fixtures	(\$800.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50855-00000-000	Voting Equipment	\$ 910.00
001-0210-50848-00000-000	Holding Salary	\$ 3,050.00
001-0210-50801-00000-000	Supplies	\$ 7,200.00
001-0210-50703-00000-000	Telephone	\$ 200.00
001-0210-50695-00000-000	Fica	\$ 5,800.00
001-0210-50804-00000-000	Postage	\$ 50.00


Signature of Department Head

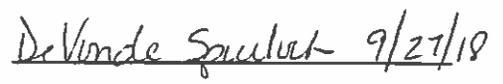
9-17-18
Date Signed

Elections
Department

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

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

Approved by County Auditor's Office:


DeVonde Spulst 9/27/18



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 9/27/18

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

Contracting Elections 001-0210-40964 \$13,710.00

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 27 2018
ELLIS COUNTY
AUDITOR
F5

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
001-0210-40719-00000-000	Chapter 19 Funding	(\$2,085.63)
001-0210-40719-00000-000	Chapter 19 Funding	(\$1,550.37)
		Total 3,1036.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenses	\$2,085.63
001-0210-50800-00000-000	Chapter 19 Expenses	\$1,550.37
		Total 3,1036.00
		Elections


Signature of Department Head

9-20-18
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 9/28/18



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 9/28/13

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

Chapter 19 Funding 001-0210-40719 \$3,634.00

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 *Mykael Reeve*
Mykael Reeve, CGFO
County Auditor

F6

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
001-0000-30302-00000	Fund Balance	123,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50814-00000-000	Feeding prisoner	24,000.00
001-0015-50813-00000-000	Inmate medical	99,000.00

Signature of Department Head

9/25/2018

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 _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spurlink 9/27/18



**CERTIFICATION OF
BUDGET TRANSFER**

Ellis County

DATE: 9/27/18

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention. 001-0000-30302 \$123,000 To 001-0015-50814 \$24,000
001-0015-50813 \$99,000

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

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.

Approved this _____ day of _____, 2017/2018

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

County Clerk: _____

 COPY

ELLIS COUNTY, TEXAS

Cash Receipt

Operator LAURI HARTLEY 

Receipt # 1587 Total 563,036.68 Date 06/14/10

Received From ARGONAUT GREAT CENTRAL INSURANCE COMPANY

COPY

Source of Income 8/13/18 INSURANCE REIMB

Account # /Description	Amount	Customer #	Ref #	Check #
001-0010-40659-00000-000 8/13/18 INS REIMB JAIL SVR	563,036.68	0	0	1770349

Argonaut Great Central Insurance Company
On Behalf Of: Trident
Handed By
Contact Number 1 877-474-8808

JPMorgan Chase Bank, N.A.
Dallas, TX

Check Number: 3770349

Policy/Certificate: PE 4600166-17
Insured: Ellis County

88-88
1113

Source: FH-TROC

Claim Number TNT-0148903
Date of Loss 07/24/2018
Claimant: Ellis County

Period Covered 2018-08-07 to 2018-08-07
Adjuster: david.clark

Date: 08/07/2018
Void After 180 Days
Amount: \$63,036.68

PAY Sixty-Three Thousand Thirty-Six Dollars And Sixty-Eight Cents

PAY TO THE ORDER OF ELLIS COUNTY

John K. Cochi
AUTHORIZED REPRESENTATIVE
Mary Slutsky
AUTHORIZED REPRESENTATIVE

PAYEE ADDRESS 101 W Main
Waxahachie, TX 75165

FOR ACV of Water Damaged Computer Equipment Less \$500.00 Deductible



⑈0003770349⑈ ⑆111300880⑆ 707700316⑈

DETACH BEFORE CASHING (Retain stub for your records.)

Pay To: ELLIS COUNTY

RECEIVED

AUG 13 2018

Payee: Argonaut Great Central Insurance Company

ELLIS COUNTY TREASURER

For: ACV of Water Damaged Computer Equipment Less \$500.00 Deductible

Contact Number: 1-877-474-8808

Check Number: 3770349
Issued: 08/07/2018

Claim Number	Claimant Name	Invoice	Paid Amt	Billed Amt	Policy/Certificate	Date of Loss	Period Covered
Type Pay	Paymt Desc	Adjuster		FE N/SSNO	Insured Name		Treaty Name
TNT-0148903	Ellis County		63,036.68	63,036.68	PE 4600166-17	07/24/2018	2018-08-07 to 2018-08-07
	Inland Marine	david.clark			Ellis County		
	Total		63,036.68	63,036.68			

Mail To: Ellis County
101 W. Main
Waxahachie TX 75165



August 7, 2018

Ellis County, Texas
Attn: Chief Deputy Ogden
101 West Main
Waxahachie, TX 75165

RE: Claim Number: TNT-0148903
Policy Number: PE-4600166-17
Date of Loss: 7/24/18
Our Insured: Ellis County, Texas
Company: Texas Association of Political Subdivisions

Dear Chief Deputy Ogden:

My name is Dave Clark, the adjuster that has been assigned to this claim on behalf of the Texas Association of Political Subdivisions (TAPS).

You have reported water damage that occurred to computer equipment at the Sheriff/Jail located at 300 South Jackson, Waxahachie, TX that occurred on the above referenced date of loss.

TAPS is in receipt of your original purchase invoices for the damaged computer equipment. Based on these invoices, an undisputed actual cash value payment of \$63,036.68 has been issued under the Inland Marine Coverage. This payment has been issued under a separate cover from our office in San Antonio, TX. I have included a breakdown of your payment below.

Inland Marine:
\$5,130.76 Dell
\$3,310.37 CORAID
\$11,234.63 CORAID
\$22,580.80 DellEMC
\$9,889.62 Dell
\$5,001.75 Dell
\$6,288.75 General Datatech
-\$500.00 Deductible

\$63,036.68 ACV Payment for Inland Marine Damage

PO Box 469011
San Antonio, TX 78246
www.tridentinsurance.net

T 877 474 8808
F 210 377 2837



You may make a claim for the full replacement cost of the damaged computer equipment after the repairs have been completed by emailing copies of paid in full invoices or purchase orders to me at the email address listed below.

Additionally, TAPS is in receipt of a document that purports to be a completed and executed sworn statement in proof of loss. Unfortunately, TAPS cannot accept this document as a completed and executed sworn statement in proof of loss as it is incomplete. Specifically, the section of the form where you detail the amount you are claiming under your policy has been left blank. I have enclosed another copy of the form with this letter. Please forward the completed proof of loss to us as soon as possible. Please be advised that the sworn statement in proof of loss is due back to us by September 22, 2018. Please call me if you have any questions about the form or need assistance completing it.

I am currently investigating your claim and will evaluate it in accordance with the terms and conditions of your policy.

All rights under your policy of insurance are reserved. No waiver or estoppel of any kind is intended and none should be implied.

Please call me with any questions. Please include your claim number on any correspondence. You may email the requested information to me at propertyclaims@argogroupus.com. Alternatively, you may fax or mail the information to the number/address below.

Sincerely,

David J. Clark, CPCU, AIC
Senior Property Claims Adjuster
Texas Association of Political Subdivisions
(413) 773-6337
propertyclaims@argogroupus.com

Enclosure

PO Box 469011
San Antonio, TX 78246
www.tridentinsurance.net

T 210 321 8400
F 210 377 2837

 COPY

ELLIS COUNTY, TEXAS

C a s h R e c e i p t

Operator LAURI HARTLEY *LH*

Receipt # 36156 Total \$12,175.84 Date 09/17/18

Received From ARG NAUT GREAT CENTRAL INSURANCE CO

COPY

Source of Income 9/11/18 JAIL INSURANCE CLAIM

Account # /Description	Amount	Customer #	Ref #	Check #
001-0010-40655-00000-000	\$12,175.84	0	0	1771134
PE-4600165-17 WATER DAMAGE				

Argonaut Great Central Insurance Company
On Behalf Of Trident
Handled By
Contact Number 1-877-474-8808

JPMorgan Chase Bank, N.A.
Dallas, TX

Check Number: 3771134

Policy/Certificate: PE 4600166-17
Insured: Ellis County

88-88
1113

Source: FH-TROC

Claim Number: TNT-0148903
Date of Loss: 07/24/2018
Claimant: Ellis County

Period Covered: 2018-09-11 to 2018-09-11
Adjuster: david.clark

Date: 09/11/2018
Void After 180 Days

PAY: Twelve Thousand One Hundred Seventy-Five Dollars And Eighty-Four Cents**

Amount: \$12,175.84

PAY TO THE ORDER OF: ELLIS COUNTY

John K. Cochr
AUTHORIZED REPRESENTATIVE

PAYEE ADDRESS: 101 W Main
Waxahachie TX 75165

FOR: Replacement Cost Payment for Water Damaged Computer Equipment



⑈0003771134⑈ ⑆111300880⑆ 707700316⑈

DETACH BEFORE CASHING (Retain stub for your records.)

Pay To: ELLIS COUNTY

Payer: Argonaut Great Central Insurance Company

For: Replacement Cost Payment for Water Damaged Computer Equipment

Check Number: 3771134

Contact Number: 1-877-474-8808

Issued: 09/11/2018

Claim Number	Claimant Name	Invoice	Paid Amt	Billed Amt	Policy/Certificate	Date of Loss	Period Covered
Type Pay	Pymt Desc	Adjuster		FEIN/SSNO	Insured Name		Treaty Name
NT-0148903	Ellis County		12,175.84	12,175.84	PE 4600166-17	07/24/2018	2018-09-11 to 2018-09-11
	Inland Marine	david.clark			Ellis County		
		Total	12,175.84	12,175.84			

Line Item

001-0016-46659-00000-000

Mall To: Ellis County
101 W. Main
Waxahachie TX 75165



September 11, 2018

Ellis County, Texas
Attn: Chief Deputy Ogden
101 West Main
Waxahachie, TX 75165

RE: Claim Number: TNT-0148903
Policy Number: PE-4600166-17
Date of Loss: 7/24/18
Our Insured: Ellis County, Texas
Company: Texas Association of Political Subdivisions

Dear Chief Deputy Ogden:

My name is Dave Clark, the adjuster that has been assigned to this claim by Trident Insurance Services LLC on behalf of the Texas Association of Political Subdivisions (TAPS). This letter will confirm the status of our investigation for water damage to computer equipment at the Sheriff/Jail located at 300 South Jackson, Waxahachie, TX that occurred on the above referenced date of loss.

TAPS is in receipt of and accepts your Purchase Order for the replacement of your damaged equipment and your completed and executed Sworn Statement in Proof of Loss. Based on this documentation, a payment of \$12,175.84 has been issued under the Inland Marine Coverage. This payment has been issued under a separate cover from our office in San Antonio, TX. I have included a breakdown of your payment below.

Inland Marine:
\$75,712.52 Replacement Cost
-\$500.00 Deductible
-\$63,036.68 ACV Payment of August 7th

\$12,175.84 Payment for Inland Marine Damage

If you have any questions, please contact me as soon as possible.

All rights under your policy of insurance are reserved. No waiver or estoppel of any kind is intended and none should be implied.

PO Box 469011
San Antonio, TX 78246
www.tridentinsurance.net

T 877 474 8808
F 210 377 2637



Please call me with any questions. Please include your claim number on any correspondence. You may email the requested information to me at propertyclaims@argogroupus.com. Alternatively, you may fax or mail the information to the number/address below.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Clark". The signature is stylized with loops and a horizontal line through the middle.

David J. Clark, CPCU, AIC
Senior Property Claims Adjuster
Argonaut Insurance Company
(413) 773-6337
propertyclaims@argogroupus.com

PO Box 469011
San Antonio, TX 78246
www.tridentinsurance.net

T 210 321 8400
F 210 377 2637

SHERIFFS OFFICE
300 S. JACKSON
WAXAHACHIE, TX 75165

S003236

972-825-4901

09/05/18

00693 0 09/05/18

DELL MARKETING LP
PO BOX 676021
C/O DELL USA LP
DALLAS, TX 75267-6021
USA

SHERIFFS OFFICE
300 S. JACKSON
WAXAHACHIE, TX 75165

COPY

SHERIFFS OFFICE

972-825-4901

1

SO - DELL POWEREDGE SERVERS - 75712.52 75712.52
PER QUOTE # 3000028230538.1

TAX EXEMPT
30 DAY NET TERMS
REFERENCE PO # S003236 ON INVOICE

REPLACEMENT FOR SO SERVER ROOM
WATER DAMAGE CLAIM
ACCOUNT DISTRIBUTION:
001-0010-50888-00000-000 75712.52

SUB-TOTAL 75712.52
TAX 0.00
SHIPPING AND HANDLING CHARGE 0.00

AREA : PURCHASING AGENT

75712.52



Jodi Platt



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)274-1550
Customer Service: (800)274-1550
Technical Support: (800)274-1550
Dell Online: <http://www.dell.com>

Invoice

COPY

BILL TO:

ELLIS COUNTY SHERIFF
ACCOUNTS PAYABLE
300 S JACKSON ST
WAXAHACHIE, TX 75165-3750

SHIP TO:

ELLIS COUNTY SHERIFF
ACCOUNTS PAYABLE
300 S JACKSON ST
WAXAHACHIE, TX 75165-3750

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10268129960 Customer No: 116698878 Order No: SEE BELOW Page 1 of 1

Purchase Order:	S003236	Order Date:	09/06/2018
Payment Terms:	Due 30 days from the invoice date	Sales Rep:	MARISELA HERMOSILLO
Due Date:	10/21/2018	Shipped Via:	SEE BELOW
Invoice Date:	09/21/2018	Customer Agreement No:	DIR-TSO-3763
Waybill Number:	458592725861	Contract Number:	75AHH

Item Number	Description	Qty	Unit	Unit Price	Amount
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SHIP TO:

ELLIS COUNTY SHERIFF
ACCOUNTS PAYABLE
300 S JACKSON ST
WAXAHACHIE, TX 75165-3750

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$7 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

		USD
Sub-Total:	\$	75,712.52
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	75,712.52	
Invoice Total:	\$	75,712.52



DETACH AT LINE AND RETURN WITH PAYMENT
Invoice Number: 10268129960
Customer Name: ELLIS COUNTY SHERIFF
Customer Number: 116698878
Purchase Order: S003236

Make check payable / remit to :

Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 676021
Dallas, TX 75267-6021

		USD
Sub-Total:	\$	75,712.52
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	75,712.52	
Invoice Total:	\$	75,712.52
Balance Due:	\$	75,712.52
Amount Enclosed:		

0102681299600000007571252000001166988783



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 9/24/18

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

Insurance Reimbursement 001-0010-40659 \$75,212.52

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



AGENDA ITEM 1.1
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Release construction bond & accept maintenance bond for Bryson Springs, Phase 2.

LEGAL CAPTION:

Consider and act on a request to release a construction bond and accept a maintenance bond, specifically for paving improvements for Bryson Springs, Phase 2. The property contains ± 88.609 acres of land located at the southeast intersection of Bryson Lane and Springer Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4



APPLICANT(S):

Glen Thurman



PURPOSE:

The applicant is requesting the County to release the construction bond (originally issued July 11, 2017) in the amount of \$2,043,335.64 from Philadelphia Indemnity Insurance Company and accept a maintenance bond for paving improvements for Bryson Springs, Phase 2 in the amount of \$381,221.54 issued by Fidelity and Deposit Company of Maryland. This maintenance bond will be good for two (2) years and will be specifically for roads, drainage, and infrastructure. This subdivision is proposing approximately 63 residential lots.

HISTORY

On March 9, 2015, the Commissioners' Court approved the final plat of this phase and filed in Cabinet I, Slides 713-715. There is a separate maintenance bond for storm drain improvements only on the next agenda item for \$135,028.52.



RECOMMENDATION:

Staff recommends the Commissioners' Court proceed in the manner described below:

- 1) **Approve** this request to release the Maintenance Bond No. PB02484500009 issued by Philadelphia Indemnity Insurance Company for \$2,043,335.64 and accept a maintenance bond for paving improvements only for Bryson Springs, Phase 2 issued by Fidelity and Deposit Company of Maryland for \$381,221.54, as presented.



ATTACHMENTS:

1. Plat
2. Copy of Maintenance Bond



DEPARTMENT OF DEVELOPMENT
Ellis County

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

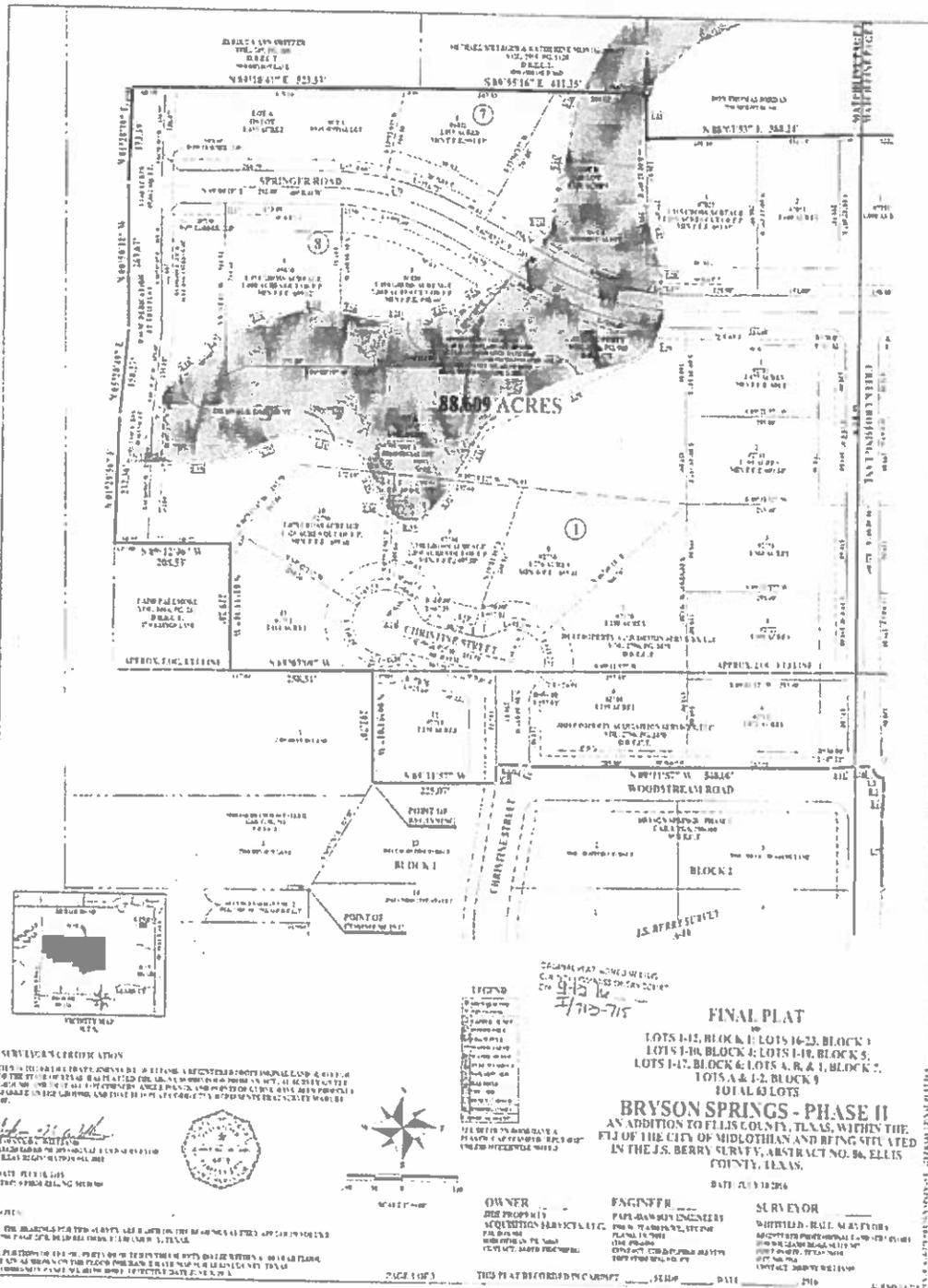


APPROVED AND PRESENTED BY:

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



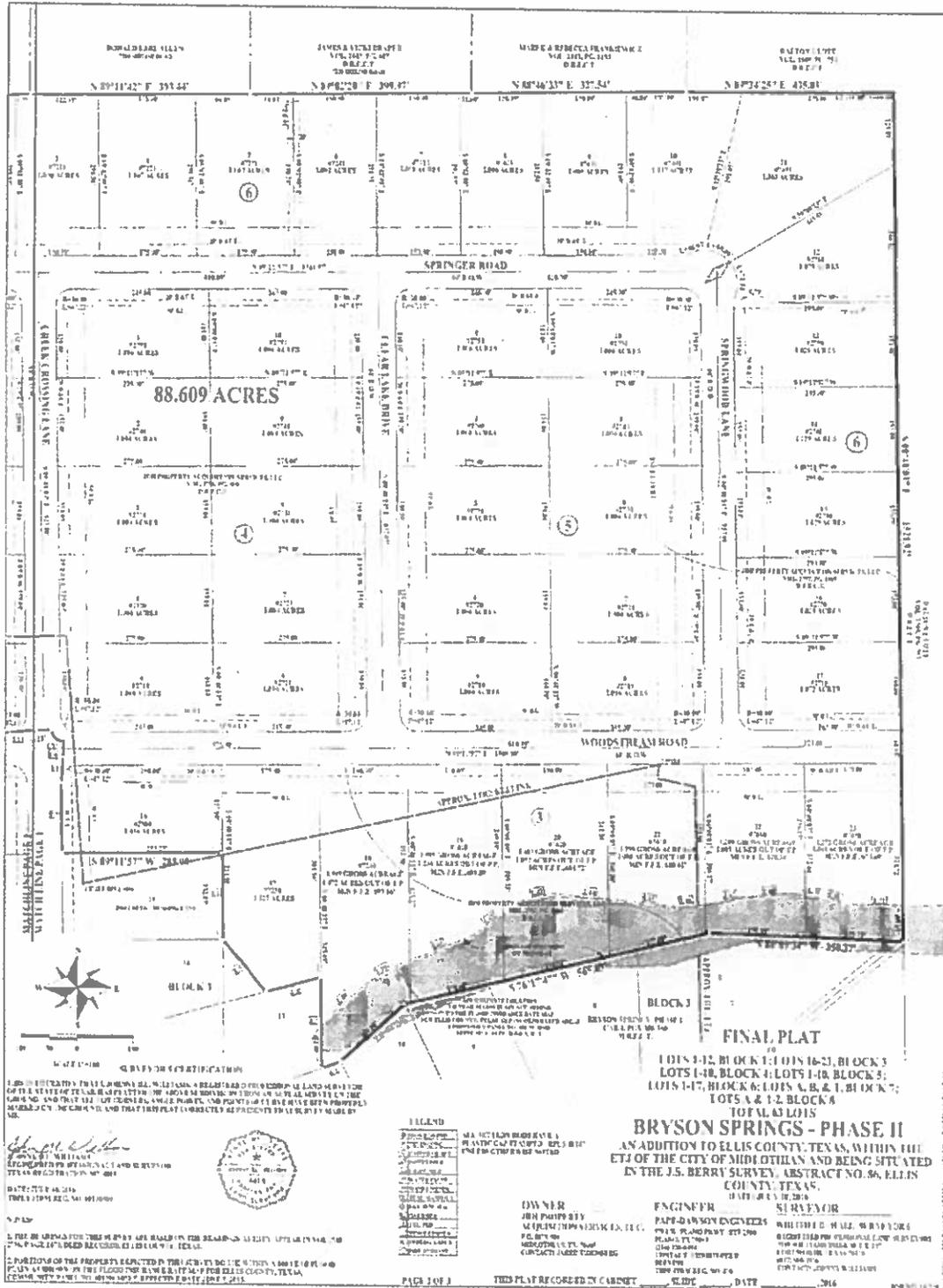
ATTACHMENT NO. 1





DEPARTMENT OF DEVELOPMENT
Ellis County

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





ATTACHMENT NO. 2



Fidelity and Deposit Company of Maryland
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227
Colonial American Casualty and Surety Company

Bond No. 9291022

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we
GLENN THURMAN, INC. hereinafter
called Principal, as Principal, and Fidelity and Deposit Company of Maryland
a corporation of the State of Maryland, Baltimore, Maryland, hereinafter called Surety, as Surety,
are held and firmly bound unto
Ellis County, TX

hereinafter called Oblige in the sum of Three Hundred Eighty One Thousand, Two Hundred Twenty One and 54/100 (\$381,221.54)
DOLLARS, lawful money of the United States of America, to be paid to the said Oblige, or its successors or assigns, to
the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 5th day of September, 2018

WHEREAS, the Principal entered into a contract with JHDMC, LLC dated May, 2017
for
Bryson Springs, Phase 2 Paving Improvements
and,

WHEREAS, the Oblige requires that these presents be executed on or before the final completion and acceptance of said
contract and

WHEREAS, said contract was completed and accepted on the _____ day of _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without
cost to the Oblige, any defects which may develop during a period of Two (2) Years
from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior
materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

ATTEST:
[Signature]

[Signature]
Sophie Hunter, Witness

GLENN THURMAN, USE
By: [Signature]
General Manager
EXECUTIVE VICE PRESIDENT
Fidelity and Deposit Company of Maryland

By: [Signature]
Robbi Morales, Attorney-in-Fact

CON800107206011



AGENDA ITEM 1.2
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Release construction bond & accept maintenance bond for Bryson Springs, Phase 2.

LEGAL CAPTION:

Consider and act on a request to accept a maintenance bond, specifically for storm drain improvements for Bryson Springs, Phase 2. The property contains ± 88.609 acres of land located at the southeast corner of Bryson Lane and Springer Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4



APPLICANT(S):

Circle H Contractors



PURPOSE:

The applicant is requesting the County to accept a maintenance bond for Bryson Springs, Phase 2 in the amount of \$135,028.52 from Main Street America Group, specifically for storm drain improvements only. This subdivision is proposing approximately 63 residential lots.

HISTORY

On March 9, 2015, the Commissioners' Court approved the final plat of this phase and filed in Cabinet I, Slides 713-715. There is a separate maintenance bond for paving improvements only on the previous agenda item for \$381,221.54.



RECOMMENDATION:

Staff recommends approval of this request to accept the Maintenance Bond No. 317691 issued by The Main Street America Group for \$135,028.52 for storm drain improvements only in the amount of \$135,028.52, as presented.



ATTACHMENTS:

1. Plat
2. Copy of Maintenance Bond

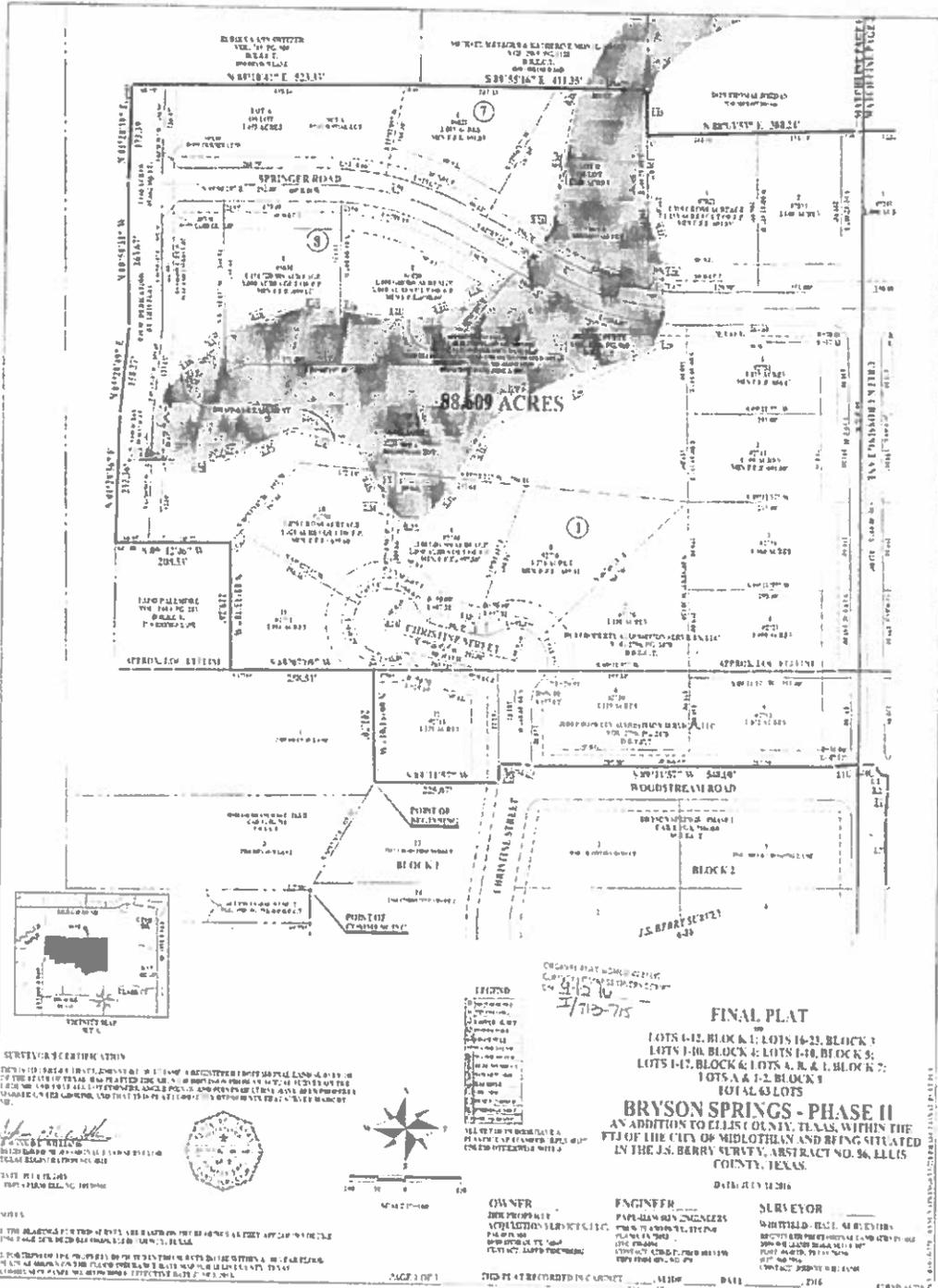


APPROVED AND PRESENTED BY:

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



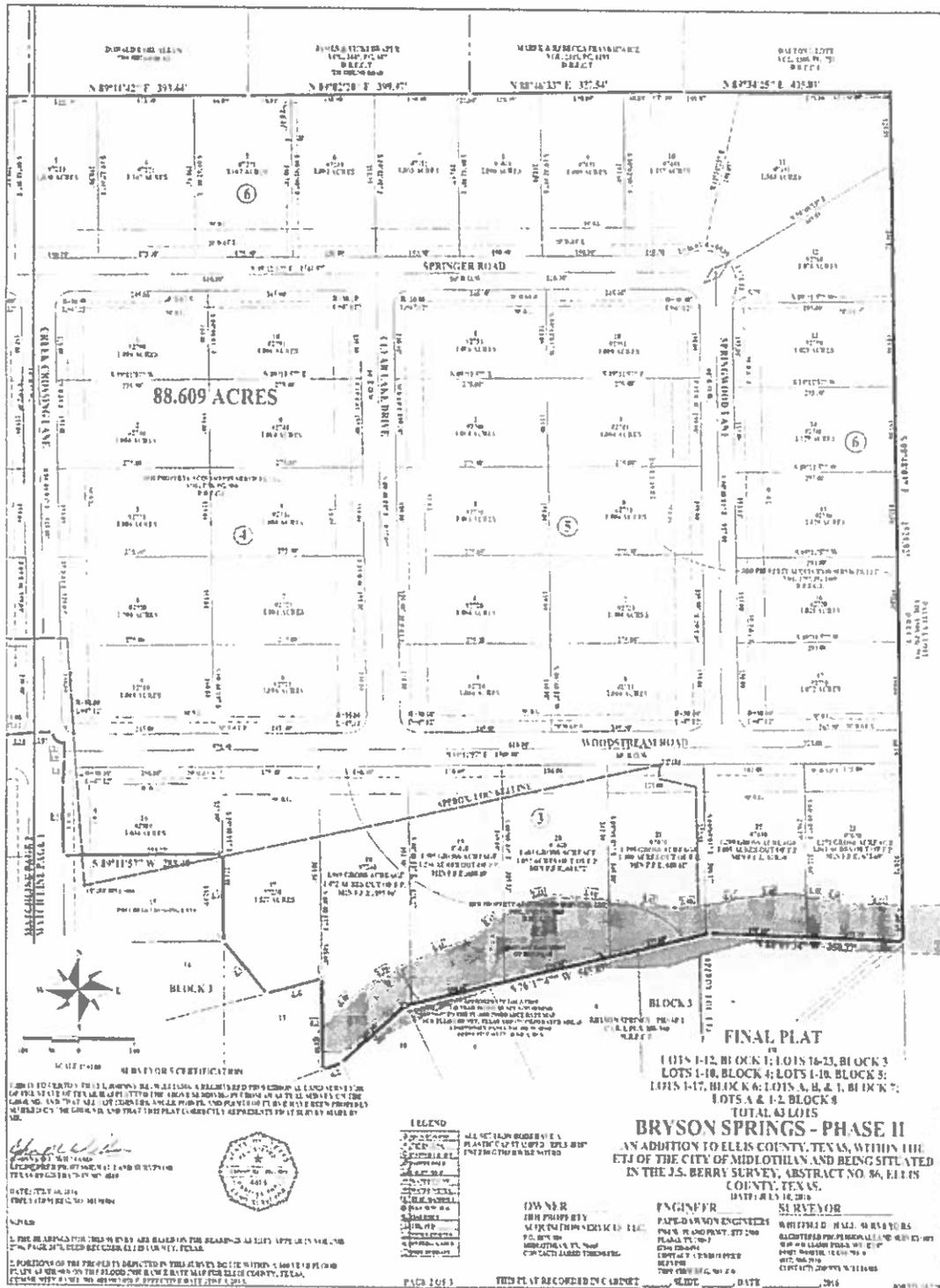
MENT NO. 1





DEPARTMENT OF DEVELOPMENT
Ellis County

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





ATTACHMENT NO. 2



THE MAIN STREET AMERICA GROUP



MAINTENANCE BOND

BOND NO. 317691

KNOW ALL MEN BY THESE PRESENTS:

That, Circle H Contractors, LP
of Midlothian, TX, as Principal and
NGM Insurance Company, a corporation organized under the laws of the State of Florida and authorized to do business in
the STATE OF TEXAS as Surety, are held and
firmly bound unto Ellis County c/o Judge Carol Bush as Obligee, in the
penal sum of One hundred thirty five thousand twenty eight & 52/100-- Dollars (\$ 135,028.52) lawful money
of the United States of America, to be paid to the Obligee for which payments, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee entered into a written contract for the Bryson Springs Phase II-Storm Drain
Improvements
all in accordance with plans and specifications drawn.

WHEREAS, said contract provides that the Principal will furnish a bond to guarantee, for the period of 2 (two)
year(s) against all defects in workmanship and materials which may become apparent during such period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which becomes
apparent during the period of 2(two) year(s) from and after date of acceptance,
then this obligation shall become null and void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 21st day of September 2018.

By: [Signature]
Brah Owens

NGM Insurance Company

By: [Signature]
Sheri R Allen

Attorney-in-Fact



AGENDA ITEM 1.3
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Preliminary plat of Oxford Ranch 2, Phase 2

LEGAL CAPTION:

Consider and act on a request for a preliminary plat of Oxford Ranch 2, Phase 2. The property contains ± 69.645 acres of land in the T. Cassidy Survey, Abstract No. 255 and the H.G. Hurst Survey, Abstract No. 458 located at the northeast corner of Cardiff Lane and South Westmoreland Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT:

James McDill



PURPOSE:

The applicant is requesting to subdivide this property into forty-eight (48) residential lots in unincorporated Ellis County.



HISTORY:

A previously-approved plat in January / February 2016 by both the City of Waxahachie and Ellis County has expired. The two-year plat approval expired in February 2018. A new preliminary plat is required before the submittal of construction plans for review. The City of Waxahachie approved this preliminary plat on October 1, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's adopted Master Thoroughfare Plan identifies South Westmoreland Road as a Principal Arterial requiring a minimum total right-of-way dedication of 100 feet. This plat shows a proposed dedication of fifty (50) feet from the centerline of South Westmoreland Road. Tx-DOT may need additional right-of-way for the widening of the FM 664 project, but the current dedication complies with the thoroughfare plan.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Preliminary Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.

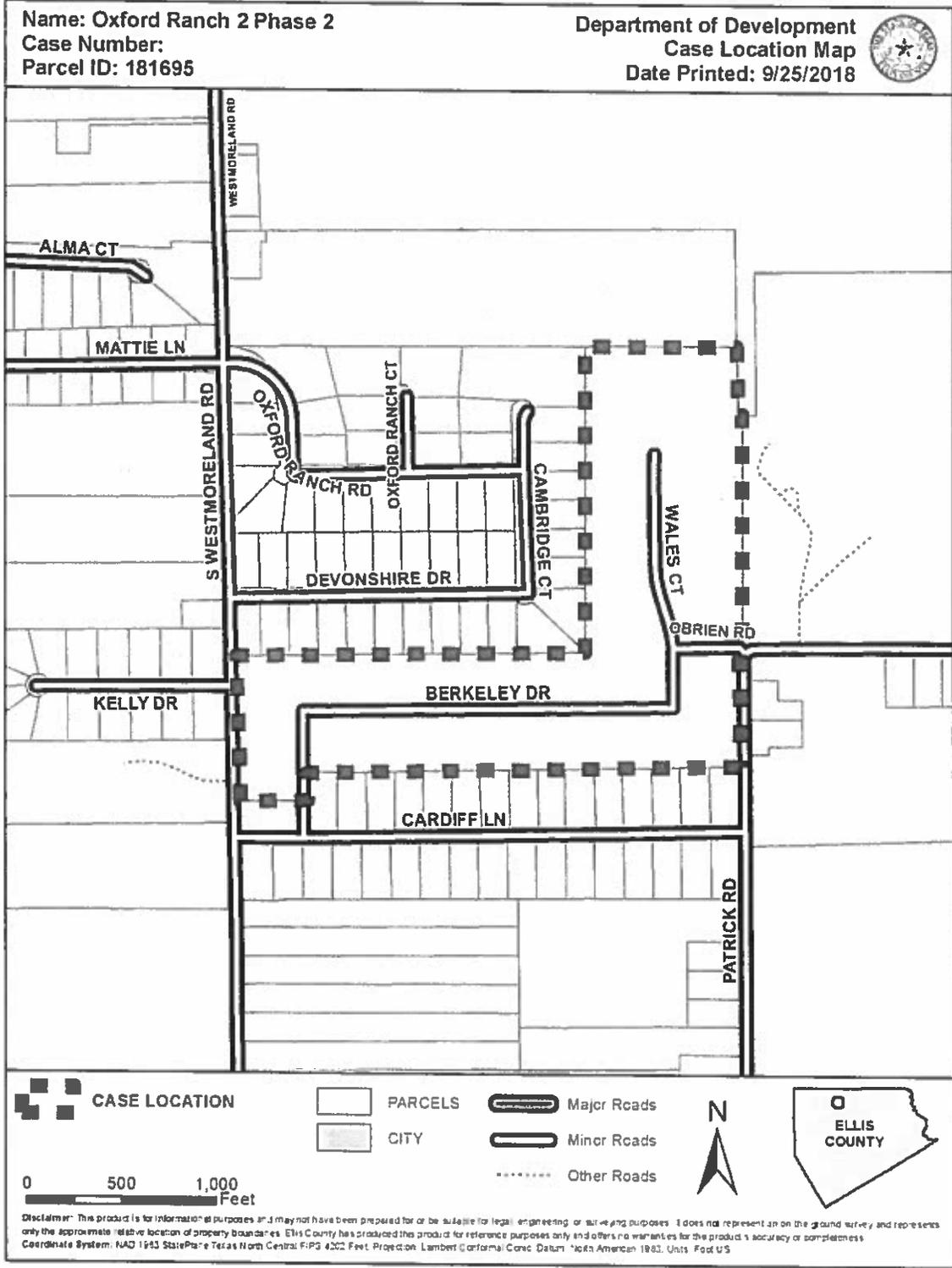


APPROVED AND PRESENTED BY:

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

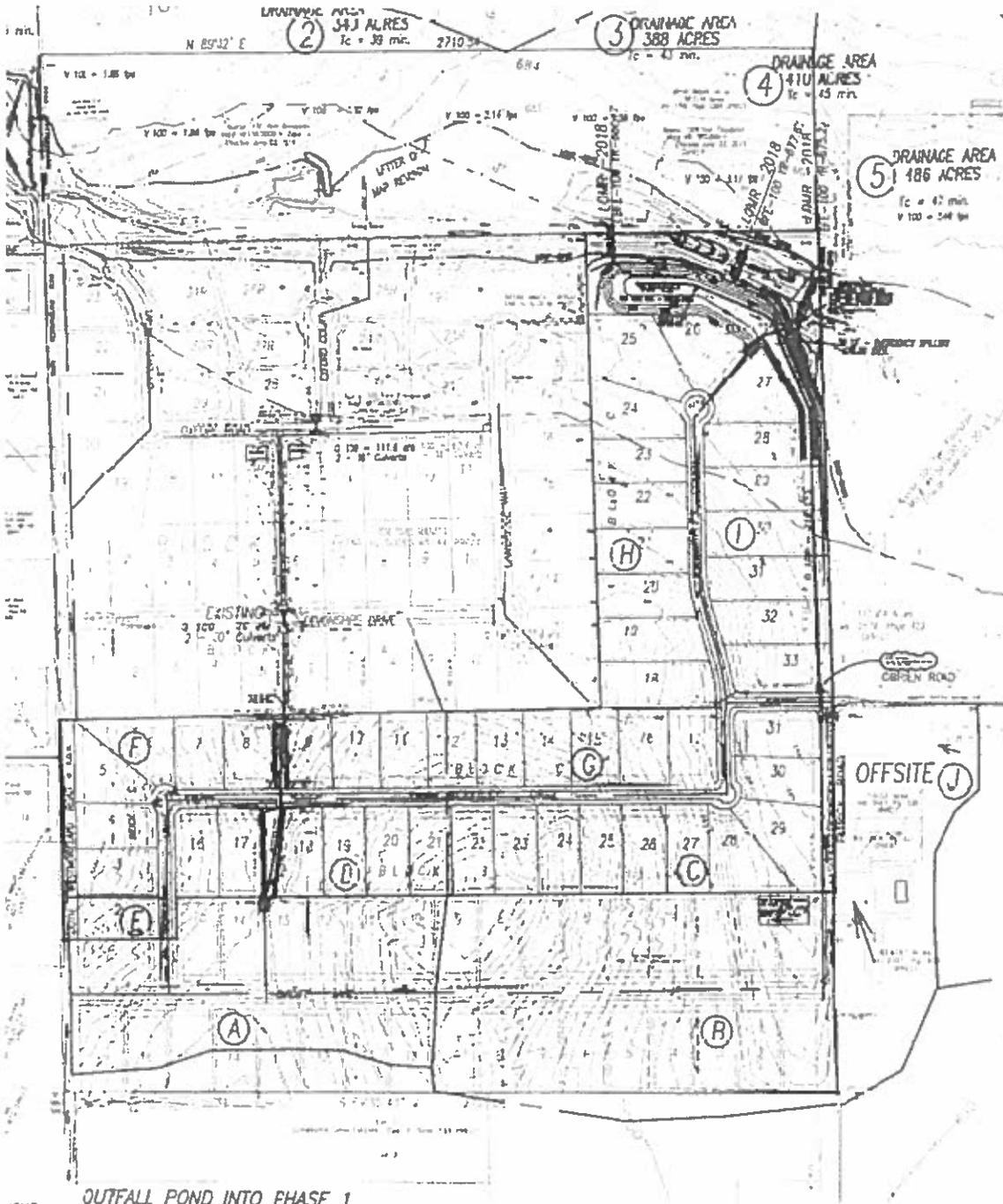


ATTACHMENT NO. 1





ATTACHMENT NO. 2



OUTFALL POND INTO PHASE 1

DEVT.
& F - 33.07 Acres C = 0.35 Time Conc = 20 min.
C.35 20 4.36/4.91/5.80/7.13 53.4 /60.7 /71.0 /88.0

DEVT.
& F - 33.07 Acres C = 0.30 Time Conc = 15 min.
1.50 15 4.39/5.64/6.57/8.09 87.3 /98.3 /115 /142

OXFORD RANCH TWO - PHASE TWO - DRAINAGE						
Drainage Area	Area Acres	Runoff Coeff. (C)	Time of Conc. min	Drainage Intensity in./hr.	Storm Runoff	
				5/10/25/100 yr	5/10/25/100 yr	



AGENDA ITEM 1.4
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Preliminary plat of The Ranch at Hidden Creek

LEGAL CAPTION:

Consider and act on a request for a preliminary plat of The Ranch at Hidden Creek. The property contains ± 12.391 acres of land in the J. Starrett Survey, Abstract No. 1026 and the J. Stropo Survey, Abstract No. 1043 located on the north side of S. Ring Road and ± 300 feet west of Buchanan Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT:

James McDill



PURPOSE:

The applicant is requesting to subdivide this property into six (6) residential lots with a future right-of-way (White Rock Road) splitting the property. The adjacent property owners will maintain that right-of-way until the developer builds it and accepted by the County.



HISTORY:

There is no previous subdivision history on this property. The City of Waxahachie approved this preliminary plat on September 17, 2018. A final plat of this same layout is on the next agenda item. If this agenda item is not approved, no action will be taken on the final plat.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's adopted Master Thoroughfare Plan identifies South Ring Road as a Minor Arterial requiring a minimum total right-of-way dedication of 80 feet. This plat shows a proposed dedication of twenty feet (20) feet from the current right-of-way line, thus complying with the request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Preliminary Plat



RECOMMENDATION:

Staff recommends **approval** of this plat, subject to the following condition:

- 1) The adjacent property owners shall maintain the White Rock right-of-way until the developer builds it and accepted by the County.
- 2) The White Rock Road name shall be changed and shall be approved before the filing of the plat with the County Clerk.

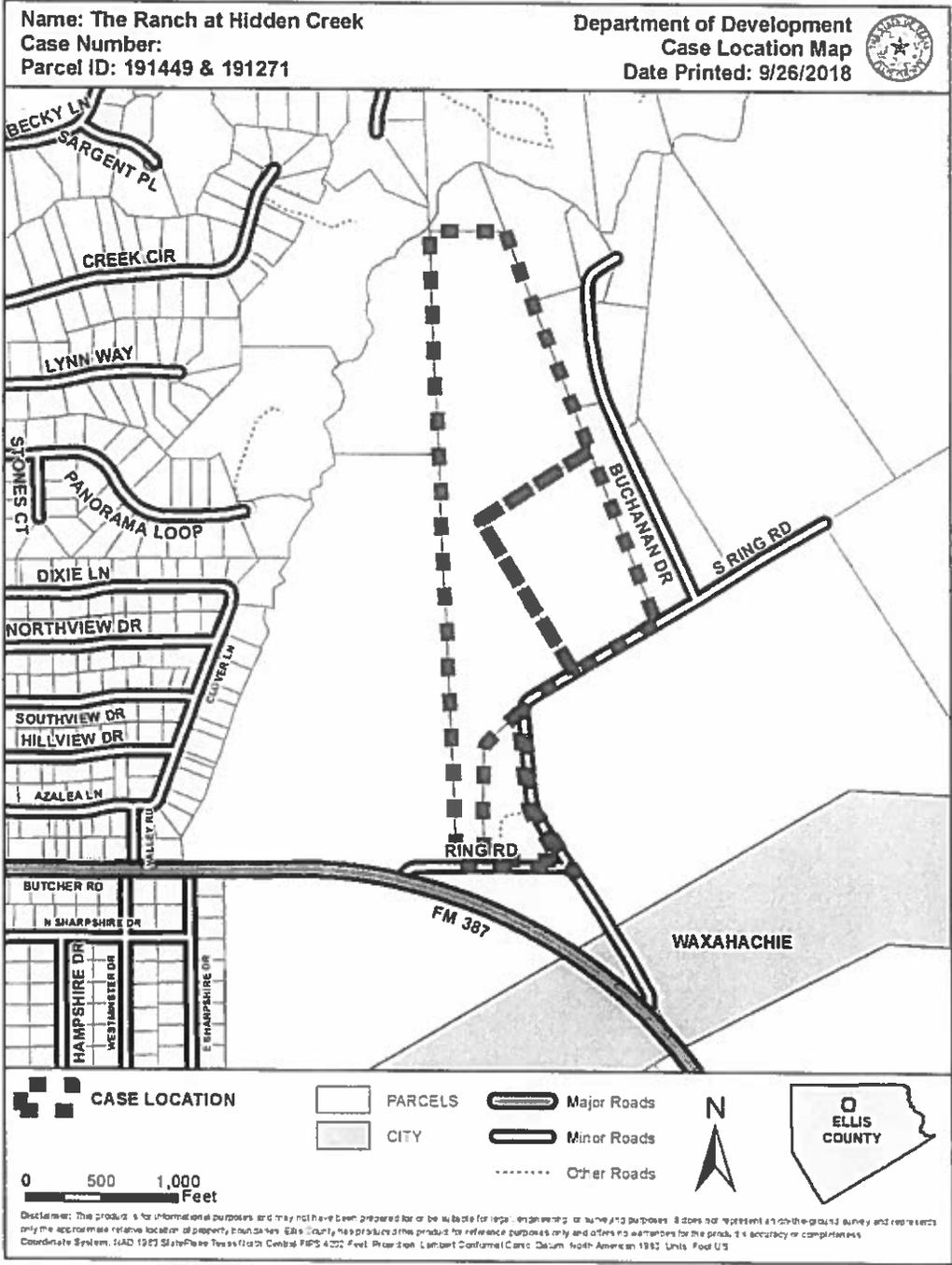


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1





AGENDA ITEM 1.5
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Final plat of The Ranch at Hidden Creek

LEGAL CAPTION:

Consider and act on a request for a final plat of The Ranch at Hidden Creek. The property contains ± 12.391 acres of land in the J. Starrett Survey, Abstract No. 1026 and the J. Stroop Survey, Abstract No. 1043 located on the north side of S. Ring Road and ± 300 feet west of Buchanan Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT:

James McDill



PURPOSE:

The applicant is requesting to subdivide this property into six (6) residential lots with a future right-of-way (White Rock Road) splitting the property. The adjacent property owners will maintain that right-of-way until the developer builds it and accepted by the County.



HISTORY:

There is no previous subdivision history on this property. The City of Waxahachie approved this preliminary plat on September 17, 2018. A preliminary plat of this same layout is on the preceding agenda item. If that agenda item is not approved, no action will be taken on this final plat.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's adopted Master Thoroughfare Plan identifies South Ring Road as a Minor Arterial requiring a minimum total right-of-way dedication of 80 feet. This plat shows a proposed dedication of twenty feet (20) feet from the current right-of-way line, thus complying with the request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Final Plat



RECOMMENDATION:

Staff recommends approval of this plat, subject to the following condition:

- 1) The adjacent property owners shall maintain the White Rock right-of-way until the developer builds it and accepted by the County.
- 2) The White Rock Road name shall be changed and shall be approved before the filing of the plat with the County Clerk.



APPROVED AND PRESENTED BY:

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



AGENDA ITEM 1.9
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Variances for road frontage, lot size, and septic for Skyline Acres, Lots 6-9 & 23-26, Block 17.

LEGAL CAPTION:

Consider and act upon a request to grant a one-time variances from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes and Section 10-F (Amendments) of Ellis County Order 182.11 (Septic Order) to allow three (3) proposed lots from meeting the road frontage requirements for platting and lot size requirements to connect to an on-site sewage facility. The property contains ± 2.233 acres of land located between Cecilia Avenue and Breezy Hills Street ± 400 feet north of Skyline Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



APPLICANT:

Maria Garcia



PURPOSE:

The applicant is requesting the following variances on this property:

- A road frontage variance to allow platting on three (3) lots with each having ± 120 feet of road frontage on a County road (versus the required 150 feet requirement). A quick survey of lots in Skyline Acres have most lot widths between ± 65 feet and ± 100 feet
- A variance to the lot size requirement for an on-site sewage facility (OSSF). One acre is required; each proposed lots will have ± 0.75 acres. Most lots in the Skyline Acres Addition have ± 0.60 acres.
- A variance to the existing septic regulations to allow an onsite sewage facility on property that is less than one (1) acre. One acre is required; each proposed lots will have ± 0.75 acres. Most lots in the Skyline Acres Addition have ± 0.60 acres, and the state minimum is 0.50 acre.



HISTORY:

A plat for Skyline Acres was initially filed for record with the Ellis County Clerk office on January 10, 1958. There are no previous variance requests on this property; however, there is a request to abandon the existing alley on the last item agenda. Should that item not be approved, this agenda item will not proceed.



OTHER RELEVANT INFORMATION:

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

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

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

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

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

Excerpts from the Ellis County Septic Order:

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



**Excerpts from Texas Administrative Code, Chapter 285
Chapter 285.3 (h) Variances.**

Requests for variances from provisions of this chapter may be considered by the appropriate permitting authority on a case-by-case basis.

(1) A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the permitting authority that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. Variances for separation distances shall not be granted unless the provisions of this chapter cannot be met.

(2) Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature)



ANALYSIS:

Due to the location of this property, these variance request will match or exceed the surrounding lot widths and area.



ATTACHMENTS:

1. Draft Order with location map



RECOMMENDATION:

Staff recommends approval of this alley abandonment, with the following conditions:

- 1) A replat shall be submitted and approved by the Commissioners' Court prior to the issuance of any permits for this property.
- 2) The on-site sewage facility shall be reviewed before any permits are issued for this property.
- 3) Only one (1) habitable structure is allowed per lot.



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1

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

**ABANDONMENT OF A PORTION OF AN ALLEYWAY
LOTS 6-9 AND 23-26, BLOCK 17, SKYLINE ACRES**

On this the 9th day of October 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
- Lane Grayson, Commissioner, Pct. 2
- Paul Perry, Commissioner, Pct. 3
- 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 VARIANCES FROM SECTION VIII (A) (RESIDENTIAL LOTS) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES AND SECTION 10-F (AMENDMENTS) OF ELLIS COUNTY ORDER 182.11 (SEPTIC ORDER) TO ALLOW THREE (3) PROPOSED LOTS FROM MEETING THE ROAD FRONTAGE FOR PLATTING AND LOT SIZE REQUIREMENTS TO CONNECT TO AN ON-SITE SEWAGE FACILITY. THE PROPERTY CONTAINS ± 2.233 ACRES OF LAND LOCATED BETWEEN CECILIA AVENUE AND BREEZY HILLS STREET ± 400 FEET NORTH OF SKYLINE DRIVE, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 4., 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 ABANDONMENT AND VACATION.

The Commissioners' Court finds that the alleyway abandonment is incorporated into the body of this order as if fully set forth herein and the granting of the change will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the roadway. This request ensures the property meets the minimum lot size requirements to have one contiguous piece of property to place a residential structure and septic system

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 conditions:

- 1) A replat shall be submitted and approved by the Commissioners' Court prior to the issuance of any permits for this property.
- 2) The on-site sewage facility shall be reviewed before any permits are issued for this property.
- 3) Only one (1) habitable structure is allowed per lot.

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 roadway 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 9TH DAY OF OCTOBER, 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

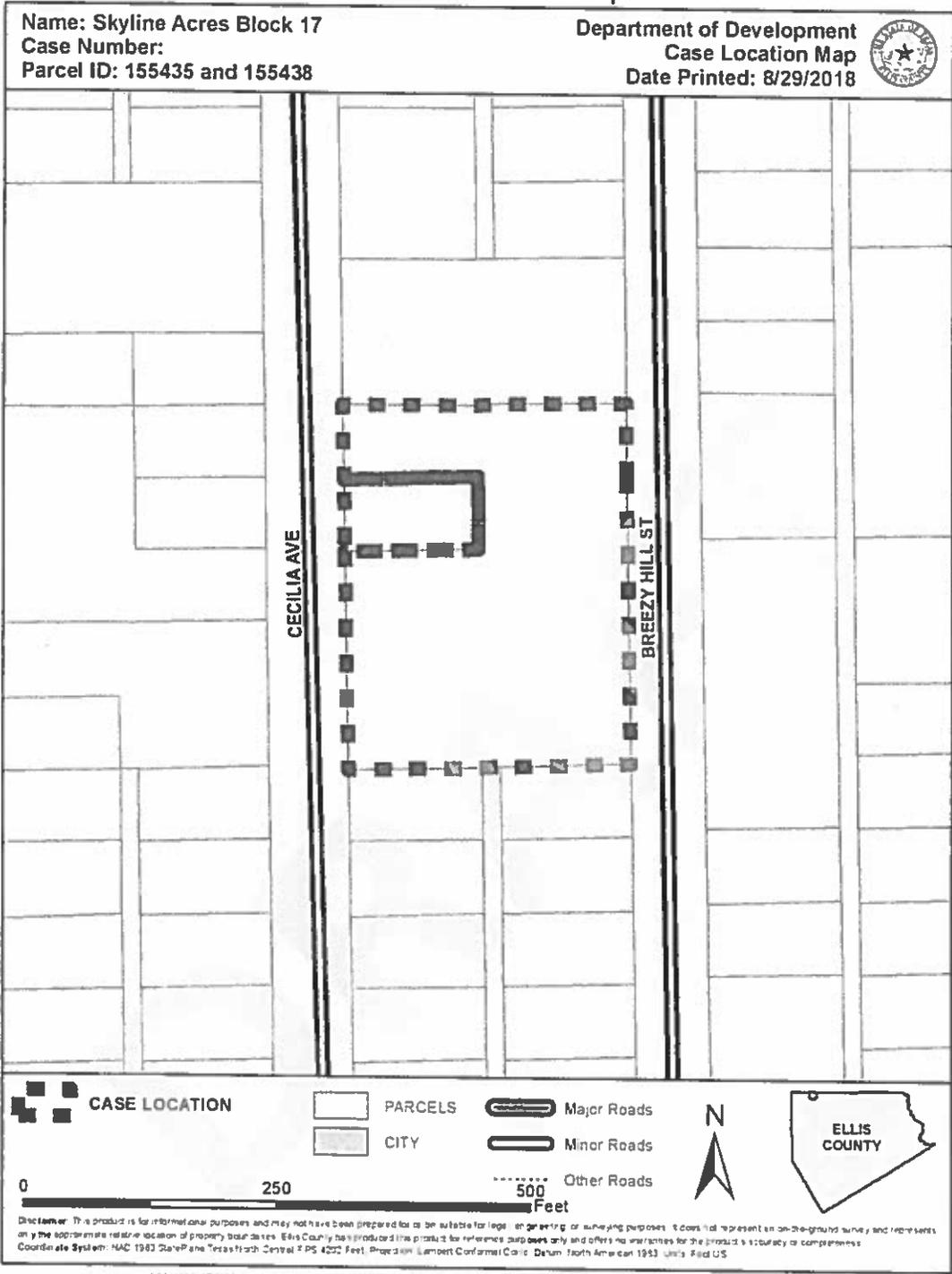
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A
Location Map



943498 37 536744 A474 rcc magis GIS@co.ellis.tx.us Date Printed: 8/29/2018 GIS@co.ellis.tx.us Location Map: 2018 Ellis Co TX_250910_081718.mxd



AGENDA ITEM 1.10
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Accept construction bond for Oxford Ranch 2, Phase 2.

LEGAL CAPTION:

Consider and act on a request to accept a performance bond in the form of a letter of credit for Oxford Ranch 2, Phase 2. The property contains ± 69.645 acres of land in the T. Cassidy Survey, Abstract No. 255 and the H.G. Hurst Survey, Abstract No. 458 located at the northeast corner of Cardiff Lane and South Westmoreland Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT(S):

Harlan Properties, Inc.



PURPOSE:

The applicant is requesting the County to accept a performance bond for Oxford Ranch 2, Phase 2 in the amount of \$575,704 from Bank of the West. This subdivision is proposing approximately 48 residential lots.

HISTORY

A previously-approved plat in January / February 2016 by both the City of Waxahachie and Ellis County has expired. The two-year plat approval expired in February 2018. A new preliminary plat is required before the submittal of construction plans for review. The City of Waxahachie approved this preliminary plat on October 1, 2018. A preliminary plat is on Agenda Item 1.3. Should no action be taken on that preliminary plat, there will be no action on this agenda item.



RECOMMENDATION:

Staff recommends approval of this request to accept the performance bond in the form of a letter of credit for Oxford Ranch 2, Phase 2 issued by the Bank of the West for \$575,704.85, as presented.



ATTACHMENTS:

1. Plat

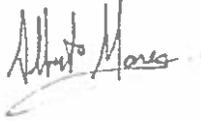


DEPARTMENT OF DEVELOPMENT
Ellis County

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



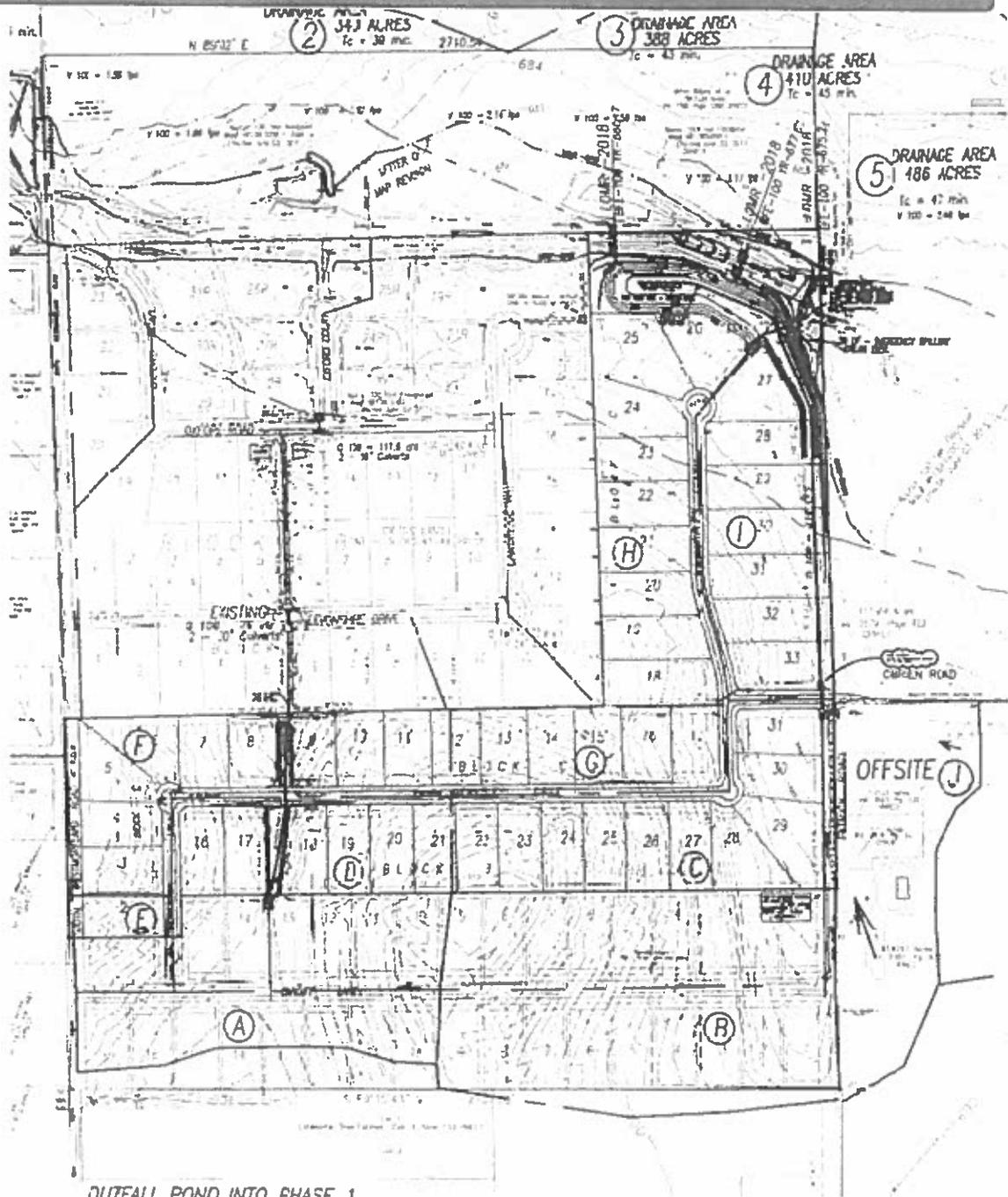
APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



OUTFALL POND INTO PHASE 1
 AENT:
 A & F - 35.07 Acres C = 0.35 Time Conc = 20 min.
 C.35 20 4.36/4.91/5.90/7.18 53.4 /60.7 /71.1 /88.0
 BENT:
 A & F - 33.07 Acres C = 0.30 Time Conc = 13 min.
 0.50 15 4.38/5.64/6.57/8.19 87.3 /98.3 /115 /142

OXFORD RANCH TWO - PHASE TWO - DRAINAGE					
Drainage Area	Acres	Runoff Coef. (C)	Time of Conc. min	Drainage Intensity in./hr. 5/10/25/100 yr	Storm Runoff 5/10/25/100 yr



AGENDA ITEM 1.11
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Accept construction bond for storm drainage improvements for Springside Estates, Phase 1.

LEGAL CAPTION:

Consider and act on a request to accept a performance bond, specifically for storm drain improvements for Springside Estates, Phase 1. The property contains ± 88.651 acres of located on the north side of Broadhead Road ± 650 feet west of Gibson Road, in the extraterritorial jurisdiction (ETJ) of the city of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT(S):

Circle H Contractors, LP.



PURPOSE:

The applicant is requesting the County to accept a performance bond for storm drainage improvements for Springside Estates, Phase 1 in the amount of \$278,220 from NGM Insurance Company. This subdivision is proposing approximately 58 residential lots.

HISTORY

The City of Waxahachie approved this final plat on July 2, 2018. A preliminary plat of this property was approved on February 1, 2016, and November 8, 2016, by the Waxahachie City Council and Commissioners' Court, respectively, under the name of Chautauqua, Phase 1. The name was changed between the preliminary and final plat due to marketing purposes. The Commissioners' Court approved the final plat on September 11, 2018.



RECOMMENDATION:

Staff recommends approval to accept the performance bond Springside Estates, Phase 1 issued by the NGM Insurance Company for storm drain improvements for \$272,220, as presented.



ATTACHMENTS:

1. Plat
2. Copy of Maintenance Bond



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 2

BOND#320291

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, Circle H Contractors, LP, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Carol Bush, Ellis County Judge, or her successors in office (hereinafter called the Obligee), in the amount of Two hundred eighty seven thousand two hundred twenty & no/100 Dollars (USD) ~~(S287,220.00)~~ for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the roads and streets and drainage requirements for the subdivision known as Springside Estates Phase 1 per the attached cost estimates (identified as Exhibit A) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28th day of September, 2018.

PRINCIPAL: Circle H Contractors, LP

BY: _____

SURETY: NGM Insurance Company

BY: [Signature]
Attorney-in-Fact



AGENDA ITEM 1.12
Ellis County Commissioners' Court
October 9, 2018



SHORT TITLE:

Accept construction bond for paving improvements for Springside Estates, Phase 1.

LEGAL CAPTION:

Consider and act on a request to accept a performance bond, specifically for paving improvements for Springside Estates, Phase 1. The property contains ± 88.651 acres of located on the north side of Broadhead Road ± 650 feet west of Gibson Road, in the extraterritorial jurisdiction (ETJ) of the city of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT(S):

Circle H Contractors, LP.



PURPOSE:

The applicant is requesting the County to accept a performance bond for paving improvements for Springside Estates, Phase 1 in the amount of \$922,812.60 from NGM Insurance Company. This subdivision is proposing approximately 58 residential lots.

HISTORY

The City of Waxahachie approved this final plat on July 2, 2018. A preliminary plat of this property was approved on February 1, 2016, and November 8, 2016, by the Waxahachie City Council and Commissioners' Court, respectively, under the name of Chautauqua, Phase 1. The name was changed between the preliminary and final plat due to marketing purposes. The Commissioners' Court approved the final plat on September 11, 2018.

RECOMMENDATION:

Staff recommends approval to accept the performance bond Springside Estates, Phase 1 issued by the NGM Insurance Company for paving improvements for \$922,812.60, as presented.



ATTACHMENTS:

1. Plat



APPROVED AND PRESENTED BY:

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

Lease Agreement



Customer: ELLIS, COUNTY OF

Bill To: COUNTY OF ELLIS
SHERIFFS DEPT
300 S JACKSON ST
WAXAHACHIE, TX 75165-3750

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

State or Local Government Negotiated Contract : 072771400

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8055H (XEROX C8055H)	<ul style="list-style-type: none"> - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox 7845PT S/N MX4768969 Trade-In as of Payment 36	11/2/2018
2. C8055H (XEROX C8055H)	<ul style="list-style-type: none"> - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox 7845PT S/N MX4768994 Trade-In as of Payment 35	11/2/2018

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8055H	\$208.02	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	

Authorized Signature

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

Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. C8055H	\$208.02	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$416.04	Minimum Payments (Excluding Applicable Taxes)			

document solutions

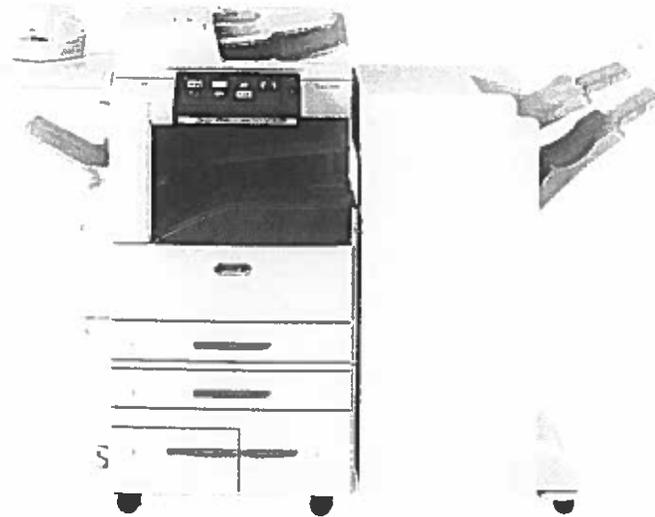
Share ✦ Simplify ✦ Support

Solution Summary

Ellis County

Sheriff's Department

Pricing per the State Contract



Xerox AltaLink C8055H

55ppm Color - Copier/Printer/Scanner/ Fax

Replacing: Xerox 7845 Serial # MX4768969 and MX4768994

Current Costs: \$417.74

48 Month Lease Combined Costs:

\$416.04 per Month

Service and Supplies:

Includes:

75,000 B&W / 0 Color

\$0.0506 Color per impression

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

CALDWELL COUNTRY FORD

DBA ROCKDALE COUNTRY FORD

BUYBOARD BID 521-16

End User: ELLIS COUNTY Caldwell Rep: AARON WILEY
 Contact: CAPT. CHRIS HAMILTON Phone/fax: 254-773-8824 / 254-773-8802
 Phone/email: 972-825-4901/chris.hamilton@co.ellis.tx.us Date: Friday, May 04, 2018
 Product Description: FORD PI UTILITY email: aaron@caldwellcountry.com

A. Bid Series: 124 A. Base Price: **\$ 26,863.00**

B. Published Options (Itemize each below)

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2016 PI UTILITY	INCL	86P	FRONT HEADLAMP HOUSING	\$ 112.00
	3.7L FFV V6, 6 SPD AUTOMATIC	INCL	86T	REAR TAILLIGHT HOUSING	\$ 57.00
	A/C & HEAT; AM/FM/CD	INCL	60A	GRILL WIRING PACKAGE	\$ 47.00
	CRUISE ; RUBBER FLOOR	INCL	51Y	DRIVER SIDE SPOT LIGHT	\$ 375.00
	POWER WINDOWS AND LOCKS	INCL	17A	AUX REAR A/C & HEAT	\$ -
	CLOTH BUCKETS FRONT	INCL	43D	COURTESY LAMP DISABLED	\$ 19.00
	VINYL 2ND ROW SEAT	INCL	99T	3.5L ECOBOOST	\$ 3,130.00
	REVERSE CAMERA	INCL	55F	KEYLESS ENTRY PACKAGE	\$ 323.00
	4 KEYS	INCL	53M	SYNC	\$ 280.00
			37948	CAP FLEET UPFITTERS	\$ 11,276.00
				SEE ATTACHED QUOTE	
Total of B. Published Options:					\$ 15,619.00

C. Unpublished Options (Itemize each below, not to exceed 25%) \$= 00 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 90-120 DAYS TO CAP FLEET	DELIVERY
		2018 ORDERS CUT-OFF 6-8-18	
Total of C. Unpublished Options:			\$ -

- D. Pre-delivery Inspection: **\$ -**
- E. Texas State Inspection: **\$ -**
- F. Manufacturer Destination/Delivery: **\$ -**
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**
- H. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**
- I. Contract Price Adjustment: ECOBOOST CREDIT **\$ (500.00)**
- J. Additional Delivery Charge: 0 miles **\$ -**
- K. Subtotal: **\$ 41,982.00**
- L. Quantity Ordered 1 x K = **\$ 41,982.00**
- M. Trade In: **\$ -**
- N. BUYBOARD FEE PER PURCHASE ORDER: **\$ 400.00**
- O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: **\$ 42,382.00**

- \$5280.00 Eco Boost +
 Rddan
 RemoIP,

\$37,102.00



CAP FLEET

UP FITTERS

Quote

CAP Fleet Upfitters, LLC
5615 SW HK Dodgen Loop
Temple, TX 76502
Phone 254-773-1959

Date 04/27/2018
Quote # CAPQ37948

Name / Address
ROCKDALE COUNTRY FORD
479 W US HIGHWAY 79
ROCKDALE, TX 76567-5298

Ship to:
ROCKDALE COUNTRY FORD
479 W US HIGHWAY 79
ROCKDALE, TX 76567-5298

Salesperson: Joe Hildebrand
Email : joe@capfleetupfitters.com
VIN :
End User: ELLIS COUNTY

Year : 2018
Make : Ford
Model : Pi Utility

Part #	Qty	Description	Unit Price	Total
IX34UFZ	1	INNER EDGE XLP 10-LT EXPLORER NOTES DRIVER SIDE RED, PASSENGER SIDE BLUE, W/ 2 TAKEDOWNS	\$ 600.88	\$ 600.88
CCSRN3	1	CENCOM SAPPHIRE SIREN SYSTEM	\$ 670.00	\$ 670.00
SA315P	1	SA315P SPEAKER, BLACK PLASTIC	\$ 177.12	\$ 177.12
SAK1	1	SA-315 MOUNT KIT UNIVERSAL	\$ 22.14	\$ 22.14
39021	1	Grille Guard - Wrap Style, Black, Ford SUV Interceptor, 2016-2016	\$ 318.90	\$ 318.90
M4J	4	M4 LED FLASHER BLUE/RED NOTES: 2-FRONT OF GRILLE GUARD ON 90 2-EACH SIDE OF REAR LICENSE PLATE VERTICAL	\$ 126.38	\$ 505.44
M4BRKT90	2	ALUMINUM 90 DEGREE M4 BRACKET	\$ 17.00	\$ 34.00
M4D	1	M4 LED FLASHER WHITE/RED NOTES: DS-SIDE OF PUSH BAR ON 45	\$ 126.38	\$ 126.38
M4E	1	M4 LED FLASHER WHITE/BLUE NOTES: PS-SIDE OF PUSH BAR ON 45	\$ 126.36	\$ 126.36
M4BRKT45	2	ALUMINUM 45 DEGREE M4 BRACKET	\$ 17.00	\$ 34.00
IONSMJ	2	SURFACE MT ION LT RED/BLU NOTES: FOG LAMP AREA	\$ 97.20	\$ 194.40
MBFX11JJ	1	ION MIRROR-BEAM EXPLORER RB/RB	\$ 213.30	\$ 213.30
LINSV2R	1	SURFACE MT LINZ V-SERIES RED NOTES: UNDER MIRROR DRIVER SIDE	\$ 137.20	\$ 137.20
LINSV2B	1	SURFACE MT LINZ V-SERIES BLUE NOTES: UNDER MIRROR PASSENGER SIDE	\$ 137.20	\$ 137.20
LSVBKT34	1	LINSV MIRROR MT KIT EXPLORER	\$ 14.21	\$ 14.21
CLTASXL6-R/B	1	COMMANDER LED RED/BLUE NOTES: REAR HATCH, WIRE WITH ON/OFF SWITCH MOUNTED ON D/S REAR WHEEL WELL COVER	\$ 300.00	\$ 300.00
DBKT4	1	DOMINATOR ANGLE MOUNT BRACKET	\$ 12.75	\$ 12.75
RPLS34	1	ION REAR PILLAR, PI UTILITY, SOLO	\$ 677.04	\$ 677.04
D2RB	2	DOMINATOR 2 SUPER-LED R/B NOTES: REAR SIDE WINDOWS	\$ 130.48	\$ 260.96
CAPBKT4	2	DOMINATOR REAR SIDE BRACKET	\$ 12.50	\$ 25.00
P46SLC	1	PAR-46 SUPER-LED SPOT LT 12V	\$ 140.00	\$ 140.00
SSFFP16	1	Headlight Flasher with 8 Flash Patterns, Plug and Play for 2016 Ford Interceptor Utility (Requires Ford Option 60A, pre-wire option).	\$ 69.68	\$ 69.68
SSF5150D	1	SOLID STATE BRAKE LT FLASHER	\$ 49.84	\$ 49.84



CAP FLEET UPFITTERS

Quote

CAP Fleet Upfitters, LLC
5615 SW HK Dodgen Loop
Temple, TX 76502
Phone 254-773-1959

Date 04/27/2018
Quote # CAPQ37948

Name / Address
ROCKDALE COUNTRY FORD
479 W US HIGHWAY 79
ROCKDALE, TX 76567-5298

Ship to:
ROCKDALE COUNTRY FORD
479 W US HIGHWAY 79
ROCKDALE, TX 76567-5298

Salesperson: Joe Hildebrand
Email: joe@capfleetupfitters.com
VIN:
End User: ELLIS COUNTY

Year: 2018
Make: Ford
Model: Pi Utility

Part #	Qty	Description	Unit Price	Total
CW0411-RW	1	LED INTERIOR, FLUSH MOUNT 12/24V RED/WHITE 11 8" W/TOUCH SWITCH	\$ 59.00	\$ 59.00
425-6479	1	NOTES. REAR HATCH DOOR OVERHEAD PI Utility 16+ Max Depth (16" FP - 12" depth)	\$ 390.00	\$ 390.00
425-6411	1	NOTES W/ DUAL ABS CUP HOLDER Armrest - Adjustable (4.125" x 9" x 11")	\$ 75.00	\$ 75.00
C-HDM-204	1	8 5" Heavy Duty Telescoping Pole, side mount, short	\$ 121.22	\$ 121.22
C-MD-102	1	Swing arm with motion adapter	\$ 225.45	\$ 225.45
GK10342UHKSSCA	1	Dual T-Rail Mount 2 Universal XL, Handcuff Key Override	\$ 335.75	\$ 335.75
GF1092ITU12	1	T-Rail Free Standing Mount Kit works with or without	\$ 137.00	\$ 137.00
DUAL-SL	1	DUAL-SL COUNTING UNIT DUAL DISPLAY LUMEX HIGH TEMP DUAL KA-BAND ANTENNA REMOTE	\$ 2,150.00	\$ 2,150.00
CS-CAMERA	1	CUSTOMER SUPPLIED CAMERA NOTES: AXON	\$ 0.00	\$ 0.00
CS-RADIO	1	CUSTOMER SUPPLIED RADIO	\$ 0.00	\$ 0.00
352749	1	3/4" MOUNT BRASS PL259 NMO58AUCP	\$ 22.17	\$ 22.17
360994	1	PCTEL - 138-174 1/4 WAVE ANTENNA W/SPRING	\$ 84.45	\$ 84.45
TINT	1	TINT, FRONT WINDOWS ONLY	\$ 75.00	\$ 75.00
GRAPHICS	1	CUSTOM GRAPHICS	\$ 785.00	\$ 785.00
INSTALL	1	Installation		
LABOR	1	LABOR	\$ 1,300.00	\$ 1,300.00
CSLABOR	1	CUSTOMER SUPPLIED PARTS LABOR	\$ 200.00	\$ 200.00
SSUPPLY	1	SHOP SUPPLIES	\$ 65.00	\$ 65.00
FB8-PLC	2	8 HEAD FUSE BLOCK W/ PILOT/INDICATOR LIGHTS &	\$ 10.00	\$ 20.00
CAPHARNASS	1	CAP FLEET WIRING HARNESS	\$ 130.00	\$ 130.00
SHIP	1	SHIPPING & HANDLING	\$ 149.20	\$ 149.20
DEALER	1	DEALER PREP	\$ 75.00	\$ 75.00
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 30.00	\$ 30.00
CSNOTE	1	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00

37,202
74404



CAP FLEET UPFITTERS

Quote

CAP Fleet Upfitters, LLC
5615 SW HK Dodgen Loop
Temple TX 76502
Phone 254-773-1959

Date 04/27/2018
Quote # CAPQ37948

Name / Address
ROCKDALE COUNTRY FORD
479 W US HIGHWAY 79
ROCKDALE, TX 76567-5298

Ship to:
ROCKDALE COUNTRY FORD
479 W US HIGHWAY 79
ROCKDALE, TX 76567-5298

Salesperson: Joe Hildebrand
Email : joe@capfleetupfitters.com
VIN :
End User: ELLIS COUNTY

Year : 2018
Make : Ford
Model : Pi Utility

Subtotal	\$ 11,276.00
Tax	\$ 0.00
Grand	\$ 11,276.00

This quote is good for 30 days from date of quote

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle

WWW.CAPFLEETUPFITTERS.COM

Jodi Platt

From: charles.edge <charles.edge@co.ellis.tx.us>
Sent: Wednesday, August 29, 2018 3:03 PM
To: sara.garcia@co.ellis.tx.us; Jodi Platt
Subject: Utility vehicles

The difference in the price and approved amount may be the EcoBoost engine and the radar. When the order is placed, take out the EcoBoost and the radar.

EcoBoost is \$3,130 and radar is \$2,150.

Chuck

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone



301

Proclamation

WHEREAS, The Ellis County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 111 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, That the Ellis County Commissioner's Court hereby designates October 7-13, 2018 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Date



John P. Delaney Executive Director
David Stewart, M.D. Chairman of the Board

3.7

RECEIVED
SEP 24 2018
COUNTY JUDGE

September 19, 2018

The Honorable Carol Bush
Ellis County Judge
101 W. Main Street, 1st Floor
Waxahachie, Texas 75165

Dear Judge Bush:

The term of office for Lisa Heine, Lakes Regional Community Center's Ellis County Board member will expire this month. As a result, you and the Commissioners' Court will need to either re-appoint your current Board of Trustee member, Lisa Heine or appoint a new member.

According to the Bylaws, the Commissioners' Court in which the appointment will be made, the county will post notice of such vacancy in the courthouse and will post a brief notice in the legal notice section of the local newspaper in whatever format your county uses for notices such as these. Applicants can apply either verbally or in writing. There is no application form. The county judge reviews all applications prior to the Commissioners' Court in which the appointment will be made and then recommends to the Court one applicant.

Alternatively, the Commissioner's Court may choose to re-appoint the current appointee to another two year term. We have spoken with Lisa Heine and she indicated she would like to continue on the Board. It is our hope that he will be reappointed to serve another term. Continuity on a board as good as ours is important and Lisa Heine has had a positive impact on our Board to promote increased services for the individuals we serve in Ellis County.

Thank you and the Commissioners for your support and help. If you have any questions, please do not hesitate to call me at 972-524-4159, extension 1150 or at 972-948-5173 (cell).

Sincerely yours,

John Delaney
Executive Director

Enc: Center Board Bylaws

Xc: Board Member

**County Judge Appointee
for
Board of Trustees
Lakes Regional Community Center**

Representing the County of Delta, State of Texas

Volunteer/Appointee Information:

Name Lisa Heine Date of Birth 04-27-1957

Address 218 Virginia Avenue Male Female

Waxahachie, Texas 75165 S.S.# 455-06-3430

Telephone #s
Home: _____ Work: 214-616-4899 cell

Fax: _____ e-mail: ldheine@swbell.net

Employer: Alianz

Days/hours Available: _____

Skills/Interests/
Experience: _____

Date Appointment Made by Commissioners Court: _____

County Judge's Signature: _____

**2019 Ellis County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Ellis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Ellis County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2018.

Carol L. Bush
County Judge

Attest:

County Clerk



TEXAS INDIGENT DEFENSE COMMISSION
209 West 14th Street, Suite 202 Price Daniel, Sr. Building, Phone: 512-936-6994,
Austin, Texas 78701, Fax: 512-463-5724
www.tidc.texas.gov

FY2019 Formula Grant Program Request for Applications (RFA)

Issued September 2018

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2019 must be submitted on-line by **Thursday, November 15, 2018**. The grant period is October 1, 2018 through September 30, 2019.

Total FY 2019 Formula Grant Amount Budgeted: \$21,691,800

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2018 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans were due November 1, 2017. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
 - a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2017 through August 2018 are due not later than September 30, 2018 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$5,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a user name and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (hcaspers@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the PPRI Commission website at <https://tidc.tamu.edu>.
- b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2019" and your county in the upper left part of the screen.
- d. Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- g. Use the "Change" button make changes as needed to officials or contact information. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
- i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
- j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
- k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before the DUE DATE Thursday, November 15, 2018.** Alternatively, you may email the resolution to Heather Caspers (hcaspers@ppri.tamu.edu) or fax it to 888-351-3485.

Contact Edwin Colfax, Grants Administrator, ecolfax@tidc.texas.gov or 512-463-2508 for questions.

Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.

- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Funds will be distributed in four (4) equal quarterly disbursements. Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Discretionary Regional or Sustainability Grants

Counties that receive discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the discretionary grant program.

Notification of Availability

This FY19 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund. Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Uniform Grant Management Standards (UGMS)

Texas Conference of Urban Counties

TechShare.Indigent Defense Implementation Agreement

1. Background and Purpose

- 1.1. Ellis County is a participant in the TechShare.Indigent Defense Resource Sharing Addendum (hereinafter "the Addendum") to the Master Interlocal Agreement for Participation in the Texas Conference of Urban Counties TechShare Program.
- 1.2. This Agreement is entered into by and between the Texas Conference of Urban Counties ("Urban Counties") and Ellis County for the purpose of implementation of TechShare.Indigent Defense in Ellis County.

2. Term of Agreement

- 2.1. This Agreement shall be effective from upon approval of this agreement by the Ellis County Commissioners Court through the completion of the scope of work as set forth in Attachment A.

3. Project Approach, Staffing, Deliverables and Budget

- 3.1. The Project Approach, Staffing, Deliverables and Budget are included as Attachment A.
- 3.2. In addition to the responsibilities of Ellis County staff set forth in Attachment A, Ellis County is responsible for the acquisition and installation, as applicable, of hardware, software, and third-party services necessary for the successful implementation of TechShare.Indigent Defense. Those items may include the following:
 - 3.2.1. Systems Hardware and Software Costs:
 - Topaz Signature Pads (optional)

4. Compensation of Urban Counties

- 4.1. Urban Counties shall be compensated as set forth in Attachment A.
- 4.2. Urban Counties will invoice Ellis County for the total amount indicated in Attachment A, Project Budget, upon approval of this agreement by the Commissioners Court. Payment is due from Ellis County no later than thirty days after invoice date.
- 4.3. Urban Counties will provide a monthly "expenditure" report showing staffing hours, staffing costs, and travel costs for the Urban Counties Team for the preceding period.
- 4.4. At completion of the scope of work set forth in Attachment A, if there is a positive balance of funds paid by Ellis County to Urban Counties pursuant to this Agreement, such funds will be returned to Ellis County once the balance has been certified by the Urban Counties Chief Financial Officer.

5. Miscellaneous

- 5.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto.

- 5.2. Each Party represents that it has, as of the date of the execution of this Agreement, obtained all requisite approvals and authority to enter into and perform its obligations under this Agreement, including the funds necessary to satisfy its obligations herein.
- 5.3. In the event any term or provision of this Agreement conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the Parties will negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.
- 5.4. Urban Counties verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Urban Counties further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

6. Attachments Incorporated

- 6.1. Attachment A: Project Approach, Staffing, Deliverables and Budget is incorporated in this Addendum as if fully set forth herein:

This Agreement may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

[Signature Page to Follow]

ELLIS COUNTY:

Carol Bush
Ellis County Judge

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: General Counsel

Date: _____

Name and Address for Purposes of Notice:

John Dahill
500 W. 13th Street
Austin, TX 78701



**ATTACHMENT A
PROJECT APPROACH, STAFFING, DELIVERABLES AND BUDGET
TECHSHARE.INDIGENT DEFENSE IMPLEMENTATION AGREEMENT**

Implementation Project Approach

The implementation project for Ellis County is structured to provide oversight and direct services necessary to implement TechShare.Indigent Defense in Ellis County during the Fiscal Year 2019. The project has been scoped to assume a target "go live" date in the fourth quarter of calendar year 2018.

As a part of this process, the implementation team will identify current business practices that may need to be modified to utilize functionality available in TechShare.Indigent Defense. Implementation services include training for identified Ellis County resources to ensure they are prepared and are provided the necessary training, curriculum, and user guides to effectively train end users. The implementation effort will include the development of a "go live" plan, execution of this plan, and support during and post go live.

Implementation Steps

1. Planning and Kick Off

The planning phase will focus on establishing the key milestones and development of the project plan and schedule. The formats for communication, gathering, managing, and escalating issues, and regular project oversight and status reporting will be developed and published. An initial kick-off meeting will be held with the entire project team to ensure the project team is properly formed with roles and responsibilities clearly understood. In addition, Implementation Guidelines will also begin to be developed in order to document the specific goals of each major task within the Implementation Plan and the related staff allocated to the effort.

2. Establish Implementation Team

The Implementation Team is a joint team made up of Urban Counties and Ellis County participants. The following describes the Implementation Team Roles/Responsibilities for both the Urban Counties and Ellis County.

Implementation Team Directory		
Organization	Role	Responsibility
Urban Counties	Project Director	<ol style="list-style-type: none"> 1. Manages the TechShare Program 2. Facilitates contracts and related agreements for the implementation effort



Implementation Team Directory		
Organization	Role	Responsibility
		<ol style="list-style-type: none"> Participates in and provides input on major milestone tasks throughout the effort
	Resource Manager	<ol style="list-style-type: none"> Manage the overall effort related to implementation of TechShare.Indigent within Ellis County. Assist in the mitigation of identified risks. Escalate issues which cannot be resolved by the Implementation Manager to the appropriate Stakeholders. Onboard Product Owner to Roles/Responsibilities for TechShare.Indigent Defense. Assist Implementation Manager/Specialist in BPM Development (As-Is and To-Be), Data and Workflow Mapping Guidelines, and use of Confluence Onboard Stakeholders to Roles/Responsibilities for Indigent Defense Stakeholder Committee.
	Implementation Manager/Specialist	<ol style="list-style-type: none"> Develop TechShare.Indigent Defense Implementation Plan Manage the daily tasks and status updates for the Implementation Plan Ensure implementation team completes the project in conjunction with assigned Ellis County Project Manager. Onboard Ellis County Team Members to Confluence, a toolset used to generate county specific business processes and research requirements Provide Training to County functional team or Super Users Mitigate Identified Risks Escalate issues which cannot be resolved within the team to the Resource Manager Secure Acceptance, Approval, and Sign Off of all deliverables for the implementation project.
	Systems Administrator	<ol style="list-style-type: none"> Assist Ellis County IT with connectivity to TechShare.Indigent Defense environments Support the TechShare.Indigent Defense Smoke Test, and TechShare.Indigent Defense Environments necessary for implementation.
	Quality Assurance Analyst	<ol style="list-style-type: none"> Develop Training Guides for Ellis County Provide User Guides for Ellis County

Implementation Team Directory		
Organization	Role	Responsibility
	Quality Assurance Manager	<ol style="list-style-type: none"> 1. Identify and document the System Support Plan for TechShare.Indigent Defense in Ellis County 2. Onboard Ellis County identified System Administrators for Production Operations Responsibilities.
	Trainer	<ol style="list-style-type: none"> 1. Support Ellis County in the development of training delivery for end users.
Ellis County	Stakeholder Miykael Reeve, County Auditor	<ol style="list-style-type: none"> 1. Act as the Stakeholder for monthly Stakeholder Committee meetings. 2. Escalation point for any identified risks 3. Provide Sign Off on all Deliverables for the Implementation Project
	Stakeholder (Technical or Administrative)	<ol style="list-style-type: none"> 1. Act as a Stakeholder for Stakeholder Committee meetings 2. Escalation point for any identified risks. 3. Provide Sign Off on all Deliverables for the Implementation Project
	Project Manager	<ol style="list-style-type: none"> 1. Schedule Internal Resources 2. Facilitate resolution of county specific issues. 3. Escalate Issues to Stakeholder and Implementation Manager 4. Provide assistance with detailed hands on knowledge of the business operations of the department. 5. Provide Oversight and Review of BPM's.
	Subject Matter Experts	<ol style="list-style-type: none"> 1. Work with Implementation Specialist to define the TechShare.Indigent Defense Application Configuration 2. Define appropriate TechShare.Indigent Roles for Ellis County users. 3. Assist Ellis County Project Manager with identified implementation tasks
	Product Owner	<ol style="list-style-type: none"> 1. Act as the Product Owner for Ellis County. 2. Facilitate the application configuration activities for Ellis County 3. First line of support for local issues reported by Ellis County users. 4. Facilitate Training Needs for Ellis County during Implementation and Daily Operations of the System. 5. Attend Monthly Product Owner Meetings and Product Backlog Reviews.

3. Establishing Connectivity to TechShare.Indigent Defense Hosted Environments

Urban Counties will provide system requirements specifications and recommendations to enable Ellis County to determine infrastructure and desktop readiness for using TechShare.Indigent Defense. Urban Counties will provide access to the TechShare.Indigent Defense test and production environments.

4. Business Analysis and Quality Assurance Services

Urban Counties staff will assist Ellis County in configuring the TechShare.Indigent Defense application to meet the business needs. This analysis will also offer insight to any Business Process which might require modification to maximize utilization of functionality included in TechShare.Indigent Defense.

5. Ellis County Training and Testing

Urban Counties will provide the Training and User Guides available for TechShare.Indigent Defense. Urban Counties will also assist Ellis County in modifying these guides to support the local training needs of Ellis County.

The Urban Counties will also conduct training sessions with identified Ellis County staff, and assist those staff in training Ellis County staff in use of the TechShare.Indigent Defense system. Assistance will be provided to ensure users are assigned appropriate roles and to validate access to the TechShare.Indigent Defense system.

6. Go Live Support

Urban Counties will provide Help Desk and Version Release documentation related to operations in the TechShare.Indigent Defense production environment. Urban Counties will prepare for and support a "Smoke Test" to emulate full utilization of the TechShare.Indigent Defense system by all Ellis County users immediately prior to the scheduled go live date.

Urban Counties will prepare a go live plan to include a list of activities, timelines, and responsible parties for all tasks associated with Ellis County's actual conversion, implementation, and go live on TechShare.Indigent Defense. Urban Counties will conduct the go live deployment and provide post go live support to Ellis County.

7. Services not included in this agreement

The following services are not included in this agreement; however, they can be addressed through an amendment to this agreement:

- Data Conversion/Migration from any Ellis County systems
- Customization/New Feature Development
- Data Integration/Interfaces to/from any Ellis County Systems, with the exception of connections to the Ellis County accounting system

Deliverables

The deliverables of the TechShare.Indigent Defense Implementation Project are as follows:

1. **Project and Resource Plan** – the Urban Counties will produce and manage the day to day tasks within the Ellis County TechShare.Indigent Defense Implementation Work Plan.
2. **Training Documents** – A document will be produced detailing the proposed training strategy and timeline. Training documents and TechShare.Indigent Defense User Guides will be produced ready for execution prior to schedule training.
3. **Go-Live Plan** - Five (5) days before scheduled go live, a go-live plan will be produced that shows the steps planned for a successful go-live into the Production Environment.
4. **TechShare.Indigent Defense Go-Live** - An implementation schedule will be developed in collaboration with Ellis County and based on the time required to successfully modify business practices, train users, convert data and a go decision from Ellis County.

Project Budget

The project budget is \$29,325. This budget includes the following costs:

BUDGET BREAKDOWN

Urban Counties Staffing:	\$23,460
<u>Contingency:</u>	<u>\$5,865</u>
Total:	\$29,325



Resource allocation for the project is shown below in Table 1: Resource Allocation.

Table 1: Resource Allocation

Ellis County Implementation Estimated Staffing Chart - TechShare

TechShare Resource	Task	Month 1	Month 2	Total Hours	Total Cost
		Hours	Hours		
Darcie Gordon	County Implementation	24	24	48	
Michael Holm	County Implementation	24	48	72	
Danny Smith	County Implementation	12	16	28	
Jonathan Nurre	County Implementation	12	16	28	
Jonathan Samilpa	County Implementation	12	16	28	
Resource Total		84	120	204	\$23,460
Contingency (25%)	Urban Counties Policy				\$5,865
Travel Costs	Travel				\$0
Total Costs					\$29,325

Includes

16 Hours of On-Site Training
 Application Configuration
 County Templates

Not Included

Data Migration
 Data Integration
 New Feature
 Development

Implementation Assessment Checklist

Number of Defendants / Vouchers / Users
 Current Process / System
 Indigent Defense Program
 AP Batch Extract / iFile Report Formats
 Public Defenders Office

Payment Schedule

Upon approval of this agreement by the Ellis County Commissioners Court, Urban Counties will invoice the County the amount of **\$11,730**. Upon release of the grant funds by the Texas Indigent Defense Commission, the Urban Counties will invoice the County the amount of **\$9,000**. An invoice for the remaining funds of **\$2,730** will be issued upon completion of the project. The County agrees to set aside a contingency amount of **\$5,865**, in addition to the estimated Resource Total of **\$23,460**. With the approval of the County's Stakeholder Committee Representative, the Urban Counties may invoice all or a portion of the contingency if necessary to successfully complete the project. Any portion of the contingency will be paid upon approval the County's Stakeholder Committee Representative.



Ellis County is responsible for any or all interaction with the Texas Indigent Defense Commission, including grant reporting, regarding any grant funds that may be approved for use on this project. Urban Counties will provide detailed information to Ellis County regarding all project expenditures as necessary to support the County's grant management and reporting responsibilities.



**2013 MASTER INTERLOCAL AGREEMENT
FOR PARTICIPATION IN THE URBAN COUNTIES TECHSHARE PROGRAM**

1. Purpose

- 1.1. Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the Urban Counties' TechShare Program, the undersigned Local Governments and agencies of the State of Texas, enter into this Interlocal Agreement (hereinafter, "Agreement") with the Texas Conference of Urban Counties, Inc. (hereinafter, "Urban Counties"), a nonprofit corporation created to provide governmental functions and services on behalf of its members.
- 1.2. The undersigned Texas Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas adopting this Agreement may be referred to in this Agreement individually as "Participant" and collectively as "Participants." The Participants and Urban Counties may be referred to in this Agreement individually as "Party" or collectively as "Parties."

2. Recitals

- 2.1. Texas Local Governments and agencies of the State of Texas have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry;
- 2.2. Texas Local Governments and agencies of the State of Texas approving this Agreement by formal action of their respective governing bodies desire to jointly plan, develop, procure, operate or maintain one or more information technology projects or resources;
- 2.3. The Participants designate the Urban Counties to supervise the performance of this Agreement and to provide contract supervision and administration services and such other services necessary to accomplish the purpose of this Agreement as authorized by Tex. Gov't Code § 791.013;
- 2.4. The Urban Counties has created TechShare, a program whereby Texas Local Governments may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources;
- 2.5. The Participants and the Urban Counties desire to enter into this Agreement for the Participants' participation in TechShare;
- 2.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Participants in their joint endeavor(s) and the role of the Urban Counties as contract supervisor and administrator;

- 2.7. Each of the Participants finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year;
- 2.8. The Participants and the Urban Counties each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;
- 2.9. The Participants, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies; and
- 2.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants and the Urban Counties agree as follows:

3. Definitions

- 3.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this Section 3 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents
- 3.2. "Board of Directors" means the Board of Directors of Urban Counties.
- 3.3. "Capital Costs" means the costs of acquiring, developing, or otherwise establishing a Resource so that it can be shared by Participants, including any costs of financing, such as interest and risk premiums.
- 3.4. "Executive Director" means the Executive Director of Urban Counties.
- 3.5. "Funding Entity" means a Participant that contributes Pre-Paid Costs for the initial development or acquisition of a Resource or for the enhancement of a Resource.
- 3.6. "Implementation Costs" means costs unique to each Participant for the installation and/or implementation of a Resource in or for a Participant's information technology environment.
- 3.7. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.
- 3.8. "Local Government" has that meaning assigned to it by Texas Government Code § 791.003(2).
- 3.9. "Operation and Maintenance (O&M) Costs" means the costs of operating and maintaining the functionality of a Resource, including modifications necessary to address changes in applicable laws, rules or regulations.
- 3.10. "Pre-Paid Costs" means amounts contributed by one or more Funding Entities pursuant to a Project Addendum for the initial development or acquisition of a

Resource or for the enhancement of a Resource, plus applicable interest and risk premiums.

- 3.11. "Prime Rate of Interest" means the U.S. prime rate of interest published in the Wall Street Journal on December 31, or if not printed on December 31, then the nearest date preceding December 31 on which the prime rate of interest is published. The Prime Rate of Interest will be used as required herein for the preceding January 1 - December 31.
- 3.12. "Project" means a collaborative effort through TechShare by which Participants seek to achieve a common goal related to their information technology needs, and may include the acquisition, creation, or enhancement of a Resource.
- 3.13. "Project Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties to conduct a Project.
- 3.14. "Resource" means Intellectual Property, personal property, service or knowledge acquired or developed by, or made available to, Participants through TechShare.
- 3.15. "Resource Sharing Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties for the use of a Resource.
- 3.16. "Urban Counties" means the Texas Conference of Urban Counties.

4. Participation in TechShare

- 4.1. Participation in TechShare is open to all Texas Local Governments and to Texas state agencies.
- 4.2. A county eligible for membership in the Urban Counties must be a member in good standing of the Urban Counties to become and to remain a Participant in a Project.
- 4.3. A Participant eligible for membership in Urban Counties but not a member in good standing that is sharing one or more Resources shall pay annually, as additional O&M Costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount shall be accounted for in the same manner as dues revenue to Urban Counties.
- 4.4. Each Participant must approve, by its usual approval process for contracts, this TechShare Master Interlocal Agreement and, for each Project and Resource, the applicable Project Addendum or Resource Sharing Addendum to this TechShare Master Interlocal Agreement.
- 4.5. Project Addenda and Resource Sharing Addenda shall not be binding upon a Participant unless approved by formal action of the governing body of the Participant.

5. Contract Supervision and Administration

- 5.1. As authorized by Tex. Gov't Code § 791.013(a)(3), Participants designate Urban Counties to supervise the performance of this Agreement.
- 5.2. The role of Urban Counties is to supervise, administer, and carry out the purposes of this Agreement.

- 5.2.1. Urban Counties shall have any and all powers necessary to carry out the purposes of this Agreement, which shall include any and all acts necessary and proper for the operation and management of this Agreement.
- 5.2.2. Services to be provided by Urban Counties for each Project and Resource may include, but not necessarily be limited to:
 - 5.2.2.1. procuring or providing necessary services and supplies as contemplated by a Project Addendum or Resource Sharing Addendum and the applicable budget;
 - 5.2.2.2. administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Project and Resource under the guidance of the Board of Directors;
 - 5.2.2.3. providing information to Participants and potential participants to increase awareness of TechShare and the opportunities for sharing and collaboration therein;
 - 5.2.2.4. preparing and presenting detailed and summary financial information necessary for the administration and management of each Project and Resource;
 - 5.2.2.5. rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;
 - 5.2.2.6. reviewing and approving travel reimbursement requests for each Project and Resource in accordance with the applicable budget and applicable policies;
 - 5.2.2.7. serving as the communication and distribution center for all information related to TechShare;
 - 5.2.2.8. reviewing and making recommendations on all contracts;
 - 5.2.2.9. acting as a liaison with federal and state agencies and responding to their inquiries;
 - 5.2.2.10. computing and providing billings for participation;
 - 5.2.2.11. filing required forms and reports with state and other governmental agencies;
 - 5.2.2.12. assisting a Participant's auditor and actuary as necessary;
 - 5.2.2.13. coordinating banking functions and handling deposits and reconciliations;
 - 5.2.2.14. providing notices of meetings, supplying resource material for meetings, and keeping minutes of meetings; and
 - 5.2.2.15. forming or administering committees.

- 5.3. Urban Counties shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each information technology project and resource.
 - 5.3.1. All contracts approved by Urban Counties with vendors to fulfill the requirements of a Project or Resource Sharing Addendum, will be exclusively between the Urban Counties and the selected vendors.
 - 5.3.2. No Participant may be a third-party beneficiary to such contracts unless specifically set forth in the applicable Addendum.
 - 5.3.3. Urban Counties is prohibited from binding any Participant to any obligations arising from contracts between Urban Counties and third-party vendors regarding goods or services, unless expressly approved by a Participant's governing body.
 - 5.3.4. When appropriate, Urban Counties shall inquire into warranties from vendors and provide such information to the appropriate Stakeholder Committee.
- 5.4. Urban Counties acknowledges and agrees that information or other data provided by a Participant to Urban Counties to be stored or managed within a Resource will remain the property of the Participant. The Urban Counties further acknowledges and agrees that such information or other data shall not be used by the Urban Counties other than in connection with the performance of this Agreement, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the Urban Counties, its employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 5.5. Urban Counties will provide regular reports on operations or activities as determined appropriate by each Stakeholder Committee and by the Oversight Committee.
- 5.6. Urban Counties must exercise a duty of good faith, fair dealing, and loyalty in relation to services provided to Participants under this Agreement.
- 5.7. For services performed under this Agreement, the Urban Counties shall be paid as set forth in each Project Addendum and Resource Sharing Addendum.
 - 5.7.1. The Participants have no equity rights in any of the assets or property of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Participant and the Urban Counties.
- 5.8. The Participants intend that the Urban Counties shall operate only within the scope herein set out and have not herein created, as between the Participants, any relationship of surety, indemnification or responsibility for the debt of or claims against any other Participant. Nor is such a relationship created between any Participant or group of Participants and the Urban Counties.
- 5.9. The Participants have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against the Urban Counties.

- 5.10. Urban Counties will not be financially liable to Participants for the performance or function of any Resource. In the event of non-performance of a Resource, Urban Counties will make best efforts within the applicable budget to correct the non-performance.

6. Oversight

- 6.1. Board of Directors: The Board of Directors is responsible for overall management of each Project and Resource. The Board of Directors:
 - 6.1.1. will adopt a budget for each Project and Resource, and set costs to share a Resource;
 - 6.1.2. will approve, or confer Urban Counties staff with authority to approve in accordance with Board policy and practice, all contracts necessary or desirable for a Project or Resource, within the adopted budget;
 - 6.1.3. will approve, as applicable, the scope, deliverables, work plans, goals, and other matters impacting the effort and budget of each Project and Resource; and
 - 6.1.4. may adopt technical standards and guidelines necessary to facilitate the sharing of Resources and to ensure Resources are flexible and adaptable to meet county needs.
- 6.2. Participant Representatives: Each Participant participating in a Project or sharing a Resource shall designate a Representative to the Project or Resource by providing written notice to the Urban Counties. A Participant may change its Representative at any time by notifying the Urban Counties in writing. Each Participant Representative shall serve as the Participant's primary point of contact for matters pertaining to the Project or Resource, and may serve on the TechShare Oversight Committee if the Participant Representative meets the qualifications as provided in 6.3.
- 6.3. Oversight Committee: There shall be one TechShare Oversight Committee for all Projects and Resources. The TechShare Oversight Committee shall meet regularly as Projects and Resources may require, and make recommendations to the Board of Directors as to matters pertaining to a Project or Resource.
 - 6.3.1. The TechShare Oversight Committee will be composed of seven (7) voting members as follows:
 - 6.3.1.1. the Chair-Elect of Urban Counties; and
 - 6.3.1.2. one member of the governing body from each of six (6) TechShare Participants, as appointed by the Chairman of the Board of Directors. In making appointments, the Chairman of the Board of Directors shall endeavor to make the Oversight Committee representative of all Participants in TechShare.
 - 6.3.2. Subject to section 6.3.3., appointed members of the Oversight Committee serve staggered 2-year terms. Upon the expiration of his/her term, an Oversight Committee member will continue to serve until a successor is appointed.

- 6.3.3. In making initial appointments, the Chairman of the Board of Directors shall designate three (3) appointees to have initial terms expiring December 31, 2013, and shall designate four (4) appointees to have initial terms expiring December 31, 2014. Thereafter, all terms shall be for two (2) years.
- 6.3.4. Each year, prior to the expiration of the terms of Oversight Committee members, the Oversight Committee shall recommend to the Chairman of the Board of Directors qualified persons in sufficient numbers to replace the Oversight Committee members whose terms will be next expiring.
- 6.3.5. Oversight Committee members may serve no more than three (3) consecutive terms as an appointed member of the Oversight Committee. Service as the Chair-Elect of the Board of Directors is not considered in applying this limitation.
- 6.3.6. No TechShare Participant may have more than one person serve on the Oversight Committee simultaneously.
- 6.3.7. No voting member of the Oversight Committee may also simultaneously serve on a Stakeholder Committee.
- 6.3.8. Each voting member of the Oversight Committee shall have one vote of equal weight.
- 6.3.9. The Chairpersons of each TechShare Project and TechShare Resource Stakeholder Committee serve on the Oversight Committee as ex-officio, non-voting members.
- 6.3.10. The Chairman of the Board of Directors shall select one appointed member of the Oversight Committee, who must be a member of the commissioners court of a county that is a member of Urban Counties, to serve as the Chairman of the Oversight Committee for a two-year term coincident with the term of appointed Oversight Committee members. A Chairman of the TechShare Oversight Committee may serve consecutive terms as Chairman.
- 6.3.11. Oversight Committee members are charged with making decisions they reasonably believe are in the best interests of the collective Participants in TechShare and of Urban Counties.
- 6.3.12. A majority of the members of an Oversight Committee shall constitute a quorum.
- 6.3.13. Proxies will be recognized for voting purposes at Oversight Committee meetings, but will not be counted for quorum purposes.
- 6.3.14. The Oversight Committee will:
 - 6.3.14.1. make recommendations to the Board of Directors regarding the selection and retention of the TechShare Division Director, who shall serve at the pleasure of the Board of Directors;
 - 6.3.14.2. oversee TechShare operations through the TechShare Division Director, who shall report to the Committee;

- 6.3.14.3. ensure compliance of Projects and Resources with applicable policies of the Board of Directors and with approved contracts;
- 6.3.14.4. review the appropriateness of scope, operation, budget, work plan, staffing, and contracting for Projects and Resources as recommended by Stakeholder Committees;
- 6.3.14.5. review financial information related to Projects and Resources to ensure compliance with the adopted budget; and
- 6.3.14.6. ensure a common "vision" regarding integration and functionality is realized across Projects and Resources.
- 6.3.15. In performing their duties under this Section, the Oversight Committee may:
 - 6.3.15.1. appoint one or more advisory committees to assist the Oversight Committee as it deems necessary;
 - 6.3.15.2. develop rules, policies, procedures and other standards for use of a Resource;
 - 6.3.15.3. develop policies for the oversight of a Project or Resource using effective risk management strategies;
 - 6.3.15.4. recommend to the Board of Directors for approval RFPs, vendor selection and vendor contracts;
 - 6.3.15.5. recommend to the Board of Directors actions relating to termination, modification, and enforcement of contracts with vendors and suppliers; and
 - 6.3.15.6. establish standards that promote the ability of information resources systems to operate and integrate with each other.
- 6.3.16. Any member of the Oversight Committee appointed by the Chairman of the Board of Directors who fails to attend more than two (2) consecutive meetings of the Oversight Committee, or who fails to attend more than 25% of the meetings of the Oversight Committee in any 12-month period, automatically vacates their position on the Oversight Committee. In such case, the Chairman of the Board of Directors will appoint a replacement Oversight Committee member.
- 6.4. Stakeholder Committees: Each Project and Resource shall have a Stakeholder Committee to make recommendations to the Oversight Committee regarding the Project or Resource.
 - 6.4.1. Each Stakeholder Committee will consist of the Representatives from all Participants participating in the respective Project or Resource.
 - 6.4.2. The Chairman of each Stakeholder Committee will be appointed by the Chairman of the Oversight Committee, in consultation with the Oversight Committee.
 - 6.4.3. Each Stakeholder Committee will:

- 6.4.3.1. manage functionality and scope of the Project or Resource, as applicable, within budget;
- 6.4.3.2. implement technical standards as may be necessary or desirable; and
- 6.4.3.3. develop annual work plans and corresponding budgets and recommend those to the Oversight Committee.
- 6.4.4. The voting strength for Stakeholder Committee members shall be determined using the funding formula in the respective Project or Resource Addendum. In the case of Resources, the funding formula used to determine voting strength shall be the formula for allocating Capital Costs of the Resource. As additional Participants join a Project or Resource, the voting strength of each Stakeholder Committee member will be adjusted in accordance with that formula.
- 6.5. Technical Committees: Each Stakeholder Committee may appoint, in its discretion, one or more advisory committees for the applicable Project or Resource to provide technical advice or to aid in the development, acquisition, management, or oversight of the Project or Resource.
- 6.6. Project and Resource Sponsors. Each Participant must designate a member of its governing body to serve as its Sponsor for each Project and Resource in which the Participant participates.
 - 6.6.1. The Sponsor may also serve as the Participant's Stakeholder Committee member or as a member of the Oversight Committee.
 - 6.6.2. The Sponsor is to serve as a point of contact in the event of disputes or disagreements.
 - 6.6.3. Each Sponsor will be provided by Urban Counties periodic updates on the status of respective Projects and Resources.
- 6.7. Oversight Committee members, Stakeholder Committee members, Technical Committee members, and members of other committees shall serve without compensation. Travel expenses may be paid for if included within the applicable Project or Resource budget.

7. Budget and Funding

- 7.1. Projects: The budget for each Project will be set forth in the Project Addendum. Each Participant's portion of the budget shall be set forth in the Project Addendum or determined as set forth in the formula in the Project Addendum.
 - 7.1.1. The Stakeholder Committee for the Project or the Oversight Committee may recommend the budget or funding formula be adjusted, subject to approval of the Board of Directors.
 - 7.1.2. A change in the budget or the funding formula that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount set*

forth in the original Project Addendum without formal approval of the Participant's governing body.

- 7.2. **Resources:** Each Resource will have a periodic budget, such as for each Fiscal Year.
 - 7.2.1. The Stakeholder Committee will formulate a proposed budget and submit it to the Oversight Committee for approval. The Oversight Committee may modify the proposed budget, but should endeavor to reach consensus with the Stakeholder Committee. The Oversight Committee will recommend the periodic budget to the Board of Directors for approval. The Board of Directors may modify the recommended budget as it deems appropriate.
 - 7.2.2. Each periodic budget will include amounts intended to meet the objective of continual technical and functional refreshing of the Resource.
 - 7.2.3. The Board of Directors shall set the costs or the method of determining the costs for Participants to share a Resource. The method of determining costs for Participants to share a Resource shall be set forth in the Resource Sharing Addendum.
 - 7.2.3.1. Costs may vary by Participant.
 - 7.2.3.2. Costs for a Participant may change as Participants change.
 - 7.2.3.3. A change in a cost that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount previously approved by the Participant without formal approval of the governing body of the Participant.*
 - 7.3. The timing of each Participant's funding obligations shall be set forth in the applicable Project Addendum or Resource Sharing Addendum.
 - 7.3.1 Project costs, Capital Costs and O&M Costs will be charged, and must be paid, in advance of the start of a Project or the applicable budget term for a Resource.
 - 7.4. The budget for each Project and Resource shall be in accordance with the chart of accounts as established by Urban Counties.
 - 7.5. If a Participant uses grant or other funds subject to compliance with specific terms or conditions to pay any portion of its costs, that Participant is solely responsible for compliance with the applicable terms and conditions. To the extent permitted by law without establishing a sinking fund, the Participant shall hold harmless the other Participants from the use of such funds. Payments made using such funds will not be refunded in the event such payments are found to violate applicable terms or conditions.
8. **Funding of Projects for Development or Acquisition of a TechShare Resource**
- 8.1 Urban Counties may obtain funding for a Project in any manner permitted by law, including, for example, using its own reserves, borrowing from a financial

institution, or collecting Capital Costs from Participants in advance of the development, acquisition or enhancement of a Resource (i.e., Pre-Paid Costs).

- 8.2 One or more Participants may become a Funding Entity by funding the initial development, acquisition, or enhancement of a Resource through the payment of Pre-Paid Costs.
 - 8.2.1. Capital Costs of the Resource funded with Pre-Paid Costs will include, but may not be limited to:
 - 8.2.1.1. Pre-Paid Costs;
 - 8.2.1.2. interest at the rate of $\frac{1}{2}$ of the Prime Rate of Interest; and
 - 8.2.1.3. a risk premium of 10% of Pre-Paid Costs and interest.
 - 8.2.2. Interest will be applied to cash contributions to a Project from the date of the contribution.
 - 8.2.3. Interest will be applied to direct expenditures made by a Participant as part of a Project if provided for in the Project Addendum, with interest accruing as specified in the Project Addendum.
 - 8.2.4. A risk premium will be applied to:
 - 8.2.4.1. cash contributions to a Project and direct expenditures made by a Participant as part of a Project, plus any interest as provided in section 8.2.2 or section 8.2.3;
 - 8.2.4.2. in-kind contributions, with value established at the start of a Project; and
 - 8.2.4.3. assets developed outside of a TechShare Project and transferred to Urban Counties for use in TechShare, with value established at the start of a Project.
 - 8.2.5. Interest will be compounded annually on the average daily positive balance of Pre-Paid Costs.
 - 8.2.6. Funding Entities will receive credit for interest and risk premium accrued on their respective Pre-Paid Costs and included in the Capital Costs of the Resource in the same proportion as Capital Costs are allocated to Funding Entities.
 - 8.2.7. Interest on a Funding Entity's balance of Pre-Paid Costs will accrue until the balance of Pre-Paid Costs is retired either by (1) credits granted for Capital Costs associated with the use of the Resource and otherwise owed by the Funding Entity; (2) credits granted for Capital Costs paid by other Participants; or (3) revenue received from non-participants to access the Resource.
- 8.3. If Urban Counties funds a Project using its own reserves or through borrowing, the Capital Costs of the Resource will include, but may not be limited to:
 - 8.3.1. cash contributions;
 - 8.3.2. interest (1) at the rate and in the amount paid by Urban Counties on borrowed funds; or (2) at the rate of $\frac{1}{2}$ of the Prime Rate of Interest from the

date of expenditure/contribution to the date all funds expended by Urban Counties have been repaid by Participants for non-borrowed funds; and

8.3.3. risk premium of 10% of cash contributions and interest.

9. Sharing of Costs of a Resource

- 9.1. The Board of Directors will set the Participants' shared costs for Resource use and include those costs in the applicable Resource Sharing Addendum for approval by Participants.
- 9.2. The costs shared by Participants using a software Resource shall consist of Capital Costs and recurring Operations and Maintenance Costs.
 - 9.2.1. The Capital Costs of each Resource shall be the costs incurred by Urban Counties to acquire, develop, or otherwise establish the Resource so that it can be shared by Participants.
 - 9.2.2. Each Participant's proportionate share of the Capital Costs of the Resource shall be determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.
 - 9.2.2.1. Allocation of Capital Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the date the Resource is first placed in use.
 - 9.2.2.2. Once established, the allocation of Capital Costs will not change except as may be adjusted to account for additional Participants.
 - 9.2.2.3. Funding Entities may agree to allocate their total allocated Capital Costs among themselves differently, and that allocation will be contained in the Resource Sharing Addendum.
 - 9.2.2.4. Participants may pay their respective Capital Costs for a Resource in three equal annual installments. Interest at the rate of $\frac{1}{2}$ of the Prime Rate of Interest, compounded annually on the average daily positive balance of unpaid Capital Costs, will accrue.
 - 9.2.3. When paid, interest that accrues on unpaid Capital Costs will be distributed proportionality to those Participants who received a portion of the paying Participant's first payment of Capital Costs. The O&M Costs for each Participant shall be the Participant's proportionate share of the Total Annual Operations and Maintenance Cost of a Resource as determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.
 - 9.2.3.1. If population is used to allocate costs, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent, will be used.
 - 9.2.3.2. Allocation of Total Annual Operations and Maintenance Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the first day of the applicable term of the Total

Annual Operations and Maintenance Costs. Once established for a term, unless additional Participants join in sharing the Resource, the allocation of Total Annual Operations and Maintenance Costs will not change, but may change in subsequent terms if there are changes in the appropriate metric.

9.2.3.3. O&M Costs will be prorated for Participants joining mid-budget.

- 9.3 In addition to Capital Costs and O&M Costs, Participants may be required to pay Implementation Costs for a Resource. Implementation Costs will be unique to each Participant and will not be shared with other Participants.

10. Capital Improvements to Resources

- 10.1. Events may require significant changes not capable of being completed under the normal annual O&M budget.
- 10.2. Additional Capital will be derived in one of the following manners:
- 10.2.1. Creation of a separate TechShare Project (preferred)
- 10.2.1.1. The separate Project will result in separate optional module or component of the Resource available to Participants that pay their proportionate share of Capital Costs for the module.
- 10.2.1.2. Funding for the Project could come from any source of funding permitted for Projects generally.
- 10.2.1.3. The sharing of Capital Costs for the module will be in the same manner as for the sharing of Capital Costs of Resources.
- 10.2.2. Capital call upon all Participants sharing the Resource (not preferred)
- 10.2.2.1. If there is a capital call, total Capital Costs of the Resource will be increased, as will Capital Costs for all Participants, both current and future.

11. Refunds with Additional Participation

- 11.1. As additional Participants join to share a Resource, a Participant then sharing the Resource is eligible to receive a partial refund of its Capital Costs and Operations and Maintenance Costs previously paid. The amount of any such refund shall be determined by calculating the effect of each additional Participant joining to share the Resource in accordance with the formulas for allocation of Capital Costs and Total Annual Operations and Maintenance Costs as set forth in the Resource Sharing Addendum.
- 11.2. Refunds resulting from additional Participants joining to share a Resource shall be calculated at the end of the annual period used to calculate the Total Annual Operations and Maintenance Costs.
- 11.3. At the direction of each Participant, its applicable refunds of either Capital Costs and Operations and Maintenance Costs may be made in the form of credits against future Operations and Maintenance Costs.
- 11.4. A Participant that withdraws from sharing a Resource is not eligible to receive refunds of Capital Costs or Operations and Maintenance Costs.

- 11.4.1. Because the former Participant is not receiving refunds of its Capital Costs during the period the former Participant does not share the Resource, the former Participant's balance of Capital Costs will not be reduced during that period.
- 11.4.2. The former Participant becomes eligible for prospective refunds if it returns to sharing the Resource.
- 11.4.3. Any refund of Capital Costs and O&M Costs that would be distributed to the former Participant if it were a Participant will be distributed proportionately among active Participants, including those Participants whose payment of Capital Costs resulted in the refund to active Participants.

12. Refunds from Outside Revenue

- 12.1. If revenue is derived from a Resource, from other than Participants in TechShare, such revenue will be allocated as follows:
 - 12.1.1. If there are Funding Entities, the revenue will be allocated 50% to Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have been reimbursed all of their respective Capital Costs.
 - 12.1.1.1. Once all eligible Participants then sharing have received reimbursement of their respective Capital Costs, 50% of the revenue will be allocated to the Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% will be retained by Urban Counties.
 - 12.1.2. If there are no Funding Entities, 100% of the revenue will be allocated to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have received reimbursement of their respective Capital Costs.
 - 12.1.2.1. Once all eligible Participants then sharing have received reimbursement of their respective Capital Costs, 100% of the revenue will be retained by Urban Counties.
- 12.2. To be eligible to receive an allocation of revenue derived from other than Participants in TechShare, a Participant must (1) have shared the Resource for at least 60 consecutive months, or (2) have never stopped sharing the Resource since the date the Participant first shared the Resource.

13. Installation and Implementation of a Resource

- 13.1. If Installation or implementation is required for a Participant to share a Resource, the installation or implementation will only be done by authorized entities through TechShare as provided in the Resource Sharing Addendum.

14. Reporting Requirements of Urban Counties

- 14.1. For each Project and Resource Urban Counties will establish a secure website accessible by those Participants participating in the Project or Resource and

containing current information regarding Pre-Paid Costs, Capital Cost balances of each Participant, budget and expenditures, O&M Costs, Participants, Stakeholder Committee and other committee members, Project status, copies of vendor contracts, and such other information in the possession of Urban Counties as the Stakeholder Committee shall deem appropriate.

- 14.2. Upon request by the Oversight Committee, the Urban Counties shall report, from information in its possession, on the status, progress, benefits, efficiency gains, financial matters or other information or data related to a Project or Resource that the Oversight Committee considers necessary.
- 14.3. Each Participant shall have a right of access to information regarding a Project or Resource in which the Participant participates as specified in the respective Project Addendum or Resource Sharing Addendum. Urban Counties shall have no obligation to produce or make available information that is not specified in the respective Project Addendum or Resource Sharing Addendum.
- 14.4. Financial information will be provided by Urban Counties to Participants in accordance with the chart of accounts used by Urban Counties. If a Participant desires financial information in a form other than the established chart of accounts, the Participant will be provided a comprehensive report of all transactions so that the Participant may categorize and analyze the transactions in any way the Participant desires.
- 14.5. In performing its duties under this Section, the Urban Counties is entitled to obtain from a Participant information necessary and appropriate to prepare a report under this section.

15. Participation by Other Entities

- 15.1. Additional Texas Local Governments and agencies of the State of Texas may participate in this Agreement with the approval of the Board of Directors.
- 15.2. Additional participants will be required to approve this Agreement and provide funds in accordance with Section 7 (Budget and Funding). The participation of additional Texas Local Governments or state agencies in a Project or Resource shall not require the approval of other Participants.

16. Ownership of Work Product

16.1. Ownership.

- 16.1.1. The ownership of work product, including Intellectual Property, and the right to acquire Intellectual Property, if applicable, for all Resources developed or obtained through TechShare will vest with Urban Counties.
- 16.1.2. Each Project Addendum will include a description of the work product anticipated to be developed as part of the Project.
- 16.1.3. Each Resource Sharing Addendum will include a description of the Resource, including the Intellectual Property, if any, comprising the Resource.
- 16.1.4. Urban Counties will deposit into escrow, during appropriate times in the development of the Resource, the source code for the benefit of the

Participants. The type of escrow will be described in the applicable Resource or Project Addendum.

16.2. Rights of Participants

- 16.2.1. Participants sharing a Resource possess a non-transferable, non-exclusive right to use the Resource for their own use.
- 16.2.2. Participants must agree to prohibit further distribution of a Resource to non-participants unless otherwise clearly provided for in the Resource Sharing Addendum.
- 16.2.3. The sale of a Resource by Urban Counties to any entity requires the approval of Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.
- 16.2.4. Any sale of a software Resource must be subject to each Participant's continued right to use the version of the Resource in use at the time of sale.
- 16.2.5. Before a Resource may be licensed for use by any entity outside of this Agreement and the applicable Resource Sharing Addendum, the licensing fee or calculation for deriving the licensing fee must be approved by Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.

16.3. When a Resource is No Longer Offered through TechShare

- 16.3.1. When a Resource owned by Urban Counties is no longer offered for sharing through TechShare, each Participant that (1) paid its appropriate portion of the Capital Costs of the Resource and (2) has shared the Resource for at least 60 consecutive months preceding the date the Resource is no longer offered through TechShare, or has never stopped sharing the Resource since the date the Participant first shared the Resource, will be given a divided, proportionate ownership interest in the source materials for the former Resource and Urban Counties will not retain any ownership in the former Resource.
- 16.3.2. Each Participant sharing in the ownership of the former Resource will be free to use and manipulate the source materials for the former Resource for the Participant's sole use.
- 16.3.3. Any sale to or use of the source materials for the former Resource by a non-Participant requires the affirmative consent of Participants owning a collective majority interest in the former Resource.

16.4. When a Participant Withdraws from Sharing a Resource

- 16.4.1. If a Participant withdraws from sharing a Resource that is still offered through TechShare as permitted by the applicable Resource Sharing Addendum (for example, at the expiration of the Resource Sharing Addendum), the Participant will have no rights to future use of the Resource if the Participant has shared the Resource for less than 60 consecutive months.
- 16.4.2. If a Participant withdraws from sharing a Resource as permitted by the applicable Resource Sharing Addendum and has shared the Resource for at least 60 consecutive months, the Participant will be granted a non-

exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

- 16.4.3. If a Funding Entity withdraws from sharing a Resource and the Funding Entity has shared the Resource for less than 60 consecutive months, the Funding Entity will be granted a non-exclusive, perpetual license for the Resource as it exists on or about the date the Funding Entity withdraws from sharing to use and manipulate the source materials for the Resource for the Funding Entity's sole use; except, however, the Funding Entity shall not be granted a license and shall not have any further right to use the Resource if, prior to withdrawing from sharing, the Funding Entity has received refunds from revenue derived from other than Participants in TechShare in an amount equal to or greater than the Funding Entity's Pre-Paid Costs.

16.5. When a Participant Transfers a Resource to TechShare

- 16.5.1. If a Participant transfers ownership of a Resource to Urban Counties for sharing through TechShare and the Participant withdraws from sharing the Resource at any time, the Participant will be given a non-exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

16.6. When a Participant Withdraws from a Project

- 16.6.1. If a Participant withdraws from a Project as permitted by the Project Addendum, the Participant will be given a non-exclusive, perpetual license to use and manipulate for the Participant's sole use the Project work product as it exists on or about the date the Participant withdraws.

16.7. Liability for Use of Former Resource

- 16.7.1. Urban Counties and other Participants will not be liable to a Participant or former Participant, or any party claiming through a Participant or former Participant, for any claims arising from the use of a former Resource or the use of a Resource outside of a Resource Sharing Addendum.
- 16.7.2. No implementation assistance or end user training will be provided by Urban Counties or through TechShare for a former Resource or for the use of a Resource outside of a Resource Sharing Addendum unless a separate agreement is entered into for those services.

17. Ownership of Data

- 17.1. When a Project or Resource involves the shared storage of data or the shared access to data of the Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable Project Addendum or Resource Sharing Addendum.
- 17.2. Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement or as

contemplated by the applicable Project Addendum or Resource Sharing Addendum.

- 17.3. Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Participants, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 17.4. In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.
 - 17.4.1. A copy of the request must be forwarded to the Urban Counties within 24 hours of receipt.
- 17.5. Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to the Urban Counties.
- 17.6. It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not participate in a Project or Resource will remain the custodian(s) of such information and data, unless an applicable Project or Resource Addendum provides otherwise.

18. Warranties

- 18.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PROJECT OR RESOURCE MADE AVAILABLE THROUGH ANY PROJECT ADDENDUM OR RESOURCE SHARING ADDENDUM.**
- 18.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR PROJECT OR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH PROJECT OR RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.**
- 18.3. **ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

19. Notice

- 19.1. Any and all notices to be given under this Agreement by a Participant or Urban Counties shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.

- 19.2. A Participant may change its address for receiving notification under this Agreement by providing written notice of the change of address to Urban Counties. Urban Counties shall update the Participant's address on the secure website for the applicable Project or Resource.
- 19.3. Urban Counties may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Participants.
- 19.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

20. Amendment

- 20.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants and Urban Counties.
- 20.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

21. Current Revenue

- 21.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party.
- 21.2. The Parties warrant that no debt is created by this Agreement.

22. Binding Agreement, Authority, Parties Bound

- 22.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.
- 22.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

23. Applicable Law

- 23.1. This Agreement shall be expressly subject to the Participants' sovereign immunity and other governmental immunity and all applicable federal and state law.
- 23.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

24. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

25. Assignment

The Urban Counties may not assign its rights and duties under this Agreement without the prior written consent of the Participants, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent by the Participants shall be null and void.

26. Full Agreement

- 26.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.
- 26.2. Only upon execution of a Project Addendum or Resource Sharing Addendum will a Participant and Urban Counties have any rights or obligations pursuant to this Agreement.
- 26.3. This Agreement and any Project Addenda or Resource Sharing Addenda executed by a Participant shall contain the entire understanding of the Parties with respect to that Participant and the Urban Counties regarding participation in TechShare.
- 26.4. Each Participant acknowledges that the other Participants and Urban Counties, or anyone acting on behalf of the other Participants or Urban Counties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

27. Effect of this Agreement on Existing Agreements and Addenda

- 27.1. Except as set forth in 27.2, this Agreement succeeds and replaces prior Interlocal Agreements for Participation in the Urban Counties TechShare Program (the "Prior ILAs") to the extent the Prior ILAs were still in effect.
- 27.2. The Prior ILA approved by the Board of Directors on July 9, 2004 and previously approved by all participants in the TechShare Resource Sharing Addendum for the Common Integrated Justice System (CIJS) Court Administration System shall remain in effect for the purpose of governing and the CIJS Resource Sharing Addendum through FY2013. For FY2014 and subsequently, the participants in the CIJS Resource Sharing Addendum will execute this Agreement and the Prior ILA approved by the Board of Directors on July 9, 2004 will no longer be in effect.
- 27.3. As each Project Addendum and Resource Sharing Addendum executed pursuant to the Prior ILA expires, is terminated, or is amended, then the Prior ILA ceases to be in effect for that Project or Resource and this Agreement shall succeed and replace the Prior ILA in the event the Project or Resource is continued through a new or amended Project Addendum or Resource Sharing Addendum.

28. Multiple Counterparts

- 28.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

ATASCOSA/WILSON COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

Acknowledgement of Atascosa/Wilson County's Participation in TechShare:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY:

Title: General Counsel

Date: 11/1/2017

Name and Address for Purposes of Notice:

John Dahill
General Counsel
500 W. 13th Street
Austin, Texas 78701



TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY:

Title: General Counsel

Date: 11/1/2017

Name and Address for Purposes of Notice:

**John Dahill
General Counsel
500 W. 13th Street
Austin, Texas 78701**

Texas Conference of Urban Counties
TechShare Program
FY 2019 Indigent Defense Resource Sharing Addendum

1. Agreement Structure

- 1.1. This TechShare Indigent Defense Resource Sharing Addendum (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement for Participation in the Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties") and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. Master ILA: The Master Interlocal Agreement For Participation In The Urban Counties TechShare Program, Version 2.1 20130128.
- 2.2. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.3. Participants: Participants is defined as all Local Governments executing this Addendum.
- 2.4. Parties: Parties is defined as the Participants and Urban Counties.
- 2.5. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for the Indigent Defense Resource Sharing, as provided for in the Master ILA.
- 2.6. TechShare.Indigent Defense: The software system used to manage attorney appointments for indigent criminal defendants.

3. Term of Addendum

- 3.1. This Addendum shall be effective from October 1, 2018 through September 30, 2019.

4. Purposes

- 4.1. The purposes of this Addendum are:
 - 4.1.1. Operation of TechShare.Indigent Defense for the Participants, including backup and recovery capabilities;
 - 4.1.2. Maintenance of TechShare.Indigent Defense to correct defects, including development of a Software Support Plan;
- 4.2. This Addendum does not include development or implementation of functional extensions of and TechShare.Indigent Defense, nor integration of and TechShare.Indigent Defense with other county systems (such as jail and court systems, financial systems, etc.).

5. Work Plan, Budget and Cost Allocation

- 5.1. The Fiscal Year 2019 Work Plan, Budget, and Cost Allocation is attached as Attachment A.
- 5.2. As additional Participants execute this Addendum, or as desired changes to the budget or cost allocation are identified, the Board of Directors may approve changes to the budget or cost allocation contained in Attachment A. The Stakeholder Committee, with approval of the Oversight Committee, may approve changes to the work plan that do not require changes to the budget or cost allocation, but subject at all times to compliance with terms of the Indigent Defense grant awarded to Tarrant County for costs set forth in the budget. If approved as set forth herein, the revised version of Attachment A shall automatically be substituted for the prior version of Attachment A without the necessity of approval by Participants that are not required to pay more.
- 5.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in Attachment A unless those excess costs are approved by the Participant's governing body.
- 5.4. Payments for costs as set forth in Attachment A are due from each Participant as stated in Attachment A. Costs for any Participant joining this Resource Sharing Addendum during the term of this Addendum are due no later than 30 days after approval of this Addendum by the Participant.

6. Resource Sharing Funding Formula

- 6.1. The funding formula for TechShare.Indigent Defense shall be based on population.
 - 6.1.1. Each Participant's percentage of maintenance costs of TechShare.Indigent Defense shall be equal to the percentage that the Participant's population represents of the total population of all Participants. For this calculation, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent as of March 1 immediately preceding the effective date of this Addendum, will be used.

7. Compensation of Urban Counties

- 7.1. Urban Counties shall be compensated as set forth in Attachment A.

8. Participant Access to Information

- 8.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
 - 8.1.1. the Master ILA and this Addendum;
 - 8.1.2. the Workplan, Budget, and Cost Allocation;
 - 8.1.3. list of Participants;
 - 8.1.4. status reports prepared by Urban Counties; and
 - 8.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee meetings, and meeting minutes.
- 8.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

9. Miscellaneous

- 9.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

- 9.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 9.3. In the event any term or provision of this Addendum conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent and purpose of this Addendum and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
- 9.4. Urban Counties verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Urban Counties further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

10. Termination

- 10.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to the Urban Counties at least thirty (30) days prior to termination.
- 10.2. A Participant that ceases participation in this Addendum will not receive a refund of amounts previously paid.
- 10.3. A Participant that ceases participation in this Addendum will have the rights set forth in Section 16.4 of the Master ILA. This is not to be interpreted as a waiver of any Party's rights under law.

11. Attachments Incorporated

- 11.1. Attachment A: Work Plan, Budget and Cost Allocation, is incorporated in this Addendum as if fully set forth herein.

12. Approval Necessary for Addendum to be Effective

- 12.1. This Addendum shall in effect when approved by at least two Participants.
- 12.2. The budget is contingent upon approval and funding from the following counties: Anderson, Atascosa, Bell, Brown, Coryell, Dallas, Ellis, Henderson, Kaufman, Leon, Medina, Mills, Montgomery, Real, Uvalde, Tarrant, Uvalde, Victoria, Wilson. In the event one or more of those counties fails to approve this Addendum and providing funding, the Participants agree to review the work plan and budget to determine whether the budget can be reduced, or whether the Participants will need to provide additional funding.
- 12.3. No Participant will be required to provide funding above the amounts set forth in Attachment A without further approval of their respective commissioners court.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

ANDERSON COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

ATASCOSA/WILSON COUNTY

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

BELL COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

BROWN COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

CORYELL COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

DALLAS COUNTY:

RECOMMENDED BY:

Clay Lewis Jenkins
Dallas County Judge

Stanley Victrum
CIO

APPROVED AS TO FORM*:

DALLAS COUNTY
FAITH JOHNSON
DISTRICT ATTORNEY

By:

Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

ELLIS COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

HENDERSON COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:



KAUFMAN COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

LEON COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:



MEDINA COUNTY

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

MILLS COUNTY

ATTEST:



By: _____

Title: _____

Date: _____

By: _____

Title: _____

Name and Address for Purposes of Notice:

MONTGOMERY COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

REAL COUNTY

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

TARRANT COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

UVALDE COUNTY

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

VICTORIA COUNTY

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

WILSON COUNTY

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: General Counsel

Date: _____

Name and Address for Purposes of Notice:

John Dahill
500 W. 13th Street
Austin, TX 7

FY 2019 WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE INDIGENT DEFENSE
RESOURCE SHARING ADDENDUM

Work Plan

Priorities

The tasks and activities to be completed under this agreement are prioritized as follows:

1. Operation – ensuring the continued availability and reliability of TechShare.Indigent Defense for the Participants based on the System Support Plan related to environment evergreen, defect management and requests received for data within the system.
2. Maintenance – applying maintenance (break/fix) as required by to keep TechShare.Indigent Defense functioning and operational.

TechShare.Indigent Defense will be modified to incorporate legislatively mandated requirements that can be completed within the approved budget. Systems releases, versions or builds to provide for the application of legislatively mandated changes and prioritized feature enhancements to the operating environments for TechShare.Indigent Defense will be deployed and implemented.

Deliverables

1. Change Requests

Each Change Request (as entered in the Urban Counties JIRA system) will describe how the specific changes to the software are necessary to meet the operational requirements of the requesting entity. The Stakeholder Committee will periodically review, prioritize, and approve the backlog of Change Requests.

2. Sprint Plans

For each development cycle (Sprint), a Sprint Plan will be documented to communicate which defect corrections and change orders are included in the development cycle.

3. Release Notes

For each deployment to production, Release Notes will be provided describing the changes to the software.

Schedule

1. Operation and Maintenance of TechShare.Indigent Defense Oct 1, 2018 – Sept 30, 2019

Operations and Maintenance Budget and Allocation

The Operations and Maintenance Budget for the twelve-month term of this Addendum is shown in the table below.

<u>TechShare Indigent Defense</u>		ID M&O <u>2019</u>
Income		
Anderson County	\$	3,860
Atascosa County	\$	3,263
Bell County	\$	22,761
Brown County	\$	2,555
Coryell County	\$	4,994
Dallas County	\$	172,170
Henderson County	\$	5,342
Kaufman County	\$	7,913
Medina County	\$	3,295
Mills County	\$	328
Montgomery County	\$	37,189
Real County	\$	227
Tarrant County	\$	134,854
Uvalde County	\$	1,824
Victoria County	\$	6,183
Wilson County	\$	3,242
Total Income	\$	410,000
Expense		
General Class		\$28,545
Program Expenses		
IT Systems		\$119,220
Meetings		\$2,400
Other Expenses		\$7,500
Staffing		\$190,646
Travel		\$0
Total Program Expenses		\$319,766
TechShare Indirect		\$36,401
Association Services Fee		\$16,400
Total Expenses		\$401,112
Net Reserve		\$8,888

Cost Allocation and Payment Plan:

The budget for the twelve-month term of the Addendum will be funded through a one payment from each Stakeholder, based on the schedule shown below:

Stakeholder Payment Plan - Payments Due by November 30, 2018	
Stakeholder	Allocation
Anderson County	\$ 3,860
Atascosa County	\$ 3,263
Bell County	\$ 22,761
Brown County	\$ 2,555
Coryell County	\$ 4,994
Dallas County	\$ 172,170
Henderson County	\$ 5,342
Kaufman County	\$ 7,913
Medina County	\$ 3,295
Mills County	\$ 328
Montgomery County	\$ 37,189
Real County	\$ 227
Tarrant County	\$ 134,854
Uvalde County	\$ 1,824
Victoria County	\$ 6,183
Wilson County	\$ 3,242
Total	\$ 410,000

Stakeholder Payment Plan - Payments Due by December 31, 2018	
Ellis County	\$ 10,948
Leon County	\$ 1,130