

time

4/16/20: 20 minutes

4/17/20: 90 minutes

4/20/20: 70 minutes

4/22/20: 150 minutes

4/24/20: 60 minutes

4/27/20: 90 minutes

4/29/20: 130 minutes

5/1/20: 90 minutes

5/4/20: 90 minutes

5/6/20: 30 minutes

5/7/20: 30 minutes

5/8/20: 30 minutes

5/11/20: 90 minutes

5/13/20: 30 minutes

5/14/20: 60 minutes

5/15/20: 30 minutes

5/18/20: 80 minutes

5/20/20: 30 minutes

5/21/20: 60 minutes

5/22/20: 30 minutes

5/27/20: 30 minutes

5/28/20: 60 minutes

5/29/20: 30 minutes

6/3/20: 30 minutes

6/4/20: 60 minutes

6/9/20: 60 minutes

6/10/20: 30 minutes

6/16/20: 60 minutes

6/17/20: 30 minutes

6/23/20: 100 minutes

6/24/20: 30 minutes

6/30/20: 90 minutes

7/1/20: 50 minutes

7/2/20: 15 minutes (working on the Wax court document)

7/7/20: 120 minutes

7/8/20: 50 minutes

7/15/20: 40 minutes

7/16/20: 20 minutes

7/20/20: 30 minutes

7/21/20: 60 minutes

7/22/20: 110 minutes

7/23/20: 60 minutes (review documents)

7/28/20: 60 minutes

7/29/20: 30 minutes

7/30/20: 70 minutes

8/4/20: 60 minutes

8/5/20: 30 minutes

8/11/20: 85 minutes

8/12/20: 30 minutes

8/13/20: 30 minutes

Total: 46 hours and 30 minutes

8/18/20: 60 min

8/19/20: 30 minutes

8/25/20: 60 minutes

8/26/20: 30 minutes

Additional 3 hours

Please add to the prior invoice.

Leigh Nordstrom, MD

County Judge _____ Date

COVID-19 MEDICAL CONSULTING

Commissioners Court Dates Regular Sessions - FY 2020-2021 Schedule

**Historic Ellis County Courthouse
Commissioners Courtroom
101 W. Main St., 2nd floor
Waxahachie, TX 75165**

Date	Day	Time
October 6, 2020	Tuesday	2:00 p.m.
October 20, 2020	Tuesday	2:00 p.m.
November 3, 2020	Tuesday	2:00 p.m.
November 17, 2020	Tuesday	2:00 p.m.
December 1, 2020	Tuesday	2:00 p.m.
December 15, 2020	Tuesday	2:00 p.m.
December 29, 2020	Tuesday	2:00 p.m.
January 1, 2020	Friday	10:00 a.m.
January 12, 2021	Tuesday	2:00 p.m.
January 26, 2021	Tuesday	2:00 p.m.
February 9, 2021	Tuesday	2:00 p.m.
February 23, 2021	Tuesday	2:00 p.m.
March 9, 2021	Tuesday	2:00 p.m.
March 23, 2021	Tuesday	2:00 p.m.
April 6, 2021	Tuesday	2:00 p.m.
April 20, 2021	Tuesday	2:00 p.m.
May 4, 2021	Tuesday	2:00 p.m.
May 18, 2021	Tuesday	2:00 p.m.
June 1, 2021	Tuesday	2:00 p.m.
June 15, 2021	Tuesday	2:00 p.m.
June 29, 2021	Tuesday	2:00 p.m.
July 13, 2021	Tuesday	2:00 p.m.
July 27, 2021	Tuesday	2:00 p.m.
August 10, 2021	Tuesday	2:00 p.m.
August 17, 2021	Tuesday	2:00 p.m.
August 24, 2021	Tuesday	2:00 p.m.
August 31, 2021	Tuesday	2:00 p.m.
September 7, 2021	Tuesday	2:00 p.m.
September 14, 2021	Tuesday	2:00 p.m.
September 21, 2021	Tuesday	2:00 p.m.
September 28, 2021	Tuesday	2:00 p.m.

Todd Little, County Judge

Attest: _____
Krystal Valdez, County Clerk

A5

ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
SEPTEMBER 30, 2019

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INDEPENDENT AUDITOR'S REPORT

District Commissioners,
Ellis County Emergency Services District No.1:

We have audited the accompanying financial statements of the governmental activities and major fund of the Ellis County Emergency Services District No. 1, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

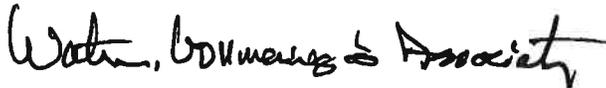
Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2019, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.



Waters, Vollmering & Associates, LLP
Mansfield, Texas
January 14, 2020

**ELLIS COUNTY EMERGENCY SERVICE DISTRICT #1
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
September 30, 2019**

	General Fund	Adjustments (Note G)	Statement of Net Position
ASSETS			
Cash and cash equivalents	\$ 445,174	\$ -	\$ 445,174
Capital assets, net of accumulated depreciation		1,471,033	1,471,033
Total Assets	<u>445,174</u>	<u>1,471,033</u>	<u>1,916,207</u>
LIABILITIES			
Accounts payable	1,843	-	1,843
Current liabilities	987	-	987
Due within one year		73,339	73,339
Due after one year		231,659	231,659
Total liabilities	<u>2,830</u>	<u>304,998</u>	<u>307,828</u>
FUND BALANCE/NET POSITION			
Fund balances:			
Restricted - retirement of long-term debt	81,269	(81,269)	-
Unassigned	361,565	(361,565)	-
Total fund balances	<u>442,834</u>	<u>(442,834)</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 445,664</u>		
Net position:			
Net investment in capital assets		1,166,035	1,166,035
Restricted for debt service fund		81,269	
Unrestricted		361,075	442,344
Total net position		<u>\$ 1,608,379</u>	<u>\$ 1,608,379</u>

See accompanying notes and independent auditor's report

ELLIS COUNTY EMERGENCY SERVICE DISTRICT #1
GOVERNMENTAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE AND
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2019

	General Fund	Adjustments (Note G)	Statement of Activities
EXPENDITURES:			
Emergency Services	\$ 6,176	\$ -	\$ 6,176
Administrative	43,686		43,686
Office facilities	51,569		51,569
Professional fees	15,360		15,360
Training	6,778		6,778
Repairs and maintenance	15,077		15,077
Utilities	10,090		10,090
Depreciation	-	145,859	145,859
Capital Outlay	115,010	(115,010)	-
Debt Service:			
Principal	71,481	(71,481)	-
Interest	9,788		9,788
Total Expenditures	<u>345,015</u>	<u>(40,632)</u>	<u>304,383</u>
PROGRAM REVENUES			
Grants & Contributions	15,000	-	15,000
Net Program Expenses	<u>15,000</u>	<u>-</u>	<u>15,000</u>
GENERAL REVENUES			
Property Taxes	364,493		364,493
Interest	1,323		1,323
	<u>365,816</u>	<u>-</u>	<u>365,816</u>
Excess of revenues over expenditures	35,801	40,632	76,433
FUND BALANCE/NET POSITION AT BEGINNING OF YEAR	<u>406,543</u>	<u>1,125,403</u>	<u>1,531,946</u>
FUND BALANCE/NET POSITION AT END OF YEAR	<u>\$ 442,344</u>	<u>\$ 1,166,035</u>	<u>\$ 1,608,379</u>

See accompanying notes and independent auditor's report

ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Ellis County Emergency Services District No. 1 (the "District"), have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") applicable to government entities. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

1. Reporting Entity

The Ellis County Emergency Services District No. 1 is a political subdivision of the State of Texas and was created thru conversion of the Ellis County Rural Fire District No. 4 by a general election in July of 1999. The District was created to provide emergency services and promote public safety, welfare, health and convenience of persons residing in the District. The District is a governmental entity organized under the Texas Health Safety Code Sec. 775.

2. Basis of Presentation

The government-wide financial statements include the statement of net position and the statement of activities. Government-wide statements report information on all of the activities of the District. Governmental activities are supported mainly by property taxes.

The statement of activities reflects the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included in program revenues are reported as general revenues.

The General Fund meets the criteria of a major governmental fund. The District has no other governmental funds.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

3. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Revenues are classified as program revenues and general revenues. Program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. General revenues include all taxes, grants not restricted to specific programs and investment earnings.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are susceptible to accrual, as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers the availability period for grants to be one year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The government reports the following major governmental fund:

The General Fund is the general operating fund of the District and is always classified as a major fund. The General Fund is used to account for all financial resources except those required to be accounted for in another fund. Major revenue sources include property taxes. Primary expenditures are for general administration, emergency services and management.

The District has no other major governmental funds.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and investments with original maturities of three months or less from the end of the fiscal year.

Capital Assets

All acquisitions of property and equipment are recorded at cost, if purchased or at fair value at date of gift, if donated. When assets are disposed of, their cost and accumulated depreciation are removed from the accounts and the resulting gains or losses are credited or charged to operations. Land is recorded at cost and it is not depreciated. Furniture and equipment is capitalized if cost is over \$1,000.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, while improvements and betterments are capitalized.

Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Building and Improvements	15-39 years
Fire Trucks	10 years
Fire Fighting Equipment	3-10 years
Furniture and Equipment	3-5 years

Property Tax

Property taxes are levied based on taxable value at January 1 and become due October 1 and past due after the following January 31. Accordingly, receivables and revenues for property taxes are reflected on the government-wide statement based on the full accrual method of accounting. Property tax receivables for prior year's levy are shown net of an allowance for uncollectible.

Long-Term Obligations

All long-term obligations are reported in the government-wide financial statements.

In general, governmental fund payables, once incurred, are paid in a timely manner and in full, from current financial resources, are reported as obligations of the funds. Bonds, capital leases and long-term loans are recognized as a liability on the fund financial statements when due.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Final settlement amounts could differ from those estimates.

Fund Balance Classification

In the governmental fund financial statements, the District reported the following types of governmental fund balances: restricted and unassigned.

Restricted – Amounts that have constraints placed on the use of their resources. These constraints can be: (a) externally imposed by creditors (e.g., debt covenants), grantors, contributors or laws/regulations of other governments; or (b) imposed by law through constitutional provision or enabling legislation. Both constraints are legally enforceable by an external party.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Unassigned – All amounts not included in other spendable classifications. The General Fund is the only fund that would report a positive amount in unassigned fund balance. Residual deficit amounts of the governmental funds would also be reported as unassigned.

Net Position

Net Position represent the difference between assets, deferred outflows of resources, deferred inflows of resources, and liabilities. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

NOTE B – CASH AND INVESTMENTS

Cash

At September 30, 2019, the carrying amount of the District's bank balance was \$445,174. The multiple bank balances were all covered by federal deposit insurance.

Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a.) Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the District was not significantly exposed to credit risk.

b.) Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name.

At year end, the District was exposed to custodial credit risk.

c.) Concentration of Credit Risk

NOTE B – CASH AND INVESTMENTS (cont.)

The risk is the risk of loss attributed to the magnitude of a government’s investment in a single issuer. At year end, the District was not exposed to a concentration of credit risk.

d.) Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment.

At year-end, the District was not exposed to interest rate risk.

e.) Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

NOTE C – CHANGES IN CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2019 is as follows:

	Balance 9/30/18	Additions	Retirements	Transfers	Balance 9/30/19
Land	\$ 70,000	\$ -0-	\$-0-	\$-0-	\$ 70,000
EMS Equipment	16,074	-0-	-0-	-0-	16,074
Communication Equipment	13,418	-0-	-0-	-0-	13,418
Building & Improvements	1,046,695	2,576	-0-	-0-	1,049,271
Firefighting Apparatus	1,025,472	-0-	-0-	-0-	1,025,472
Furniture & Fixtures	8,960	-0-	-0-	-0-	8,960
Firefighting Equipment	122,123	112,434	-0-	-0-	234,557
Total capital assets	2,302,742	115,010	-0-	-0-	2,417,752

NOTE C – CHANGES IN CAPITAL ASSETS (cont.)

	Balance 9/30/18	Additions	Retirements	Transfers	Balance 9/30/19
Less Accumulated Depreciation:					
EMS Equipment	10,872	1,867	-0-	-0-	12,739
Communication Equipment	10,416	1,814	-0-	-0-	12,230
Building & improvements	245,179	31,521	-0-	-0-	276,700
Firefighting Apparatus	449,365	74,255	-0-	-0-	523,620
Furniture & Fixtures	5,591	1,647	-0-	-0-	7,238
Firefighting Equipment	79,437	34,755	-0-	-0-	114,192
Total accumulated depreciation	<u>800,860</u>	<u>145,859</u>	<u>-0-</u>	<u>-0-</u>	<u>946,719</u>
Governmental activities capital assets, net	<u>\$1,501,882</u>	<u>\$(30,849)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$1,471,033</u>

Depreciation expense was charged to government activities of \$145,859.

NOTE D -- PROPERTY TAXES

Taxes were levied on and payable as of October 1. The District has contracted with the Ellis County Tax Assessor-Collector to collect taxes on its behalf. Current year taxes become delinquent February 1. Current year delinquent taxes not paid by July 1 are turned over to attorneys for collection action.

For tax year 2019, the assessed tax rate for the District was \$0.0916 per \$100 on an assessed valuation of \$394,085,823 used to fund 2019 activities. Total tax levy for fiscal year 2019 was \$360,983. As of September 30, 2019, the delinquent current taxes for 2019 were \$0.

NOTE E - LONG TERM DEBT

1. Governmental activities –

Notes Payable:

Note payable debt outstanding at September 30, 2019, is comprised of the following:

NOTE E - LONG TERM DEBT (cont.)

<u>Description of Debt</u>	<u>Amount</u>
Note payable to a financial institution secured a security interest in ad valorem tax revenue and all other income or receipts received or to be received by the Borrower, requiring annual installments of \$81,269 including interest at 2.60%.	\$ 304,998
Total	<u>\$ 304,998</u>

Annual debt service requirements to maturity for notes payable debt are as follows:

Year Ending September 30	Principal	Interest	Total
2020	73,339	7,930	81,269
2021	75,246	6,023	81,269
2022	77,203	4,066	81,269
2023	79,210	2,059	81,269
Total	<u>\$ 304,998</u>	<u>\$ 20,078</u>	<u>\$ 325,076</u>

Changes in long-term liabilities:

Long-term debt activity for the year ended September 30, 2019, was as follows:

	Amounts payable at beginning of year	Amounts added during year 2019	Amounts retired during fiscal year 2019	Amounts payable at end of year	Amounts due within one year
Notes payable	\$ 376,479	\$ -0-	\$ (71,481)	\$ 304,998	\$ 73,339
Total	<u>\$ 376,479</u>	<u>\$ -0-</u>	<u>\$ (71,481)</u>	<u>\$ 304,998</u>	<u>\$ 73,339</u>

NOTE F – CONTINGENT LIABILITIES

Litigation

The District is not aware of any pending or threatened litigation.

NOTE G – EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	\$ 2,417,752
Accumulated depreciation	<u>(946,719)</u>
	<u>\$ 1,471,033</u>

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities - both current and long-term-are reported in the statement of net position.

Due within one year	\$ 73,339
Due after one year	<u>231,659</u>
	<u>\$304,998</u>

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

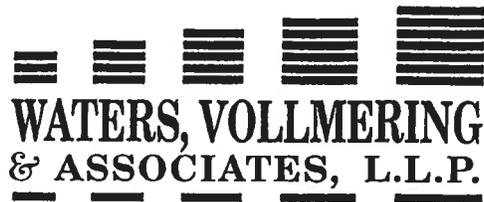
Capital outlay	\$ (115,010)
Depreciation Expense	<u>145,859</u>
	<u>\$ 30,849</u>

Repayment of notes payable is reported as expenditures in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net position and do not result in an expense in the statement of activities.

Payment of Principal	<u>\$ (71,481)</u>
----------------------	--------------------

NOTE H – Subsequent Events

The District evaluated subsequent events through January 14, 2020, which is the same date that the financial statements were issued, and no events were determined to be reported.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors,
Prairielands Public Facility Corporation

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major fund information of Prairielands Public Facility Corporation, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Prairielands Public Facility Corporation's basic financial statements, and have issued our report thereon dated January 14, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Prairielands Public Facility Corporation's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Prairielands Public Facility Corporation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Prairielands Public Facility Corporation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Prairielands Public Facility Corporation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



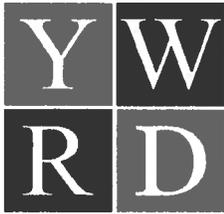
Waters, Vollmering & Associates, LLP
Mansfield, Texas
January 14, 2020

A6

**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #2**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended September 30, 2019



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

To the Board of Directors of
Ellis County Emergency Services District #2
Ovilla, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #2 (District) for the year ended September 30, 2019, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on the statement of cash receipts and disbursements.

The statement of cash receipts and disbursements is prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in a financial statement prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about the District's cash receipts and disbursements. Accordingly, the financial statement is not designed for those who are not informed about such matters.

YWRD, P.C.

YWRD, P.C.
Certified Public Accountants

Ennis, Texas
August 27, 2020

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended September 30, 2019

CASH RECEIPTS	
City of Midlothian Annexations	\$ 151,018
Property Taxes	1,041,855
Interest	6,439
TOTAL CASH RECEIPTS	<u>1,199,312</u>
CASH DISBURSEMENTS	
Administrative	26,142
Building Interest	15,129
Building Loan	135,889
CERT	914
Equipment Lease	3,492
Insurance	1,542
MFD Training Tower Construction	103,549
MFD Training Tower Equipment	28,259
Midlothian Fire Department	675,000
Ovilla Fire Department	202,000
Professional Fees	2,258
Pumper Interest	13,387
Pumper Loan	57,149
Service Contracts	3,947
Tax Collection Service	5,238
TOTAL CASH DISBURSEMENTS	<u>1,273,895</u>
DECREASE IN CASH	(74,583)
BEGINNING CASH	209,154
ENDING CASH	<u>\$ 134,571</u>

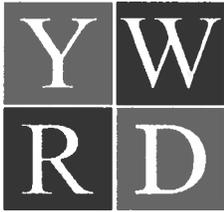
See accountant's compilation report

A7

**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #3**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended September 30, 2019



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

To the Board of Directors of
Ellis County Emergency Services District #3
Italy, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #3 (District) for the year ended September 30, 2019, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the statement of cash receipts and disbursements.

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YWRD, P.C.

YWRD, PC
Certified Public Accountants

Ennis, Texas
August 31, 2020

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #3
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended September 30, 2019

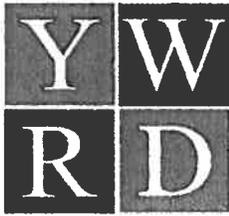
CASH RECEIPTS	
Property Taxes	\$ 151,008
Interest	1,430
Lease Agreement	6,672
TOTAL CASH RECEIPTS	<u>159,110</u>
CASH DISBURSEMENTS	
Advertising	201
Appraisal District Fee	1,868
Building and Yard Maintenance	1,610
Communications	1,109
Contract Labor	3,500
Emergency Personnel Equipment	31,100
Emergency Vehicle Fuel	1,813
Emergency Vehicle Repair	20,318
Insurance	7,194
Loan Payments	44,096
Office	767
New Fire Engine	12,000
Professional Fees	518
Payroll and Payroll Taxes	9,296
State Licenses and Permits	2,823
Training	1,688
Utilities	8,162
Volunteer Fire Department Awards Dinner	859
TOTAL CASH DISBURSEMENTS	<u>148,922</u>
INCREASE IN CASH	10,188
BEGINNING CASH	<u>122,140</u>
ENDING CASH	<u><u>\$ 132,328</u></u>

See independent accountant's compilation report.

**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #4**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended December 31, 2019



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldoll, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

To the Board of Directors of
Ellis County Emergency Services District #4
Red Oak, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #4 (District) for the year ended December 31, 2019, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on the statement of cash receipts and disbursements.

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YWRD, P.C.

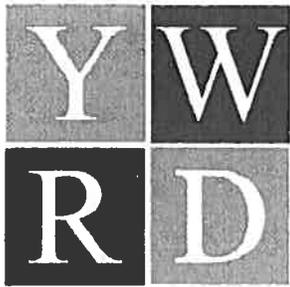
YWRD, P.C.
Certified Public Accountants

Ennis, Texas
August 21, 2020

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #4
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended December 31, 2019

CASH RECEIPTS	
Property Taxes	\$ 680,134
Interest	1,092
TOTAL CASH RECEIPTS	<u>681,226</u>
CASH DISBURSEMENTS	
Advertising	2,621
Appraisal District Fee	4,944
Insurance	1,147
Office	393
Ovilla Fire Department	70,427
Red Oak Fire Department	555,046
TOTAL CASH DISBURSEMENTS	<u>634,578</u>
INCREASE IN CASH	46,648
BEGINNING CASH	<u>123,477</u>
ENDING CASH	<u>\$ 170,125</u>

See accountant's compilation report



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

611 S. Clay St. | P.O. Box 1087 | Ennis, Texas 75120
405 Sycamore St. | Waxahachie, Texas 75165 • 109 N. Jackson Street | Kaufman, TX 75142
P: 972.878.2611 | www.ywrdcpa.com | F: 972.878.2220

Invoice

Ellis County Emergency Service District #4
Joe Bond
P.O. Box 2746
Red Oak, TX 75154

ID: 5671
Invoice: 99911
Date: 08/26/2020
Due: Upon Receipt

For professional service rendered as follows:

Preparation of December 2019 Financial Statements

\$425.00

Billed Time & Expenses

\$425.00

Invoice Total

\$425.00

Please return this portion with payment.

ID: 5671

Ellis County Emergency Service District #4

Invoice: 99911

Date: 08/26/2020

Amount Due: \$425.00

Amount Enclosed: \$ _____

Please check here if you prefer to receive your invoices/statements by email. Send to email address:

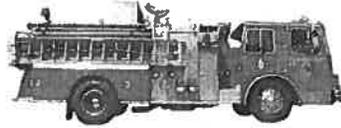
YWRD, P.C.
P.O. Box 1087
Ennis, TX 75120

PAY ONLINE AT

<https://secure.cpatcharge.com/pages/ywrdcpa/creditcard>

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ELLIS COUNTY
EMERGENCY SERVICES DISTRICT # 6
P.O. Box 2521
Waxahachie, Texas 75168



June 1, 2020

Honorable Judge Todd Little
Commissioners of Ellis County
101 W. Main Street
Waxahachie, TX 75165

Judge Little and Commissioners Court:

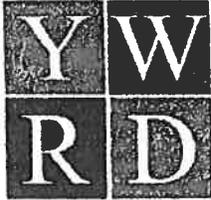
The FY2019 cash receipts and disbursement audit has been completed for the ECESD#6, by the firm of YWRD, P.C. (Yeldell, Wilson, Wood, Reeve, Diviney, P.C.), Ennis, TX, and is attached for your review.

The ECESD#6 FY2019 year is from October 2018 through September 2019.

Sincerely,

Chuck McCormack, President *CM*
Ellis County ESD#6

Attachments
Copy to File



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yaddell, CPA Glen Wilson, CPA Tracie Wood, CPA Joyce Reeve, CPA Brandon Draney, CPA

To the Board of Directors of
Ellis County Emergency Services District #6
Waxahachie, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #6 (District) for the year ended September 30, 2019, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the statement of cash receipts and disbursements.

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Management has elected to omit substantially all the disclosures ordinarily included in a financial statement prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about the District's cash receipts and disbursements. Accordingly, the financial statement is not designed for those who are not informed about such matters.

YWRD, P.C.

YWRD, PC
Certified Public Accountants

Ennis, Texas
May 15, 2020

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended September 30, 2019

CASH RECEIPTS	
Ad Valorem Taxes Collected	\$ 782,552
Grants	8,910
Interest	14,550
Insurance Proceeds	345
Insurance Dividends	1,601
TOTAL CASH RECEIPTS	<u>807,958</u>
 CASH DISBURSEMENTS	
Administrative	140,737
Appraisal District	9,878
Contracts	181,500
Dues and Membership	2,518
Education	11,044
Equipment Purchases	27,329
Gas, Diesel, Oil	11,078
Insurance	39,906
Land, Building and Building Improvements	152,596
Loan Principal and Interest Payments	144,383
Legal and Professional Fees	5,524
Vehicle Repairs and Maintenance	15,078
Utilities	19,916
TOTAL CASH DISBURSEMENTS	<u>761,487</u>
 INCREASE IN CASH	 46,471
 BEGINNING CASH AND CERTIFICATES OF DEPOSIT	 <u>963,712</u>
ENDING CASH AND CERTIFICATES OF DEPOSIT	<u><u>\$ 1,010,183</u></u>

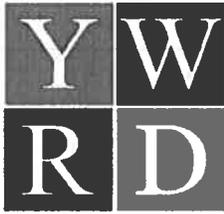
See accountant's compilation report.

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**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #7**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended December 31, 2019



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

To the Board of Directors
Ellis County Emergency Services District #7
Ennis, TX 75119

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #7 (District) for the year ended December 31, 2019, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the statement of cash receipts and disbursements.

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YWRD, P.C.

YWRD, PC
Certified Public Accountants

Ennis, Texas
August 31, 2020

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended December 31, 2019

CASH RECEIPTS	
Ad Valorem Taxes Collected	\$ 40,311
Interest	46
Other	100
TOTAL CASH RECEIPTS	<u>40,457</u>
CASH DISBURSEMENTS	
Appraisal District Fee	990
Bristol Volunteer Fire Department	25,925
Insurance	200
Office	657
TOTAL CASH DISBURSEMENTS	<u>27,772</u>
INCREASE IN CASH	12,685
BEGINNING CASH	19,128
ENDING CASH	<u><u>\$ 31,813</u></u>

See accountant's compilation report

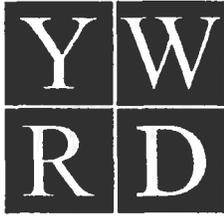
2019 Income/Expense	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Starting Balance	\$18,410.35	\$32,707.44	\$44,964.76	\$41,691.99	\$35,218.41	\$31,320.94	\$30,584.15	\$30,587.63	\$30,997.75	\$29,374.43	\$29,383.20	\$24,858.43	\$ 18,410.35
Deposits		\$100.00											\$ 100.00
Other Credits/Ellis Tax	\$14,923.82	\$13,070.34	\$1,146.83	\$737.39	\$370.95	\$295.48	\$274.95	\$596.32	\$41.14	\$5.39	\$1,746.05	\$6,703.91	\$ 39,912.57
Interest Earned	\$3.18	\$4.48	\$5.71	\$4.48	\$4.18	\$3.78	\$3.53	\$4.05	\$3.76	\$3.38	\$2.85	\$3.84	\$ 47.22
Checks	-\$629.91	-\$917.50	-\$4,425.31	-\$7,215.45	-\$4,272.60	-\$1,036.05	-\$275.00	-\$190.25	-\$1,668.22	\$0.00	-\$6,273.67	-\$868.26	\$ (27,772.22)
Ending Balance 2019	\$32,707.44	\$44,964.76	\$41,691.99	\$35,218.41	\$31,320.94	\$30,584.15	\$30,587.63	\$30,997.75	\$29,374.43	\$29,383.20	\$24,858.43	\$30,697.92	\$ 30,697.92
Category of Expense	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
BVFD		\$767.50	\$4,425.31	\$7,215.45	\$4,272.60	\$1,036.05		\$140.25	\$1,591.42		\$6,238.67	\$238.19	\$ 25,925.44
Surety Bonds	\$150.00	\$150.00						\$50.00				\$50.00	\$ 400.00
Commishner Training									\$35.00		\$35.00	\$70.00	\$ 140.00
Safe-D							\$275.00						\$ 275.00
Newspaper									\$41.80				\$ 41.80
Tax Collector	\$191.31											\$208.23	\$ 399.54
Appraisal District	\$288.60											\$301.84	\$ 590.44
Total Expense Checks	\$629.91	\$917.50	\$4,425.31	\$7,215.45	\$4,272.60	\$1,036.05	\$275.00	\$190.25	\$1,668.22		\$6,273.67	\$868.26	\$ 27,772.22

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**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #8**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended September 30, 2019



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

To the Board of Directors
Ellis County Emergency Services District #8
Avalon, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #8 (District) as of September 30, 2019, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the statement of cash receipts and disbursements.

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YWRD, P.C.

YWRD, P.C.
Certified Public Accountants

Ennis, Texas
August 21, 2020

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #8
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended September 30, 2019

CASH RECEIPTS		
Ad Valorem Taxes Collected		\$ 43,980
Interest		71
Other		810
TOTAL CASH RECEIPTS		<u>44,861</u>
CASH DISBURSEMENTS		
Avalon Volunteer Fire Department:		
Administration		1,060
Emergency Services District #8:		
Administration		32,851
Operation and Maintenance		1,875
TOTAL CASH DISBURSEMENTS		<u>35,786</u>
INCREASE IN CASH		9,075
BEGINNING CASH		<u>41,038</u>
ENDING CASH		<u><u>\$ 50,113</u></u>

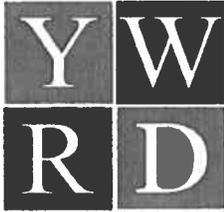
See accountant's compilation report

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**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #9**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended September 30, 2019



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

To the Board of Directors of
Ellis County Emergency Services District #9
Palmer, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #9 (District) for the year ended September 30, 2019, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on the statement of cash receipts and disbursements.

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YWRD, P.C.

YWRD, P.C.
Certified Public Accountants

Ennis, Texas
May 15, 2020

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #9
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended September 30, 2019

CASH RECEIPTS	
Ad Valorem Taxes Collected	\$ 191,974
Contributions	3,750
EMS Rental	4,140
Interest	359
Reimbursement for Utilities	2,470
TOTAL CASH RECEIPTS	<u>202,693</u>
 CASH DISBURSEMENTS	
Accounting Fees	500
Appraisal District Fee	1,457
Ellis County Collection Fees	965
Equipment Purchase	30,835
Equipment Rental & Maintenance	1,059
Fire Training/EMS	1,390
Fuel	2,001
Insurance - Liability, Directors and Officers	11,939
Principal and Interest on Note Payable	66,520
Legal	13
Miscellaneous	666
Notices	60
Safety Equipment	19,397
Telephone and Telecommunications	6,672
Truck Equipment (Appliances)	3,181
Utilities	4,745
Vehicle Maintenance	21
TOTAL CASH DISBURSEMENTS	<u>151,421</u>
 INCREASE IN CASH AND CERIFICATES OF DEPOSIT	 51,272
 BEGINNING CASH AND CERTIFICATES OF DEPOSIT	 <u>288,992</u>
ENDING CASH AND CERTIFICATES OF DEPOSIT	<u><u>\$ 340,264</u></u>

See accountant's compilation report.

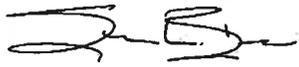
Annual Deputy Sheriff Test Materials Terms & Conditions of Lease

Please fax: 916-294-4240 or email: heidi@fpsi.com **BOTH PAGES** back to FPSI; signature required.

Subject to the following terms and conditions, **Fire & Police Selection, Inc. (FPSI)** hereby agrees to lease to the **Ellis County Sheriff's Office, TX (Client)** the right to use FPSI's National Deputy Sheriff Test **Entry-Level Written Test(s) Materials** for their police officer examinations as ordered during an annual basis. The contract is effective on September 1, 2020, and effective until August 31, 2021. FPSI will charge a \$500 annual base fee plus costs for test materials, shipping, and scoring if applicable. Under this contract, both parties agree to the following terms and conditions:

1. It is expressly understood that in selling the right to use its test(s), FPSI cannot guarantee compliance with the civil rights laws or the requirements of federal or state enforcement agencies. Nor does FPSI agree to stand as surety or otherwise immunize the Client from any civil rights liability that may result from the Client's use of the test. FPSI recommends to the Client that a job analysis and validation study would greatly improve the defensibility of the test(s). FPSI may provide consultation to the Client on a time-and-charges basis, should its entry-level test be challenged.
2. The right to use FPSI's Test Materials is leased to the Client for the internal use and benefit of the Client only. The Client agrees not to sell, rent, lease, give, lend, or otherwise disclose or provide the Test Materials to any other employer or entity, or use the Test Materials for the benefit of any other employer or entity. Test materials may not be reproduced or copied without the written permission of FPSI. The Client agrees not to provide, disclose, or otherwise reveal the Test Materials to any persons except the employees of the Client directly and necessarily involved in test administration and selections. If compromised in any capacity, the Client agrees to pay *all* validation expenses associated with the materials compromised.
3. The Client agrees that neither its officers, agents, employees, representatives, nor any persons in active concert participation with it or them, shall modify, adapt, or alter the Test Materials in any way, or develop any identical or similar tests without the prior consent, in writing, of FPSI which shall retain the copyright to all versions of the Test Materials.
4. The Client is responsible for ordering Test Materials *at least 10 business days prior* to the required day of delivery by the client. The Client is responsible for the security of all Test Materials during the lease period. It is understood by the Client that any security breaches may adversely affect FPSI's future ability to license or lease its Test Materials.
5. The Client agrees to have at least two employees count all written Test Materials and Test Booklets upon receipt of each and to provide FPSI with email, telephone or facsimile notification within 48 hours of receipt of any discrepancies between the amount FPSI shipped and the amount the Client received followed by written notification within five days. If FPSI receives no such notification within the time period specified, it will be assumed for purposes of this agreement that the Client received a complete shipment as recorded by FPSI.
6. The Client also agrees to have at least two employees count all Test Materials and Test Booklets being returned to FPSI, provide FPSI with a written record of the materials being returned and an identification of those persons who counted them.
7. The Client agrees to pay a **15% Cancellation Fee for the cost of goods if an order is cancelled after** any test materials ordered by the Client have been printed and/or shipped to the Client from FPSI.
8. The Client's lease costs are based on the options selected by the Client and will be determined at the time of ordering. This includes the annual base fee for entry-level fire or police testing, the used/unused counts, and upon the condition of all materials. These charges will be based on current FPSI Rental/Licenser Rates.

Signature:

A handwritten signature in black ink, appearing to be the initials 'J.S.' with a stylized flourish.

Date: September 2, 2020

**AGREEMENT FOR
VIDEO STREAMING SERVICES**

**ELLIS COUNTY
and
SWAGIT PRODUCTIONS, LLC**

This Agreement for Video Streaming Services ("Agreement") is made by and between Ellis County, Texas ("County"), with offices at 109 South Jackson, Waxahachie, Texas 75165, and Swagit Productions, LLC ("Provider"), a Texas Limited Liability Company, with offices at 12801 North Central Expressway, Suite 900, Dallas, Texas 75243, effective as of the date written below.

RECITALS

- A. The County desires to enter into this Agreement in order to obtain video streaming services for scheduled Commissioners meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein, in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the County desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

- 1.1 Provider agrees to provide the work and services as set forth in detail in Exhibit "A" (entitled "Scope of Services" and so called herein) attached hereto and hereby incorporated as part of this Agreement. All of the terms and conditions set forth and

pertaining to the services in Exhibit "A" shall be incorporated in this Agreement as if fully set forth herein.

- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the Commissioners Court located at, 109 South Jackson, Waxahachie, Texas 75165 (the "Site"). Before installing the same, Provider shall deliver to the County for review and consideration of approval, drawings or plans and specifications for such Installation. The County's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the County that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

2. COMPENSATION OF PROVIDER

- 2.1 Provider agrees to provide all of the services and Equipment set forth in Exhibit "A" and as described herein for the following amounts:

- (a) A one-time charge not to exceed the following amounts being purchased under Tips Contract: 190703:

- (i) **Six Thousand Two Hundred Ninety and No/100 Dollars** (\$6,290.00) for Swagit EASE hardware/software and other related (including, without limitation, Remote Installation and Configuration) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*"); and

- (ii) **Forty-One Thousand Six Hundred Ninety and No/100 Dollars** (\$41,690.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "*Avior Broadcast System*"); and

- (b) Following the Installation of all Equipment by Provider and the acceptance thereof by the County, the County shall pay to Provider a monthly fee in the amount of **One Thousand Two Hundred Seventy and No/100 Dollars** (\$1,270.00) for on-demand video streaming, live video streaming, sound search, social media eXstream and remote switching (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").

- 2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance thereof by the County, and the receipt by the County of an invoice from Provider for such work, service and Equipment; provided, however that with respect to the work,

service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-exceed amount set forth therein (or \$20,845.00) shall be due and payable not later than fifteen (15) days following the date Agreement has been signed by both parties.

- (b) Payment balance for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the Equipment by Provider and the acceptance thereof by the County.
- (c) Except as set forth herein, payments will be processed on a monthly basis (the County may elect annual basis) with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the County as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the County. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the County in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.
- 3.3 Reports to the County. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the County and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the County and the rights of the County, as set forth in the Scope of Services, and the right of the County to audit Provider's records.
- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by laws, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.
- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout

the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) it has the right and authority to sell the software to the County; (vi) all software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the County.

- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the County understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The County will need to supply the Provider with access to such TCP and UDP ports with respect to the County's Internet connection. If, such access is not given or the County's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the County shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "Avior Broadcast System") at the Site described in Section 1.2, above.
- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the County's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the County, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "Avior Broadcast System"), shall be replaced or fixed with respect to each components manufacturer's warranties.
- 3.9 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route

diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider's networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the County's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. County is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the County is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the County may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the County's Authorized
Representative:
County Judge Todd Little or his
successor in office.
Ellis County Historic Courthouse
101 W. Main St.
Waxahachie, Texas 75165

To Provider:
David Owusu
Director of Streaming
Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, Texas 75243
800-573-3160

With a copy to:

Ed DeWees
IT Technician
Ellis County
109 South Jackson
Waxahachie, Texas 75165
972-825-5036

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the County, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. **Minimum Scope and Limits of Insurance.** Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

- 1. **Commercial General Liability - Occurrence Form**
 (Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

- 2. **Workers' Compensation and Employer's Liability**

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000

	Disease-Policy Limit	\$ 500,000
3.	<u>Professional Liability</u>	\$1,000,000
4.	<u>Cyber-Liability</u>	
	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be declared to and approved by the County. If not approved, the County may require that the insurer reduce or eliminate such self-insured retentions with respect to the County, its officers, agents, employees, and volunteers.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverages:

- a. The Ellis County, its officers, officials, agents, and employees are additional insured with respect to liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
- b. The Provider's insurance shall contain broad form contractual liability coverage.
- c. The County, its, officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
- d. The Provider's insurance coverage shall be primary insurance with respect to the County, its, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
- e. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- g. The policies shall contain a waiver of subrogation against the County, its officers, officials, agents, and employees for losses arising from work performed by the Provider for the County.

2. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Provider for the County.

6.1 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be amended, suspended, voided or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the County. Such notice shall be sent directly to:

County Judge Todd Little or his successor in office.
Ellis County Historic Courthouse
101 W. Main St.
Waxahachie, Texas 75165

With a copy to:

Ed DeWees
IT Technician
Ellis County
109 South Jackson
Waxahachie, Texas 75165

6.2 **Acceptability of Insurers.** Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.3 **Verification of Coverage.** Prior to commencing work or services, Provider shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the County before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to County Judge Todd Little or his successor in office, Ellis County Historic Courthouse, 101 W. Main St., Waxahachie, Texas 75165; with a copy to **Ed DeWees, IT Technician, Ellis County, 109 South Jackson, Waxahachie, TX 75165.** The County

project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The County shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insured under its policies or Provider shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the County Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

- 7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the County;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the County;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the County as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the County may declare Provider in default under this Agreement. The County shall provide written notification of the Event of Default and any intention of the County to terminate this Agreement. Upon the giving of notice, the County may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the County; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The County may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the County, and that if the County allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the County be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the County in the event of termination of this Agreement for default, or in the event the County exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the County the balance upon written demand from the County.

8. GENERAL PROVISIONS

- 8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.
- 8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of Texas, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State Court of Ellis County, Texas, and the parties agree to submit to the personal and subject matter jurisdiction of said court.
- 8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.4 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.
- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the County or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.
- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration; Modification. This Agreement represents the entire understanding of County and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those

matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

- 8.9 Non-appropriation. If the Commissioners Court does not appropriate funds to continue this Agreement and pay for charges hereunder, the County may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the County's payment obligations hereunder. The County agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through the date of termination of this Agreement.
- 8.10 Subcontractors. This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the County. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The County shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the County for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the County and any subcontractor or sub-subcontractor.
- 8.11 No Waiver. The failure by the County to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the County of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the County may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
- 8.12 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the County and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.13 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

- 9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the County. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered

to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.

9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the County, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the County to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.

9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, counties, cities, etc.) of the County, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable. Provider agrees that County is not responsible for any liability or costs for a contract executed by provider with another political subdivision pursuant to this section.

10. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12. COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

13. AUDITOR'S CLAUSE

Provider agrees that the County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Provider involving those transactions relating to this

contract. Provider agrees that the County shall have access during normal working hours to the information at the Ellis County Auditor's Office, 101 W. Main Street, Waxahachie, Texas 75165. The County shall provide Provider with reasonable advance notice of intended audits. The Provider shall provide records within ten (10) business days or a mutually agreed upon timeline.

14. ISRAEL CLAUSE

Parties agree that the attached House Bill 89 Form is incorporated by reference as if fully set forth herein.

15. TERRORISM CLAUSE

Parties agree that the attached SB 252 Chapter 2252 Certification is incorporated by reference as if fully set forth herein.

16. FORCE MAJEURE CLAUSE

Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

Ellis County

Swagit Productions, LLC

Todd Little, County Judge

Bryan R. Halley, President

Date of Execution:

Date of Execution:

Attest:

County Clerk

EXHIBIT A
SCOPE OF SERVICES

Trial Balance for Ellis County

From 08/19/2020 To 08/30/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	38,049,822.59	898,588.81	(2,701,250.63)	36,247,160.77
2	ROAD IMPROVEMENT FUND	1,006,424.03	200.48	-	1,006,624.51
3	ROAD/BRIDGE PCT. 1	1,864,937.57	33,233.51	(55,041.45)	1,843,129.63
4	ROAD/BRIDGE PCT. 2	1,495,374.34	34,511.74	(127,750.59)	1,402,135.49
5	ROAD/BRIDGE PCT. 3	1,109,389.62	34,619.31	(55,480.06)	1,088,528.87
6	ROAD/BRIDGE PCT. 4	1,408,917.38	34,282.04	(177,702.44)	1,265,496.98
7	ADULT PROBATION	1,174,389.59	25,159.67	(110,431.78)	1,089,117.48
8	JUVENILE PROBATION	1,088,593.38	229.00	(25,558.00)	1,063,264.38
9	F/M PCT. 1	1,972,732.57	3,968.55	(75,022.89)	1,901,678.23
10	F/M PCT. 2	741,024.03	900.86	(100,372.88)	641,552.01
11	F/M PCT. 3	1,355,967.39	888.54	(27,348.48)	1,329,507.45
12	F/M PCT. 4	1,415,826.78	65,975.54	(41,712.46)	1,440,089.86
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,605.51	20.00	-	35,625.51
15	JUSTICE COURT TECHNOLOGY FUND	155,959.35	414.96	-	156,374.31
16	DC ARCHIVES RECORDS MANAGEMENT	151,307.57	325.00	-	151,632.57
17	JURY	189,643.55	277.99	(6,065.00)	183,856.54
18	PERMANENT IMPROVEMENT	2,616,880.42	1,419.49	-	2,618,299.91
19	LAW LIBRARY	32,961.64	4,423.03	(11,850.53)	25,534.14
20	TRUST AND AGENCY FUND	1,064,376.01	108,310.33	(152,266.12)	1,020,420.22
21	RECORDS MANAGEMENT	1,238,448.96	17,770.00	(9,588.00)	1,246,630.96
22	CC ARCHIVES RECORDS MANAGEMENT	2,458,861.04	17,610.00	(46,220.73)	2,430,250.31
23	ROW AVAILABLE	133,826.40	-	-	133,826.40
24	FIRE MARSHAL SPECIAL FUND	140,418.31	2,541.25	(3,778.57)	139,180.99
26	DISTRICT COURT RECORDS TECH	189,952.23	700.00	-	190,652.23
27	ROAD DISTRICT #1	1,273,789.46	-	-	1,273,789.46
28	ROAD DISTRICT #5	71,708.53	-	-	71,708.53
29	ROAD DISTRICT #16	197,472.81	-	-	197,472.81
30	CHECK PROCESSING FEE AC	176,087.16	422.23	(1,191.84)	175,317.55
31	DRUG FORFEITURE FUND	135,841.60	2,678.57	-	138,520.17
32	GEN RECORD MANAGE/PRESE	513,546.82	1,120.00	-	514,666.82
33	COURTHOUSE SECURITY FUN	122,025.78	2,713.78	-	124,739.56
34	COURT REC. PRESERVATION 51.708	106,499.50	310.00	-	106,809.50
36	ELECTIONS ADMIN FEES	21,004.19	-	-	21,004.19
38	SERIES 07 INTEREST & SINKING	5,182,304.65	3,483.14	-	5,185,787.79
40	SERIES 07 BOND PROJECT	4,994,108.61	-	-	4,994,108.61
42	SHERIFF FEDERAL DRUG FORFEITURE	314,048.91	-	(9,761.44)	304,287.47
45	ELLIS CO COMM CORRECTIONS	32,237.68	2,565.13	(13,609.74)	21,193.07
46	SHERIFF SEIZURE FUND	328,473.40	-	-	328,473.40
47	SHERIFF DRUG FORFEITURE	16,004.36	-	-	16,004.36
48	DISTRICT ATTY DRUG SEIZ	178,004.92	1,365.00	(11,846.85)	167,523.07
50	CIVIL SUPERVISION FEES	105,448.89	301.87	(7,477.32)	98,273.44
56	CONSTABLE PCT #2 FORFEITURE	173.53	-	-	173.53
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	6,862.14	387.66	-	7,249.80
65	CSCD HIGH RISK CASELOAD	5,279.20	778.45	(3,640.95)	2,416.70
72	ELLIS COUNTY LEVEE #2	405,084.71	-	-	405,084.71
73	ELLIS COUNTY LEVEE #3	272,343.33	-	-	272,343.33
74	ELLIS COUNTY LEVEE #4	7,630.81	-	-	7,630.81
		75,869,951.40	1,302,495.93	(3,774,968.75)	73,397,478.58



F2

RECEIVED
AUG 27 2020
ELLIS COUNTY AUDITOR

Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT
FISCAL YEAR 2019/2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019/2020 Budget as follows:

TRANSFER FROM		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0010-508700	Estray	\$ 842.93
	DECREASE	
	TOTAL:	\$ 842.93

TRANSFER TO		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0010-508890	Transport Expense	\$ 842.93
	INCREASE	
	TOTAL:	\$ 842.93

08/26/2020
010 - SO

Signature
Date
Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE
 _____ COMMISSIONER PCT. 1
 _____ COMMISSIONER PCT. 2
 _____ COMMISSIONER PCT. 3
 _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



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 SEP 02 2020
 ELLIS COUNTY AUDITOR

Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT
 FISCAL YEAR 2019/2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019/2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-509380	DWI Warr Review	\$ 191.12
	DECREASE	
	TOTAL:	\$ 191.12

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508470	Promotional-Printing	\$ 191.12
	INCREASE	
	TOTAL:	\$ 191.12

08/31/2020
010 - SO

Signature
Date
Department

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

APPROVED THIS _____ DAY OF _____, _____

 COUNTY JUDGE

 COMMISSIONER PCT. 1

 COMMISSIONER PCT. 2

 COMMISSIONER PCT. 3

 COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



F3

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SEP 01 2020

ELLIS COUNTY AUDITOR

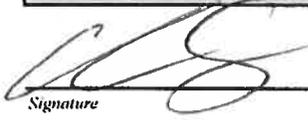
Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT
FISCAL YEAR 2019/2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019/2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508880	Compuer Service	\$ 250.77
	DECREASE	
TOTAL:		\$ 250.77

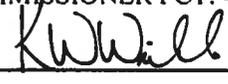
TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508030	Furn-Fixture	\$ 46.93
001-0015-508210	Jailer Uniform	\$ 203.84
	INCREASE	
TOTAL:		\$ 250.77


Signature
08/27/2020
Date
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 _____, _____

_____ COUNTY JUDGE
 _____ COMMISSIONER PCT. 1
 _____ COMMISSIONER PCT. 2
 _____ COMMISSIONER PCT. 3
 _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 



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 AUG 27 2020
 ELLIS COUNTY AUDITOR

Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019-2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-0508190	Computer	\$ 15.79
001-0050-0508430	4-H Travel	\$ 500.00
001-0050-0508050	Conference	\$ 500.00
	TOTAL:	\$ 1,015.79

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-0508010	Supplies	\$ 15.79
001-0050-0508010	Supplies	\$ 500.00
001-0050-0508010	supplies	\$ 500.00
	TOTAL:	\$ 1,015.79

<i>W. Mark</i>	08/26/2020	Ag Ext
<i>Signature</i>	<i>Date</i>	<i>Department</i>

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

APPROVED THIS _____ DAY OF _____, _____

	COUNTY JUDGE
	COMMISSIONER PCT. 1
	COMMISSIONER PCT. 2
	COMMISSIONER PCT. 3
	COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

F5



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505600	COMPFRINGE LIABILITY	\$ 2,598.00
	TOTAL:	\$ 2,598.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0020-505020	SALARIES - FULL TIME	\$ 2,175.00
001-0020-505530	SOCIAL SECURITY	\$ 167.00
001-0020-505540	RETIREMENT	\$ 256.00
	TOTAL:	\$ 2,598.00



Signature

09/01/2020

Date

Non-Dept/Maintenance

Department

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

APPROVED THIS _____ DAY OF _____, _____

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



F6



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SEP 01 2020
ELLIS COUNTY AUDITOR

ELLIS COUNTY LINE ITEM ADJUSTMENT
FISCAL YEAR 2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the CCL 1 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0380-50832	Visiting Judge	450.00
	TOTAL:	\$0.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0380-50819	Computer	450.00
	TOTAL:	\$0.00

Signature [Signature] Date 9-21-20 Department CCL #1

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

APPROVED THIS _____ DAY OF _____,

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill

F7



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AUG 26 2020
ELLIS COUNTY AUDITOR

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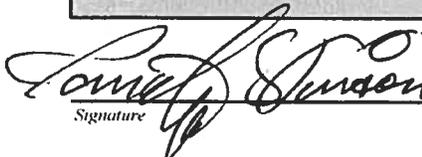
ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019/2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509080	FM1-Lumber	-\$ 15,000.00
009-0602-508680	FM1-Contract Labor	-\$ 5,000.00
	TOTAL:	-\$ 20,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509110	FM1-Gravel	\$ 15,000.00
009-0602-509140	FM1-Sign	\$ 5,000.00
	TOTAL:	\$ 20,000.00


8/20/20
RB1

Signature Date Department

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

APPROVED THIS _____ DAY OF _____, _____

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KW Will

F9



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019-2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-506010	Travel Reimb	\$ 540.00
001-0060-507030	Telephone	\$ 350.00
001-0060-508060	Dues	\$ 200.00
001-0060-508080	Auto Gas	\$ 2,100.00
001-0060-508100	Tires	\$ 200.00
001-0060-508730	Office Equip Maint Rps	\$ 610.00
TOTAL:		\$ 4,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-508010	Supplies	\$ 1,000.00
001-0060-508020	Equipment	\$ 1,000.00
001-0060-508050	Conference	\$ 500.00
001-0060-508090	Auto Repair	\$ 850.00
001-0060-508190	Computer	\$ 650.00
TOTAL:		\$ 4,000.00

Digitally signed by Alberto Mares, AICP, DR
Date: 2020.09.01 11:32:04 -05'00'

09/01/2020

Department of Development

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

F11



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR ECFM'S

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the ECFM'S Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-508020	Equipment	300.00
	TOTAL:	\$ 0.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-508080	Auto Gas	300.00
	TOTAL:	\$ 0.00 300.00

Jim Budwell 9/2/2020 Ellis County Fire Marshal
 Signature Date Department

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

APPROVED THIS _____ DAY OF _____,

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill

F12



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SEP 02 2020
ELLIS COUNTY AUDITOR

ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR 2019/2020

****Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.****

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will INCREASE/ DECREASE the 2019/2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Budgeted Fund Balance	\$ 1,701.72
	TOTAL:	\$ 1,701.72

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	\$ 1,701.72
	TOTAL:	\$ 1,701.72

08/31/2020

Sheriff Federal Forfeiture

Signature

Date

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____,

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
September 8, 2020



SHORT TITLE:
Lacey Addition
Parcel ID No. 238851

LEGAL CAPTION:
Consideration and act upon a plat of Lot 1, Block 1, Lacey Addition. The property contains ± 2.403 acres of land in the Samuel Billingsley Survey, Abstract No. 78, located on the south side of FM 2377 ± 1,505 feet east of Hollie Drive, Road and Bridge Precinct No. 1.



APPLICANT:
Matt and Lacey Hamel.



PURPOSE:
The applicant is requesting to plat one (1) lot for residential use.



HISTORY:
No other history exists for this property.



OTHER RELEVANT INFORMATION:
Thoroughfare Plan:
According to the County's Thoroughfare Plan, FM 2377 is classified as a major arterial road. Lacey Addition dedicates 15 feet of right-of-way for FM 2377, satisfying the County's minimum requirement.

Water Provider:
Rockett Special Utilities District currently provides service to the existing structure.



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



RECOMMENDATION:
The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this plat request as presented.



PREPARED AND SUBMITTED BY:
Sara Garcia
Development Process Manager



DEPARTMENT OF DEVELOPMENT
Ellis County

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

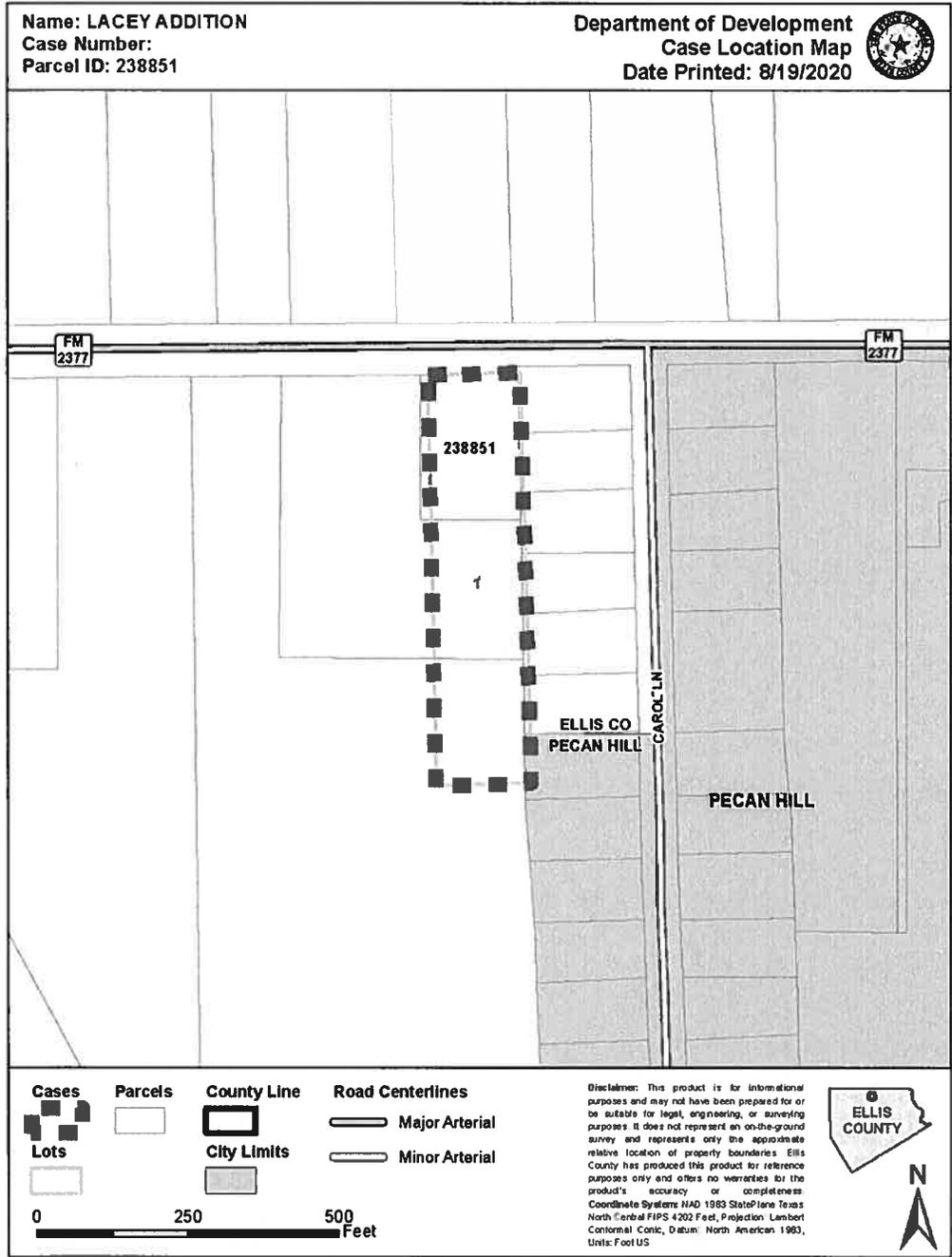


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



-86789550 32 501557 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 8/19/2020 O:\GIS\MapTemplates\Ellis County Layout\11 DOD\DOT Case Locat.mxd



AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
September 8, 2020



SHORT TITLE:

G. Martinez and Bros Estates Plat
Parcel ID No. 177823

LEGAL CAPTION:

Consideration and act upon a plat of G. Martinez and Bros Estates Plat. The property contains ± 8.498 acres of land in the R. De La Pena Survey, Abstract No. 3, located on the northwest side of Newton Road ± 2,134 feet south of Bobs Run Drive, Road and Bridge Precinct No. 1.



APPLICANT:

Gorge Martinez



PURPOSE:

The applicant is requesting to plat seven (7) lots for residential use.



HISTORY:

No other history exists for this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

G. Martinez and Bros Estates Plat dedicates 30 feet of right-of-way for Newton Road, satisfying the County's minimum requirement.

Water Provider:

Rockett Special Utilities District has confirmed availability of service to each lot via Newton Road.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this plat request as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia



DEPARTMENT OF DEVELOPMENT
Ellis County

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

Development Process Manager

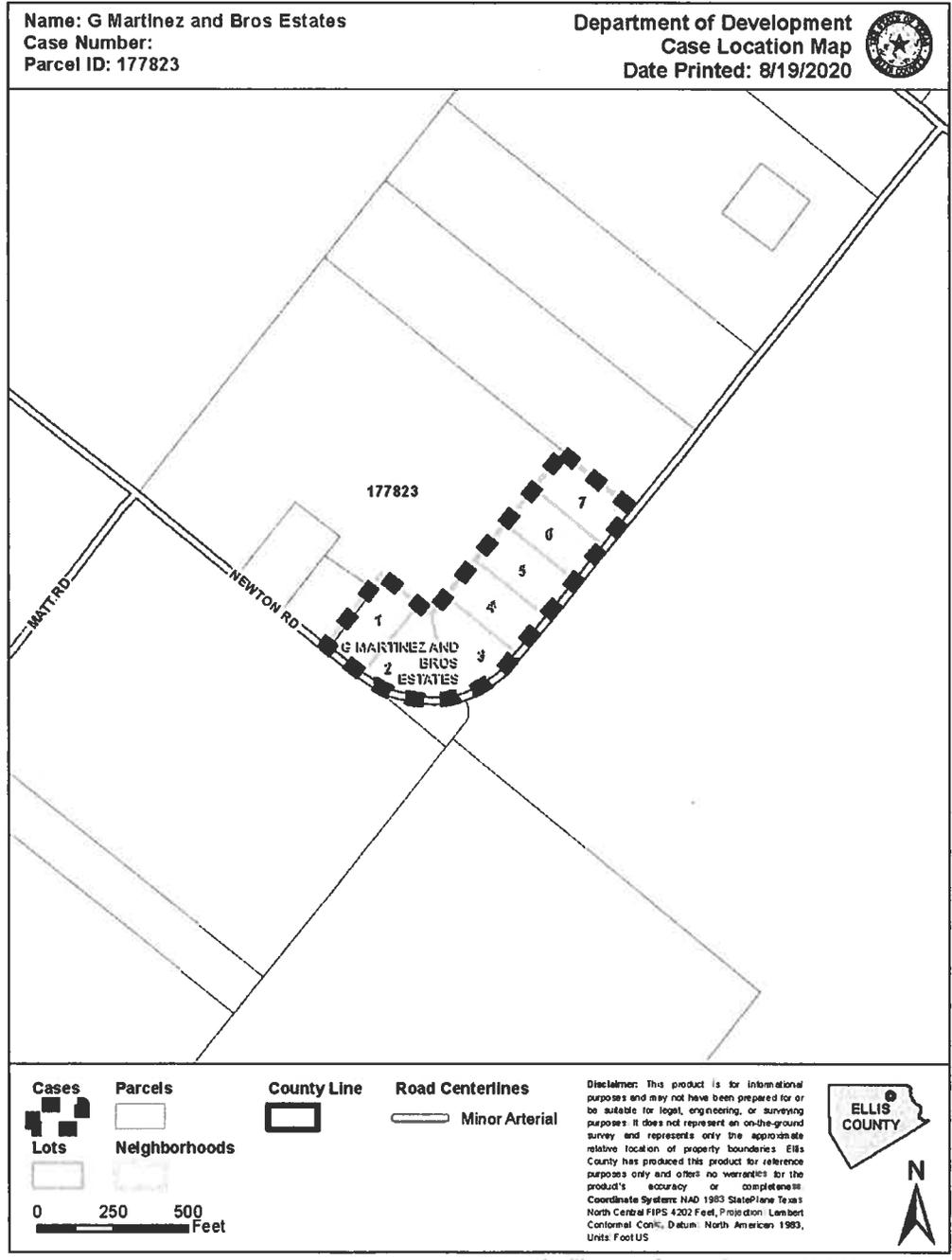


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



46649564_32.481682_Author: rebecca.charles_GIS@co.ellis.tx.us Date Printed: 8/19/2020 O:\GIS\MapTemplates\Ellis County Layout\11-DOpDOD_Case_Location.mxd



AGENDA ITEM NO. 1.3
Ellis County Commissioners' Court
September 8, 2020



SHORT TITLE:

Accept a performance bond for Bella Vista
Parcel ID No. 191729

LEGAL CAPTION:

Consideration and action for a request to accept a performance bond for the Bella Vista Subdivision (Parcel ID No. 191729). This property contains ± 40.730 acres of land in the Henry Taylor Survey, Abstract No. 1099, located on the north side FM 875, ± 1,622 feet west of the intersection of Skinner Road and FM 875 Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



APPLICANT(S):

AGC Custom Homes, Inc.



PURPOSE:

The applicant is requesting the County accept Performance Bond No. 330878 – Rev. for the construction of the **Bella Vista Subdivision**. The amount of the bond is One Million Thirty Five Thousand Three Hundred Thirty-Four Dollars and Twenty-Five Cents (\$1,035,334.25).

The Bella Vista Preliminary Plat, which consists of a 32-lot subdivision, was approved by the County on September 24, 2019. The City of Midlothian approved the preliminary plat on August 20, 2019. A final plat is forthcoming for Court consideration and approval once the infrastructure has been completed.



ANALYSIS:

Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations state that prior to construction and to ensure roads, streets, signs, underground utilities, and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the developer shall file a Construction Bond.

The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction.

The construction plans and performance bond submitted for Bella Vista Subdivision satisfy current County requirements.



RECOMMENDATION:

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

- 1) **Approve** this request to accept Performance Bond No. 330878-Rev. in the amount of is One Million Thirty Five Thousand Three Hundred Thirty-Four Dollars and Twenty-Five Cents (\$1,035,334.25). for Bella Vista, issued by NGM Insurance Company.



ATTACHMENTS:

1. Copy of Performance Bond No. 330878-Rev.
2. Draft Order



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – COPY OF PERFORMANCE BOND No. 329715

BOND#330878-Revised

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, AGC Custom Homes, Inc., (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 Todd Little, Ellis County Judge, or his successors in office (hereinafter called the Obligee), in the amount of **One Million Thirty Five Thousand Three Hundred Thirty Four & 25/100 Dollars (USD) (\$1,035,334.25)** 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 Bella Vista, Midlothian, TX 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 24th day of August, 2020.

PRINCIPAL: AGC Custom Homes, Inc

BY:

SURETY: NGM Insurance Company

BY:
Attorney-in-Fact



ATTACHMENT NO. 2 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 8th day of September 2020, 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 Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ACCEPTING PERFORMANCE BOND NO. 330878-REV ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF ONE MILLION THIRTY FIVE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$1,035,334.25) FOR A PERFORMANCE BOND FOR BELLA VISTA SUBDIVISION, CONTAINING ± 40.730 ACRES OF LAND IN THE HENRY TAYLOR SURVEY, ABSTRACT NO. 1099, LOCATED ON THE NORTH SIDE OF FM 875 ± 1,622 FEET WEST OF THE INTERSECTION OF SKINNER ROAD AND FM 875, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) 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 adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as “Development Regulations”; and,

WHEREAS, “Development Regulations,” Section VII (A) (2) (Performance Guarantees) states, “infrastructure is built according to the established regulations and any other required conditions set forth in the plat.”; and,



DEPARTMENT OF DEVELOPMENT
Ellis County

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

WHEREAS, “Development Regulations,” Section VII (B)(1) states “Prior to construction and to ensure roads, streets, signs, and underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations,”; and,

WHEREAS, “Development Regulations,” Section VII (C) (3) states, “The bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas, made payable to the County Judge of Ellis County, Texas or their successor in office”;

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

SECTION 1. ACCEPTANCE OF BOND

The Commissioners’ Court finds that the proposed bond satisfies the criteria outlined in Section VII of the adopted Development Regulations apply and hereby accept Performance Bond No. 330878-Rev issued by NGM Insurance Company in the amount of One Million Thirty Five Thousand Three Hundred Thirty-Four Dollars and Twenty-Five Cents (\$1,035,334.25) for Bella Vista Subdivision, located in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 4.

SECTION 2. CONFLICTS.

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

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

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



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PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 8TH DAY OF SEPTEMBER 2020.

Todd Little, 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:

Krystal Valdez, County Clerk

Bid Tabulation for MISCELLANEOUS CONCRETE WORK

Bid No. 2020-018

Bid Opening Date: August 27th, 2020

Buyer: Erik Test

Item #	NAME OF BIDDER & LOCATION	Location	Unit	Joe Muirhead Concrete Services Ennis, TX		J&K Excavation, LLC Italy, TX		J.C. Concrete Midlothian, TX **		Don Smith Concrete Midlothian, TX	
				Total	Total	Total	Total	Total	Total		
A	Small Repairs (potholes, curb repair, head walls, flumes or other miscellaneous work and damages that comprise less than 10% of a panel)	All Precincts	sq. ft.	\$17.50	\$40.00	\$10.35	\$60.00				
B-1	Large Repairs (Removal & disposal of damaged concrete)	All Precincts	sq. ft.	\$2.50	\$4.00	\$10.35	\$3.00				
B-2	Large Repairs (Removal & disposal of subgrade)	All Precincts	CY	\$14.00	\$50.00	\$39.41	\$40.00				
B-3	Large Repairs (Replacement of subgrade w/ road base, provided by Ellis County, and compaction of road base)	All Precincts	CY	\$10.00	\$20.00	\$44.20	\$40.00				
B-4	Large Repairs (Placement of new concrete)	All Precincts	CY	\$145.00	\$650.00	\$46.90	\$600.00				
C-1	Driveway Repairs (Removal & disposal of damaged concrete)	All Precincts	sq. ft.	\$2.50	\$5.00	\$9.80	\$5.00				
C-2	Driveway Repairs (Removal & disposal of subgrade)	All Precincts	CY	\$14.00	\$50.00	\$39.41	\$40.00				
C-3	Driveway Repairs (Removal & disposal of culvert)** J.C Concrete (\$54.00/Foot x 24 = \$1,296.00)	All Precincts	lump sum	\$500.00	\$200.00	\$1,296.00	\$1,500.00				
C-4	Installation of culvert (provided by Ellis County)**	All Precincts	lump sum	\$1,250.00	\$350.00	\$1,296.00	\$2,500.00				
C-5	Replacement of subgrade w/ road base provided by Ellis County & compaction of road base	All Precincts	CY	\$10.00	\$20.00	\$44.20	\$40.00				
C-6	Placement of new concrete	All Precincts	CY	\$155.00	\$650.00	\$46.90	\$600.00				
D-1	Additional Services Priced on an " as - needed basis".										

** Based on 24' length culvert.

 Primary Contractor Section "A" and "B"

 Primary Contractor Section "C"

2-4



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant	<u>DeVonda Spurlock, CFE</u> Cash Audits	
<u>Kim Brown</u> Assistant II	<u>Amber West</u> Assistant II	<u>Staci Parr</u> Assistant II	<u>Michelle Meiorado</u> Assistant I

August 31, 2020

Internal Revenue Service has issued IR-2020-195 Guidance (Notice 2020-65) to implement Presidential Memorandum deferring certain employee Social Security tax withholding from September 1, 2020 through December 31, 2020.

It is recommended Ellis County not participate in any deferment of Social Security taxes. Notice 2020-65 places the responsibility for collecting the employee portion on the employer (Ellis County). Any unpaid employee taxes become the responsibility of Ellis County. Deferring the Social Security taxes is not forgiving the taxes, only postponement of collecting the taxes. Participating in the deferment program would also place a tremendous burden on those calculating and auditing payroll as all calculations would be manual.

For these reasons we respectfully request you decide if Ellis County should not participate in the deferment of Social Security taxes.

Respectfully,

Janet S. Martin, CPA, CFE, Ellis County Auditor
 Hon. Cheryl Chambers, Ellis County Treasurer
 Theresa K. Taylor, SPHR, S-CP, Director of Human Resources

Part III - Administrative, Procedural, and Miscellaneous

Relief with Respect to Employment Tax Deadlines Applicable to Employers Affected by the Ongoing Coronavirus (COVID-19) Disease 2019 Pandemic

Notice 2020-65

On August 8, 2020, the President of the United States issued a Presidential Memorandum directing the Secretary of the Treasury (Secretary) to use his authority pursuant to section 7508A of the Internal Revenue Code (Code) to defer the withholding, deposit, and payment of certain payroll tax obligations.¹ Accordingly, the Secretary has determined that employers that are required to withhold and pay the employee share of social security tax under section 3102(a) or the railroad retirement tax equivalent under section 3202(a) are affected by the COVID-19 emergency for purposes of the relief described in the Presidential Memorandum and this notice (Affected Taxpayers). For Affected Taxpayers, the due date for the withholding and payment² of the tax imposed by section 3101(a), and so much of the tax imposed by

¹ The Presidential Memorandum is available at <https://www.federalregister.gov/d/2020-17899>.

² The deposit obligation for employee social security tax does not arise until the tax is withheld. Accordingly, by postponing the time for withholding the employee social security tax, the deposit obligation is delayed by operation of the regulations. Thus, this notice does not separately postpone the deposit obligation.

section 3201 as is attributable to the rate in effect under section 3101(a), on Applicable Wages, as defined herein, (collectively Applicable Taxes) is postponed until the period beginning on January 1, 2021, and ending on April 30, 2021.

Applicable Wages

For purposes of this notice, Applicable Wages means wages as defined in section 3121(a) or compensation as defined in section 3231(e)³ paid to an employee on a pay date during the period beginning on September 1, 2020, and ending on December 31, 2020, but only if the amount of such wages or compensation paid for a bi-weekly pay period is less than the threshold amount of \$4,000, or the equivalent threshold amount with respect to other pay periods. The determination of Applicable Wages is made on a pay period-by-pay period basis. If the amount of wages or compensation payable to an employee for a pay period is less than the corresponding pay period threshold amount, then that amount is considered Applicable Wages for the pay period, and the relief provided in this notice applies to those wages or that compensation paid to that employee for that pay period, irrespective of the amount of wages or compensation paid to the employee for other pay periods.

Payment of Deferred Applicable Taxes

An Affected Taxpayer must withhold and pay the total Applicable Taxes that the Affected Taxpayer deferred under this notice ratably from wages and compensation

³ Because Applicable Wages are defined as wages as defined in section 3121(a) and compensation as defined in section 3231(e), any amounts excluded from wages or compensation under these sections are not included when determining Applicable Wages.

paid between January 1, 2021 and April 30, 2021 or interest, penalties, and additions to tax will begin to accrue on May 1, 2021, with respect to any unpaid Applicable Taxes. If necessary, the Affected Taxpayer may make arrangements to otherwise collect the total Applicable Taxes from the employee.

Drafting Information

The principal authors of this notice are attorneys of the Office of Associate Chief Counsel, Employee Plans, Exempt Organizations, and Employment Taxes, with the participation of staff from other offices. For further information regarding the guidance under this notice, please call the Notice 2020-65 Hotline at (202) 317-5436 (not a toll-free number).

TEXAS ASSOCIATION *of* COUNTIES



Cybersecurity Course Enrollment Form for Counties

Under state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all elected officials and any local government employee who has access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a free cybersecurity course that has been certified by DIR and fulfills the requirements of the law.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return via email to SecurityTraining@county.org or fax to (512) 479-1807.** For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled with instructions on how to complete the training. The training should be completed by June 14, 2021. Enrollment is available on a rolling basis throughout the year.

Printed Name

Todd Little, County Judge

County Name

Ellis County

Authorized Signature

Date

Assigned Course Administrator

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses, and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Theresa Taylor

Email of Administrator: theresa.taylor@co.ellis.tx.us

Phone Number of Administrator: 972.825.5292

Position/Office of Administrator: Director, Human Resources

County IT Administrator

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT Administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and electeds.

Name of IT Administrator: Teral Crawford

Email of Registrant: teral.crawford@co.ellis.tx.us

Phone Number of Registrant: 972.825.5037

Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: Sharon Mancilla

Email of Administrator: sharon.mancilla@co.ellis.tx.us

Phone Number of Administrator: 972.825.5160

Position/Office of Administrator: HR Generalist

Name of Administrator: Charlotte Wallace

Email of Administrator: c.wallace@co.ellis.tx.us

Phone Number of Administrator: 972.825.5290

Position/Office of Administrator: HR Specialist

Name of Administrator: Jocelyn King

Email of Administrator: jocelyn.king@co.ellis.tx.us

Phone Number of Administrator: 972.825.5037

Position/Office of Administrator: Assistant IT Director