

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 9/3/2021 SUPPORTING DOCUMENT(S) ATTACHED? (XY / N)

NAME: Mark Arnold

PHONE: 972-825-5175 FAX: _____

DEPARTMENT OR ASSOCIATION: AgriLife Extension Office

ADDRESS: 701 S I-35 E, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 9/14/2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Monthly reports for Texas A&M AgriLife County Agents Arnold, Espie and Edgar

* _____
County Attorney Approval

Making a

Difference *in Ellis County*

Extension Newsletter for Commissioners Court

Overview of major programming & planning efforts for Better Living for Texans
Extension Agent, Jade Edgar, for August.

August Educational Programs & Planning:

Dates	Location - Program - Attendance:
8/9	Planning Meeting w/ Master Gardner for LGEG (2 attended)
8/10	Planning Meeting w/ Manna House (2 attended)
8/11	Planning Meeting w/ Ennis Housing Authority (2 attended)
8/16	Planning Meeting w/ Travis Elementary for LGEG (2 attended)
8/17	Regional Program Planning Meeting (via Teams)
8/18	Ellis County Early Childhood Coalition Meeting (20+ attended via Teams)
8/19	Share, Ask, Learn BLT Meeting (via Teams)

August 2021 Numbers:

<u>Educational Programming:</u>	<u>Educational Contacts:</u>	<u>Media Outreach:</u>
Programs: 0 One Shots: Participants: 0 Graduates: 0	In person meeting: 4 Virtual Meetings: 3 E-mails/Calls: 10+	Newsletter Monthly Update Reach: 265+ Facebook followers: 37 Facebook Posts: 8

Upcoming September Programs:

Dates	Location - Program:
9/14	Travis Elementary School, LGEG Session 1 Gardening & Nutrition Class
9/16	Travis Elementary School, LGEG Session 2 Gardening & Nutrition Class
9/21	Travis Elementary School, LGEG Session 3 Gardening & Nutrition Class
9/23	Travis Elementary School, LGEG Session 4 Gardening & Nutrition Class

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 240 miles

Major activities since last report

July 2021

- 8/4 Fall Prevention and Balance Class- Presented first class of four with Master Wellness Volunteer at Golden Circle Senior Center in Ennis. Class focused on identifying external sources for falls and brainstorming prevention methods. Attendees completed brief exercises focused on balance and strength (**12 participants**)
- 8/7 Waxahachie Back to School Blast- Donated 200 water bottles to Waxahachie ISD, bottles included information on 4-H and health hints (hand washing, physical activity, and healthy recipes). Program supported BLT program (**200 participants**)
- 8/7 Ellis County 4-H Banquet-Supported county council members to host banquet. Awards were given out and new county council was inducted. (**75 attendees**)
- 8/9 State Record Book Judging- Traveled to Palo Pinto for state record book judging, assisted with judging food and nutrition record books.
- 8/9 Ellis County 4-H County Council Meeting- Sat in on county council meeting, helped guide discussion and give updates from the extension office. (**10 attendees**)
- 8/13 Ellis County 4-H Kickoff- Worked with 4-H county council to organize kickoff held in Getzendaner Park. Had representation from various county clubs to inform potential families about 4-H program. (**50 participants**)
- 8/17 Regional/ FCH Program planning & D8 Admin/4-H Update Meeting- Listened to virtual meetings regarding updates and guidelines for plan submission
- 8/19 State Health Summit Planning Meeting- Virtually met with state planning committee to discuss plans for upcoming summit
- 8/24 Master Wellness Volunteer/FCH Advisory Board Meeting-Met with board to discuss past programs, upcoming programs specifically planning for Cooking Well programs in September and November. Went over cash management best practices with MWV/Advisory Board(**4 participants**)

Master Wellness Volunteer Activity:

Biweekly Fall Prevention and Balance Classes at Waxahachie Senior Center- **17 participants (average)**

Outreach:

Facebook posts 58

Major plans for next month

Cooking Well for Healthy Blood Pressure
Golden Circle Senior Center Fall Prevention and Balance Class
FCH Advisory Meeting

Liz Espie
Name
County Extension Agent – Family& Community Health
Title

Ellis
County
8/31/2021
Date

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

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FCH Advisory Meeting

Liz Espie

Name

County Extension Agent – Family& Community Health

Title

Ellis

County

8/31/2021

Date

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

NAME: Mark Arnold

TITLE: County Extension Agent –
Ag/Natural Resources

COUNTY: Ellis

MONTH: August 2021

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
8/2	Waxahachie Area-Homeowner Consultation	6		
8/3	Waxahachie-Hillsboro-Return – D-8 In-service Planning	90		
8/4	Waxahachie-Dallas-Return – 4-H Banquet Planning	62		
8/7	Waxahachie Area – 4-H Awards Banquet	6		
8/9	Waxahachie Area/Adult Leaders/Council	2		
8/11	Waxahachie -Valera – D-8 Ag Agent In service	212		
8/13	Valera – Waxahachie – District 8 Ag Agent In service	212		
8/18	Waxahachie Area – Farm Bureau Ag Report, 4-H Beef Project Workshop, ECYE Meeting	29		
8/24	Waxahachie Area-Dallas-Return – TDA Applicator Training, State Fair Entry Delivery	86		
8/26	Waxahachie Area-Future Facilities Needs Meeting	3		
8/28	Ennis Area – Central High Volunteer Fire Department Benefit	32		
8/31	Midlothian Area- Homeowner Consultation	17		
	Total	757		

Other expenses in field (list)

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

Date: 9/2/2021

Signed: _____



EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 757****Selected major activities since last report****August 2021**

- 8/7 Ellis County 4-H Awards Banquet, Agent assisted FCH agent, 4-H members, parents, and leaders with planning and conducting annual 4-H Awards Banquet.
- 8/9 Agent assisted and advised FCH Agent and 4-H members, parents, and leaders during regular meeting of the Ellis 4-H County Council and Adult Leaders meeting. Upcoming enrollment kickoff meeting and other events were planned and discussed.
- 8/11,12,13 Agent, 4-H Agent and FCH Agent traveled to Waco to assist with the District 8 4-H Record Agent attended District 8 Ag Agent In-Service Training at Valera, Tx., where programmatic updates and agent plans of work for 2022 were discussed.
- 8/17 Agent attended In-Service Training via ZOOM covering District 4-H activities, contests and 2022 programs.
- 8/18 Agent presented 15-minute Pod Cast with local Farm Bureau President John Paul Dineen discussing "Fall Armyworm Damage, Thresholds and Control." 4-H Beef Workshop held with **18** 4-H Beef Members, parents, and leaders participating in. Agent met with **21** area Ag Science Teachers, volunteers, and Show Officials to discuss and plan 2022 Ellis County Youth Expo set for March/April 2022.
- 8/24 Agent conducted monthly TDA Private Applicator Training for 2 area ag commodity producers. Agent coordinated, completed, and mailed/delivered entries made by Ellis County 4-H members for Fall Fair, West Texas State Fair, **21 Ellis 4-H members**, East Texas State Fair, **10 Ellis 4-H members**, State Fair of Texas, **46 Ellis 4-H members**, Heart of Texas Fair **23 Ellis 4-H members**.
- 8/28 Agent assisted LAB member and Central High Fire Chief Greg Sellers with their annual Bardwell/Central High Volunteer Fire Department Breakfast. Dinner and meal prepared for over 300 participants.

Phone calls, emails and Home and Farm consultations as needed and warranted.

Educational Programming

Programs	8+
Participants	286+

Educational Contacts

Site Visits 4-H	10
Site Visits Ag	7
Telephone	375
MG/MN Telephone	28
Office Visits	24
E-Mails	464
Newsletter/Letters	535
E-Gardening Newsletters	1605

Media Outreach:

Website hits	389
News Releases	8
Facebook posts	5
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

9/2	District 8 4-H PDC meeting,	Waco, TX
9/2,3,4,5	West Texas State fair British Breeds Heifer Show	Abilene, Tx
9/4	Master Gardener Grill Fest @ Farmers Market	Waxahachie, TX
9/8	District 8 In-Service Meeting/Training	Stephenville, TX
9/9,16,23,30	Master Gardener Intern Class Training	Waxahachie, TX
9/10,11,12	West Texas State Fair, Continental Breeds Heifer Show	Abilene, TX
9/13	West Texas State Fair Livestock Judging Contest	Abilene, TX
9/14	Master Naturalist Intern class training, "Range Ecology"	Waxahachie, TX
9/15	Leadership Advisory Board Meeting	Waxahachie, TX
	Ellis County Youth Expo Meeting	Waxahachie, TX
9/15,16,17,18	West Texas State Fair, Junior Steer Show	Abilene, TX
9/18	Ellis County Youth Expo, Wild Game Dinner	Waxahachie, TX
9/20	Texas Department of Agriculture Private Applicator Training	
	4-H Beef Project Workshop	Waxahachie, TX
9/21,22	Statewide Major Show Steer Classification Guideline Meeting	Hillsboro, TX
9/22,23,24,25	East Texas State Fair Heifer Show,	Tyler, TX
9/24,25	State Fair of Texas Market Lamb Show	Dallas, TX
9/26,27	State Fair of Texas Market Goat Show	Dallas, TX
9/26,27,28,29,30	State Fair of Texas Swine Show	Dallas, TX
9/28,29,30	State Fair of Texas Steer Show	Dallas, TX

Mark Arnold
Name
County Extension Agent – Ag/Natural Resources
Title

Ellis
County
9/2/2021
Date

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (**Y** / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>Staci Parr</u> First Assistant Auditor	<u>Patricha Crver</u> Assistant Auditor - Financial
<u>DeVonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Kim Brown</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit	<u>Michele Henson</u> Assistant Auditor– Transactional Audit

Date: August 3, 2021

To: Tim Birdwell
Ellis County Fire Marshal

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Fire Marshal's Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for the deposits made on June 11th:

- Treasurer's receipt amount balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for this deposit.
- No voided receipts were noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Fire Marshal's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

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Date: August 3, 2021

To: Melanie Reed
Ellis County District Clerk

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of District Clerk's Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office and daily Auditor reports to review the receipts for these dates. The following items were noted for deposits made on June 7th:

- Treasurer's receipt amount balanced with the amount of direct deposit, cash and check payments from listed receipts.
- No missing receipts were noted for this deposit.
- No voided receipts were noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County District Clerk's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

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<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit	<u>Michele Henson</u> Assistant Auditor– Transactional Audit

Date: August 3, 2021

To: Krystal Valdez
Ellis County Clerk

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of County Clerk Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office and the daily receipt reports to review the receipts for these dates. The following items were noted for deposits made on June 7th, 15th and 29th:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- Four voided receipts were noted for the deposits listed. All were reissued on the same day.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Clerk's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>Staci Parr</u> First Assistant Auditor	<u>Patricha Cryer</u> Assistant Auditor - Financial
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Date: August 10, 2021

To: Cheryl Chambers
Ellis County Treasurer

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Treasurer's Office Audit

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with your office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from your office to review the deposits for these dates. The following items were noted for deposits made for cash receipts on the dates listed previous:

- Bank deposits match the receipt totals on Treasurer's cash receipt report.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Cash deposits were posted up to 1 day from receipt.
- Check deposits were posted same day.
- EFT receipts were made 1 to 7 days after received in bank.

We conclude that deposits for monies receipted by the Treasurer's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock
DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>Staci Parr</u> First Assistant Auditor	<u>Patricha Crver</u> Assistant Auditor - Financial
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Date: August 10, 2021

To: Jackie Miller Jr.
Justice of the Peace Pct #2

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Justice of the Peace Pct #2 Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office and the Auditor's report to review the receipts for these dates. The following items were noted for deposits made on the previous listed dates:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipt were noted for these deposits.
- Deposits were made in a timely manner to the Treasurer's office.

We conclude that receipts collected by the Justice of the Pct #2 are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>Staci Parr</u> First Assistant Auditor	<u>Patricha Crver</u> Assistant Auditor - Financial
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Date: August 10, 2021

To: Steve Egan
Justice of the Peace Pct #4

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Justice of the Peace Pct #4 Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office and the Auditor's reports to review the Receipts for these dates. The following items were noted for deposits made on June 7th, 15th, and 29th:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- One voided receipt was noted for these deposits that was reissued the same day.
- Deposits were made in a timely manner to the Treasurer's office.

We conclude that receipts collected by the Justice of the Pct #4 are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

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Date: August 10, 2021

To: Chris Macon
Justice of the Peace Pct #1

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Justice of the Peace Pct #1 Audit

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office and Auditor's reports to review the receipts for these dates. The following items were noted for deposits made on June 7th and 29th:

- Treasurer's receipt amount balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposit made on the 29th was 7 days after the earliest receipt.

We recommend deposits be made no later than the 5th business day after the money is received as required by Local Government Code 113.022.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>Staci Parr</u> First Assistant Auditor	<u>Patricha Crver</u> Assistant Auditor - Financial
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Date: August 10, 2021

To: Brad Norman
Ellis County Sheriff

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Bail Bond Receipts

During the month of June, our office has done a random audit of the bail bond cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office and the report sent to the Auditor's office to review the receipts for these dates. The following items were noted for deposits made on June 7th, 11th, and 29th:

- Treasurer's receipt amounts balanced with the total of listed receipts.
- No missing receipts were noted for these deposits.
- One voided receipt was noted for these deposits that was reissued the same day.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Sheriff's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

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Date: August 10, 2021

To: Brad Norman
Ellis County Sheriff

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Sheriff's Office Revenue Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for deposit made on June 7th:

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- No voided receipts were noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Sheriff's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>Staci Parr</u> First Assistant Auditor	<u>Patricha Crver</u> Assistant Auditor - Financial
<u>DeVonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Kim Brown</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit	<u>Michele Henson</u> Assistant Auditor– Transactional Audit

Date: August 10, 2021

To: Curtis Polk, Jr.
Ellis County Constable Pct #3

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Constable Pct #3 Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for the deposit made on June 11th, 15th, and 29th:

- Treasurer's receipt amount balanced with the total of listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Constable Pct #3's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>Staci Parr</u> First Assistant Auditor	<u>Patricha Crver</u> Assistant Auditor - Financial
<u>DeVonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Kim Brown</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit	<u>Michele Henson</u> Assistant Auditor– Transactional Audit

Date: August 10, 2021

To: Jana Onyon
Ellis County Election Administrator

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Election Department Receipts

During the month of June, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are June 7th, 11th, 15th, and 29th. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for deposit made on June 11th:

- Treasurer's receipt amount balanced with the total amount of listed receipts.
- No missing receipts were noted for this deposit.
- No voided receipts were noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Election Department are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits



Office of Ellis County Judge Todd Little

Commissioners' Court Dates for Fiscal Year 2021 – 2022

October 5, 2021
October 19, 2021
November 2, 2021
November 16, 2021
November 30, 2021
December 14, 2021
December 28, 2021
January 11, 2022
January 25, 2022
February 8, 2022
February 22, 2022
March 8, 2022
March 22, 2022
April 5, 2022
April 19, 2022

May 3, 2022
May 17, 2022
May 31, 2022
June 14, 2022
June 28, 2022
July 12, 2022
July 26, 2022
August 2, 2022
August 9, 2022
August 23, 2022
August 30, 2022
September 6, 2022
September 13, 2022
September 20, 2022
September 27, 2022

Minute Order _____

Approval Date _____

Judge Todd Little, Ellis County Judge

Attest: _____
Krystal Valdez, Ellis County Clerk

Texas Commission on Environmental Quality
Texas Emissions Reduction Incentive Grants Program
On-Road Replacement Project
CONTRACT NUMBER: 582-19-93086-0249
AMENDMENT NUMBER 01

In accordance with ARTICLE 24 of the GENERAL CONDITIONS, the Texas Commission on Environmental Quality (TCEQ) and Ellis County RB Precinct #3 (PERFORMING PARTY), agree to amend Contract Number 582-19-93086-0249.

Effective with this Amendment:

1. The Contract is amended to reflect a change of equipment. The change of equipment increased NO_x emissions reduction and has no impact on the Total Contract Amount Not To Exceed.
2. The SCOPE OF WORK is amended to include updated information to the tables in the following article:

ARTICLE 7. VEHICLES BEING REPLACED now reads:

Activity Number	Vehicle Description	Vehicle Make	Vehicle Model	Vehicle Year	VIN # (last 4 digits)	Engine Make	Engine Model	Engine Year	Engine ID	NOx Std Rate (g/bhp-hr)
001	Dump Trucks	FRHT	Freightliner	1998	7595	Cummins	M11-330 ESP+	1997	34876244	5.0

The effective date of this Amendment is the date of last signature. All other terms, conditions, and requirements remain unchanged and shall apply to all modifications made through this Amendment.

CHANGES AUTHORIZED BY:

Texas Commission on Environmental Quality

Ellis County RB Precinct #3

By: _____
 Ms. Dana Johnson
 Manager, Monitoring and Fiscal Section

By: _____
 Mr. Todd Little
 Judge

Date of Signature: _____

Date of Signature: _____

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – AUGUST 31, 2021

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, AUGUST 31, 2021, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE:

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

RANDY STINSON, COMMISSIONER, PCT. 1

LANE GRAYSON, COMMISSIONER, PCT. 2, (COUNTY JUDGE PRO TEM.)

PAUL PERRY, COMMISSIONER, PCT. 3

KYLE BUTLER, COMMISSIONER, PCT. 4

OPENING COURT

COUNTY JUDGE PRO TEM. CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE. – *KYLE BUTLER, COMMISSIONER, PRECINCT #4*

CONSENT AGENDA:

MINUTE ORDER 382.21 APPROVING CONSENT AGENDA

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, COUNTY TREASURER*
- A2 APPROVING COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM AUGUST 17, 2021. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A3 APPROVING OF INTERLOCAL WORK BETWEEN ELLIS COUNTY, PCT. # 1, AND THE CITY OF PECAN HILL. REFERENCE INTERLOCAL MINUTE ORDER 507.20. INTERLOCAL WORK INCLUDES 8 HOURS OF POT HOLE REPAIRS ON VARIOUS STREETS. – *RANDY STINSON, COMMISSIONER, PRECINCT #1*
- A4 APPROVING OF INTERLOCAL COOPERATION CONTRACT BETWEEN ELLIS COUNTY AND THE CITY OF MIDLOTHIAN, TERM AGREEMENT THROUGH DECEMBER 31, 2022. – *KYLE BUTLER, COMMISSIONER, PRECINCT # 4*

- A5 APPROVING THE RENEWAL OF THE STATE CASE REGISTRY/LOCAL CUSTOMER SERVICE (SCR/LCS) CONTRACT BETWEEN ELLIS COUNTY AND THE STATE ATTORNEY GENERAL'S OFFICE BEGINNING SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2026. – *MELANIE REED, DISTRICT CLERK*
- A6 APPROVING AND AUTHORIZING THE ELLIS COUNTY TREASURER, CHERYL CHAMBERS AND THE ELLIS COUNTY AUDITOR, JANET MARTIN TO SERVE AS REPRESENTATIVE OF ELLIS COUNTY, TX TO THE INTERNAL REVENUE SERVICE AND ELLIS COUNTY JUDGE, TODD LITTLE TO SIGN IRS FORM 2848. – *CHERYL CHAMBERS, COUNTY TREASURER*
- A7 APPROVING OF REQUESTED PERMISSION FOR CHERYL CHAMBERS, COUNTY TREASURER, TO ISSUE A CHECK TO FIVE STAR FORD IN THE AMOUNT OF \$32,811.79 TO PURCHASE A FORD F-250 FOR EMERGENCY MANAGEMENT. CHECK TO BE ISSUED FOR DELIVERY ON SEPTEMBER 1, 2021. – *JANET MARTIN, COUNTY AUDITOR*

FINANCIAL:

- F1 **FY2020-21 LINE ITEM TRANSFER – *TODD LITTLE, COUNTY JUDGE***
DECREASE 001-0140-508020 EQUIPMENT BY \$192.44;
INCREASE 001-0425-508010 SUPPLIES BY \$192.44.
- F2 **FY2020-21 LINE ITEM TRANSFER – *ALBERTO MARES, DEPARTMENT OF DEVELOPMENT***
DECREASE 001-0060-507030 TELEPHONE BY \$300.00;
DECREASE 001-0060-508100 AUTO TIRES BY \$400.00;
DECREASE 001-0060-508730 OFFICE EQUIPMENT MAINT./REPAIRS BY \$800.00;
INCREASE 001-0060-508020 EQUIPMENT BY \$800.00;
INCREASE 001-0060-508050 COMPUTER BY \$700.00.
- F3 **FY2020-21 LINE ITEM TRANSFER – *BRAD NORMAN, COUNTY SHERIFF***
DECREASE 001-0015-508140 INMATE FEEDING BY \$27,598.00;
INCREASE 001-0015-507020 REPAIRS BY \$27,598.00.
- F4 **FY2020-21 LINE ITEM TRANSFER – *JANET MARTIN, COUNTY AUDITOR***
DECREASE 063-0963-508070 ARPA OPERATING EXPENDITURES BY \$1,250,000.00;
INCREASE 018-0908-507020 PERMANENT IMPROVEMENT BY \$1,250,000.00.
- F5 **FY2020-21 LINE ITEM TRANSFER – *JANET MARTIN, COUNTY AUDITOR***
DECREASE 063-0963-409941 ARPA REVENUE BY \$32,811.79;
DECREASE 063-0963-508070 ARPA OPERATING EXPENSE BY \$32,811.79;
INCREASE 063-0963-508070 ARPA OPERATING EXPENSE BY \$32,811.79;
INCREASE 001-0430-508110 AUTO PURCHASE/INSURANCE BY \$32,811.79.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

PURCHASING

MINUTE ORDER 383.21 (2.1) APPROVING TO PURCHASE OFFICE 365 SOFTWARE SEATS FOR 509 USERS USING BUYBOARD CONTRACT #579-19 WITH SHI GOVERNMENT SOLUTIONS, LLC IN THE ONE-TIME AMOUNT OF \$199,528.00.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 384.21 (2.2) APPROVING TO PURCHASE BITTITAN, USER MIGRATION BUNDLE, USING BUYBOARD CONTRACT #579-19 WITH SHI GOVERNMENT SOLUTIONS, LLC, IN THE ONE-TIME AMOUNT OF \$6,630.00.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 385.21 (2.3) APPROVING TO PURCHASE OFFICE 365 EMAIL MIGRATION PROFESSIONAL SERVICES (COUNTY EMPLOYEES), USING BUYBOARD CONTRACT #579-19 WITH SHI GOVERNMENT SOLUTIONS, LLC, IN THE ONE-TIME AMOUNT OF \$41,232.00.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 386.21 (2.4) APPROVING TO PURCHASE OFFICE 365 EMAIL MIGRATION PROFESSIONAL SERVICES (SHERIFF'S OFFICE), USING BUYBOARD CONTRACT #579-19 WITH SHI GOVERNMENT SOLUTIONS, LLC, IN THE ONE-TIME AMOUNT OF \$29,866.00.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

To 2.6

MINUTE ORDER 387.21 (2.6) APPROVING TO PURCHASE A GENERAC RG10090GNAC COMMERCIAL 100KW GENERATOR AND TRANSFER SWITCH IN AN AMOUNT OF \$32,392.35 FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM FACILITY EXPANSION USING THE BUYBOARD COOPERATIVE CONTRACT #577-18 FROM CRAWFORD ELECTRIC SUPPLY COMPANY.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 388.21 (2.7) APPROVING TO PURCHASE A 2021 FORD F-250 PICK-UP FOR EMERGENCY MANAGEMENT DEPARTMENT IN AN AMOUNT OF \$32,811.79 USING BUYBOARD CONTRACT #601-19 WITH SAM PACK'S FIVE STAR FORD TO BE FUNDED WITH MONEY FROM THE AMERICAN RECOVERY PLAN ACT.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

ADMINISTRATIVE

NO ACTION (3.1) DISCUSSION, CONSIDERATION, AND APPROVAL OF PROPOSED TRAFFIC FLOW CHANGES AT THE INTERSECTION OF CUNNINGHAM MEADOWS ROAD AND OLD MAYPEARL ROAD. – *TED KANTOR, COUNTY ENGINEER*

MINUTE ORDER 389.21 (3.2) APPROVING TO AUTHORIZE THE COUNTY JUDGE TO SIGN A CERTIFICATE AS THE JUDGE OF ELLIS COUNTY, TEXAS WITH RESPECT TO THE APPROVAL OF THE TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION HOSPITAL REVENUE REFUNDING BONDS (BAYLOR SCOTT & WHITE HEALTH PROJECTS) SERIES 2019A ISSUED TO REFINANCE CERTAIN FACILITIES LOCATED WITH THE COUNTY IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. – *MATT McCABE, NORTON ROSE FULBRIGHT*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 390.21 (3.3) APPROVING THE REMOVAL OF THE OLD JAIL CELL THAT IS CURRENTLY LOCATED IN THE FRONT JAIL LOBBY. REQUESTING THE CELL BE CUT UP AND DEEMED SURPLUS/SALVAGE PROPERTY. AFTER REMOVAL, PURCHASING DEPARTMENT CAN PROCESS ANY OF SAID PROPERTY TO BE SOLD, AND ANY FUNDS REMITTED BACK TO THE SHERIFF'S OFFICE. – *BRAD NORMAN, COUNTY SHERIFF*

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

NO ACTION (3.4) PRESENTATION REGARDING CHANGE FROM INNOPRISE SOFTWARE TO CITYSUITE SOFTWARE BY HARRIS. THE FUNCTION OF CITYSUITE WILL REQUIRE ADDITIONAL TRAINING. CITYSUITE IMPLEMENTATION PLANNED FOR MARCH 2022 AFTER ALL YEAR END PAYROLL AND CONTRACTOR RELATED FORMS ARE ISSUED. – *JANET MARTIN, COUNTY AUDITOR*

MINUTE ORDER 391.21 (3.5) APPROVING TO REINSTATE LONGEVITY PAY FOR ALL EMPLOYEES PER LGC 152.906. REINSTATEMENT WOULD TAKE PLACE OCTOBER 2021. – *JANET MARTIN, COUNTY AUDITOR*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 392.21 (3.6) APPROVING TO PAY COMPENSATION TIME FOR ALL NON-SHERIFF OFFICE EMPLOYEES USING THE GENERAL FUND. COMPENSATION TIME TO BE PAID BASED ON BALANCES AS OF SEPTEMBER 30, 2021. PAYMENT TO BE MADE ON OCTOBER 22, 2021. – *JANET MARTIN, COUNTY AUDITOR*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 393.21 (3.7) APPROVING TO PAY COMPENSATION TIME FOR SHERIFF OFFICE EMPLOYEES USING ARP FUNDS. COMPENSATION TIME TO BE PAID TO ALL EMPLOYEES IN THE SHERIFF'S OFFICE, INCLUDING DETENTION OFFICERS, BASED ON BALANCES AS OF SEPTEMBER 30, 2021. PAYMENTS TO BE MADE ON OCTOBER 22, 2021. – *JANET MARTIN, COUNTY AUDITOR*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 394.21 (3.8) APPROVING TO REMOVE THE CITY OF MIDLOTHIAN FROM THE ELLIS COUNTY EMERGENCY OPERATION PLAN EFFECTIVE 08.31.21. THE CITY OF MIDLOTHIAN INITIATED THEIR OWN STATE-APPROVED EMERGENCY OPERATION PLAN ON JULY 27, 2021. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 395.21 (3.9) APPROVING THE ELLIS COUNTY EMERGENCY OPERATION PLAN – BASIC PLAN, DATED FEBRUARY 10, 2021. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 396.21 (3.10) APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ELLIS COUNTY YOUTH EXPO. THE MOU WITH PROVIDE A FRAMEWORK FOR BOTH ENTITIES TO RENDER ASSISTANCE AND SERVICES TO VICTIMS OF DISASTER, AS WELL AS OTHER SERVICES WITH COOPERATION MAY BE MUTUALLY BENEFICIAL. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

MINUTE ORDER 397.21 (3.11) APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ELLIS COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA). THE MOU WITH PROVIDE A FRAMEWORK FOR BOTH ENTITIES TO RENDER ASSISTANCE AND SERVICES TO VICTIMS OF DISASTER, AS WELL AS OTHER SERVICES WITH COOPERATION MAY BE MUTUALLY BENEFICIAL. — *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

To 2.5

MINUTE ORDER 398.21 (2.5) APPROVING TO RENEW THE FOLLOWING BID FOR A PERIOD ENDING FEBRUARY 28, 2022: BID NO. 2019-017 ARMORED CAR SERVICES FOR ELLIS COUNTY USING CHOICE PARTNERS COOPERATIVE CONTRACT #18/068MR.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

RECESS REGULAR SESSION TO ENTER PUBLIC HEARING:

MOTION TO RECESS BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

PUBLIC HEARING

MOTION TO ENTER P1 BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

(P1) PUBLIC HEARING ON ANY SALARIES, EXPENSES, OR ALLOWANCES THAT ARE PROPOSED TO BE INCREASED FOR ELLIS COUNTY ELECTED OFFICIALS FOR BUDGET FY 2021-2022, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §152.013.

PUBLIC PARTICIPANTS: AMY HEDTKE, WAXAHACHIE; JAMES PARKS, WAXAHACHIE

MOTION TO EXIT P1 BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

RECONVENE TO REGULAR SESSION:

MOTION TO RECONVENE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

To 3.5

MINUTE ORDER 399.21 (3.5) REOPENING AND RECONSIDERING AGENDA ITEM 3.5.

MOTION TO REOPEN & RECONSIDER BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 400.21 (3.5) RESCINDING THE REINSTATEMENT OF LONGEVITY PAY FOR ALL EMPLOYEES PER LGC 152.906. – *JANET MARTIN, COUNTY AUDITOR*

MOTION TO RESCIND BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 401.21 (3.5) APPROVING TO REINSTATE LONGEVITY PAY FOR ALL EMPLOYEES PER LGC 152.906, EXCLUDING ELECTED OFFICIALS. REINSTATEMENT WOULD TAKE PLACE OCTOBER 2021. – *JANET MARTIN, COUNTY AUDITOR*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

To 3.12

MINUTE ORDER 402.21 (3.12) APPROVING AN INCREASE OF 5% TO ALL COUNTY-FUNDED ELECTED OFFICIAL SALARIES, EXCLUDING THE SHERIFF; COUNTY COURT AT LAW JUDGE SALARIES TO REMAIN THE SAME AS SCALE SET BY OFFICE OF COURT ADMINISTRATION FOR FY2021-2022; INCREASE SHERIFF SALARY TO \$112,000.00; INCREASE JUVENILE BOARD SUPPLEMENT BY 5%; ALL CONFERENCE AND TRAVEL ALLOWANCES TO REMAIN THE SAME. – *TODD LITTLE, COUNTY JUDGE*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED WITH COMMISSIONER GRAYSON VOTING NAY.

ADJOURNMENT 3:17 P.M.

MOTION TO ADJOURN BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON AUGUST 31, 2021,
ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

PAUL PERRY, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 14TH DAY OF SEPTEMBER 2021.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020-2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2020/2021 Budget as follows:

TRANSFER FROM:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Rows include Salary, Official Bond-Dues, Operating Expenses, Radio, DWO Warrant Review, and a TOTAL row.

TRANSFER TO:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Rows include Staff Travel & Expense, Shipping-Postage, Auto Gas-Oil, Auto Repairs, Auto Tires, Crime Scene, Training, Promotional & Printing, Pre Empl Screening, Contract Services, and a TOTAL row.

Signature of Department Head

September 8, 2021

Date Signed

010 / SO

Department

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

APPROVED THIS _____ DAY OF _____, 2021

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

Approved by County Auditor's Office:

Signature of County Auditor's Office

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020-2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2020-2021 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-506010	Mileage	\$ 1,000.00
001-0360-508050	Conference	\$ 2,000.00
001-0360-508080	Auto Gas	\$ 3,500.00
001-0360-508330	Court Reporting	\$ 1,500.00
001-0360-508350	Training	\$ 2,000.00
	TOTAL:	\$ 10,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-508070	Operating Expenditure	\$ 10,000.00
	TOTAL:	\$ 10,000.00

Signature: Ann Montgomery Date: 9/9/2021 Department: DA

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: Staci A. Parr

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR 2020-2021

****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 2020-2021 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508590	System Administration Fees	\$ 49,765.00
	TOTAL:	\$ 49,765.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-509420	Election Expenses	\$ 15,765.00
001-0210-506010	Travel Reimbursement	\$ 400.00
001-0210-508230	Legal Notices	\$ 600.00
001-0210-508480	Part Time Election Salaries	\$ 31,800.00
001-0210-507030	Telephone	\$ 1,200.00
	TOTAL:	\$ 49,765.00


Signature

9/9/21
Date

Elections
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: 

COMMISSIONERS COURT AGENDA REQUEST

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County Attorney Approval

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ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR FY 2020-21

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the FY 2020-21 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-507030	Supplies	\$ 200.00
001-0060-508060	Dues	\$ 150.00
	TOTAL:	\$ 350.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-506010	Travel Reimb	\$ 30.00
001-0060-508020	Equipment	\$ 160.00
001-0060-508090	Auto Repairs	\$ 160.00
	TOTAL:	\$ 350.00

Signature

09/07/2021

Date

Department of Development

Department

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

APPROVED THIS _____ DAY OF _____, _____

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

REVIEWED BY COUNTY AUDITOR'S OFFICE:

COMMISSIONERS COURT AGENDA REQUEST

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NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR _____

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50805-00000-000	Conference	\$1,000.00
	TOTAL:	\$ 0.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
01-0450-50808-00000-000	Auto Gas	\$1,000.00
	TOTAL:	\$ 0.00

Tim Bidwell 9/8/2021 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: Staci A. Paw

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020-2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2020-2021 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508060	Official Bond-Dues	\$ 300.00
001-0015-508070	Operating Expense	\$ 980.00
001-0015-508140	Inmate Feeding	\$ 48,952.97
001-0010-508680	Professional Services	\$ 300.00
001-0015-508730	Bldg Mech Cont	\$ 1,555.00
001-0015-508880	Computer Software	\$ 6,000.00
	TOTAL:	\$ 58,087.97

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-507020	Repairs	\$ 50,000.00
001-0015-508030	Furn-Fixtures	\$ 2,300.00
001-0015-508120	Radio	\$ 971.97
001-0015-508210	Uniforms-Jailer	\$ 2,800.00
001-0015-508650	Pre Empl Screening	\$ 2,016.00
	TOTAL:	\$ 58,087.97


09/08/2021
015 - JAIL

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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NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

**ELLIS COUNTY BUDGET
2020\2021 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2020\2021 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0611-508010	Supplies	\$1000.00
001-0611-508020	Equipment	\$445.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0611-508190	Computer Equipment	\$1,445.00

[Signature]
Signature of Department Head

09/09/2021
Date Signed

Pct. 1 Constable Office
Department

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

APPROVED THIS _____ DAY OF _____, 2020\2021

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

Approved by County Auditor's Office:

[Signature]

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 9-8-21 SUPPORTING DOCUMENT(S) ATTACHED? (N)

NAME: Paul Perry

PHONE: 972-825-5340

FAX: _____

DEPARTMENT / ASSOCIATION: RB3

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 9-14-21

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion and possible action to return to the Covid exposure and illness policy allowing each Ellis County employee up to 10 paid Covid Sick days for exposure to the Covid virus and 10 Covid sick days after a positive test for the Covid 19 Virus. Both subject to subsequent negative tests or doctor's statement allowing return to work.

* _____
County Attorney Approval

COVID-19 Paid Time-off Policy

(effective 09/14/2021 through 03/31/2022)

1. COVID-19 Paid Sick Leave will be made available to the following:

Any employee who is subject to a Federal, State, or Local Health Authority quarantine order) or physician's directive due to a positive COVID-19 test.

- Documentation of the employee's positive COVID-19 test must be provided to Human Resources. Paid leave starts on the first day of documented illness by physician or positive test results. Documents must be clearly dated and verifiable to be accepted.
- Paid leave cannot exceed 80 hours for the period starting 09/14/2021 and ending 03/31/2022.

2. COVID-19 Paid Quarantine Leave will be made available to the following:

Any employee who has been told to quarantine by physician directive or due to direct exposure to someone with a positive COVID-19 test.

- Employees who self-quarantine due to caring for an individual who is subject to a quarantine or isolation order who lives in their immediate household.
- Employees who are exposed to Covid-19 (i.e. home, work, or other). Documentation of exposure must be provided to Human Resources.
- To care for a child who has been exposed or diagnosed with Covid-19 and is required to quarantine.
- Paid leave cannot exceed 80 hours for the period starting 09/14/2021 and ending 03/31/2022.

3. Unpaid Time Off / Use of Personal Leaves

Employees absent from work due to the following reason must use their own available leave: (sick, comp time, then unpaid leave; vacation time may be used if other leaves are not available at the employee's request).

- Employees who choose to self-quarantine for any reason not specifically covered by Covid-19 Paid Leave or Covid-19 Quarantine Leave.

4. Additional administrative paid leave may be granted by the elected official if deemed appropriate due to work-related exposure.

5. Licensed Peace Officers are not limited by this policy and should follow guidelines set by Ellis County's Quarantine Leave Policy under H.B. 2073 (2021).

6. All work-related exposures must be reported to Human Resources.

Quarantine vs. Isolation

- You **quarantine** when you might have been exposed to the virus.

- You **isolate** when you have been infected with the virus, even if you don't have symptoms.

If You Are Sick - ISOLATE

- Stay home. Do not leave your home, except to get medical care. Do not visit public areas.
- Take care of yourself. Get rest and stay hydrated. Take over-the-counter medicines, such as acetaminophen, to help you feel better.
- Stay in touch with your doctor. Call before you get medical care.
- Separate yourself from other people - As much as possible, stay in a specific room and away from other people and pets in your home. If possible, you should use a separate bathroom. If you need to be around other people or animals in or outside of the home, wear a mask.
- Monitor your symptoms - including fever, cough, or other symptoms.
- Get Tested - If you have symptoms of COVID-19, get tested.
- If you are sick, wear a mask over your nose and mouth if you must be around other people or animals, including pets (even at home). You don't need to wear the mask if you are alone. If you can't put on a mask (because of trouble breathing, for example), cover your coughs and sneezes in some other way. Try to stay at least 6 feet away from other people. This will help protect the people around you. Masks should not be placed on young children under age 2 years, anyone who has trouble breathing, or anyone who is not able to remove the mask without help.
- Do not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people in your home.
- If a caregiver or other person needs to clean and disinfect a sick person's bedroom or bathroom, they should do so on an as-needed basis. The caregiver/other person should wear a mask and disposable gloves prior to cleaning.

If You Are Exposed – QUARANTINE

Quarantine if you have been in close contact (within 6 feet of someone for a cumulative total of 15 minutes or more over a 24-hour period) with someone who has COVID-19, unless you have been fully vaccinated. People who are fully vaccinated do NOT need to quarantine after contact with someone who had COVID-19 unless they have symptoms.

What to do

- Stay home for 14 days after your last contact with a person who has COVID-19.
- Watch for fever (100.4°F), cough, shortness of breath, or other symptoms of COVID-19.
- If possible, stay away from people you live with, especially people who are at higher risk for getting very sick from COVID-19.

After quarantine

- Watch for symptoms until 14 days after exposure.
- If you have symptoms, immediately self-isolate and contact your local public health authority or healthcare provider.

You may be able to shorten your quarantine - Options they will consider include stopping quarantine:

- After day 10 without testing; no fever & symptoms improving
- After day 7 after receiving a negative test result (test must occur on day 5 or later)

THE STATE OF TEXAS §

COUNTY OF ELLIS §

AMENDED ORDER TO DESIGNATE AUXILIARY COURTHOUSE
EFFECTIVE SEPTEMBER 14th, 2021

WHEREAS, the Ellis County Commissioners Court recognizes the importance of in-person court proceedings and desires to facilitate timely and safe proceedings;

WHEREAS, the City of Waxahachie, Texas desires to lease a large ballroom space to Ellis County, Texas (“County”), located at the Waxahachie Civic Center (“Civic Center”) 2000 Civic Center Ln., Waxahachie, TX 75165;

WHEREAS, designating the Civic Center as an auxiliary courthouse will provide County with a large space to accommodate social-distancing protocols during in-person jury selection;

WHEREAS, Texas Local Government Code Section 292.001 provides that the commissioners court of a county may lease a building or rooms, other than the courthouse, for the housing of county or district offices, county or district courts, or for the conducting of other public business, if the commissioners court determines that the additional building or rooms are necessary;

WHEREAS, the Civic Center is located inside the municipality designated as the county seat pursuant to Texas Local Government Code Section 292.004;

WHEREAS, the Civic Center is not intended to replace the courthouse but instead shall serve as a temporary space to meet public safety needs during the COVID-19 pandemic; and

WHEREAS, the Ellis County Commissioners Court approved the Civic Center’s designation as an auxiliary courthouse on April 6, 2021 in order to facilitate a safer, socially distanced, environment for jury trial proceedings.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF ELLIS COUNTY THAT: The Order to Designate the Civic Center as an Auxiliary Courthouse is hereby amended and extended until December 31st, 2022, unless modified by subsequent order of the Ellis County Commissioners Court.

IT IS FURTHER ORDERED: The Commissioners Court of Ellis County, Texas makes the following findings: providing an auxiliary courthouse will help accommodate social-distancing protocols during in-person jury selection. Designating the Civic Center, located at 2000 Civic Center Ln., Waxahachie, TX 75165, as an auxiliary courthouse serves a necessary and public purpose.

PASSED AND APPROVED BY COMMISSIONERS COURT this ____th day of September, 2021.

Todd Little,
COUNTY JUDGE

Randy Stinson,
COMMISSIONER PCT. #1

Lane Grayson,
COMMISSIONER PCT. #2

Paul Perry,
COMMISSIONER PCT. #3

Kyle Butler,
COMMISSIONER PCT. #4

ATTEST: _____
County Clerk, Krystal Valdez

Waxahachie Civic Center

P.O. Box 757, 2000 Civic Center Lane, Waxahachie, Texas 75168
(469) 309-4040 - Fax 1 (469) 309-4048



THE STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE

This agreement, made and entered into this _____ day of _____, _____, by and between the City of Waxahachie, acting by and through its Civic Center Director, hereinafter called Lessor, and _____, hereinafter called Lessee, witness:

I. That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the following described space, facilities and premises located in the Waxahachie Civic Center and grounds, City of Waxahachie, County of Ellis, Texas, to wit:

to be used for the purpose of _____ and for no other purpose without the written consent of the Lessor for a term commencing at _____ o'clock _____ m. on the _____ day of _____, _____, and terminating at _____ o'clock _____ m. on the _____ day of _____, _____, together with the further right of access to, and a limited use thereof for _____ hours prior to the hour first stated and _____ hours after the last stated, for the purpose of putting in equipment, preparing the premises and equipment for use, and packing up and removing equipment afterwards.

II. Lessee hereby covenants and agrees to pay to Lessor, at its office, for use of said premises:

a. The sum of _____ dollars (\$ _____), or _____ % of the gross receipts of such performance or event, whichever amount is greater.

b. And charges as follows:

- Space _____
- Early move in (1/2 Reg. Rate) _____
- Late move out (1/2 Reg. Rate) _____
- Security officers _____
- Misc. _____
- Misc. _____

TOTAL _____

c. The balance due, if any, on a percentage basis for a ticketed event, shall be paid immediately after the holding of the performance or event. Such payment to be supported by a detailed box office statement; and Lessee further covenants and agrees to pay to Lessor on demand any and all sums which may be due to Lessor for additional services, accommodations or materials furnished to or loaned to Lessee, a copy of the request by Lessee for additional services, if any, is attached hereto and made a part hereof for all purposes, and Lessee agrees to permit the Civic Center Director, in case of failure to pay any sum due to Lessor, to take from the box office receipts belonging to Lessee, a sufficient amount to pay said sums to Lessor.

d. Further, Lessor does hereby grant unto the Lessee the right to designate the Civic Center, located at 2000 Civic Center Ln., Waxahachie, TX 75165, as an auxiliary courthouse pursuant to Local government Code Section 292.001 to serve a necessary and public purpose.

III. The Civic Center Director reserves the right to refuse rental and facilities of the Waxahachie Civic Center unless full payment is made as stipulated in this contractual agreement.

IV. This agreement is made and entered into upon the following covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform:

1. Indemnities and Insurance:

(a) Lessee hereby covenants and agrees to hold harmless and relieve and discharge the City of Waxahachie, its officers and employees, from any and all liability for loss, injury, or damages to any person or persons for personal injuries or death of any person or persons, or loss or damage to property occasioned by or sustained by reason of the occupancy and use of the Waxahachie Civic Center and/or the facilities thereof.

(b) Lessee hereby covenants and agrees to pay for any and all damage to the Civic Center building and damage to or loss of any of the property or equipment of the Civic Center or for any other City property, resulting **directly** from such occupancy or use of the Civic Center, by or through the negligence and/or the acts of Lessee, his agents, employees or any person or persons participating in or attending the performance, attraction, event or affair in connection with or during said use and occupancy.

(c) Lessee at the discretion of Lessor, shall secure at its own expense and provide Lessor with evidence that it has comprehensive general liability insurance, including products and liquor liability, in the amount of One Million and No/100 (\$1,000,000.00) Dollars written and issued by an insurance company authorized by the State Board of Insurance at Austin, Texas, to do business in the State of Texas (see also Rules and Regulations). **Lessor shall be named as certificate holder or as additionally insured in said policy of insurance.**

_____ INITIALS

(d) Lessee shall at the discretion of the Civic Center Director procure Workmen's Compensation Insurance protecting the agents and/or employees of Lessee as required by the laws of the State of Texas. Lessee agrees to pay or cause to be paid all compensation, medical, or hospital bills which may become due or payable thereunder, and to protect and indemnify Lessor from and against any and all liability by reason of injury to the agents and/or employees of Lessee.

2. PREMISES

(a) Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises hereinabove specifically described for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the general public.

(b) Neither the halls nor ramps of said building or premises, nor the sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for any other purposes than **ingress or egress**, and Lessee will not permit any chairs or moveable seats to be or remain in the passageways, and will keep such passageways clear at all times.

(c) Lessor, through its Civic Center Director, police officers, firemen and other designated representatives, shall have the right at any time to enter any portion of the premises hereinbefore described for any purpose whatsoever and the entire Civic Center building and facilities, including the premises expressly covered by this agreement, shall at all times be under the charge and control of the Civic Center Director, or his authorized agent. The keys to the premises shall remain in possession of Lessor or its Civic Center Director, but during the period covered by this agreement, the entrances and exits of the premises shall be locked under the direction of Lessee in accordance with the terms of this contract.

(d) Lessee shall not assign this agreement or any part thereof, nor suffer any use of said premises other than herein specified, without the written consent of Lessor.

(e) If the Lessee, being entitled to possession hereunder shall fail for any reason to take possession of or use the premises **without the written** consent of Lessor, **no rent refund** shall be made and any payment made to Lessor shall be taken by Lessor and the full rent called for by this agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by the Lessee to the Lessor.

(f) In case the premises covered by this agreement, or the building of which such premises are a part be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other cause herein specified shall render the fulfillment of this contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

(g) The Lessee accepts such premises as suitable for the purposes for which same are leased and accepts the building and each and every appurtenance thereof, and waives defects therein and agrees to hold Lessor harmless from all claims for any such damage.

(h) The lessee shall return the facility as closed to the condition it was received. Any major repair or outside cleaning cost will be passed on to the lessee. All trash must be bagged and removed after the event is completed in the civic centers outside dumpster. Bags will be provided by the center. The time it takes to clean is part of the event time and if more time is needed additional cost will occur.

(i) **Cancellation and Rescheduling Policy is 30 days**, written notification must be received no later than 30 days prior to the event to receive any refund. **All** cancellations or rescheduling requests must be in writing.

3. EXPIRATION OF LEASE:

(a) At the expiration of this lease, as hereinbefore set forth, Lessee shall quit the premises and return to the Civic Center Director all equipment and facilities procured in as good condition and repair as when acquired except for ordinary wear and use.

(b) Lessor reserves the right after the termination of the time for which the said premises are rented by this agreement to remove from the building all effects remaining therein and to store the same wherever it sees fit in its name, or at its option, in the name of Lessee but at the **cost, expense and risk of Lessee**, and Lessor shall not be liable in any way to Lessees on account of so removing and storing any such effects. For such additional period beyond the term of this agreement as any effects of Lessee may so remain in the building Lessor shall be entitled to charge a sum per day.

4. UTILITIES:

(a) Lessor shall furnish at Lessor's expense, heat, water, lights and air conditioning necessary for Lessee's use during the term of this contract deemed necessary by the Civic Center Director, and all necessary janitor service deemed necessary by the Civic Center Director and cause the premises hereinabove described to be kept clean and generally cared for during the term of this contract, except that Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights or air conditioning due to an act of God or the failure of equipment to operate or function properly through no fault or act of Lessor. All utilities will be furnished from present openings on the premises covered by this agreement, and no gasoline, oil flashlights or any other artificial lighting or light plants or electrical equipment shall be permitted. No engine, motor or machinery shall be operated on the premises without the written consent of the Civic Center Director.

(b) Unless otherwise authorized by the Civic Center Director, all plumbing, electricity, or carpenter work to be done on the premises in connection with the use authorized herein and all electrical current or domestic gas required shall be done or furnished by Lessor, or its approved representative, for which Lessee shall pay Lessor for on the basis of the rates set forth in the schedule of rates on file in the office of the Civic Center Director. Any connection or disconnection to the above systems must be completed by the Waxahachie Civic Center's technician. All electrical equipment must be U.L. and City of Waxahachie approved. Access to equipment rooms or utility boxes are prohibited without authorization from a facility staff member.

INITIALS _____

5. **CONCESSION SALES. Lessor reserves unto itself for its assigned agents the sole right to:** (a) Sell or dispense programs, librettos, periodicals, books, magazines, newspapers, soft drinks flowers, tobaccos, candies, foods, phonograph records, clothing articles, snack foods, novelties, or any related merchandise commonly sold or dispensed in the Civic Center.

(b) Lessor or its assigned agents shall allow the Lessee or its authorized representative to dispense or sell the said items only on written consent of the Civic Center Director or Lessor's agent. Lessee agrees to pay to Lessor or its agent a percentage of the gross sales receipts on the basis of the rates set forth in the schedule of rates on file in the office of the Civic Center Director.

6. **PARKING LOTS.** Lessor reserves the right to maintain and operate the Civic Center parking lots located within the area under the supervision and control of the Civic Center Director.

7. PERSONNEL.

(a) Rental of the premises hereinabove described at the rates provided shall not entitle the Lessee to any personal service in connection with the staging of the event or attraction for which the permit is issued, provided, however, that the Civic Center Director may in his discretion, furnish at no extra cost, the services of those employees of the City of Waxahachie who are regularly employed as a part of the Civic Center Staff, but such service shall not include extra services not normally provided by the Civic Center and not normally performed by the Civic Center Staff. Lessee shall hire and pay the salaries of all other employees required in connection with the event of attraction including the salaries of all stage employees, front lamp operators, projectionists, ticket takers, ushers, doormen and off duty Waxahachie Police, County Deputies or State Troopers.

(b) Lessor reserves the right at all times to control the ushers, gatemen, ticket takers and all other employees of Lessee and the right to remove from the premises any and all such employees of Lessee and the right, with its officers and agents, including police officers, to eject any objectionable person or persons from the building and premises. Lessee hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless Lessor, of and from any and all claims, demands and liability for any loss, damage or injury to said ushers, gatemen, ticket takers, invitees and all other employees of Lessee arising out of the exercise of this authority; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of Waxahachie and its officers and employees on account thereof.

8. **PROGRAM REQUIREMENT.** Lessee shall file with the Civic Center Director, at least ten (10) days prior to holding the performance or attraction authorized herein, a full and detailed outline of all facilities required, all stage requirements, the corridor, public address system, spotlight requirements, estimated attendance and chair set-up and such other information as may be required by the Civic Center Director concerning such event or attraction.

9. **SCHEDULING.** Unless otherwise specified in writing, the Civic Center Director shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee. All reservations made for the purpose of rehearsing shall be subject to cancellation by the Civic Center Director with 24-hour notice when it is in the best interest of the Civic Center Director and the City of Waxahachie.

10. Lessee shall not sell or distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described.

11. **TICKET PRICES.** Lessee is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved by the Civic Center Director, when said sales are subject to a percentage.

12. **OPENING HOURS.** Lessee must open the doors of his attraction as advertised unless otherwise agreed upon as necessity indicates.

13. **INTERMISSION.** Lessee agrees that for all programs lasting two hours or more, excepting religious services or other engagements specifically excluded, an intermission of not less than twenty (20) minutes shall be held, subject to modification by the Civic Center Director when necessary to meet unusual conditions.

14. CONDUCT OF ENTERTAINERS AND SHOW MANAGERS WITH YOUNG PEOPLE'S ATTRACTION.

(a) Entertainers are to sign no autographs or leave the backstage and dressing room areas except to appear on stage for performance.

(b) No souvenirs or novelty items should be sold that lend themselves to being thrown.

(c) Conduct of entertainers while giving their performance should not be such as to deliberately indicate or entice patrons to leave their seats, or tend to create hazardous, uncontrollable crowd situation. Examples of conduct to avoid should be physical contact with members of the audience; throwing of items and souvenirs to audience or picking up items thrown by audience.

(d) Emcees are instructed to admonish crowd and make appeals for good conduct indicating consequence to those who leave their seats.

(e) Level of illumination in seating area must be sufficient to allow surveillance of the crowd and to readily detect disturbances.

15. **EXHIBIT ENTRANCES.** All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the hereinabove described premises only at such entrances as may be designated by the City Center Director.

16. **MOVIE PROJECTORS.** No moving picture machines or films in excess of 16mm. size or any nitro-cellulose film will be permitted in the Civic Center Building unless same shall have been first approved by the Civic Center Director and the fire marshal for the City of Waxahachie.

17. **TICKET AND ACCOUNT CONTROL OF LESSEE.** In connection with any use of the Civic Center facilities upon a percentage basis, the Civic Center Director shall have the right, whether such right is expressly mentioned in the lease or not, to prescribe the form of tickets, accounts, records, and reports that shall be used by Lessee in staging the event or attraction and in accounting for the gross receipts thereof, and at any and all times make, by himself or by his

INITIALS _____

authorized representative such investigation or inspection of any or all of Lessee's tickets, accounts, records, and reports as may, in his opinion, be required for the purpose of verifying the amount of such gross receipts. Whether provided in this lease, or not, the Lessee shall secure all admission or other tickets from a bonded ticket printing company with the approval of the Waxahachie Civic Center Director, and Lessee shall direct that said ticket company transmit the ticket manifest directly to the Civic Center Director, and samples of all passes and the number of passes which may be issued must meet with the approval of the Civic Center Director, Lessee shall be required to account for the unpaid admission in excess of the approved number of passes, as though the full admission charge had been paid therefor. Lessee shall pay all taxes on tickets used in connection with the performance, exhibition or entertainment.

18. **HANDLING OF FUNDS.** In the handling, control, custody and keeping of funds, whether the same are received through the box office or otherwise, the Civic Center Director is acting for the accommodation of Lessee, and as to such funds the Civic Center Director and/or the City of Waxahachie shall not be liable to Lessee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft or defalcation is caused or done by employees of the City of Waxahachie or otherwise; nor shall any officer or employee of the City of Waxahachie be liable for any loss, theft or defalcation of such funds unless he willfully caused or permitted the same or unless it was proximately caused by his own gross negligence.

19. **FIRE HAZARDS.** Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything that will increase the fire hazard or the rate of insurance on the said building or premises therein. Lessee shall not bring or permit any person to bring into said building or premises any animals or any other property of any kind, without the consent of the Civic Center Director and shall not place or put up any decorations without the consent of the Civic Center Director. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, equipment or other things placed therein without the consent of Lessee.

20. **FIRST AID** Any event that estimates 1000 or more participants, lessee is to provide certified first aid personnel during the event time. An approved list of EMT's is available or the lessee can choose an outside source as long as a 30-day written notice is given (See Contractors Requirements). Lessee assumes total responsibility for the qualifications and actions of first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the Waxahachie Civic Center before close of business day.

21. **HANDLING OR POSTERING.**

(a) Lessee will not cause or permit any nails or other things to be driven into any portion of any building in the Civic Center, nor any signs to be affixed either to the exterior or interior thereof or to any property thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Civic Center or the furnishings or equipment thereof, or the adjoining city owned parking areas, nor do, nor permit to be done anything which will damage or change the appearance of any building or the furnishings thereof. Lessee shall pay the cost of repairing any and all injury and damage which may be done to the said buildings or any of the fixtures, or furnishings, or equipment thereof by any act of Lessee or any of its employees or agents or anyone visiting the premises upon the invitation of the Lessee including all patrons of the attraction or function for which Lessee is hereby renting the premises hereinabove described. It is expressly agreed that the Civic Center Director shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible. The decision of the Civic Center Manager shall be final.

(b) If in connection with the purpose or use for which Lessee is renting the premises any of the permanent seats, any portion of the stage, or floor, or ceiling tiles, or other furnishings or fixtures are moved or removed, Lessee agrees to pay the cost of replacing the same and putting them back in the same condition and place as they were before such removal.

(c) Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards, or printing of any description, inside or in front, or on any part of any Civic Center Building, except upon any regular billboard or similar area provided by the Lessor therefor, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards, or printing of any description upon said billboards or similar areas as relate to the performance or exhibition to be given in the said premises; and Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters, or card or printing of any description objected to by said Lessor or its Civic Center Director.

22. **LICENSES AND LAWS.** Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Waxahachie and all rules and requirements of the Ellis County Sheriff's Department, City Police and Fire Departments, or other county or municipal authorities in Ellis County and the City of Waxahachie, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on the hereinabove described premises during the term of this agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of Lessee is called to any such violation on the part of said Lessee, or of any person employed by or admitted to said premises by said Lessee, such Lessee will immediately desist from and correct such violations.

23. **BROADCASTING.** No Lessee shall broadcast or telecast or authorize or permit to be broadcast or telecast from the hereinabove described premises or any Civic Center property or the adjoining city owned parking lots over any radio or television system any part of any event or program or speech of whatsoever nature, until and unless the Civic Center Director shall grant his written permission therefor. Written permission will not be required for radio or television stations to tape or film segments of the performance, event, program or speech for news reporting purposes.

24. **POLICE PROTECTION.** Lessee shall furnish salaried security personnel for such police protection as may be required by the Civic Center Director during the occupancy of such Lessee, and if any Lessee fails or refuses to furnish salaried security guards for police protection satisfactory to the Civic Center Director, the Civic Center Director may furnish same and charge the cost thereof to Lessee.

INITIALS _____

25. LOST ARTICLES. The Civic Center Manager or his representative shall have the sole right to collect and have the custody of articles left in the premises hereinabove described by persons attending any performance, exhibition, or entertainment given or held in the premises, and the Lessee or any person in the Lessee's employ shall not collect nor interfere with the collection or custody of such articles.

26. STORAGE. Lessor assumes no responsibility whatsoever for any property placed in or on said premises, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy of said premises under this agreement; and all watchmen or other protective service desired by the Lessee must be arranged for by special arrangement with the Civic Center Director.

27. ILLEGAL PERFORMANCE. Lessee hereby agrees that no performance, exhibition or entertainment shall be given or held in the premises herein described which is illegal, indecent, obscene or immoral, and should any such exhibition or performance or any part thereof be deemed by the Civic Center Director to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the said Civic Center Director on the part of the Lessor, shall have the right to demand of Lessee that he immediately delete such portions of the production as have received such criticism, or to rewrite or have changed the said attractions so that it will not be publicly offensive and the Lessee agrees immediately upon receipt by it of such notice to make such changes.

28. ADVERTISEMENTS. Lessee shall not circulate or publish or cause to be published or circulated any advertisement, tickets, placard, or other written or printed matter wherein Lessor's name or the Civic Center is mentioned or referred to without first having obtained written consent and approval of the Civic Center Director.

29. Lessee will not sell or allow beer, wine, or any liquors of alcoholic content to be sold, given away or used upon said premises without the prior written consent of Lessor, and then only in accordance with the rules and regulations promulgated by Lessor or its Civic Center Director and in compliance with the laws of the State of Texas regulating the sale and use of alcoholic beverages.

30. RULES AND REGULATIONS. Lessee and its agents, employees and contractors shall abide by and conform with all of the provisions of the City of Waxahachie, and all Federal, State or County laws, statutes ordinances, resolutions or regulations which are applicable to the use and occupancy of the premises under this lease or the conduct by Lessee of its operations hereunder.

31. ALCOHOL. At any time alcoholic beverages are being consumed in the Civic Center, Lessee will be required to have Waxahachie Police officers on duty from the start of the event and until lessee's event time expires. One officer per every 100 guests at Lessee's expense. See also alcohol policy for specific requirements.

32. DEFAULT, CURE, ACCELERATION. The Lessee covenants that if it shall fail to pay any installment of rent or any part thereof at the times above specified or fails to perform any other covenant contained herein, or if Lessee shall make an assignment for the benefit of creditor or if a petition shall be filed to have it adjudicated a bankrupt, whether voluntary or involuntary, or if an execution issue against Lessee and it shall fail to procure a stay thereof within thirty (30) days after the entry of same or otherwise fail to satisfy a judgment against it then and in such event this lease, at the option of the Lessor, shall cease and terminate and Lessor may, but shall not be required to, lease the premises to others. In the event of such termination, the entire unpaid portion of the total rental as set forth in Article II of this lease shall thereupon immediately become due and payable. It is specifically provided and agreed, however, that the failure of Lessor to enforce any or all of its remedies in the event of one breach or repeated breaches by Lessee of any of the provisions of this lease shall not constitute or be deemed to be a waiver by Lessor of any such remedies in the event of additional breaches or violations by Lessee.

33. ATTORNEYS' FEES. Lessee agrees to pay ten (10) percent attorneys' fees on any amount payable by it under any part of this entire agreement which may be collected by suit.

IN WITNESS WHEREOF, said City of Waxahachie, a city in the State of Texas, acting through its Civic Center Director, Lessor, and _____, Lessee have caused these presents to be signed in duplicate this _____ day of _____, _____.

CITY OF WAXAHACHIE, LESSOR

Lessee

By April Ortiz
Waxahachie Civic Center Director

by _____

FILED

AUG 3 1 2021

COUNTY CLERK
ELLIS COUNTY, TEXAS

ORIGINAL



FILED
FOR RECORD

AUG 3 1 2021

MELANIE REED, DISTRICT CLERK
ELLIS COUNTY, TEXAS

40TH DISTRICT COURT
378TH DISTRICT COURT
443RD DISTRICT COURT
ELLIS COUNTY COURT AT LAW NO. 1
ELLIS COUNTY COURT AT LAW NO. 2
ELLIS COUNTY COURT AT LAW NO. 3

ELLIS COUNTY COURTS BUILDING
109 S. JACKSON
WAXAHACHIE, TX 75165

INTERCHANGEABLE JURY PLAN FOR ELLIS COUNTY, TEXAS

The District Judges of Ellis County, Texas, pursuant to the authority granted in Government Code §62.016, adopt the following Interchangeable Jury Plan. The County Court of Law Judges of Ellis County Texas consent to the plan and the involvement of the County Clerk's office in the jury process.

The District Clerk may delegate any and all of the duties and responsibilities for the jury selection process for the County Courts at Law to the County Clerk and shall provide the County Clerk with the information necessary to carry out those duties and responsibilities.

Each week of each year the District Clerk shall draw from the jury pool the cumulative number of jurors that have been requested by each of the District Courts, County Courts at Law and Justice Courts. That number shall be adjusted downward by 10% if two or more District Courts and/or County Courts at Law request jurors for that week, and downward by 20% if three or more District Courts and/or County Courts at Law request jurors for that week.

Jurors summoned to appear in the District Courts and County Courts at Law shall appear in a Central Jury Room in the Courts Building at 109 S. Jackson, Waxahachie, Texas 75165 or at any Auxiliary Courthouse that has been so designated. They shall constitute a general panel which is interchangeable amongst all District Courts and County Courts at Law. Presently, jury selection is being conducted at the Waxahachie Civic Center which has been designated as an Auxiliary Courthouse. There is a possibility this facility will remain in use until a Central Jury Room, which is statutorily mandated by Govt. Code §62.018, is available in the Courts Building.

Any judge of a District Court or County Court at Law may preside over the general panel and shall organize, control and supervise the members of the general jury pool.

While it is generally anticipated that juror qualifications and exemptions will be handled in the Central Jury Room each judge may opt to conduct this process in their own courtroom with the jurors that are assigned to that Court from the Central Jury Room.

Jurors summoned for service in the Justice Courts shall be summoned to report directly to the Justice Courts pursuant to §62.412.

The jurors shall be drawn for jury service according to State law and any jury selection plan that has been implemented for Ellis County.

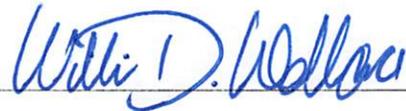
Signed this 31 day of Aug, 2021.

40th District Court



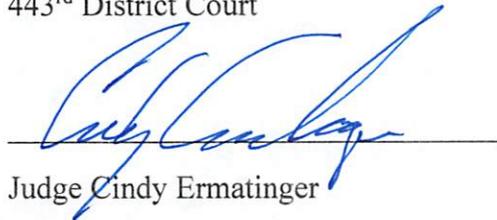
Judge Bob Carroll

378th District Court



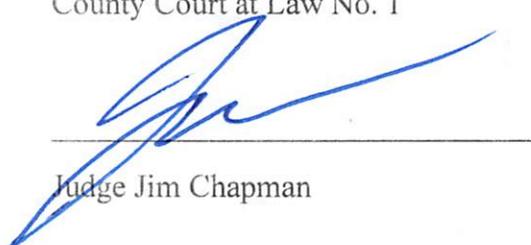
Judge William D. Wallace

443rd District Court



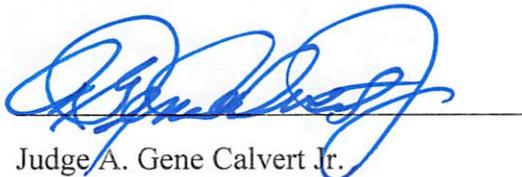
Judge Cindy Ermatinger

County Court at Law No. 1



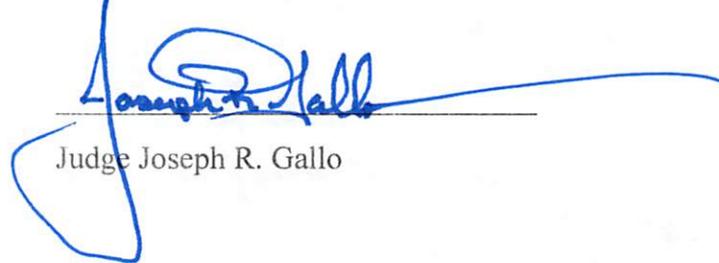
Judge Jim Chapman

County Court at Law No. 2



Judge A. Gene Calvert Jr.

County Court at Law No. 3



Judge Joseph R. Gallo

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 09.7.2021 SUPPORTING DOCUMENT(S) ATTACHED? **Y** **N**)

NAME: Samantha Pickett

PHONE: 972-825-5199 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 09.14.2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval of a Memorandum of Understanding (MOU) with the Cowboy Church of Ellis County (Waxahachie). The MOU will provide a framework for both entities to render assistance and services to victims of disaster to include companion animals, as well as other services which cooperation may be mutually beneficial.

SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR 09.7.2021

*

County Attorney Approval

Ellis County
BRIEFING
Commissioners Court – July 2021

**Office of Emergency Management - Memorandum of Understanding with The
Cowboy Church of Ellis County**

Briefing Date:

Funding Source: N/A

Originating Department:

Prepared by:

Recommended by:

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) seeks to establish a cooperative relationship between Ellis County's – Office of Emergency Management (ECOEM) and the Cowboy Church of Ellis County. The MOU provides a framework for both entities to render assistance and services to victims of disaster, as well as other services for which cooperation may be mutually beneficial. The effective date is August 1, 2021 through August 1, 2023. The adoption of this multi-year MOU will render the County eligible for disaster assistance for animal purposes.

OPERATIONAL IMPACT:

Ellis County and the Cowboy Church of Ellis County desire to maintain a relationship in providing emergency sheltering services to the community when affected by disaster. Both parties agree to maintain liaisons, work cooperatively at disaster scenes, and provide transparency by keeping the public informed of their efforts.

FINANCIAL IMPACT:

The MOU does not render either party subject to a financial obligation. Reimbursements to the Cowboy Church of Ellis County for expenditures during disasters may be contingent upon funds appropriated by the Federal Emergency Management Agency (FEMA). Each entity is separately responsible for establishing its own policies and financing its own activities.

LEGAL IMPACT:

This MOU has been reviewed and approved by TBD.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Ellis County, State of Texas:

Be it resolved and ordered that the Ellis County Commissioners Court does hereby approve the 2021 Memorandum of Understanding between Ellis County and Cowboy Church of Ellis County and authorize the County Judge to sign all documents related to the agreement.

ATTACHMENTS:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ELLIS COUNTY OFFICE OF
EMERGENCY MANAGEMENT
AND
COWBOY CHURCH OF ELLIS
COUNTY**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ELLIS COUNTY OFFICE OF EMERGENCY MANAGEMENT AND
THE COWBOY CHURCH OF ELLIS COUNTY**

I. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to define a working relationship between Ellis County, Texas on behalf of the Ellis County Office of Emergency Management (“ECOEM”) and the Cowboy Church of Ellis County, in preparing for and responding to certain disaster situations. This MOU provides the broad framework for cooperation between the Ellis County Office of Emergency Management and the Cowboy Church of Ellis County in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

The ECOEM and the Cowboy Church of Ellis County agree that each shall be responsible for its own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any governmental immunities and defenses available to Ellis County or the Cowboy Church of Ellis County under Texas law. Nothing in the paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

The parties agree that they will, at all times during the Term of this MOU, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each party's obligations hereunder and in accordance with sound accounting practices. The parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

III. Disasters Covered by this MOU

The Federal Law governing disaster relief, found in Title 42, Chapter 68 of the United States Code defines "emergencies" and "major disasters" as follows:

"Emergency" means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

"Major Disaster" means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hail storms, thunderstorms, wildfires, epidemics, and earthquakes. Human-caused disasters which may be intentional or unintentional include

disasters such as residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism. The Cowboy Church of Ellis County will respond in such disasters and assist with animal related disaster relief activities including animal sheltering and transport using available resources, at the request of the ECOEM.

IV. Cowboy Church of Ellis County Disaster Relief Assistance

Cowboy Church of Ellis County emergency assistance is designed to minimize the immediate suffering caused by a disaster by providing shelter and other assistance to address basic human and animal needs.

Cowboy Church of Ellis County's disaster responses may vary depending upon available resources and the nature and scope of the required response. Available personnel and resources will be deployed at the request of ECOEM.

V. Role of the Office of Emergency Management

ECOEM is responsible for directing and coordinating responses for disasters, emergencies and threat assessment of terrorism.

ECOEM has coalitions with local law enforcement, fire-rescue departments, government entities and appropriate public or private organizations necessary to develop, implement and respond to security and emergency concerns.

VI. Methods of Cooperation

ECOEM recognizes that the Cowboy Church of Ellis County has resources and capabilities to assist in responding to domestic disasters affecting people and animals. Therefore, ECOEM and the Cowboy Church of Ellis County desire to maintain a harmonious and cooperative relationship in providing emergency animal sheltering services to the community when it is affected by a disaster. In order that the resources of the Cowboy Church of Ellis County and the Ellis County Office of Emergency Management are coordinated and used to the fullest advantage in rendering disaster relief, all agencies agree to the following:

- A. Maintain close liaison between the Cowboy Church of Ellis County and the ECOEM by conferences, meetings, telephone, facsimile, e-mail, and other means. Each organization agrees to share current relevant data regarding disaster declarations and changes in applicable legislation or regulation.
- B. The Cowboy Church of Ellis County and the ECOEM agree to supply the other with disaster response points of contact on an annual basis.
- C. Both parties agree to include a representative of the other party in appropriate committees and/or task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
- D. Both parties will be encouraged to engage in training, educational or developmental opportunities, as appropriate.

- E. Both parties agree to keep each other informed of disaster and emergency situations, the human and/or animal needs created by the events, and the actions they have taken regarding services delivery to the affected area and victims.
- F. During a disaster the Cowboy Church of Ellis County will, as appropriate at the request of ECOEM, provide liaison personnel to the County's Emergency Operations Center or other applicable location during a disaster. ECOEM will provide space and other required support, such as computer, e-mail access and a designated phone line for the Cowboy Church of Ellis County liaison personnel assigned to the Emergency Operations Center or other applicable location, when possible.
- G. As appropriate, the Cowboy Church of Ellis County will provide identifying apparel or badges to wear in any activities performed with this Memorandum of Understanding.
- H. Both parties and their staff members will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties.
- I. Recognizing the need for advising the public of the work of both parties, ECOEM and the Cowboy Church of Ellis County will make every effort, through their public information offices during the time of the disaster, to keep the public informed of their cooperative efforts.
- J. The ECOEM will not impede the Cowboy Church of Ellis County's efforts conducting special appeals and campaigns for funds during times of disaster.
- K. Both parties will encourage mutual participation and coordination of services to the community.
- L. Both parties agree to display the name, emblem, or trademarks of the Cowboy Church of Ellis County and ECOEM only in the case of defined projects and only with the prior express written consent of the other parties.
- M. All parties agree to distribute this MOU within their respective organizations, departments, and administrative offices and encourage cooperation.

VII. Financial Obligation

Signature of this Memorandum of Understanding does not constitute a financial obligation on the part of ECOEM or the Cowboy Church of Ellis County. Each signatory party is to use and manage its own funds in carrying out the purpose of this Memorandum of Understanding.

VIII. Funds Availability

Reimbursement to the Cowboy Church of Ellis County for expenditures during a disaster from the ECOEM may be contingent upon funds appropriated by the Federal Emergency

Management Agency as described in the Disaster Assistance Policy DAP9523.19, “Eligible Costs Related to Pet Evacuation and Sheltering.” Other portions of grant funds may be contracted to the Cowboy Church of Ellis County to assist in the completion of tasks related to the responsibilities outlined in this Memorandum of Understanding. It is understood and agreed that any monies allocated for the purposes covered by this Memorandum of Understanding shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available.

IX. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

X. Term and Termination

This MOU is effective as of **August 1, 2021**. It will expire on **August 1, 2023**. Six months prior to expiration, all parties will meet to review the progress and success of the cooperative effort. In connection with such review, all parties may decide to extend this MOU for an additional period of time not exceeding five years, and if so, shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time for any reason or for no reason.

XI. Miscellaneous

- A. This MOU does not create a partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.
- B. This MOU is expressly made subject to Ellis County’s sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.**

[Signature Page to Follow]

Ellis County, Texas

NAME: _____

Date: _____

Signature: _____
County Judge

Cowboy Church of Ellis County

NAME: Chris Maddox

Date: 9/3/21

Signature: CLM

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: September 8, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Samantha Pickett

PHONE: 972-825-5199 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Emergency Management

ADDRESS: 101 W. Main St., Suite B105, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 14, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, Consideration, and approval of an interlocal agreement between the City of Ferris, Texas to assist in funding a Regional Monoclonal Infusion Center located at the Ferris Scout House. Costs and expenses for staffing and operating the facility as an antibody infusion center will be split 50%/50% between City of Ferris and Ellis County. Both Parties agree the amount in total paid for operating and staffing costs \$180,000.00 (per month) shall not exceed three-hundred sixty-thousand dollars (\$360,000.00), unless extended by the Court.

— Samantha Pickett, Emergency Management

*

County Attorney Approval

INTERLOCAL AGREEMENT FOR MONOCLONAL ANTIBODY INFUSION CENTER

THIS Interlocal Agreement for the use of facilities to house a monoclonal infusion clinic (“Agreement”) is entered into this __ day of September 2021 (“Effective Date”), by and between the City of Ferris, Texas, a municipal corporation, (“City”) and Ellis County, Texas (“County”). As used herein, the term “Party” shall mean the City or the County individually, and the term “Parties” shall mean the City and County collectively.

RECITALS

WHEREAS, the City and the County both are local governments or local governmental entities as defined in Sections 418.004(10) and 791.003(4) of the Texas Government Code; and

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) is designed to increase the efficiency and effectiveness of local governments by permitting governmental entities to contract with one another through interlocal agreements to perform a service or governmental function that each Party is authorized to perform; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (“PHEIC”), and advised countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, the identification of “community spread” cases of COVID-19 in the United States could potentially signal transmission of the virus may no longer be limited to travel to China, or contact with travelers who have visited China; and

WHEREAS, the Parties recognize the vulnerability of the people, communities, and schools to this novel virus which results many times in the death and long-term physical affects as a result of contracting the virus; and

WHEREAS, multiple studies by several health systems showed significant success in terms of the effectiveness of the monoclonal antibody infusions and those who receive the treatment, typically within 24-48 hours are nearly cleared of the virus; and

WHEREAS, the City and County residents would benefit from an infusion center close by which could alleviate some of the pain and suffering caused by the contraction of the virus, and in many cases, save lives; and

WHEREAS, the City and County have a facility which would support and be ideal for an antibody infusion center and which is located at 514 Mable Street, Ferris, Texas 75125, inside the city limits and which may be utilized for the term of this Agreement, namely sixty (60) days, and

for which the Parties agree to bear the cost of operating the facility as an antibody infusion center in an equal proportion; and

WHEREAS, City and County have identified a need and desire to memorialize their agreement to share their respective facilities for use of the City's facilities.

NOW, THEREFORE, it is agreed between City and County as follows:

AGREEMENT

I. APPLICABLE LAW

As used herein, the term "Applicable Law" or "Applicable Laws" shall mean applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities.

The Parties agree to perform under this Agreement in compliance with all Applicable Laws of the State of Texas and all federal regulations, guidelines and codes.

II. GRANT OF USE OF FACILITIES

The City and County agree that upon the terms and conditions as set forth in this Agreement, 514 Mable Street, Ferris, Texas 75125 may be used as a facility for an antibody infusion center. The County shall have no duty to care for, maintain, or otherwise bear responsibility for the facility, except as authorized by this Agreement.

III TERMS AND CONDITIONS OF USE OF FACILITIES

1. The Parties will confer on the amount of space needed, including, a location within a building and the amount and location of storage that is required, no later than thirty (30) days from the Effective Date of this Agreement.
2. Costs and Expenses. Costs and expenses for staffing and operating the facility as an antibody infusion center for the term of this Agreement will be allocated and paid as follows:

The City agrees to pay one-half/fifty percent (50%) of the staffing and operating costs and the County agrees to pay one-half/fifty percent (50%) of those same staffing and operating costs. The

Parties agree the amount in total paid for operating and staffing costs (per month) shall not exceed three-hundred sixty-thousand dollars (\$360,000.00) and, therefore, each Party shall pay an amount not to exceed one-hundred and eighty-thousand dollars (\$180,000.00) per month. The Parties agree this is fair and adequate consideration to form the basis of this Agreement.

3. Duration of Use of the Facility. The Parties shall have the right to use of the facilities as an antibody infusion center for a period of sixty (60) days from the Effective Date of this Agreement and the Parties agree each party may terminate this Agreement upon written notice to the other party no less than thirty (30) days prior to the end of each monthly period commencing after the Effective Date.
4. Insurance. Both City and County agree to carry insurance policies as may be required for its operations and participation under this Agreement.
5. Auditing. Both Parties shall maintain full, complete records and accounting of the operating and staffing costs by [REDACTED], including electronic receipts. Said records and accounting shall be available for inspection by the Parties at all reasonable times. Monthly financial reports shall be submitted to the Parties by [REDACTED] on or before the 15th of each month. The Parties reserve the right to audit and inspect all financials.

IV. TERM

1. Term. The initial term of this Agreement shall commence on the Effective Date and expire on November 1, 2021 (“Expiration Date”) (the period between the Effective Date and Initial Expiration Date being referred to herein as “Initial Term”). This Agreement may be extended beyond the Initial Term by mutual consent of the Parties, unless terminated per Section III(3). Any additional terms will be for a period of sixty (60) days.

V. LIABILITY

Immunity. Pursuant to Section 421.062 of the Texas Government Code, except for the obligation to reimburse the Host Party as set forth in this Agreement, a Party that is providing a service under this Agreement is immune from civil liability that that arises from the furnishing of that service. The Parties understand and agree that the Host Party does not assume civil liability under any theory of law for the actions of the Receiving Party in providing services hereunder. Additionally, by entering this Agreement, neither Party, nor any member of that Party’s governing board, its employees, volunteers, or agents, waives any immunity to which that Party or any of its governing board, employees, volunteers, or agents is entitled under Texas or federal law. Nothing in this agreement shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

VI.
MISCELLANEOUS PROVISIONS

7) Miscellaneous Provisions.

a. Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Contract, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

b. Venue. This Agreement will be governed by and construed according to the laws of the State of Texas. **Venue** for any action or claim arising out of the Agreement shall be Ellis County, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.

c. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

d. Entire Agreement. The terms and conditions of this Agreement, including the Recitals and any exhibits, which are incorporated herein, constitute the entire agreement between the Parties with respect to the subject matter set forth herein and supersede all prior discussions and agreements, whether verbal or written.

e. Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

f. Amendments. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by both Parties.

g. No Assignments. Neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in that Party's sole discretion. Any attempt at assignment in contravention of this prohibition shall be void.

h. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the City and the County and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

i. Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one instrument; provided each of the Parties hereto executes at least one counterpart. A facsimile or other electronic signature to this Agreement shall be sufficient to prove the execution hereby by any Party. The Parties consent to the transmission of copies of this Agreement and any documents related to this Agreement by electronic means and intend that the Texas Electronics Transaction Act will apply to this transaction.

j. Recitals. The Recitals to this Agreement are incorporated herein for all purposes as if recited haec verba.

This Interlocal Agreement is executed as of the Effective Date of September __, 2021:

ELLIS COUNTY, TEXAS

By: _____
Todd Little
County Judge

CITY OF FERRIS, TEXAS

By: _____
Brooks Williams
City Manager

INTERLOCAL AGREEMENT FOR MONOCLONAL ANTIBODY INFUSION CENTER

THIS Interlocal Agreement for the use of facilities to house a monoclonal infusion clinic (“Agreement”) is entered into this __ day of September 2021 (“Effective Date”), by and between the City of Ferris, Texas, a municipal corporation, (“City”) and Ellis County, Texas (“County”). As used herein, the term “Party” shall mean the City or the County individually, and the term “Parties” shall mean the City and County collectively.

RECITALS

WHEREAS, the City and the County both are local governments or local governmental entities as defined in Sections 418.004(10) and 791.003(4) of the Texas Government Code; and

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) is designed to increase the efficiency and effectiveness of local governments by permitting governmental entities to contract with one another through interlocal agreements to perform a service or governmental function that each Party is authorized to perform; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (“PHEIC”), and advised countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, the identification of “community spread” cases of COVID-19 in the United States could potentially signal transmission of the virus may no longer be limited to travel to China, or contact with travelers who have visited China; and

WHEREAS, the Parties recognize the vulnerability of the people, communities, and schools to this novel virus which results many times in the death and long-term physical affects as a result of contracting the virus; and

WHEREAS, multiple studies by several health systems showed significant success in terms of the effectiveness of the monoclonal antibody infusions and those who receive the treatment, typically within 24-48 hours are nearly cleared of the virus; and

WHEREAS, the City and County residents would benefit from an infusion center close by which could alleviate some of the pain and suffering caused by the contraction of the virus, and in many cases, save lives; and

WHEREAS, the City and County have a facility which would support and be ideal for an antibody infusion center and which is located at 514 Mable Street, Ferris, Texas 75125, inside the city limits and which may be utilized for the term of this Agreement, namely sixty (60) days, and

for which the Parties agree to bear the cost of operating the facility as an antibody infusion center in an equal proportion; and

WHEREAS, City and County have identified a need and desire to memorialize their agreement to share their respective facilities for use of the City's facilities.

NOW, THEREFORE, it is agreed between City and County as follows:

AGREEMENT

I. APPLICABLE LAW

As used herein, the term "Applicable Law" or "Applicable Laws" shall mean applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities.

The Parties agree to perform under this Agreement in compliance with all Applicable Laws of the State of Texas and all federal regulations, guidelines and codes.

II. GRANT OF USE OF FACILITIES

The City and County agree that upon the terms and conditions as set forth in this Agreement, 514 Mable Street, Ferris, Texas 75125 may be used as a facility for an antibody infusion center. The County shall have no duty to care for, maintain, or otherwise bear responsibility for the facility, except as authorized by this Agreement.

III TERMS AND CONDITIONS OF USE OF FACILITIES

1. The Parties will confer on the amount of space needed, including, a location within a building and the amount and location of storage that is required, no later than thirty (30) days from the Effective Date of this Agreement.
2. Costs and Expenses. Costs and expenses for staffing and operating the facility as an antibody infusion center for the term of this Agreement will be allocated and paid as follows:

The City agrees to pay one-half/fifty percent (50%) of the staffing and operating costs and the County agrees to pay one-half/fifty percent (50%) of those same staffing and operating costs. The

Parties agree the amount in total paid for operating and staffing costs shall not exceed three-hundred sixty-thousand dollars (\$360,000.00) for the Initial Term and, therefore, each Party shall pay an amount not to exceed one-hundred and eighty-thousand dollars (\$180,000.00) for the Initial Term or (\$90,000.00) per month. The Parties agree this is fair and adequate consideration to form the basis of this Agreement.

3. Duration of Use of the Facility. The ~~City~~ Parties shall have the right to use of the facilities as an antibody infusion center for a period of sixty (60) days from the Effective Date of this Agreement and the Parties agree each party may terminate this Agreement upon written notice to the other party no less than thirty (30) days prior to the end of each monthly period commencing after the Effective Date.
4. Insurance. Both City and County agree to carry insurance policies as may be required for its operations and participation under this Agreement.
5. Auditing. Both Parties shall maintain full, complete records and accounting of the operating and staffing costs by MDLab, LLC, including electronic receipts. Said records and accounting shall be available for inspection by the Parties at all reasonable times. Monthly financial reports shall be submitted to the Parties by MDLab, LLC on or before the 15th of each month. The Parties reserve the right to audit and inspect all financials.

IV. TERM

1. Term. The initial term of this Agreement shall commence on the Effective Date and expire on November 1, 2021 (“Expiration Date”) (the period between the Effective Date and Initial Expiration Date being referred to herein as “Initial Term”). This Agreement may be extended beyond the Initial Term by mutual consent of the Parties, unless terminated per Section III(3). Any additional terms will be for a period of sixty (60) days.

V. LIABILITY

Immunity. Pursuant to Section 421.062 of the Texas Government Code, except for the obligation to reimburse the Host Party as set forth in this Agreement, a Party that is providing a service under this Agreement is immune from civil liability that that arises from the furnishing of that service. The Parties understand and agree that the Host Party does not assume civil liability under any theory of law for the actions of the Receiving Party in providing services hereunder. Additionally, by entering this Agreement, neither Party, nor any member of that Party’s governing board, its employees, volunteers, or agents, waives any immunity to which that Party or any of its governing board, employees, volunteers, or agents is entitled under Texas or federal law. Nothing in this agreement shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

VI.
MISCELLANEOUS PROVISIONS

7) Miscellaneous Provisions.

a. Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Contract, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

a.b. Venue. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Ellis County, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.

b.c. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

e.d. Entire Agreement. The terms and conditions of this Agreement, including the Recitals and any exhibits, which are incorporated herein, constitute the entire agreement between the Parties with respect to the subject matter set forth herein and supersede all prior discussions and agreements, whether verbal or written.

d.e. Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

e.f. Amendments. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by both Parties.

f.g. No Assignments. Neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in that Party's sole discretion. Any attempt at assignment in contravention of this prohibition shall be void.

g.h. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the City and the County and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

h.i. Counterparts; Electronic Signatures and Transmission. This Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one instrument; provided each of the Parties hereto executes at least one counterpart. A facsimile or other electronic signature to this Agreement shall be sufficient to prove the execution hereby by any Party. The Parties consent to the transmission of copies of this Agreement and any documents related to this Agreement by electronic means and intend that the Texas Electronics Transaction Act will apply to this transaction.

h.j. Recitals. The Recitals to this Agreement are incorporated herein for all purposes as if recited haec verba.

This Interlocal Agreement is executed as of the Effective Date of September __, 2021:

ELLIS COUNTY, TEXAS

By: _____
Todd Little
County Judge

CITY OF FERRIS, TEXAS

By: _____
Brooks Williams
City Manager

**ORDER GRANTING DISCRETIONARY EXEMPTION FROM SECTION 262.023
OF THE TEXAS LOCAL GOVERNMENT CODE**

WHEREAS, Section 262.023 of the Texas Local Government Code requires the Commissioners Court to comply with competitive bidding procedures for purchase of one or more items under a contract that will require an expenditure exceeding \$50,000; and

WHEREAS, Section 262.024 (a)(1-2) of the Texas Local Government Code authorizes the Commissioners Court to grant an exemption for “(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens of the county; or (2) an item necessary to preserve or protect the public health or safety of the residents of the county”; and

WHEREAS, Ellis County wishes to contract with MDLab,LLC for procurement of a Monoclonal Antibody Infusion Clinic as described in Exhibit “A” and herein incorporated; and

WHEREAS, Exigent and emergency circumstances exist due to the COVID-19 global pandemic and there is a need to preserve or protect the public health or safety of the residents of Ellis County by providing monoclonal antibody infusions as a treatment for COVID-19 without delay.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS’ COURT FOR ELLIS COUNTY THAT: The provisions of Texas Local Government Code §262.024 shall apply to exempt the agreement with MDLab, LLC for the procurement of a of a Monoclonal Antibody Infusion Clinic as described in Exhibit “A” from the competitive bidding procedures because the clinic qualifies as necessary to preserve or protect the public health or safety of the residents of the County.

EFFECTIVE THIS ____TH DAY OF SEPTEMBER ____, 2021.

Todd Little, COUNTY JUDGE

Randy Stinson,
COUNTY COMMISSIONER PCT. #1

Lane Grayson,
COUNTY COMMISSIONER PCT. #2

Paul Perry,
COUNTY COMMISSIONER PCT. #3

Kyle Butler,
COUNTY COMMISSIONER PCT. #4

ATTEST: _____
Krystal Valdez, COUNTY CLERK

MDLab, LLC

2931 Ridge Road, Suite 101
Rockwall, TX 75032

September 7, 2021

Via Electronic Mail

Brooks Williams
City Manager
100 Town Plaza
Ferris, TX 75125

Todd Little
County Judge
101 W. Main Street
Waxahachie, Texas 75165

Re: Letter of Intent for Monoclonal Antibody Infusion Clinic in Ferris

Dear ~~Mr. Williams~~ City and County:

Thank you for the opportunity to discuss MDLab, LLC's ("MDLab") provision of a Monoclonal Antibody Infusion Clinic and related services (collectively, "Services") to the City of Ferris and Ellis County, Texas. I am excited to present you with this letter setting forth the potential terms under which the City of Ferris ("Ferris") and Ellis County, Texas ("County") and MDLab propose to partner together in this matter.

MDLab and Ferris are entering into this Letter of Intent ("LOI") relative to MDLab's provision of Services. This LOI will take effect when authorized representatives of Ferris, County, and MDLab have affixed their signatures to this document. The general terms of our understanding are as follows:

1. Definitive Agreements. Ferris and County intends in good faith to enter into a binding agreement (the "Agreement") with MDLab, pursuant to which MDLab will be Ferris and County's exclusive provider of Services. Such Services will be provided by medical professionals recruited by and employed or contracted by MDLab. All medical professionals shall have or shall obtain licenses to practice in the State of Texas and shall be and remain in good standing with their respective licensing authority. The terms of the Agreement will be substantially consistent with the proposed terms set forth in this LOI.
2. Commencement Date. After the date this LOI is signed, the parties will negotiate in good faith to reach agreement on formal terms, and it is expected that the Agreement will commence on or around September 13~~4~~, 2021 for a term to be determined by the parties but at least two (2) months. The Agreement will contain mutually agreeable termination provisions for terminating the Agreement with or without cause.
3. Billing and Collection; Compensation. Under the terms of the Agreement, MDLab shall be solely entitled to bill and collect for all Services. In addition, Ferris and County will pay a subsidy to MDLab in the amount of one hundred eighty-thousand dollars (\$180,000) per month for the first two months of Services. The month one subsidy shall be paid within three (3) days of the first date Services are provided, and the month two subsidy shall be paid within five (5) days of the fifth week of Services.

4. Proposed Coverage. MDLab proposes to supply a sufficient number of licensed professionals to provide the Services from 8:30 a.m. to 4:30 p.m. from Monday through Friday during the term of the Agreement to all patients in need of Services at a mutually agreed upon location. The location shall be provided by Ferris at no cost to MDLab.

5. Exclusivity. From and after the signing of this LOI, MDLab will make best efforts to recruit and obtain additional medical professionals, if necessary, to provide Services to Ferris, and Ferris will not, without the approval of MDLab (a) solicit offers to provide like Services for, or initiate advance discussions with any other party relating thereto, or (b) enter into any agreement with any other party with respect to the provision of Services.

6. Confidentiality. Except as may otherwise be required by law, MDLab, ~~and~~ Ferris, and County agree to keep this LOI and its contents confidential and not disclose the same to any third party (except for attorneys, accountants or consultants hired by them, medical professionals or other professional staff being recruited by MDLab, and except for any applicable governmental agencies) without the express written consent of the other party. With respect to information provided to the other by either party relative to this LOI, the receiving party agrees to keep all such information confidential which is not in the public domain, exercising the same care in handling such information as it would exercise with similar information as its own and, if requested, to return such written information to the party who proffered it in the event the transactions contemplated herein are not completed. Any release to the public of information with respect to the matters set forth herein will be made only in the form and manner jointly approved by Ferris, County, and MDLab.

7. Applicable Laws. The parties to this LOI agree that their respective obligations hereunder and the negotiation and completion of the Agreements shall in all respects comply with all applicable laws and regulations, and neither party shall be obligated to take any action or enter into any agreement that is inconsistent with such intent.

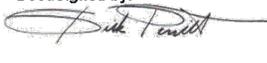
8. Federal Grant Terms. The parties to this LOI agree to include the Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards. (i.e. 2 CFR §200 clauses)

~~7.9.~~ FEMA Reimbursement. The parties to this LOI agree to include the requirement for parties to complete FEMA ICS Form 214 for all MDLab, Ferris, and County employees and equipment.

The terms and conditions of this LOI represent the present intentions of the parties, and are intended solely to serve as the framework for further good faith discussions and negotiations toward a binding Agreement. By signing this LOI, both parties evidence their agreement with these terms.

We look forward to working with you to finalize the Agreement.

Sincerely,

DocuSigned by:

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Dirk Perritt, MD
President, MDLab

9/7/2021

Date

Accepted by:

City of Ferris

Ellis County, Texas

By: _____
Brooks Williams
Its: City Manager

By: _____
Todd Little
County Judge

Date