

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: 12/08/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Cheryl Chambers

PHONE: 972-825-5127 FAX: 972-825-5129

DEPARTMENT OR ASSOCIATION: Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON: December 27, 2022 **CONSENT AGENDA**

1. Approve the Monthly Treasurers Report for October 2022

* _____
County Attorney Approval

MONTHLY TREASURER REPORT

October 2022

FUND	FUND NAME	BEGINNING CASH BANK BALANCE	RECEIPTS	DISBURSEMENTS	Prior Period Journal Entries	MATURE/ (INVEST) INVESTMENTS	ENDING CASH BANK BALANCE	INVESTMENTS BALANCE	TOTAL BALANCE
1	General	(1,300,193.86)	1,719,448.30	7,448,435.00		6,080,960.00	(948,220.56)	\$ 38,291,045.29	37,342,824.73
2	Road Improvement	6,536.13	191.76	195,801.60		190,000.00	926.29	\$ 1,427,506.27	1,428,432.56
3	Road & Bridge 1	161,067.39	33,019.68	99,253.97			94,833.10	\$ 1,760,272.92	1,855,106.02
4	Road & Bridge 2	24,884.08	33,019.66	104,380.36	(40,589.00)	60,000.00	(27,065.62)	\$ 1,530,167.96	1,503,102.34
5	Road & Bridge 3	94,570.19	106,747.76	122,262.99		65,000.00	144,054.96	\$ 910,159.62	1,054,214.58
6	Road & Bridge 4	23,161.91	119,504.91	154,169.21		100,000.00	88,497.61	\$ 1,849,683.45	1,938,181.06
7	Adult Probation	98,792.81	121,938.51	140,040.50	3,740.00	(100,000.00)	(15,569.18)	\$ 1,375,443.18	1,359,874.00
8	Juvenile Probation	(77,996.02)	117,848.53	207,817.93		100,000.00	(67,965.42)	\$ 205,283.62	137,318.20
9	FM #1	8,672.93	46,482.66	64,909.65			(9,754.06)	\$ 2,474,198.48	2,464,444.42
10	FM #2	159.58	723.41	83,352.96	40,589.00	70,000.00	28,119.03	\$ 183,169.03	211,288.06
11	FM #3	4,924.51	723.41	82,489.10			(76,841.18)	\$ 684,543.99	607,702.81
12	FM #4	162,846.55	22,928.41	297,150.70		100,000.00	(11,375.74)	\$ 983,419.20	972,043.46
13	Lateral Road	148.85	59,182.50	0.00			59,331.35	\$ 315,625.18	374,956.53
14	County & District Court Tech	42,550.51	216.00	0.00			42,766.51	\$ -	42,766.51
15	Justice Court Tech	14,367.61	1,344.85	0.00			15,712.46	\$ 184,887.65	200,600.11
16	DC Archives Records Mgmt	3,345.92	75.00	0.00			3,420.92	\$ 168,398.07	171,818.99
17	Jury	44,557.23	3,217.16	16,761.15			31,013.24	\$ 34,613.60	65,626.84
18	Permanent Improvements	280,162.85	2,722.46	176,766.81			106,118.50	\$ 1,666,040.89	1,772,159.39
19	Law Library	(4,209.31)	10,751.00	12,385.00			(5,843.31)	\$ -	(5,843.31)
20	Trust & Agency	1,177,455.46	0.00	0.00			1,177,455.46	\$ -	1,177,455.46
21	Records Management	147,268.73	33,225.00	14,867.95			165,625.78	\$ 1,921,485.92	2,087,111.70
22	CC Archives Records Mgmt	50,580.90	32,880.00	46,924.95			36,535.95	\$ 2,410,630.87	2,447,166.82
23	ROW Available	943.84	0.00	0.00			943.84	\$ 464,090.94	465,034.78
24	Fire Marshall Special Fund	202,680.05	5,375.00	1,040.71			207,014.34	\$ -	207,014.34
25	Right of Way 2008	0.00	0.00	0.00			0.00	\$ -	0.00
26	District Court Records Tech	6,595.00	150.00	0.00			6,745.00	\$ 223,275.62	230,020.62
27	Road District #1	0.00	0.00	0.00			0.00	\$ 967,305.72	967,305.72
28	Road District #5	0.00	0.00	57,222.00		57,222.00	0.00	\$ 15,312.46	15,312.46
29	Road District #16	0.00	0.00	0.00			0.00	\$ 199,931.24	199,931.24
30	DA Check Processing	1,064.16	0.00	0.00			1,064.16	\$ 132,742.42	133,806.58
31	DA Drug Forfeiture	21,990.80	2,702.16	0.00			24,692.96	\$ 202,678.39	227,371.35
32	General Records Mgmt/Pres	65,365.24	8,665.00	0.00			74,030.24	\$ 614,326.19	688,356.43
33	Courthouse Security	122,291.17	11,020.33	468.48			132,843.02	\$ 255,016.73	387,859.75
34	Court Rec. Preservation 51.7	143,306.50	1,700.00	0.00			145,006.50	\$ -	145,006.50
35	DWI Blood Draw Fund	0.00	0.00	0.00			0.00	\$ -	0.00
36	Election Admin. Fees	1,144.79	2,840.00	0.00			3,984.79	\$ 27,123.52	31,108.31
37	Series 1993 Interest & Sinkir	0.00	0.00	0.00			0.00	\$ -	0.00
38	Series 2007 Interest & Sinkir	20,180.95	1,732.11	86,215.59		66,075.00	1,772.47	\$ 513,068.58	514,841.05
39	Grant Pass Through	0.00	0.00	0.00			0.00	\$ -	0.00
40	Series 07 Bond Project	2.37	0.01	3,395.00		3,400.00	7.38	\$ 3,035,558.36	3,035,565.74
41	HIDTA	0.00	0.00	0.00			0.00	\$ -	0.00
42	Sheriff Federal Drug Forfeitu	25,575.35	28.03	0.00		(25,570.00)	33.38	\$ 503,301.62	503,335.00
43	County Clerk Vitals Pres	44,283.58	746.00	0.00			45,029.58	\$ -	45,029.58
44	Hazard Mitigation Grant	0.00	0.00	0.00			0.00	\$ -	0.00
45	Community Corrections	75,103.31	0.00	20,133.99	(5,941.78)		49,027.54	\$ -	49,027.54
46	Sheriff Seizure	24.23	0.04	0.00			24.27	\$ 167,831.41	167,855.68
47	Sheriff Drug Forfeiture	23.89	8,448.08	0.00			8,471.97	\$ 413,511.75	421,983.72
48	District Attorney Seizure	113,418.20	114.40	10,329.49		(103,080.00)	123.11	\$ 533,158.63	533,281.74
49	JCC	0.00	0.00	0.00			0.00	\$ -	0.00
50	Civil Supervision	155,843.17	6,680.00	1,912.73			160,610.44	\$ -	160,610.44
53	Court Facility Fee	7,780.00	320.00	0.00			8,100.00	\$ -	8,100.00
54	Emissions Enforcements	0.00	0.00	0.00			0.00	\$ -	0.00
55	Opioid Settlement	0.00	0.00	0.00			0.00	\$ -	0.00
56	Constable #2 Forfeiture	1,437.46	2.85	0.00			1,440.31	\$ -	1,440.31
57	Constable #1 Forfeiture	181.28	0.00	0.00			181.28	\$ -	181.28
58	Constable #4 Forfeiture	0.00	0.00	0.00			0.00	\$ -	0.00
59	Law Enforcement Block Gra	0.00	0.00	0.00			0.00	\$ -	0.00
61	Truancy & Prevention	48,823.65	1,511.04	0.00			50,334.69	\$ -	50,334.69
63	American Rescue Plan	2,188.05	4.35	0.00			2,192.40	\$ 35,632,318.15	35,634,510.55
65	Diversion Program	(9,099.78)	0.00	0.00	8,285.78		(814.00)	\$ -	(814.00)
66	JJAEP	46,031.35	6,697.53	49,227.49	106,090.50		109,591.89	\$ -	109,591.89
68	Vehicle Fund	(187,824.28)	0.00	0.00	0.00		(187,824.28)	\$ -	(187,824.28)
71	Treasurer Held Property	1,383.76	2.75	0.00			1,386.51	\$ -	1,386.51
72	Levee #2	14.35	2.49	38,000.00		38,000.00	16.84	\$ 366,763.60	366,780.44
73	Levee #3	2.41	0.01	0.00			2.42	\$ 312,206.15	312,208.57
74	Levee #4	7,948.60	15.78	0.00			7,964.38	\$ -	7,964.38
75	Juvenile Probation Fees	78,518.71	0.00	0.00			78,518.71	\$ -	78,518.71
125	Constable 1 LEOSE	0.00	0.00	0.00			0.00	\$ -	0.00
126	Constable 2 LEOSE	640.43	0.00	0.00			640.43	\$ -	640.43
127	Constable 3 LEOSE	596.91	0.00	0.00			596.91	\$ -	596.91
128	Constable 4 LEOSE	267.45	0.00	0.00			267.45	\$ -	267.45
129	Sheriff LEOSE	3,578.74	0.00	2,915.00			663.74	\$ -	663.74
130	DA LEOSE	(2.81)	0.00	37.50			(40.31)	\$ -	(40.31)
131	Language Access Fund	2,574.00	922.13	0.00			3,496.13	\$ -	3,496.13
TOTALS		1,968,531.83	2,524,948.93	9,538,667.81	112,174.50	6,702,007.00	1,769,916.58	102,956,096.67	104,726,013.25

TREASURER'S REPORT ON THE ELLIS COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF CHERYL CHAMBERS
TREASURER OF ELLIS COUNTY

COMMISSIONER'S COURT
ELLIS COUNTY, TEXAS

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of Ellis County, certify that on December 27, 2022, we compared and examined the monthly report of CHERYL CHAMBERS, Treasurer of Ellis County, Texas, for October 2022, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$104,726,013.25.

Todd Little, County Judge

Randy Stinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Paul Perry, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Todd Little, County Judge and County Commissioners of said Ellis County, each respectively, on this the 27th day of December 2022.

Attest: Krystal Valdez, County Clerk,
Clerk of the Commissioners Court in
and for Ellis County, Texas

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/19/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet Martin

PHONE: (972) 825-5122 FAX: (972) 825-5124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022

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

****CONSENT AGENDA - FINANCIAL****

Present a tabulated report of the county's receipts and disbursements of funds from

October 21, 2022 - December 14, 2022 pursuant to Local Government Code §114.024

* _____
County Attorney Approval

Trial Balance for Ellis County

From 10/21/2022 - 12/14/2022

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	38,950,437.72	30,682,322.35	(36,626,208.14)	33,005,639.48
2	ROAD IMPROVEMENT FUND	1,424,062.04	232,069.76	(192,026.88)	1,464,104.92
3	ROAD/BRIDGE PCT. 1	1,884,574.84	474,802.12	(286,185.51)	2,073,191.45
4	ROAD/BRIDGE PCT. 2	1,536,267.63	540,051.25	(305,584.39)	1,770,734.49
5	ROAD/BRIDGE PCT. 3	1,093,908.73	587,632.95	(413,126.90)	1,268,414.78
6	ROAD/BRIDGE PCT. 4	1,901,035.56	713,485.13	(413,512.53)	2,201,008.16
7	ADULT PROBATION	1,428,980.14	441,456.98	(573,501.05)	1,300,676.07
8	JUVENILE PROBATION	201,659.88	790,813.16	(744,587.33)	247,885.71
9	F/M PCT. 1	2,458,684.12	234,256.23	(231,851.18)	2,461,089.17
10	F/M PCT. 2	212,382.48	479,985.91	(570,335.31)	122,033.08
11	F/M PCT. 3	606,094.85	452,305.16	(526,909.06)	531,490.95
12	F/M PCT. 4	968,557.55	355,046.18	(448,643.12)	874,960.61
13	LATERAL ROAD PCT. 1	374,087.75	1,896.21	-	375,983.96
14	COUNTY & DISTRICT CT TECH	42,706.51	264.00	-	42,970.51
15	JUSTICE COURT TECHNOLOGY FUND	199,698.96	3,303.80	-	203,002.76
16	DC ARCHIVES RECORDS MANAGEMENT	171,365.16	1,108.95	-	172,474.11
17	JURY	69,060.91	43,917.15	(24,338.75)	86,707.31
18	PERMANENT IMPROVEMENT	1,764,851.04	1,892,071.77	(540,690.53)	3,116,232.28
19	LAW LIBRARY	(2,509.08)	105,861.52	(70,168.38)	33,153.72
20	TRUST AND AGENCY FUND	1,177,455.46	-	1,177,455.46	-
21	RECORDS MANAGEMENT	2,074,544.58	87,861.88	(65,125.66)	2,097,280.80
22	CC ARCHIVES RECORDS MANAGEMENT	2,430,820.16	118,795.42	(147,111.60)	2,402,503.98
23	ROW AVAILABLE	463,802.75	149,450.37	294,819.83	318,433.29
24	FIRE MARSHAL SPECIAL FUND	205,433.55	8,930.84	3,023.49	211,340.90
26	DISTRICT COURT RECORDS TECH	229,405.41	1,574.94	-	230,980.35
27	ROAD DISTRICT #1	964,643.15	5,811.36	-	970,454.51
28	ROAD DISTRICT #5	15,179.43	57,404.88	57,222.00	15,362.31
29	ROAD DISTRICT #16	199,380.92	1,201.14	-	200,582.06
30	CHECK PROCESSING FEE AC	133,441.20	1,132.85	-	134,574.05
31	DRUG FORFEITURE FUND	226,813.46	24,766.47	1,665.00	249,914.93
32	GEN RECORD MANAGE/PRESE	684,161.46	22,018.73	-	706,180.19
33	COURTHOUSE SECURITY FUN	384,020.16	22,624.98	2,761.60	403,883.54
34	COURT REC. PRESERVATION 51.708	144,156.50	4,085.00	-	148,241.50
36	ELECTIONS ADMIN FEES	29,438.43	2,572.19	2,400.00	29,610.62
38	SERIES 07 INTEREST & SINKING	511,599.35	397,876.30	179,386.92	730,088.73
40	SERIES 07 BOND PROJECT	3,027,306.20	69,955.38	103,893.17	2,993,368.41
42	SHERIFF FEDERAL DRUG FORFEITURE	501,962.21	31,920.76	(26,444.99)	507,437.98
43	COUNTY CLERK VITALS PRESERVATION	44,799.58	1,268.00	-	46,067.58
45	ELLIS CO COMM CORRECTIONS	67,344.55	12,345.81	44,968.22	28,780.36
46	SHERIFF SEIZURE FUND	167,449.96	896.69	-	168,346.65
47	SHERIFF DRUG FORFEITURE	420,840.83	7,356.00	2,499.50	425,697.33
48	DISTRICT ATTY DRUG SEIZ	531,863.49	171,033.17	222,768.38	480,128.28
50	CIVIL SUPERVISION FEES	161,763.12	16,343.04	(4,269.47)	173,836.69
53	COURT FACILITY FEES	8,000.00	1,118.00	-	9,118.00
56	CONSTABLE PCT #2 FORFEITURE	1,437.46	5.81	-	1,443.27
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	49,855.29	2,379.46	-	52,234.75
63	AMERICAN RESCUE PLAN	35,537,114.76	1,462,399.28	2,329,327.14	34,670,186.90
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	123,737.80	61,219.68	(113,985.92)	70,971.56
68	VEHICLE REPLACEMENT FUND	(187,824.28)	275,646.75	189,094.00	(101,271.53)
71	TREASURERS HELD PROPERTY	1,383.76	5.60	-	1,389.36
72	ELLIS COUNTY LEVEE #2	365,860.92	79,761.50	106,400.00	339,222.42
73	ELLIS COUNTY LEVEE #3	311,453.93	4,566.96	-	316,020.89
74	ELLIS COUNTY LEVEE #4	7,948.60	-	-	7,980.75
75	JUVENILE PROBATION FEES	78,518.71	-	-	78,518.71
125	CONSTABLE PCT 1 LEOSE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LEOSE FUNDS	640.43	-	-	640.43
127	CONSTABLE PCT 3 LEOSE FUNDS	596.91	-	-	596.91
128	CONSTABLE PCT 4 LEOSE FUNDS	267.45	-	-	267.45
129	SHERIFF LEOSE FUNDS	1,563.74	-	900.00	663.74
130	DISTRICT ATTY LEOSE FUNDS	(2.81)	-	37.50	(40.31)
131	LANGUAGE ACCESS FUND	3,223.13	1,632.00	-	4,855.13
		106,387,489.78	41,138,611.82	(37,605,984.49)	100,477,828.27

COMMISSIONERS' COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 12/16/2022

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: December 27, 2022

1. DESCRIPTION OF AGENDA REQUEST: Consideration and action as may be appropriate regarding approval of the Interlocal Cooperation Contract between the County of Ellis and Ferris ISD, the effective period January 1, 2023, to December 31, 2023.
Ellis County Commissioner Pct.1, Randy Stinson

County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND ISD OF FERRIS, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the ISD of Ferris, a school district of the State of Texas, hereinafter referred to as a (the "ISD").

WITNESSETH:

WHEREAS, the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW, THEREFORE, for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

ISD OF FERRIS, TEXAS

By: V.P. Knight
 Superintendent, ISD of Ferris

Attest:

[Signature]
 ISD Administrator

COMMISSIONERS' COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 12/16/2022

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: December 27, 2022

1. DESCRIPTION OF AGENDA REQUEST: Consideration and action as may be appropriate regarding approval of the Interlocal Cooperation Contract between the County of Ellis and The City of Garrett, effective period January 1, 2023, to December 31, 2023.
Ellis County Commissioner Pct.1, Randy Stinson

County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF GARRETT, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of Garrett, a municipality of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW, THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20____.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF GARRETT, TEXAS

By: 
 Mayor, CITY of Garrett

Attest:

 CITY Administrator

COMMISSIONERS' COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 12/20/2022

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: December 27, 2022

- DESCRIPTION OF AGENDA REQUEST: Consideration and action as may be appropriate regarding approval of the Interlocal Cooperation Contract between Ellis County and the City of Palmer, effective period January 1, 2023, to December 31, 2023.
Ellis County Commissioner Pct.1, Randy Stinson

County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF PALMER, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of Palmer, a municipality of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW, THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20__.

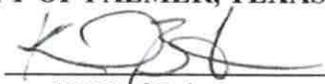
ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF PALMER, TEXAS

By:  _____
Mayor, CITY of Palmer

Attest:  _____
CITY Administrator

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-2021/22-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: December 12, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Kyle Butler

PHONE: 972-825-5305

FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4 Road & Bridge

ADDRESS: 1011 Eastgate , Midlothian, TX. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2022

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

TO BE PUT ON CONSENT AGENDA

Interlocal Cooperation Contract between County of Ellis and City of Red Oak, term agreement thru December 31, 2023

* _____
County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF RED OAK, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of RED OAK, a political body of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF RED OAK, TEXAS

 By: _____
 Mayor, CITY of RED OAK

Attest: 

 CITY Administrator

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF RED OAK, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and the City of RED OAK, a political body of the State of Texas, hereinafter referred to as a (the “City”).

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of “Governmental Function and Services” as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2023 (“Effective Period”).

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
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7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF RED OAK, TEXAS
 By: _____
 Mayor, CITY of RED OAK

Attest: _____
 CITY Administrator

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 20____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF RED OAK, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of RED OAK, a political body of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
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7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF RED OAK, TEXAS
 By: _____
 Mayor, CITY of RED OAK

Attest: _____
 CITY Administrator

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

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-2021/22-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: December 12, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y/N)

NAME: Kyle Butler

PHONE: 972-825-5305

FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4 Road & Bridge

ADDRESS: 1011 Eastgate, Midlothian, TX. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2022

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

TO BE PUT ON CONSENT AGENDA

Interlocal Cooperation Contract between County of Ellis and City of Ovilla, term agreement thru December 31, 2023

* _____
County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF OVILLA, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of OVILLA, a political body of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.

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7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF OVILLA, TEXAS

By: *[Signature]*
 Mayor, CITY of OVILLA

Attest:
[Signature]
 CITY Secretary



EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF OVILLA, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and the City of OVILLA, a political body of the State of Texas, hereinafter referred to as a (the “City”).

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of “Governmental Function and Services” as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2023 (“Effective Period”).

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF OVILLA, TEXAS

By: _____
 Mayor, CITY of OVILLA

Attest:

 CITY Secretary



EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF OVILLA, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of OVILLA, a political body of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF OVILLA, TEXAS

By: [Signature]
 Mayor, CITY of OVILLA

Attest:
[Signature]
 CITY Secretary



EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

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-2021/22-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: December 12, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y/N)

NAME: Kyle Butler

PHONE: 972-825-5305

FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4 Road & Bridge

ADDRESS: 1011 Eastgate, Midlothian, TX. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2022

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

TO BE PUT ON CONSENT AGENDA

Interlocal Cooperation Contract between County of Ellis and City of Oak Leaf, term agreement thru December 31, 2023

*

County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF OAK LEAF, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and the City of OAK LEAF, a political subdivision of the State of Texas, hereinafter referred to as a (the “City”).

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of “Governmental Function and Services” as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2023 (“Effective Period”).

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF OAK LEAF, TEXAS

By: Tom J. Leung
 Mayor, CITY of OAK LEAF

Attest:

Ronda Quintana
 City Secretary



FY '2023

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 20____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF OAK LEAF, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and the City of OAK LEAF, a political subdivision of the State of Texas, hereinafter referred to as a (the “City”).

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of “Governmental Function and Services” as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2023 (“Effective Period”).

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
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8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF OAK LEAF, TEXAS

By: Tom Lervick
 Mayor, CITY of OAK LEAF

Attest:

Ronda Quintana
 City Secretary



FY '2023

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 20____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF OAK LEAF, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and the City of OAK LEAF, a political subdivision of the State of Texas, hereinafter referred to as a (the “City”).

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of “Governmental Function and Services” as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

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3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2023 (“Effective Period”).

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
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8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

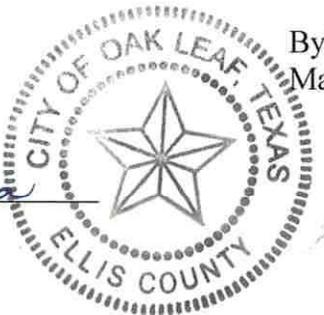
By: _____
 Krystal C. Valdez, County Clerk

CITY OF OAK LEAF, TEXAS

By: Tom Levent
 Mayor, CITY of OAK LEAF

Attest:

Ronda Quintana
 City Secretary



FY '2023

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 20____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

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-2021/22-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: December 12, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Kyle Butler

PHONE: 972-825-5305

FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4 Road & Bridge

ADDRESS: 1011 Eastgate , Midlothian, TX. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2022

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

TO BE PUT ON CONSENT AGENDA

Interlocal Cooperation Contract between County of Ellis and Waxahachie ISD, term agreement thru December 31, 2023

* _____
County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND WAXAHACHIE ISD**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and WAXAHACHIE ISD, a _____ of the State of Texas, hereinafter referred to as a (the "ISD").

WITNESSETH:

WHEREAS, the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

WAXAHACHIE ISD

By: 
 RYAN KAHLIDEN, CFO

Attest:
 11/14/22
 ISD Administrator

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND WAXAHACHIE ISD**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and WAXAHACHIE ISD, a _____ of the State of Texas, hereinafter referred to as a (the "ISD").

WITNESSETH:

WHEREAS, the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

WAXAHACHIE ISD

By: *Ry-Kahlden*
RYAN KAHLDEN, CFO

Attest:

[Signature] 11/14/22
 ISD Administrator *[Initials]*

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND WAXAHACHIE ISD**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and WAXAHACHIE ISD, a _____ of the State of Texas, hereinafter referred to as a (the "ISD").

WITNESSETH:

WHEREAS, the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

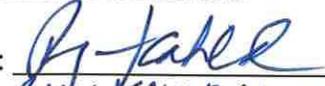
ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

WAXAHACHIE ISD

By: 
 RYAN KAHLIDEN, CFO

Attest:
 11/14/22
 ISD Administrator

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

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-2021/22-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: December 12, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y/N)

NAME: Kyle Butler

PHONE: 972-825-5305

FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4 Road & Bridge

ADDRESS: 1011 Eastgate, Midlothian, TX. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2022

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

TO BE PUT ON CONSENT AGENDA

Interlocal Cooperation Contract between County of Ellis and Red Oak ISD, term agreement thru December 31, 2023

*

County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND RED OAK ISD**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and RED OAK ISD, a _____ of the State of Texas, hereinafter referred to as a (the "ISD").

WITNESSETH:

WHEREAS, the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2023 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.

6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.

7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

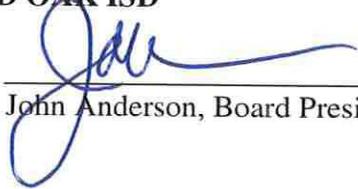
ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

RED OAK ISD

By:  _____
 John Anderson, Board President

Attest:

 _____
 Brian Sebring, Board Secretary

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND RED OAK ISD**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and RED OAK ISD, a _____ of the State of Texas, hereinafter referred to as a (the “ISD”).

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EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____

Todd B. Little, County Judge

ATTEST:

By: _____

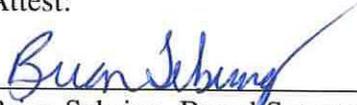
Krystal C. Valdez, County Clerk

RED OAK ISD

By: _____

John Anderson, Board President

Attest:



Brian Sebring, Board Secretary

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND RED OAK ISD**

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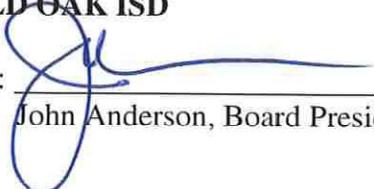
ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

RED OAK ISD

By:  _____
 John Anderson, Board President

Attest:


 Brian Sebring, Board Secretary

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

Todd Little

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

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 Commissioner’s 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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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: December 20, 2022

NAME: Tim Birdwell

PHONE: 972-825-5555 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: December 27, 2022

DESCRIPTION OF AGENDA REQUEST: Consent Agenda Item (as follows)

On behalf of the Emergency Service District Board Members: Request approval of the re-appoints and resignations of the following ESDs for two-year terms beginning on January 1, 2023, through December 31, 2024

ESD#1 Maypearl – Marcus Brown, James Morrison. **ESD#2** John Binford, Ronald Russell. **ESD#3** Joseph Barrett, Vincente Guerrero, Albert Garcia. **ESD#4** Steven Wakeland, Brian Henson. **ESD#5** Alfred Lemon, Dallas Dial. **ESD#6** Charles McCormack, William Howell. **ESD#7** Robert Grimes.

Please accept the resignation of: ESD#1 Maypearl Garris Harrison. **ESD#4** Robert McMillan. **ESD#6** Randy Johnston. **ESD#7** David Futral.

*

County Attorney Approval

TEXAS LAWYERS' INSURANCE EXCHANGE
1801 South MoPac Expressway, Suite 300
Austin, Texas 78746
(512) 480-9074
Toll Free 1-(800) 252-9332
FAX (512) 482-8738



DECLARATIONS

PROFESSIONAL LIABILITY INSURANCE POLICY. (THIS IS A CLAIMS MADE POLICY. CLAIMS EXPENSES REDUCE LIMITS OF LIABILITY. PLEASE READ POLICY CAREFULLY.)

Policy Form: Judges' Professional Liability Policy (Form JP-4)

Policy Number: 01390J01 Member Number: 101154 Number of Insureds: 1

Item 1: Name of Insured: Todd Brent Little
Address: 101 West Main Street
Waxahachie, TX 75165

Item 2: Policy Period: Effective Date: January 1, 2023 Expiration Date: January 1, 2024
(12:01A.M. standard time at the address of the Named Insured)

Item 3: Retroactive Date: January 1, 2023
(12:01A.M. standard time at the address of the Named Insured)

Item 4: Limits of Liability: 1,000,000 Each Claim
1,000,000 Aggregate

Item 5: Deductible: 1,000 Aggregate

Item 6: Expense Allowance: 0

Item 7: Premium: 1,500
Policy Initiation Fee: 0
Total: 1,500

Item 8: Number of Endorsements 0

In witness whereof, Texas Lawyers' Insurance Exchange has caused this policy to be signed by its Attorney-in-Fact and countersigned by a duly authorized representative of the Association.

TEXAS LAWYERS' INSURANCE EXCHANGE

By: Michael D. Yarber
Michael D. Yarber, President

Gary R. Maitre
Gary Maitre, Senior Vice President

**FOR INFORMATION, OR TO MAKE A COMPLAINT,
CALL 1-800-252-9332**



<p align="center"><u>IMPORTANT NOTICE</u></p> <p align="center">To obtain information or make a complaint:</p>	<p align="center"><u>AVISO IMPORTANTE</u></p> <p align="center">Para obtener informacion o para someter una queja:</p>
<p>You may contact Texas Lawyers' Insurance Exchange ("TLIE") at (512) 480-9074.</p>	<p>Puede comunicarse con Texas Lawyers' Insurance Exchange ("TLIE") a (512) 480-9074</p>
<p>You may call TLIE's toll-free telephone number for information or to make a complaint at:</p> <p align="center">800-252-9332</p> <p>You may also write to TLIE at:</p> <p align="center">Texas Lawyers' Insurance Exchange 1801 S. Mopac, Suite 300 Austin, Texas 78746</p> <p>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:</p> <p align="center">800-252-3439</p>	<p>Usted puede llamar al numero de telefono gratis de TLIE's para informacion o para someter una queja al:</p> <p align="center">800-252-9332</p> <p>Usted tambien puede escribir a TLIE:</p> <p align="center">Texas Lawyers' Insurance Exchange 1801 S. Mopac, Suite 300 Austin, Texas 78746</p> <p>Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:</p> <p align="center">800-252-3439</p>
<p>You may write the Texas Department of Insurance at:</p> <p align="center">P. O. Box 149104 Austin, TX 78714-9104</p> <p align="center">Fax: 512-475-1771</p> <p align="center">Web: www.tdi.state.tx.us</p> <p align="center">E-mail: ConsumerProtection@tdi.state.tx.us</p>	<p>Puede escribir al Departamento de Seguros de Texas:</p> <p align="center">P. O. Box 149104 Austin, TX 78714-9104</p> <p align="center">Fax: 512-475-1771</p> <p align="center">Web: www.tdi.state.tx.us</p> <p align="center">E-mail: ConsumerProtection@tdi.state.tx.us</p>
<p>PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p>ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.</p>	<p>DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p>UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>



Telephone: (512) 480-9074
Toll-Free (in Texas only): 1-800-252-9332
Fax: (512) 482-8738
Website: www.tlie.org
Member Services: info@tlie.org
Claims: claims@tlie.org

JUDGES' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE:

This is a "claims made and reported" policy. Subject to all terms, conditions, exclusions and limits of liability, the policy provides coverage only for Claims that are first made against the Insured and reported in writing to the Association during the policy period, regardless of when the acts, errors or omissions on which the Claim is based occurred. **PLEASE CAREFULLY REVIEW THE POLICY.**

**FOR MORE INFORMATION, TO REPORT A CLAIM,
OR TO FILE A COMPLAINT CALL:
1-800-252-9332**

In consideration of the payment of the premium and, when applicable, the Deductible stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this policy, Texas Lawyers' Insurance Exchange (a reciprocal insurer, herein called the "Association") agrees with the Named Insured as follows:

ARTICLE 1. DEFINITIONS

Whenever used in this policy the term

1.1 "Business Enterprise" means:

any commercial or not-for-profit activity or entity, including any subsidiary and/or affiliated entities, in which the Insured is engaged other than the Insured's judicial service; provided however, that any bar-related or court-appointed service by the Insured will not be considered a "Business Enterprise."

1.2 "Claim" means:

a demand, including service of suit or institution of arbitration proceedings, for money against the Insured. A Multiple Claim shall constitute one Claim for purposes of this policy.

1.3 "Claim Expenses" means:

(a) fees and expenses charged by attorneys engaged by the Association to represent the Insured in the defense of a Claim, and

(b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit, arbitration, mediation or other proceeding arising in connection therewith, if incurred by the Association, or by the Insured with written consent of the Association; provided, however, that Claim Expenses does not include salaried charges of regular employees or officials of the Association, nor does Claim Expenses include any fees or costs incurred by the Insured without the prior written consent of the Association, including any fees and costs incurred prior to the date the Claim is first reported to the Association.

1.4 "Court of Record" means:

any of the following courts, whether criminal and/or civil and including such special courts as family and probate courts. Courts of the State of Texas: County Courts, County Courts at Law, District Courts, Administrative Judicial Districts, Courts of Appeal, Court of Criminal Appeals and the Supreme Court of Texas. Courts of the United States of America: United States District Courts, United States Bankruptcy Courts and the United States Court of Appeals for the Fifth Circuit.

1.5 "Damages" means:

a monetary judgment, award or settlement, but does not include:

(a) any fine, penalty, or other administrative or court-imposed monetary sanction of any nature against the Insured, or

(b) Claim Expenses.

1.6 "Deductible" means:

the amount designated as such in the Declarations.

1.7 "DTPA" means:

The Texas Deceptive Trade Practices and Consumer Protection Act, Texas Business and Commerce Code Sections 17.41 et seq.

1.8 "Insured" means:

the Named Insured, defined as the individual designated in Item 1 of the Declarations.

1.9 "Judge" means:

a duly elected, appointed, presiding or visiting Judge in a court of record. The term "Judge" includes federal magistrates.

1.10 "Limit of Liability - Each Claim" means:

the limit of liability for each Claim as set forth in Article 4.1 of this policy.

1.11 "Limit of Liability - Policy Aggregate" means:

the limit of liability for all Claims under the policy as set forth in Article 4.2 of this policy.

1.12 "Multiple Claim" means:

two or more Claims, by one or more claimants, that arise out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions.

1.13 "Named Insured" means:

the individual designated in Item 1 of the Declarations.

1.14 "Policy Period" means:

the period from the effective date and time of this policy, as set forth in the Declarations, to the policy expiration date and time, as set forth in the Declarations, unless the policy is canceled earlier by the Named Insured or the Association, in which event the Policy Period shall end on the date and time of such earlier cancellation.

1.15 "Judicial Services" means:

- (a) judicial duties performed as a duly elected, appointed, presiding or visiting judge in a court of record, or
- (b) administrative duties performed as a judge, provided that:
 - (i) such administrative duties are required or permitted duties of judges under the laws of the State of Texas and/or the laws of the United States of America, and
 - (ii) the acts or omissions of the Insured are within the scope of the Insured's authority to perform such duties.

1.16 "Related Individual" means:

a person currently related to the Insured within the third degree by consanguinity or affinity, and any trust or estate of which any such person is a beneficiary.

1.17 "Retroactive Date" means:

the date, if any, designated as such in the Declarations.

ARTICLE 2. COVERAGE

2.1 Coverage for Judicial Liability.

Subject to all terms, conditions, exclusions and limits of liability of this policy, and in reliance upon the representations made in the application attached to and made a part of this policy, the Association agrees to pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages, including actual and additional damages assessed under the DTPA, as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND FIRST REPORTED IN WRITING TO THE ASSOCIATION DURING THE POLICY PERIOD based on or arising out of any act, error or omission:

- (a) occurring during or prior to the Policy Period, but subsequent to the Retroactive Date, if one is shown in the Declarations, and
- (b) arising out of Judicial Services rendered or that allegedly should have been rendered for others by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible.

2.2 Defense and Settlement.

For any Claim seeking Damages payable under this policy, the Association shall have the right to engage counsel and shall have the duty to defend such Claim, even if any or all of the allegations of the Claim are groundless, false or fraudulent. Unless extenuating circumstances exist, the Association will consult in advance with the Named Insured regarding selection of defense counsel. The Association may investigate and settle any Claim as it deems reasonable and appropriate. If a governmental body or agency provides the Insured with a defense to a Claim, the Association shall not be obligated to reimburse the governmental body or agency for such defense. However, if a governmental body or agency provides the Insured with a defense to a Claim, the Association may also defend the Claim at its option or at the written request of the Insured. The Association shall not settle a claim without first consulting the Named Insured, but the Named Insured's consent to settle shall not be required. However, if a decision to settle is reached by the Association more than fifteen (15) days before a trial setting of such Claim, and if the Named Insured shall disagree with the Association's decision to settle, the Named Insured may within three (3) days after notification of this decision, appeal to the President of the Association. The President of the Association shall immediately appoint a Peer Review Committee composed of not less than three (3) members of the Association which shall review the matter (and in its discretion, may permit a personal presentation by the Named Insured). Upon completion of its review, the Peer Review Committee shall determine whether the proposed settlement is

reasonable, and it shall immediately advise the Association and the Named Insured of its decision. Such decision of the Peer Review Committee shall be final.

The Association is not required to take an appeal in any suit but may do so if the Association, in its discretion, determines an appeal to be reasonable and appropriate.

2.3 Payment of Claim Expenses.

Subject to Article 4 of this policy entitled "Limits of Liability and Other Insurance," including, without limitation, Articles 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 thereof entitled respectively "Limit of Liability – Each Claim," "Limit of Liability – Policy Aggregate," "Damages and Claim Expenses Included in Limits of Liability," "Deductible," "Optional Claim Expense Allowance" and "Other Insurance," the Association shall pay Claim Expenses.

2.4 Policy Territory.

This policy applies to acts, errors or omissions occurring anywhere in the world, provided that the Association shall have no obligation to pay any amount as Damages pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or defend the Insured pursuant to Article 2.2 of this policy entitled "Defense and Settlement" in such suit or proceeding. However, the Association may, at its option, assume the defense of such a suit or proceeding. Even if the Association defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the Insured with respect to any judgment or award of Damages in such proceeding.

ARTICLE 3. EXCLUSIONS

This policy does not apply:

3.1 To any Claim based on or arising out of:

- (a) any allegedly criminal act, error or omission,
- (b) any allegedly dishonest or fraudulent act, error or omission, including conspiracy, or
- (c) any allegedly malicious or deliberately wrongful act, error or omission, except that the Association will provide a defense to a Claim for malicious prosecution.

However, this exclusion will not apply to any Insured who did not participate in, acquiesce to or remain passive after becoming aware of the act, error or omission which forms the basis of the Claim excluded by this provision, but only with respect to actual or compensatory Damages.

3.2 To any Claim based on or arising out of any fine, penalty, or any other court-imposed or administrative monetary sanctions of any nature assessed against any Insured or any Insured's client.

3.3 To any Claim by, against or relating to, in whole or in part, any Business Enterprise:

- (a) owned in whole or in part by any Insured or Related Individual at the time of the Professional Services, except that ownership of less than 5% of the total issued and outstanding shares in a publicly traded corporation shall not be considered an ownership interest for the purposes of this exclusion,
- (b) in which any Insured or Related Individual served as an officer, director, partner, trustee or employee at the time of the Professional Services, except that the service of any Insured or Related Individual as Secretary or Assistant Secretary to a corporation shall not be considered to be service as an officer of a Business Enterprise if the functions performed as Secretary or Assistant Secretary are limited to ministerial acts, or
- (c) controlled, operated or managed, directly or indirectly, by any Insured or Related Individual at the time of the Professional Services.

3.4 To any Claim based on or arising out of any Insured's services and/or capacity as:

(a) an owner, officer, director, partner, trustee, or employee of a Business Enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust,

(b) a public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency (other than a duly elected or appointed judge), or

(c) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3.5 To any loss sustained by any Insured as the beneficiary or distributee of any trust or estate.

3.6 To any Claim by any current or former Insured or Related Individual.

3.7 To any Claim based on or arising out of any sickness, disease or physical injury to any person, or death resulting from any such sickness, disease or injury. However, this exclusion will not apply to a Claim for mental anguish or emotional distress based on or arising out of Judicial Services that were rendered, or that allegedly should have been rendered, by the Insured.

3.8 To any Claim based on or arising out of any injury to or destruction of any property, including the loss of use of such property.

3.9 To any Claim or proceeding which does not seek money damages including, without limitation, removal actions, mandamus proceedings and hearings before the Judicial Qualifications Commissions.

3.10 To any Claim based on or arising out of any circumstance, act, error or omission that occurred prior to the date on which the Named Insured was first insured and continually renewed by the Association, if on such date any Insured knew, or reasonably should have known, that such circumstance, act, error or omission might form the basis of a Claim against the Insured, including any circumstance, act, error or omission that was previously reported to another insurance carrier.

ARTICLE 4. LIMITS OF LIABILITY AND OTHER INSURANCE

4.1 Limit of Liability – Each Claim.

Subject to the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," the liability of the Association for each Claim shall not exceed the amount stated in the Declarations for each Claim.

4.2 Limit of Liability – Policy Aggregate.

Subject to the Limit of Liability – Each Claim and the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," liability of the Association for all claims shall not exceed the amount stated in the Declarations as "Aggregate."

4.3 Multiple Claims or Claimants.

A Multiple Claim shall be one Claim for all purposes of this policy. The making of demands by more than one person or organization shall not operate to increase the Association's limit of liability.

4.4 Damages and Claim Expenses Included in Limits of Liability.

The Association shall not be obligated to pay any Damages or Claim Expenses, or continue to undertake defense of any Claim after the Limit of Liability – Each Claim or the Limit of Liability – Policy Aggregate have been exhausted by payments of Damages and/or Claim Expenses or by deposit of the applicable available limit of liability in a court of competent jurisdiction; and that, in such a case, the Association shall have the right to withdraw from further defense thereof by tendering control of the defense to the Named Insured, and the Named Insured agrees, as a condition to the issuance of this policy, to accept such tender.

4.5 Deductible.

Unless otherwise stated in the Declarations, the Deductible is an aggregate amount for all Claims. The amount of the applicable Limit of Liability includes the amount of the Deductible. The Named Insured shall pay to the Association the amount paid by the Association on behalf of the Insured for Damages and/or Claim Expenses up to the amount of the Deductible. After any part of the Deductible has been incurred for Damages and/or Claim Expenses, the applicable Limit of Liability is reduced by that amount of the Deductible incurred.

4.6 Other Insurance.

If the Insured has any other insurance coverage that applies to a Claim made under this policy, the coverage provided by this policy shall be in excess to the Insured's other coverage, even if the Insured's other coverage is stated to be primary, contributory, excess, contingent or otherwise, unless the Insured's other coverage is specifically written as excess coverage over the coverage provided by this policy.

If more than one Association policy applies to a Claim under this policy against any Insured who is covered by more than one Association policy, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

If more than one Association policy applies to a Claim that arises out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions, because the Insured under this Association policy and another Association policy(ies) were stockholders in, partners of, Of Counsel to or employees of the same firm at the time of the acts, errors or omissions which form the basis of the Claim, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

4.7 Reimbursement.

If the Association has paid any amounts as Damages or Claim Expenses in excess of the applicable limits of liability or within the amount of the applicable Deductible, the Insured shall be liable to the Association for any and all such amounts and upon written demand for interim and/or final payment, shall pay such amounts within 30 days to the Association. If any such amounts are not paid to the Association when due, the Association may deduct such amounts, plus accumulated interest at the rate of 10% APR from the date due, from any future distributions due to the Named Insured.

ARTICLE 5. CLAIMS

5.1 Notice of Claim or Suit.

As a condition precedent to coverage under this policy, the Insured shall, as soon as practicable, report to the Association, in writing and during the Policy Period:

(a) any Claim made against the Insured which might be covered by this Policy, along with any demand, notice, summons or other process received by the Insured or its representative; and

(b) any act, error or omission which could reasonably be expected to form the basis of a Claim, but upon which no Claim has yet been made, along with complete details regarding the act, error or omission, any injury or damage which could result from such act, error or omission; and how the Insured first became aware of such act, error or omission. Provided the Insured strictly complies with this provision, any Claim subsequently made against the Insured based on or arising out of such act, error or omission shall be deemed to have been reported to the Association on the date the Association received notice of the act, error or omission.

5.2 Assistance and Cooperation of the Insured.

The Insured shall cooperate with the Association and, upon the Association's request, assist in making settlements, assist in the conduct of suits, and assist in enforcing any right of the Association under Article 5.6, entitled "Subrogation"; and specifically, but without limitation, the Insured shall provide copies of all pertinent documents to the Association, provide reasonable reports regarding the Claim to the Association, attend hearings, mediations,

arbitrations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own expense, settle any Claim, make any payment, assume any obligation, admit any liability, stipulate to any judgment against the Insured or incur any expense, without the prior written consent of the Association.

5.3 Arbitration.

The Association shall be entitled to exercise all of the Insured's rights in the choice of arbitration, in the selection of a situs for arbitration and in the conduct of any arbitration proceeding involving a Claim covered by this policy.

5.4 Date of Reporting.

A Claim shall be considered reported to the Association on the date when it was first reported in writing to the Association. A Multiple Claim shall be considered reported to the Association on the date the first of the demands for money which constitute the Multiple Claim is reported in writing to the Association, or the date on which the Association first receives written notice under Article 5.1(b) of a specific act, error or omission which may constitute all or part of the Multiple Claim, whichever is earlier.

5.5 Subrogation.

In the event of any payment under this policy, the Association shall be subrogated to the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver to the Association all necessary instruments and take whatever action is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Association shall have the right to pursue subrogation in the name of the Insured or in its own name.

The Association shall not exercise any such rights against any persons, firms or entities included in the definition of "Insured," with the following exceptions. The Association reserves the right to exercise any rights of subrogation against the Insured if that Insured committed any acts for which the Insured's coverage is excluded by Article 3.1, and those acts caused, in whole or in part, any liability covered under this policy. The Association may pursue any subrogation rights or coverage claims which the Insured may have under any other insurance policy.

5.6 Action Against the Association.

No action shall lie against the Association unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Association.

Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Association as a party to any action against the Insured to determine the Insured's liability, nor shall the Association be impleaded by the Insured or its legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Association of its obligations hereunder.

ARTICLE 6. OTHER CONDITIONS

6.1 Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Association from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued as a part of this policy and signed by an officer of the Association.

6.2 Assignment.

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and

covered by this policy.

6.3 Cancellation/Nonrenewal.

This policy may be cancelled by the Insured by surrender thereof to the Association or any of its authorized agents or by mailing to the Association written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled upon 30 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice stating when such cancellation shall be effective; provided, however, only 10 days' notice shall be required to cancel this policy for failure to pay premiums; and further provided that the Association's right to cancel this policy shall be subject to any statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the Policy Period. The Association may in its discretion refuse to renew this policy upon 60 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice of the nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Association shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the Association cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6.4 Entire Contract.

By acceptance of this policy, the Insured agrees that all statements and provisions in the Declarations and in the Insured's application for this policy form a part of this policy and are true and correct and that this policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the Insured and the Association relating to this insurance.

6.5 Applicable Law.

This policy shall be interpreted in accordance with the laws of the State of Texas. Venue of any litigation based on or arising out of this policy shall be Travis County, Texas. 6.6 Reciprocal Association Policy Conditions.

(a) Member of the Association.

Each Named Insured, by virtue of the issuance of this policy, is a member of the Association as long as this policy is in force. Each Named Insured shall be entitled to one vote at the time of meetings of members of the Association, either in person or by proxy at such meetings. Upon cancellation or upon other termination of the policy, the Named Insured ceases to be a member of the Association.

(b) Policy Distributions.

The Named Insured is a Member of the Association and shall receive distributions in accordance with the conditions determined by the Board of Directors.

(c) Nonassessable.

This policy is nonassessable. The Association shall not assess any Insured any additional premiums for any adverse expense or loss experienced by the Association.

TEXAS LAWYERS' INSURANCE EXCHANGE

By: 
Michael D. Yarber, President



NOTICE REGARDING:

**THE TERRORISM RISK INSURANCE PROGRAM and
THE OFFICE OF FOREIGN ASSETS CONTROL**

The Terrorism Risk Insurance Act of 2002 created a federal program that provides for a system of shared public and private compensation for certain insured losses resulting from a certified act of terrorism. The program is administered by the US Department of Treasury. The Act also created a system for insurers to file claims with the Treasury Department for partial reimbursement of payments for covered losses caused by certified acts of terrorism. Those losses would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

In the unlikely event that TLIE paid a claim under your policy that resulted from a certified act of terrorism, TLIE may seek partial reimbursement from the Treasury Department under the program created by the Act. No premium is charged by TLIE for this coverage, and no action is required on your part. More information regarding the Terrorism Risk Insurance Program can be found at: <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/federal-insurance-office/terrorism-risk-insurance-program>.

The US Department of Treasury's Office of Foreign Assets Control ("OFAC") administers and enforces economic and trade sanctions against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. The policy is applicable to all US citizens, permanent residents, and companies located in the US and their overseas branches. Insurance carriers are prohibited from making claim or other payments to persons or entities identified on the OFAC's list of "Specially Designated Nationals" that would be in violation of any US economic or trade sanction. For more information regarding Foreign Assets Control Regulations, call (212) 622-2490 or visit OFAC's website at: <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: suretytx@rlicorp.com
RLISURETY.COM

Official Bond And Oath

Bond No. LSM1737497

KNOW ALL MEN BY THESE PRESENTS:

That we, Louis Ponder, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Ellis County Judge in the penal sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 20th day of December, 2022.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly elected appointed to the office of Justice of the Peace, State of Texas, for the term commencing on the 1st day of January, 2023 and ending on the 31st day of December, 2026.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Countersigned

N/A



Louis Ponder

Principal

RLI Insurance Company

B. W. Davis
Barton W. Davis Vice President

**OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

County, Texas

OATH OF OFFICE
(GENERAL)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____ Principal
Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL _____ Notary Public
_____ County, Texas

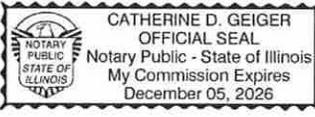
ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois }
County of Peoria } ss

On this 20th day of December, 2022, before me, the undersigned officer, personally appeared Barton W. Davis who acknowledged himself to be the aforesaid Vice President of the RLI Insurance Company, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Catherine D. Geiger _____ Peoria
Notary Public County
Catherine D. Geiger



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1737497

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as its true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Louis Ponder
Obligee: Ellis County Judge
Type Bond: Justice of the Peace
Bond Amount: \$ 5,000.00
Effective Date: January 1, 2023

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of December, 2022.



RLI Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 20th day of December, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 20th day of December, 2022.

RLI Insurance Company
By: Jeffrey D. Pick Corporate Secretary

A0006221

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Louis Ponder, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Justice of the Peace

City and/or County: Ellis County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: suretytx@rlicorp.com
RLISURETY.COM

Texas Policyholder Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

RLI Insurance Company or CBIC Insurance Company

To get information or file a complaint with your insurance company:

Call : 800-645-2402

Online: <https://www.rlicorp.com/contact-rli>

Email: suretyil@rlicorp.com

Mail: 9025 N. Lindbergh Drive, Peoria, IL 61615.

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: suretytx@rlicorp.com
RLISURETY.COM

Texas Policyholder Notice

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

RLI Insurance Company or CBIC Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame: 800-645-2402

En línea: <https://www.rlicorp.com/contact-rli>

Correo electrónico: suretyil@rlicorp.com

Dirección postal: 9025 N. Lindbergh Drive, Peoria, IL 61615.

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 70211021

That we, Melanie Price Reed, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1Governor of Texas, his successors in office, in the sum of 2One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 9th day of December, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly Elected (Elected—Appointed) to the office of District Clerk in and for 3Ellis County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of the office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____,

County Court _____ County _____ County Judge,
_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

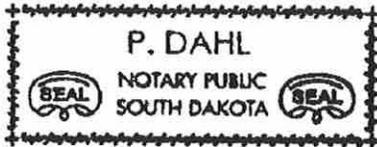
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy _____ County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ 9th _____ day of _____ December _____,
_____ 2022 _____, personally appeared _____ Paul T. Bruflat _____ to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One District Clerk County of Ellis

bond with bond number 70211021

for Melanie Price Reed

as Principal in the penalty amount not to exceed: \$100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 9th day of December, 2022.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 9th day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



A.20

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

PUBLIC OFFICIAL BOND

Bond Number W150331804

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Dan Cox
of 1333 E Marvin Ave, Waxahachie, State of Texas, as Principal, and
the Old Republic Surety Company organized under the Laws of the State of
Wisconsin, as Surety, with its Home Office in
Brookfield in said state, are held and firmly bound unto
Ellis County Judge
109 S Jackson, Waxahachie, TX 75165,
as Obligee, in the penal sum of Five Thousand Dollars (\$ 5,000.00),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 28th day of September, 2022.

WHEREAS, the above-named Principal has been duly appointed or elected
Justice of The Peace of the Ellis County Judge
State of Texas for the definite/indefinite term beginning on the
December 31, 2022 and ending on the December 31, 2023.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: _____

By: [Signature] Principal

Old Republic Surety Company

Surety

Witness: Amenda Potts

By: Elise Faust Attorney-in-fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Elise Faust of Brookfield, WI**

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 12/31/2022

Bond Number: W150331804 Bond Amount: Five Thousand Dollars \$ 5,000.00

Principal Name: Dan Cox
Obligee Name: Ellis County Judge, Texas

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0896747



Signed and sealed at the City of Brookfield, WI this 28th day of September, 2022.

Karen J. Haffner
Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd, Unit 260
Arlington, TX 76006**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**2201 E Lamar Blvd, Unit 260
Arlington, TX 76006**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 64439890

That we, Krystal Valdez, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County of Ellis, his successors in office, in the sum of Five Hundred Thousand and 00/100 DOLLARS (\$500,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 21st day of December, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly Elected (Elected—Appointed) to the office of County Clerk in and for Ellis County, State of Texas, for a term of four years commencing on the 1st day of January, 2023.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Date _____

Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

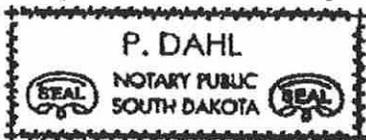
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 21st day of December,
2022, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires June 18, 2025

P. Dahl
Notary Public

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Clerk County of Ellis

bond with bond number 64439890

for Krystal Valdez

as Principal in the penalty amount not to exceed: \$500,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of December, 2022.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

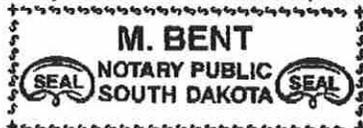
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of December, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



F.1

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 P.M. 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: 12/19/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y) (N)

NAME: Janet S. Martin, CPA CFE

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022

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

****CONSENT AGENDA - FINANCIAL****

Accept Sedgwick Claims Management / Argonaut Insurance Reimbursement in the amount of \$19,435.88 as Unanticipated Revenue.

Request for Special Budget of Unanticipated Revenue:

Increase 001-0015-507020 - Jail Repairs by \$19,435.88

Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.

* _____
County Attorney Approval



Ellis County Treasurer
 Cheryl Chambers
 101 W. Main Street, Suite 203
 Waxahachie TX 75165
 Phone: (972) 825-5127

Official Receipt

Receipt Number:
R2022-02902

Receipt Date

12/19/2022

Received From: SEDGWICK CLAIMS MANAGEMENT/ARGONAUT INSURANCE
 Comments: 12/09/2022 INSURANCE REIMBURSEMENT: CLAIM 4A22069Y6PR-0001

COPY

Description	Account #	Amount
DEPOSIT TOTAL		\$19,435.88
INSURANCE REIMB	001-0010-406590	19435.88

Check	\$19,435.88	Total Amount	\$19,435.88
132678093		Total paid	\$19,435.88
		Change	\$0.00

Issued By: LHartley *HL* Batch: B12192022-00263

Jail repairs

Sedgwick Claims Management Services, Inc
 PO Box 14151
 Lexington, KY 40512-4151

DATE	CHECK AMOUNT	CHECK NUMBER
12/09/2022	19,435.88	132678093
PAYEE	TAX ID	
ELLIS COUNTY, TX	None	
SCMS UNIT	PAGE	
660 Sedgwick Claims Management Services, Inc	01 of 01	



ELLIS COUNTY, TX
 101 W. MAIN ST
 WAXAHACHIE TX 75165

001-0010-406590

Claimant Name	Loss Date	Claim Number
ELLIS COUNTY, TX	06/09/2022	4A22068Y6PR-0001
Amt Paid: 19,435.88	Description: Damage to building	
Dates: 06/09/2022 - 12/08/2022	Comment: RCV for building damage, less \$5000 deduct ble	

RECEIVED

DEC 16 2022

ELLIS COUNTY TREASURER

SWKRM SDM 00 NP

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick as agent for Argonaut Insurance
 Argonaut Great Central Insurance Company

ORIGIN Wells Fargo Bank, N.A.
 6609545

VOID AFTER 60 DAYS

DATE: 12/09/2022

132678093

62-22
 311

PAY: *****NINETEEN THOUSAND FOUR HUNDRED THIRTY FIVE AND 88/100 DOLLARS

\$19,435.88

PAY TO THE ORDER OF ELLIS COUNTY, TX

John Sawyers

[Signature]

1632217940

MEMO: _____ MP

Argonaut Insurance Company, Principal
 Sedgwick Claims Management Services, Inc. Agent By:

⑈ 132678093⑈ ⑆031100225⑆ 2079950059703⑈

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: 12/19/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet S. Martin, CPA CFE

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022

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

****CONSENT AGENDA - FINANCIAL****

Accept Buy Board Cooperative Rebate in the amount of \$15,986.00, as Unanticipated Revenue.

Request for Special Budget of Unanticipated Revenue:

Increase 001-0140-506940 - Employee Recognition by \$15,986.00

Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.

* _____
County Attorney Approval



Ellis County Treasurer
 Cheryl Chambers
 101 W. Main Street, Suite 203
 Waxahachie TX 75165
 Phone: (972) 825-5127

Official Receipt

Receipt Number:
R2022-02785

Receipt Date
12/05/2022

COPY

Received From: BUY BOARD COOPERATIVE

Comments: FY2021-2022 PURCHASING COOPERATIVE REBATE

Description	Account #	Amount
BUY BOARD COOPERATIVE REBATE		\$15,986.00
MISC REIMBURSEMENTS	001-0010-400030	15986.00

EFT	\$15,986.00	Total Amount	\$15,986.00
		Total paid	\$15,986.00
		Change	\$0.00

Issued By: LHartley *LH* Batch: B12052022-00252

employee recognition. 001-0140-506940

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/20/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet Martin, CPA CFE

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022

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

**** CONSENT AGENDA - FINANCIAL ****

Request for approval to disburse property tax refunds in the amount of \$3,699.76 by the Ellis County Tax Collector.

* _____
County Attorney Approval



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



Richard Rozier
Ellis County Tax Assessor/Collector

P.O Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151

E-Mail: Richard.rozier@co.ellis.tx.us

December 14, 2022

Request for Approval of December 27th, 2022 Commissioner's Court

Refund to be issued	Account #	Refund Amount
Maria Ovalle ✓	236874 ✓	\$3,699.76 ✓

Total Refunds: \$3,699.76

Rachel Conte Administrator - Property Tax

Todd Little, County Judge

Commission Perry, Pct. 3

Commissioner Stinson, Pct 1

Commissioner Butler, Pct. 4

Commissioner Grayson, Pct 2

Janet Argentin CPA, CFE
audited 12.20.2022



RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 11/03/2022
 Deposit No.: W221101SYEC

MARIA OVALLE
 303 MATY CT.
 GLENN HEIGHTS, TX 75154

Account Number ✓ 236874	
Legal Description of the Property LOT 9 BLK J SUNRISE MEADOW PH IV .28 AC	
303 MARY CT 75154	
OWNER: OVALLE MARY E	

2022 OVERAGE AMOUNT ✓ \$3,699.76

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Maria Ovalle</u> ✓			
	Address: <u>303 Mary Ct.</u>			
	City, State, Zip: <u>Glenn Heights, TX 75154</u>			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:	<u>972-342-2663</u>	E-Mail Address:	<u>dancingma@GMail.com</u>
	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts) <u>\$3,700.26</u>			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
<u>Maria Ovalle</u>		<u>11-3-22</u>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

W22101SYEQ	10/27/2022	51128723	0000650462	EC	\$3,688.76	\$3,688.76	EC	236874	01676682-MARIA OVALLI
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COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/20/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Theresa Taylor

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Human Resources

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022

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

**** CONSENT AGENDA - FINANCIAL ****

DECREASE 001-0140-505580 Contingencies/Reserve by \$600.00

INCREASE 001-0425-508650 Employment Screening by \$600.00

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/19/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Hon. William Wallace

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County 378th District Court

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022

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

**** CONSENT AGENDA - FINANCIAL ****

DECREASE 001-0140-505580 Contingencies/Reserve by \$979.99

INCREASE 001-0190-508190 Computer Software by \$979.99

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/21/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Ann Montgomery

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County County & District Attorney

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022

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

**** CONSENT AGENDA - FINANCIAL ****

DECREASE 001-0360-508350 Training by \$56.76

INCREASE 001-0430-404100 Emergency Preparedness Training by \$56.76

* _____
County Attorney Approval

Kelli Reed

From: Bryan Norris
Sent: Tuesday, December 20, 2022 3:18 PM
To: Kelli Reed
Cc: Ann Montgomery
Subject: FW: CPR Training 2023

I spoke with Tim. They have to pay that fee for the material and certification. If I can, I need line item transfer for 3 participants.



Chief Investigator Bryan A. Norris
Ellis County & District Attorney
109 S. Jackson Street
Waxahachie, Texas 75165
972-825-5050 (office)
214-980-0438 (cell)

From: Joseph Aguilar <joseph.aguilar@co.ellis.tx.us>
Sent: Monday, December 19, 2022 9:50 AM
To: Bryan Norris <bryan.norris@co.ellis.tx.us>
Subject: FW: CPR Training 2023

Here is the information. The first CPR class for 2023 is January 6th.

Joe Aguilar, Investigator
Ellis County & District Attorney's Office
109 S. Jackson Street
Waxahachie, Texas 75165-3745
Main Office: (972) 825-5035
Fax: (972) 825-5047
joseph.aguilar@co.ellis.tx.us



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information is strictly prohibited. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, without disclosing the contents, and notify the sender immediately.

From: Brian Davis <brian.davis@co.ellis.tx.us>
Sent: Wednesday, November 2, 2022 11:21 AM
Cc: Brian Davis <brian.davis@co.ellis.tx.us>
Subject: CPR Training 2023

Good morning All,

Ellis County Office of Emergency Management and Fire Marshal's Office are hosting another series of American Heart Association Certification Cardiopulmonary Resuscitation (CPR) Heart Saver, Automated External Defibrillator (AED), and First Aid training.

The purpose of the training is to help all County employees to have the tools necessary to assist individuals in a time of crisis. This training will prepare individuals with a hands-on skillset to promptly recognize several life-threatening emergencies, give high-quality chest compressions, deliver appropriate ventilations, and provide early use of an AED.

The Heart Saver Provider Course takes approximately 4.5 hours to complete, including skills practice and skills testing. At the end of the training, participants will be issued an American Heart Association CPR Certification Card. Certification will be valid for 2-years.

This training is open to ALL employees, but **Department Head** approval is required prior to registration. Registration is **REQUIRED** due to the **limited training space** and **associated cost** of the training.

Instructions:

- Prior to the training, Department Heads will need to complete a line item transfer to the Ellis County Office of Emergency Management Preparedness Training Line Item.
 - Emergency Preparedness Training Line item (001-0430-404100).
 - This is to reimburse the upfront cost of the CPR Certification Cards and books from the American Heart Association.
 - **CPR Heart Saver** is the generic course offered
 - Target audience: General Population
 - **Cost for the course: \$18.92**
 - Email Samantha Pickett at Samantha.Pickett@co.ellis.tx.us and Tim Birdwell at Tim.Birdwell@co.ellis.tx.us of the incoming line item transfer, transfer court date, and the number of employees attending the training.

Please register for **ONE** of the listed dates and times below. (All course dates below are Heart Saver Courses. Basic Life Support (BLS) Course can be given as the demand is made known).

[CPR Registration 1/6/2023](#)

[CPR Registration 6/9/2023](#)

[CPR Registration 9/8/2023](#)

- **Additional CPR Training:** Our offices can offer **Basic Life Support (BLS)** CPR training for those in a medical or first responder background. If your office/department needs this course, please send us an email with the number of individuals needing the training with possible training dates.
 - BLS courses (for First Responders & Medical Professionals)
 - Cost for the course: \$17.04

If you have any questions or concerns, please do not hesitate to reach out to Brian Davis at Brian.Davis@co.ellis.tx.us.

Thank you,
Samantha Pickett, MPA, CEM®
Emergency Management Coordinator
Ellis County Emergency Management
The Historic Courthouse
101 W. Main St., Ste B105
Waxahachie, TX 75165
Office- (972)825-5199
Fax- (972) 825-5551
Samantha.Pickett@co.ellis.tx.us



1.1-1.4



**Department of Development Agenda Items
 Ellis County Commissioners' Court -
 Tuesday, December 27, 2022
 2:00 PM**

CONSENT AGENDA

-Approve the Department of Development's (DoD) monthly financial report for November 2022, as required by Chapter 114.044 of the Texas Local Government Code.

-Consideration, discussion, and action on a request from the Department of Development (DoD) to reclassify an Inspector I position approved in the FY 2022-23 budget to a Clerk II position.

AGENDA

Agenda Item No. 1.1

Discussion, consideration & action on a plat of Hernandez Addition. The property contains ± 5.00 acres in the Chancey B. Boren Survey, Abstract No. 124, located on the south side of FM 879, ± 1,315 feet west of the intersection of FM 879 and FM 1722, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 2.

Agenda Item No. 1.2

Discussion, consideration & action on a plat of Lee Shipman Addition. The property contains ± 4.23 acres in the John Jacobs Survey, Abstract No. 571, located on the east side of Richland Bend Road, ± 4,190 feet northwest of the intersection of Richland Bend Road and Finn Road, Milford, Road and Bridge Precinct No. 3.

Agenda Item No. 1.3

Discussion, consideration & action on a plat of Tucker Addition. The property contains ± 1.142 acres in the Amasa Howell Survey, Abstract No. 522, located on the north side of Curtis Ray Road, ± 575 feet east of the intersection of Curtis Ray Road and Baucum Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.4

Discussion, consideration, and action to release a maintenance bond and accept infrastructure for Bentley Creek Estates. The property contains ± 114.16 acres of land located 1,200 feet east of the intersection of Greathouse Road and Boz Road, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 3.

ELLIS COUNTY COMMISSIONERS' COURT

Report from: *Department of Development*

Court Date: *December 27, 2022*



CONSENT AGENDA ITEM
DoD Monthly Financial Report

CASE TYPE:

- Amendment
- Plat
- Subdivision Bond
- Variance
- Other**

AUTHORED & PREPARED BY:

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

STAFF RECOMMENDATION:

- Approve, as presented**
- Approve with conditions
- Continue/Table request
- Deny request

AGENDA CAPTION:

Approve the Department of Development's (DoD) monthly financial report for November 2022, as required by Chapter 114.044 of the Texas Local Government Code.

EXECUTIVE SUMMARY:

The County Auditor requested all departments receiving monies to submit a monthly financial report for approval to the Commissioners' Court as required in Texas Local Government Code, Chapter 114.044. This report satisfies this requirement. Below is an estimated summary of revenues & expenditures for November 2022.

REVENUE ACCT NO.	ACCT. NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 410.00
001-0060-400580	PWA (Permits)	\$ 21,500.00
001-0060-400720	Plats (Subdivisions)	\$ 10,066.00
001-0060-400940	Septic Fees	\$ 20,115.00
001-0060-406080	Misc. Fees	\$ 250.00
001-0375-406080	Engineering Plan Review	\$ 500.00
001-0921-406260	Recording Fees	\$ 1,281.00
REVENUES		\$ 54,122.00

REVENUE ACCT NO.	ACCT. NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 135.25
001-0060-507030	Telephone	\$ 240.48
001-0060-508010	Supplies	\$ 681.40
001-0060-508020	Equipment	\$ 0.00
001-0060-508050	Conference	\$ 853.90
001-0060-508060	Dues	\$ 605.00
001-0060-508080	Auto Gas	\$ 1,033.80
001-0060-508090	Auto Repairs	\$ 76.53
001-0060-508100	Auto Tires	\$ 165.22
001-0060-508190	Computer	\$ 0.00
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 245.05
001-0060-508880	Computer Software	\$ 958.33
001-0060-508990	Development Testing	\$ 0.00
EXPENDITURES		\$ 4,994.96

ELLIS COUNTY COMMISSIONERS' COURT

Report from: *Department of Development*

Court Date: *December 27, 2022*



CONSENT AGENDA ITEM
DoD Position Reclassification request

CASE TYPE:

- Amendment
- Plat
- Subdivision Bond
- Variance
- Other

AUTHORED & PREPARED BY:

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

STAFF RECOMMENDATION:

- Approve, as presented
- Approve with conditions
- Continue/Table request
- Deny request

AGENDA CAPTION:

Consideration, discussion, and action on a request from the Department of Development (DoD) to reclassify an Inspector I position approved in the FY 2022-23 budget to a Clerk II position.

EXECUTIVE SUMMARY:

Staff requests a position reclassification of an Inspector I position approved in the fiscal year 2022-23 budget to a Clerk II position due to an increase in office workload and shift in priorities since the approval of the budget by the Commissioners' Court in September.

Since the beginning of the fiscal year, DoD has seen a significant increase in the number of walk-in customers, general development inquiries, phone calls, emails, plat applications, open records requests, and development meetings. Therefore, to keep a high level of customer service and not see a drop off in other internal duties, staff request to reclassify the Inspector I position to a Clerk II or Clerk III to assist with the increased in-office activity.

The salary savings by making this reclassification will be an approximate prorated rate \$4,856. In addition, should the Commissioners' Court approve this change, the Director is ready to implement changes to make the inspector's workload more efficient.

ELLIS COUNTY COMMISSIONERS' COURT

Report from: *Department of Development*

Court Date: *December 27, 2022*



AGENDA ITEM NO. 1.1
Hernandez Addition, Pct. No. 2

CASE TYPE:

- Amendment
- Plat**
- Subdivision Bond
- Variance
- Other

IDENTIFYING LANDMARK:

Parcel ID No. 290203

APPLICANT(s):

Jose Hernandez

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
 Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

- Approve, as presented
- Approve with conditions**
(See Final Analysis header)
- Continue/Table request
- Deny request

AGENDA CAPTION:

Discussion, consideration & action on a plat of Hernandez Addition. The property contains ± 5.00 acres in the Chancey B. Boren Survey, Abstract No. 124, located on the south side of FM 879, ± 1,315 feet west of the intersection of FM 879 and FM 1722, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 2.

EXECUTIVE SUMMARY:

- The applicant wishes to subdivide the property to create one (1) lot for residential use.

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
FM 879	50 ft. from the centerline	10 ft. from the centerline (40 ft. existing ROW)
Source:	Ellis County MTP	

WATER SERVICE:

PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Rockett SUD	*	December 12, 2022

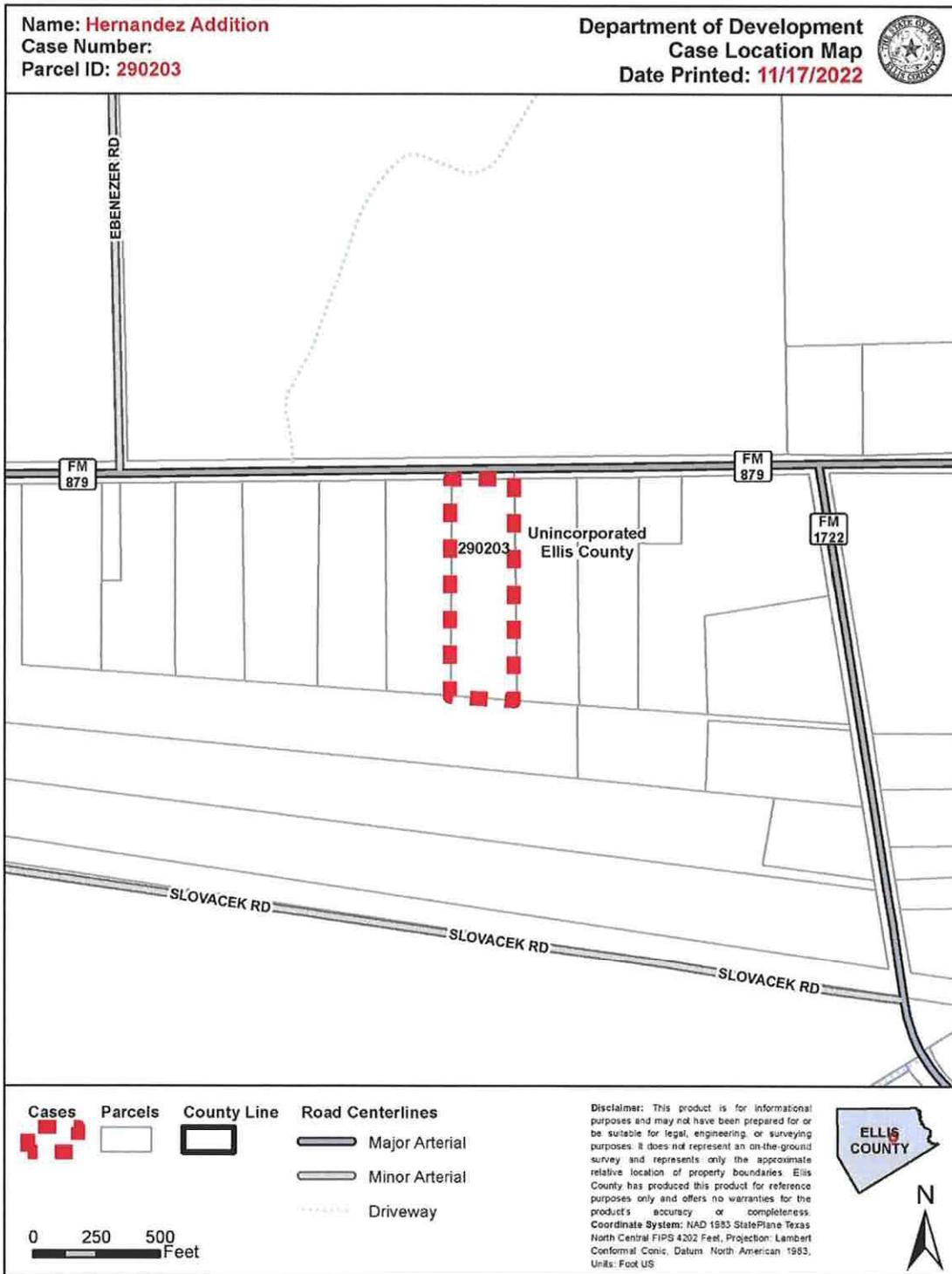
NOTIFICATION REQUIREMENT (if applicable)

TYPE	SENT/ADVERTISED	TOTAL NOTIFIED
N/A	N/A	N/A

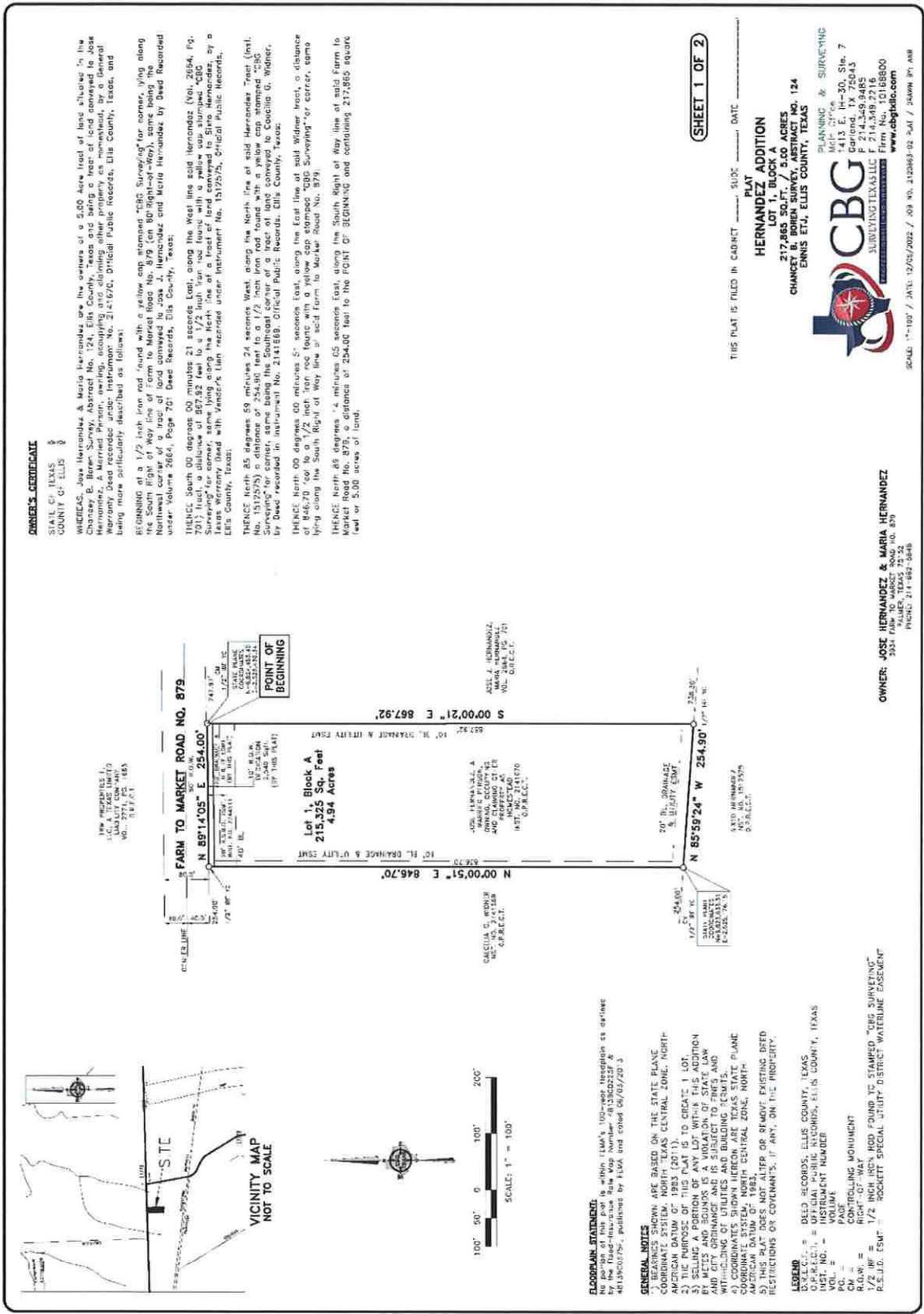
FINAL ANALYSIS:

Upon reviewing the proposed plat, staff confirms that this plat application meets the County's current subdivision regulations and recommends **approval** of this plat, subject to the following conditions:

1. Submittal of a completed utility endorsement form from Rockett SUD.



-98 686414 32 374720 Author: nick magnis GIS@co.ellis.tx.us Date Printed: 11/17/2022 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd



OWNER'S CERTIFICATE
 STATE OF TEXAS
 COUNTY OF ELLIS

WHEREAS, Jose Hernandez & Maria Hernandez are the owners of a 5.00 Acre tract of land situated in the Chansay B. Brown Survey, Abstract No. 124, Ellis County, Texas and being a tract of land conveyed to Jose Hernandez, A Married Person, having, occupying and claiming other property as mentioned, by a General Warranty Deed recorded under Instrument No. 214,389, Official Public Records, Ellis County, Texas, and being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found with a yellow cap stamped "C&G Surveying" for corner, lying along the South Right of Way line of Farm to Market Road No. 879, (on 80 Right-of-Way), more being the Northern corner of the tract and conveyed to Jose J. Hernandez and Maria Hernandez by Deed Recorded under Volume 2664, Page 707 Deed Records, Ellis County, Texas;

THENCE South 00 degrees 00 minutes 21 seconds East, along the West line said Hernandez (Vol. 2664, Pg. 707) for a distance of 867.92 feet to a 1/2 inch iron rod found with a yellow cap stamped "C&G Surveying" for corner, same being the Southeast corner of a tract of land conveyed to Cecilio G. Widner, Lewis Warranty Deed with Vendor's Lien recorded under Instrument No. 1517575, Official Public Records, Ellis County, Texas;

THENCE North 85 degrees 59 minutes 24 seconds West along the North line of said Hernandez Tract (Vol. No. 1517575) a distance of 254.90 feet to a 1/2 inch iron rod found with a yellow cap stamped "C&G Surveying" for corner, same being the Southeast corner of a tract of land conveyed to Cecilio G. Widner, by Deed recorded in Instrument No. 2141889, Official Public Records, Ellis County, Texas;

THENCE North 00 degrees 00 minutes 51 seconds East, along the East line of said Widner Tract, a distance of 846.70 feet to a 1/2 inch iron rod found with a yellow cap stamped "C&G Surveying" for corner, same lying along the South Right of Way line of said Farm to Market Road No. 879;

THENCE North 85 degrees 59 minutes 05 seconds East, along the South Right of Way line of said Farm to Market Road No. 879, a distance of 254.90 feet to the POINT OF BEGINNING and containing 217,865 square feet or 5.00 acres of land.

SHEET 1 OF 2

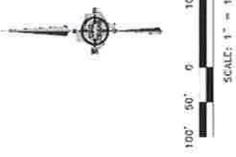
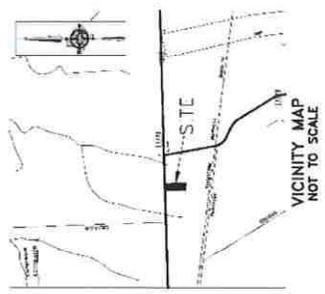
THIS PLAT IS FILED IN CABINET _____, SLUC _____, DATE _____

PLAT
HERNANDEZ ADDITION
LOT 1, BLOCK A
 217,865 SQ.FT. / 5.00 ACRES
 CHANCELLERY INSTRUMENT NO. 124
 ELLIS COUNTY, TEXAS

OWNER: JOSE, HERNANDEZ & MARIA HERNANDEZ
 2024 FARM TO MARKET ROAD NO. 879
 VALLES, TEXAS 75152
 PHONE: 214-897-3848

PLANNING & SURVEYING
CBCG
 CHANCELLERY INSTRUMENT NO. 124
 1413 E. IH-30, Ste. 7
 Garland, TX 75043
 P 214.349.9485
 F 214.349.2718
 www.cbcdpl.com

SCALE: 1"=100' / DATE: 12/05/2022 / 89 No. 210883 02 541 / 30486 01, 048



FLOODPLAIN STATEMENT:
 No portion of this plat is within FEMA's 100-year floodplain as revised by the National Flood Insurance Program, published by FEMA and dated 08/03/2013.

GENERAL NOTES
 1) BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
 2) THE PURPOSE OF THIS PLAT IS TO CREATE 1 LOT.
 3) SELLING A PORTION OF ANY LOT WITHIN THE ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW REGARDING THE CONVEYANCE OF REAL PROPERTY, INCLUDING OF UTILITIES AND BUILDING ZONING.
 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
 5) THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS OR COVENANTS, IF ANY, ON THE PROPERTY.

LEGEND
 O.P.R.E.C.T. = DEED RECORDS, ELLIS COUNTY, TEXAS
 INST. NO. = INSTRUMENT NUMBER
 VOL. & PAGE = BOOK AND PAGE
 C.M. = CONTROLLING MONUMENT
 R.O.W. = RIGHT-OF-WAY
 1/2" = 1/2" IRON ROD FOUND WITH YELLOW CAP STAMPED "C&G SURVEYING"
 P.S.D. E.S.M. = 1/2" ROCKETT SPECIAL UTILITY DISTRICT WATERLINE CASEMENT

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: December 27, 2022



AGENDA ITEM NO. 1.2
Lee Shipman Addition, Pct. No. 3

CASE TYPE:

- Amendment
- Plat**
- Subdivision Bond
- Variance
- Other

IDENTIFYING LANDMARK:

Parcel ID No. 186079

APPLICANT(S):

Tim Lee, Pearl Lee, Hunter Thomas Lee, and Ambria Danielle Shipman

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

- Approve, as presented**
- Approve with conditions
(See Final Analysis header)
- Continue/Table request
- Deny request

AGENDA CAPTION:

Discussion, consideration & action on a plat of Lee Shipman Addition.
The property contains ± 4.23 acres in the John Jacobs Survey, Abstract No. 571, located on the east side of Richland Bend Road, ± 4,190 feet northwest of the intersection of Richland Bend Road and Finn Road, Milford, Road and Bridge Precinct No. 3.

EXECUTIVE SUMMARY:

- The applicant wishes to subdivide the property to create two (2) lots for residential use.

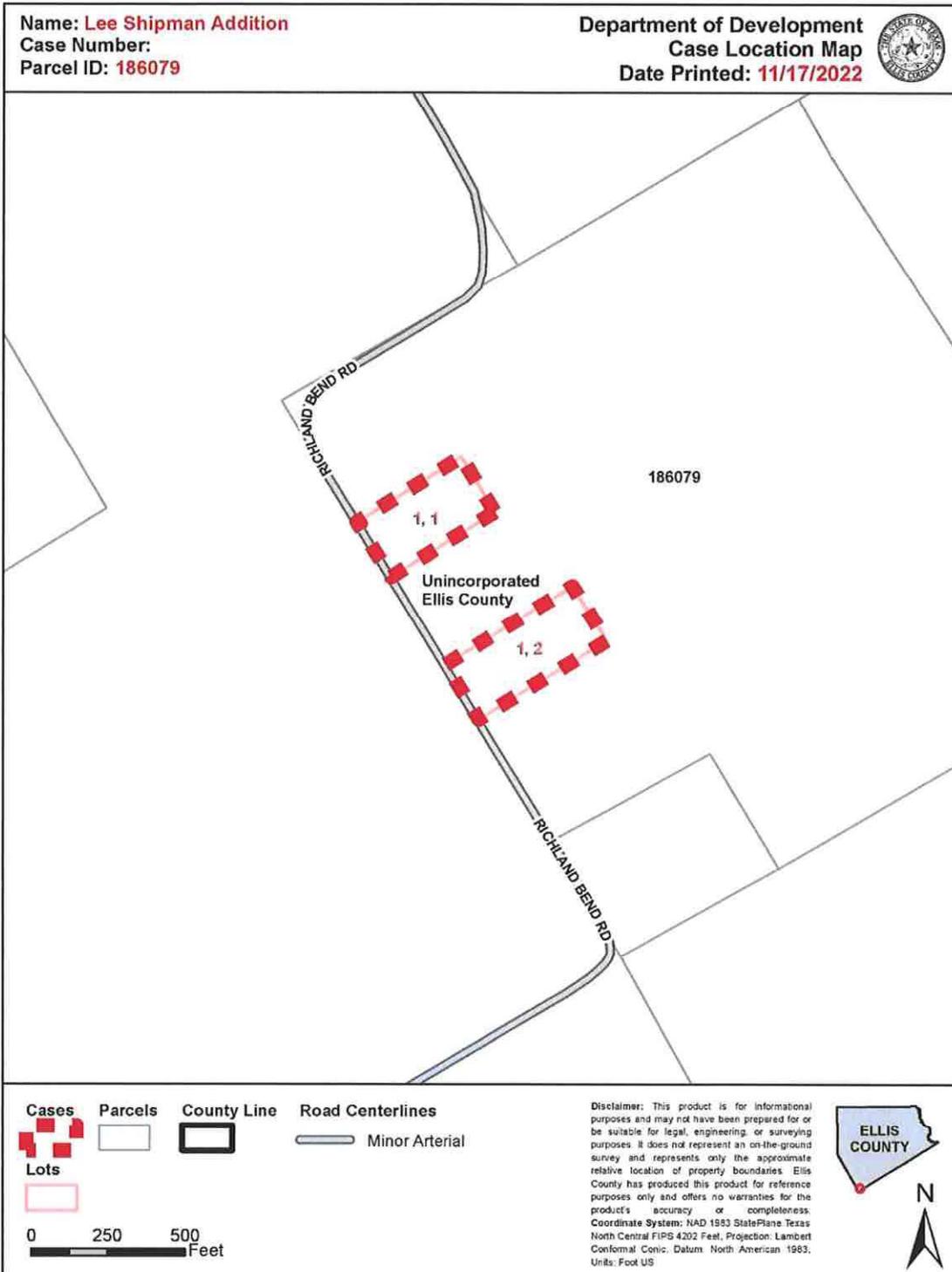
THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Richland Bend Road	30 ft. from the centerline	30 ft. from the centerline
Source:	Ellis County MTP	

WATER SERVICE:		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
South Ellis County WSC	2-inch	November 10, 2022

NOTIFICATION REQUIREMENT (if applicable)		
TYPE	SENT/ADVERTISED	TOTAL NOTIFIED
N/A	N/A	N/A

FINAL ANALYSIS:

Upon reviewing the proposed plat, staff confirms that this plat application meets the County's current subdivision regulations and recommends **approval** of this plat as presented.



-98.930435 32.068389 Author: nick magnis GIS@co.ellis.tx.us Date Printed: 11/17/2022 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\OD Case Location.mxd

LEGAL DESCRIPTION

LOT 4, BLOCK 1

All that certain 66.83 ac or portion thereof, being all of a certain 1.13 acre tract described in a deed from Hunter Thomas Lee and Andrea Danielle Shipman to Tim Lee and Pearl Lee on June 3, 2022 and recorded in Instrument Number 2223279 of the Official Public Records of Ellis County, Texas, and being all of a certain 66.83 acre tract described in a deed from Don Kelly to Tim Lee and Pearl Lee and Hunter Thomas Lee and Andrea Danielle Shipman on March 11, 2022 and recorded in Instrument Number 2212024 of the Official Public Records of Ellis County, Texas, and being included in the John Jacobs Survey, Abstract Number 571, Ellis County, Texas, and being more particularly described as follows, to-wit:

COMMENCING at a 1/2" iron rod found (Y=8,712,039.56, X=4,454,093.34) for the southeast corner of said 66.83 acre Lee tract and an 88 corner of a certain 227.14 acre tract described in a deed from Colleen Campbell, the Independent Executor of the Estate of Deceased Under The Will of Colleen Campbell, Denise Trappagan, and Beverly Lowe on December 15, 2014 and recorded in Volume 2811, Page 180 of the Official Public Records of Ellis County, Texas;

THENCE South 31 degrees 58 minutes 37 seconds East with a northward line of said 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract, a distance of 433.54 feet to a 5/8" iron rod with a yellow plastic cap stamped "MANHARD CONSULTING" set in the southeast corner of said 66.83 acre tract and the POINT OF BEGINNING of the herein described tract;

THENCE from 55 degrees 05 minutes 23 seconds East and across said 66.83 acre Lee tract, at 30.00 feet pass a 5/8" iron rod with a yellow plastic cap stamped "MANHARD CONSULTING" set in the southeast corner of said 66.83 acre Lee tract and the Band Road at 103.04 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for the east corner of same, as being the southeast corner of the herein described tract;

THENCE South 21 degrees 58 minutes 37 seconds East with the northeast line of said 1.13 acre Lee tract, a distance of 258.71 feet to a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for the east corner of same, as being the southeast corner of the herein described tract;

THENCE South 58 degrees 05 minutes 23 seconds West with a southward line of said 1.13 acre Lee tract, a distance of 208.71 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of same, continuing over and across said 66.83 acre Lee tract, at 453.47 feet pass a 5/8" iron rod with a yellow plastic cap stamped "MANHARD CONSULTING" set in the southeast corner of said 66.83 acre Lee tract and the Band Road at 103.04 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of said 1.13 acre Lee tract, continuing with a northward line of same for a total distance of 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract for the southeast corner of said 66.83 acre Lee tract, from which a 1/2" iron rod found in the westerly-southwest corner of said 66.83 acre Lee tract, as being the southwest corner of a tract described in a deed from Cary McClung and wife, Clara M. McClung, Anna Betty McClung to Timothy Knight and wife, Mary Ann Knight on February 23, 1918 and recorded in Volume 142, Page 357 of the Official Public Records of Ellis County, Texas, being South 31 degrees 58 minutes 37 seconds East, a distance of 1094.25 feet;

THENCE North 31 degrees 58 minutes 37 seconds West with said northeast line of said 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract, at 39.25 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of said 1.13 acre Lee tract, continuing with the southwest line of same for 153.36 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of same, and continuing with the northeast line of said 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract for a total distance of 207.71 feet to the POINT OF BEGINNING, containing 1.14 acres of land, more or less, of which 0.14 acre is dedicated to the public.

LOT 1, BLOCK 2

All that certain 1.13 ac or portion thereof, being all of a certain 1.13 acre tract described in a deed from Tim Lee and Pearl Lee to Hunter Thomas Lee and Andrea Danielle Shipman on June 3, 2022 and recorded in Instrument Number 2223280 of the Official Public Records of Ellis County, Texas, and being all of a certain 1.13 acre tract described in a deed from Don Kelly to Tim Lee and Pearl Lee and Hunter Thomas Lee and Andrea Danielle Shipman on March 11, 2022 and recorded in Instrument Number 2212024 of the Official Public Records of Ellis County, Texas, and being included in the John Jacobs Survey, Abstract Number 571, Ellis County, Texas, and being more particularly described as follows, to-wit:

COMMENCING at a 1/2" iron rod found (Y=8,712,039.56, X=4,454,093.34) for the southeast corner of said 66.83 acre Lee tract and an 88 corner of a certain 227.14 acre tract described in a deed from Colleen Campbell, the Independent Executor of the Estate of Deceased Under the Will of Colleen Campbell, Denise Trappagan, and Beverly Lowe on December 15, 2014 and recorded in Volume 2811, Page 180 of the Official Public Records of Ellis County, Texas;

THENCE South 31 degrees 58 minutes 37 seconds East with a northward line of said 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract, a distance of 103.04 feet to a 5/8" iron rod with a yellow plastic cap stamped "MANHARD CONSULTING" set in the southeast corner of said 66.83 acre tract and the POINT OF BEGINNING of the herein described tract;

THENCE from 55 degrees 05 minutes 23 seconds East and across said 66.83 acre Lee tract, at 30.00 feet pass a 5/8" iron rod with a yellow plastic cap stamped "MANHARD CONSULTING" set in the southeast corner of said 66.83 acre Lee tract and the Band Road at 103.04 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for the east corner of same, as being the southeast corner of the herein described tract;

THENCE South 21 degrees 58 minutes 37 seconds East with the northeast line of said 1.13 acre Lee tract, a distance of 258.71 feet to a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for the east corner of same, as being the southeast corner of the herein described tract;

THENCE South 58 degrees 05 minutes 23 seconds West with a southward line of said 1.13 acre Lee tract, a distance of 208.71 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of same, continuing over and across said 66.83 acre Lee tract, at 453.47 feet pass a 5/8" iron rod with a yellow plastic cap stamped "MANHARD CONSULTING" set in the southeast corner of said 66.83 acre Lee tract and the Band Road at 103.04 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of said 1.13 acre Lee tract, continuing with a northward line of same for a total distance of 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract for the southeast corner of said 66.83 acre Lee tract, from which a 1/2" iron rod found in the westerly-southwest corner of said 66.83 acre Lee tract, as being the southwest corner of a tract described in a deed from Cary McClung and wife, Clara M. McClung, Anna Betty McClung to Timothy Knight and wife, Mary Ann Knight on February 23, 1918 and recorded in Volume 142, Page 357 of the Official Public Records of Ellis County, Texas, being South 31 degrees 58 minutes 37 seconds East, a distance of 1094.25 feet;

THENCE North 31 degrees 58 minutes 37 seconds West with said northeast line of said 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract, at 39.25 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of said 1.13 acre Lee tract, continuing with the southwest line of same for 153.36 feet pass a 5/8" iron rod with an aluminum cap stamped "TFC INC TX FRM #1013387" found for an 88 corner of same, and continuing with the northeast line of said 227.14 acre Campbell tract and the southwest line of said 66.83 acre Lee tract for a total distance of 207.71 feet to the POINT OF BEGINNING, containing 2.33 acres of land, more or less, of which 0.14 acre is dedicated to the public.

BENJAMIN JANUARY

A-564 (1853)

CALLLED 227.14 ACRES COLLEEN CAMPBELL, THE INDEPENDENT EXECUTOR OF THE ESTATE OF DECEASED UNDER THE WILL TO COLLEEN CAMPBELL, DENISE TRAPPAGAN, AND BEVERLY LOWE DECEMBER 15, 2014 VOLUME 2811, PAGE 180 D.P.R.E.C.T.

CALLLED 113 ACRES HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN TO TIM LEE AND PEARL LEE JUNE 3, 2022 INSTRUMENT NO. 2223279 D.P.R.E.C.T.

CALLLED 66.83 ACRES OF WHICH 1.336 ACRES IS BEING USED AS A PUBLIC ROAD TO TIM LEE AND PEARL LEE AND HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN MARCH 11, 2022 INSTRUMENT NO. 2212024 D.P.R.E.C.T.

CALLLED 1.13 ACRES TIM LEE AND PEARL LEE TO HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN JUNE 3, 2022 INSTRUMENT NO. 2223280 D.P.R.E.C.T.

LEVI W. WHITE

A-1118 (0334)

CALLLED 227.14 ACRES COLLEEN CAMPBELL, THE INDEPENDENT EXECUTOR OF THE ESTATE OF DECEASED UNDER THE WILL TO COLLEEN CAMPBELL, DENISE TRAPPAGAN, AND BEVERLY LOWE DECEMBER 15, 2014 VOLUME 2811, PAGE 180 D.P.R.E.C.T.

CALLLED 113 ACRES HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN TO TIM LEE AND PEARL LEE JUNE 3, 2022 INSTRUMENT NO. 2223279 D.P.R.E.C.T.

CALLLED 66.83 ACRES OF WHICH 1.336 ACRES IS BEING USED AS A PUBLIC ROAD TO TIM LEE AND PEARL LEE AND HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN MARCH 11, 2022 INSTRUMENT NO. 2212024 D.P.R.E.C.T.

CALLLED 1.13 ACRES TIM LEE AND PEARL LEE TO HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN JUNE 3, 2022 INSTRUMENT NO. 2223280 D.P.R.E.C.T.

JOHN JACOBS

A-571 (3815)

CALLLED 227.14 ACRES COLLEEN CAMPBELL, THE INDEPENDENT EXECUTOR OF THE ESTATE OF DECEASED UNDER THE WILL TO COLLEEN CAMPBELL, DENISE TRAPPAGAN, AND BEVERLY LOWE DECEMBER 15, 2014 VOLUME 2811, PAGE 180 D.P.R.E.C.T.

CALLLED 113 ACRES HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN TO TIM LEE AND PEARL LEE JUNE 3, 2022 INSTRUMENT NO. 2223279 D.P.R.E.C.T.

CALLLED 66.83 ACRES OF WHICH 1.336 ACRES IS BEING USED AS A PUBLIC ROAD TO TIM LEE AND PEARL LEE AND HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN MARCH 11, 2022 INSTRUMENT NO. 2212024 D.P.R.E.C.T.

CALLLED 1.13 ACRES TIM LEE AND PEARL LEE TO HUNTER THOMAS LEE AND ANDREA DANIELLE SHIPMAN JUNE 3, 2022 INSTRUMENT NO. 2223280 D.P.R.E.C.T.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Tim Lee and Pearl Lee and Hunter Thomas Lee and Andrea Danielle Shipman acting hereon by and through its duly authorized officers, does hereby certify and adopt this plat designed by the herein above described project as Lot 1, Block 1 and Lot 1, Block 2 of the Lee Shipman Addition, an addition to the Ellis County, and do hereby dedicate to the public use, however, the streets and ways shown hereon. Tim Lee and Pearl Lee and Hunter Thomas Lee and Andrea Danielle Shipman do hereby certify the following:

- The streets and ways are dedicated in the simpler for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens and other encumbrances.
- The easements and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes stated in this plat.
- All buildings, fences, trees, shrubs or other improvements or structures shall be removed or placed upon, over or across the easements as shown.
- Ellis County is not responsible for replacing any improvements in, under, or over any easements created by this plat.
- Utility easements may also be used for the installation and accommodation of all public utilities desired to be used on the same unless the easement limits the use to particular utility, and use by public utility shall be restricted to the public utility.
- Ellis County and/or public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or structures which may be any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- Ellis County and public utility shall as it then has the full right of ingress and egress to or from their respective systems for the purpose of constructing, reconstructing, repairing, maintaining, readjusting, and adding to or removing all or parts of their respective systems without the necessity of any live ground conveyance therefrom.
- All modifications to this document shall be by means of plat and approved by Ellis County.

This plat is approved subject to all existing ordinances, rules, regulations and restrictions of the Ellis County, Texas.

Tim Lee
Date: _____
Pearl Lee
Date: _____
Hunter Thomas Lee
Date: _____
Andrea Danielle Shipman
Date: _____

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Tim Lee, Pearl Lee, Hunter Thomas Lee and Andrea Danielle Shipman, known to me to be the person and other whose name is subscribed to the foregoing instrument, and a knowledgeable me that he executed the same for the purposes and considerations therein expressed within the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public, State of Texas

GENERAL NOTES

- ALL BEARINGS AND DISTANCES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83), NORTH-CENTRAL ZONE (NAD 83).
- AREA, DISTANCE, AND COORDINATES ARE "AS SHOWN".
- UNITS ARE UNITED STATES SURVEY FOOT.
- VERTICAL DATUM IS NAVD83.
- THIS SURVEY EXHIBIT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

FLOODPLAIN STATEMENT

No portion of this plat is within FEMA's 100-year floodplain as defined by the Flood Insurance Rate Map Number 48139C0573F, published by FEMA and dated June 3, 2015.

DATE	REVISION	DRAWN BY

OWNERS
Tim Lee and Pearl Lee and Hunter Thomas Lee and Andrea Danielle Shipman

LEGEND

- APPROXIMATE SURVEY LINE
- BOUNDARY LINE
- TRACT LINE
- UTILITY EASEMENT
- SETBACK LINE
- 3/8" IRON ROD FOUND W/ALUMINUM CAP STAMPED "TFC INC TX FRM #1013387"
- FOUND MONUMENT AS NOTED
- 3/4" IRON ROD SET W/YELLOW CAP STAMPED "MANHARD CONSULTING"
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (M) MEASURED
- (R) RECORD
- D.P.R.E.C.T. DEDICATED PUBLIC RECORDS OF ELLIS COUNTY, TEXAS
- B.S.L. BOUNDARY SETBACK LINE
- O.U.E. ORANGE/UTILITY EASEMENT
- LAND DEDICATED TO THE PUBLIC BY THIS PLAT
- LOT 1, BLOCK 1 = 0.14 ACRES
- LOT 1, BLOCK 2 = 0.14 ACRES
- DEDICATED NORTHEAST RIGHT-OF-WAY LINE OF ROCKLAND BEND ROAD

ON-SITE SEWAGE FACILITY STATEMENT

This plat has been approved by the Department of Development of Ellis County, Texas for on-site sewage disposal facilities and meets or exceeds the minimum requirements established by TCEQ and the Ellis County Health Order, pending any and all information as may be required by the Ellis County Department of Development.

Department of Development: _____ Approval Date: _____

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that I, Amanda L. Romero, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the owner's statements shown hereon were obtained under my personal supervision in accordance with the Sub-Session Regulations of the Ellis County, Texas.

Dated this _____ day of _____, 20____.

Amanda L. Romero
Registered Professional Land Surveyor
No. 9949

FINAL PLAT
LOT 1, BLOCK 1 AND LOT 1, BLOCK 2
LEE SHIPMAN ADDITION

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: December 27, 2022



AGENDA ITEM NO. 1.3
Tucker Addition, Pct. No. 3

CASE TYPE:

- Amendment
- Plat**
- Subdivision Bond
- Variance
- Other

IDENTIFYING LANDMARK:

Parcel ID No. 180978

APPLICANT(s):

Jordan Brett Tucker

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

- Approve, as presented**
- Approve with conditions
(See Final Analysis header)
- Continue/Table request
- Deny request

AGENDA CAPTION:

Discussion, consideration & action on a plat of Tucker Addition. The property contains ± 1.142 acres in the Amasa Howell Survey, Abstract No. 522, located on the north side of Curtis Ray Road, ± 575 feet east of the intersection of Curtis Ray Road and Baucum Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.

EXECUTIVE SUMMARY:

- The applicant wishes to subdivide the property to create one (1) lot for residential use.
- The City of Waxahachie approved this plat on December 13, 2022.

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Baucum Road	30 ft. from the centerline	± 30 ft. from the centerline
Source:	Ellis County MTP	

WATER SERVICE:

PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Buena Vista-Bethel SUD	3-inch	October 28, 2022

NOTIFICATION REQUIREMENT (if applicable)

TYPE	SENT/ADVERTISED	TOTAL NOTIFIED
N/A	N/A	N/A

FINAL ANALYSIS:

Upon reviewing the proposed plat, staff confirms that this plat application meets the County's current subdivision regulations and recommends **approval** of this plat as presented.



ELLIS COUNTY COMMISSIONERS' COURT

Report from: *Department of Development*

Court Date: *December 27, 2022*



AGENDA ITEM NO. 1.4
Bentley Creek Estates MB Release & Accept infrastructure – Pct. No. 3

CASE TYPE:

- Amendment
- Plat
- Subdivision Bond**
- Variance
- Other

IDENTIFYING LANDMARK:

Bentley Creek Estates

APPLICANT(s):

Luke Oliver

ATTACHMENTS:

- 1) Location map
- 2) Draft Order with a copy of maintenance bond & plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

- Approve, as presented**
- Approve with conditions

AGENDA CAPTION:

Discussion, consideration, and action to release a maintenance bond and accept infrastructure for Bentley Creek Estates. The property contains ± 114.16 acres of land in the George M. Casey Survey, Abstract No. 245, located 1,200 feet east of the intersection of Greathouse Road and Boz Road, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 3.

EXECUTIVE SUMMARY:

- The applicant requests that the County release a maintenance bond totaling \$100,000 and accept the associated infrastructure.
- The County inspected the infrastructure in this subdivision & it is built to County standards & meets all the County's requirements.
- The Commissioners' Court approved this plat on October 5, 2020, for 14 residential lots.
- The Commissioners' Court approved the maintenance bond on October 5, 2020.
 - NGM Insurance Company – Bond No. 330874 in the amount of One Hundred Thousand & 0/100 (\$100,000).

FINAL ANALYSIS:

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

- 1) **Approve** this request to release the maintenance bond totaling \$100,000, issued by NGM Insurance.
- 2) **Accept** the infrastructure within Bentley Creek Estates into the County's public road system.

Roads located in Bentley Creek Estates include:

- Bentley Creek Court (± 851 feet)

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

On this the 27th day of December 2022, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, RELEASING THE MAINTENANCE BOND FOR BENTLEY CREEK ESTATES AND ACCEPTING ITS INFRASTRUCTURE. THE PROPERTY CONTAINS ± 114.16 ACRES OF LAND IN THE GEORGE M. CASEY SURVEY, ABSTRACT NO. 245, LOCATED ON THE SOUTH SIDE OF BOZ ROAD ± 1,200 FEET EAST OF THE INTERSECTION OF GREATHOUSE ROAD AND BOZ ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD & BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.

WHEREAS, the Commissioners Court of Ellis County, Texas, adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on March 23, 2021, pursuant to Minute Order 195.21, hereinafter referred to as "Development Regulations"; and,

WHEREAS, "Volume I –Development Standards," Section VII (C) (7) (i) states, "At the end of the two (2) year period, the owner/developer may request to the County Commissioners' Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners' Court";

WHEREAS, "Volume I –Development Standards," Section VII (C) (7) (ii) states, "To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.";

WHEREAS, "Volume I –Development Standards," Section VII (C) (7) (iii) states, "The request shall contain a statement by the developer of compliance with these regulations."

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

SECTION 1. RELEASE OF MAINTENANCE BOND

The Commissioners’ Court finds all infrastructure constructed within Bentley Creek Estates has been built in accordance with the County’s current adopted Development Regulations & the infrastructure has been maintained, thereby satisfying the criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF INFRASTRUCTURE

The Commissioners’ Court accepts the roads and related infrastructure constructed in Bentley Creek Estates into the County’s Road System. Therefore, roads located within this subdivision include Bentley Creek Court (± 851 feet) as described within the final plat of Bentley Creek Estates, as approved by the Commissioners’ Court on October 5, 2020.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 27TH DAY OF DECEMBER 2022.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Bond# 330874

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned, Luke Oliver
_____ as Principal(s), and the NGM Insurance Company
_____, a corporation existing under the laws of the State of Texas and duly
authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto
Ellis County Judge Todd Little, or his successor(s), in the penal sum of One Hundred Thousand &
no/100 _____ (\$100,000.00) Dollars, for the payment of which well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed, sealed and dated this 18th day of August, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above
named Principal(s) did on the 9th day of March, 2020, enter into a contract
with Ellis County Judge Todd Little or his successor(s) for the construction of underground utilities,
streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, Bentley
Creek Estates _____, to the satisfaction of the Ellis County Department of
Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the
said Luke Oliver shall maintain and make good all defects appearing in the work
performed by Luke Oliver due to faulty workmanship or materials which may develop during
the period of twenty (24) months from August 18, 2020, the date of completion and final
acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

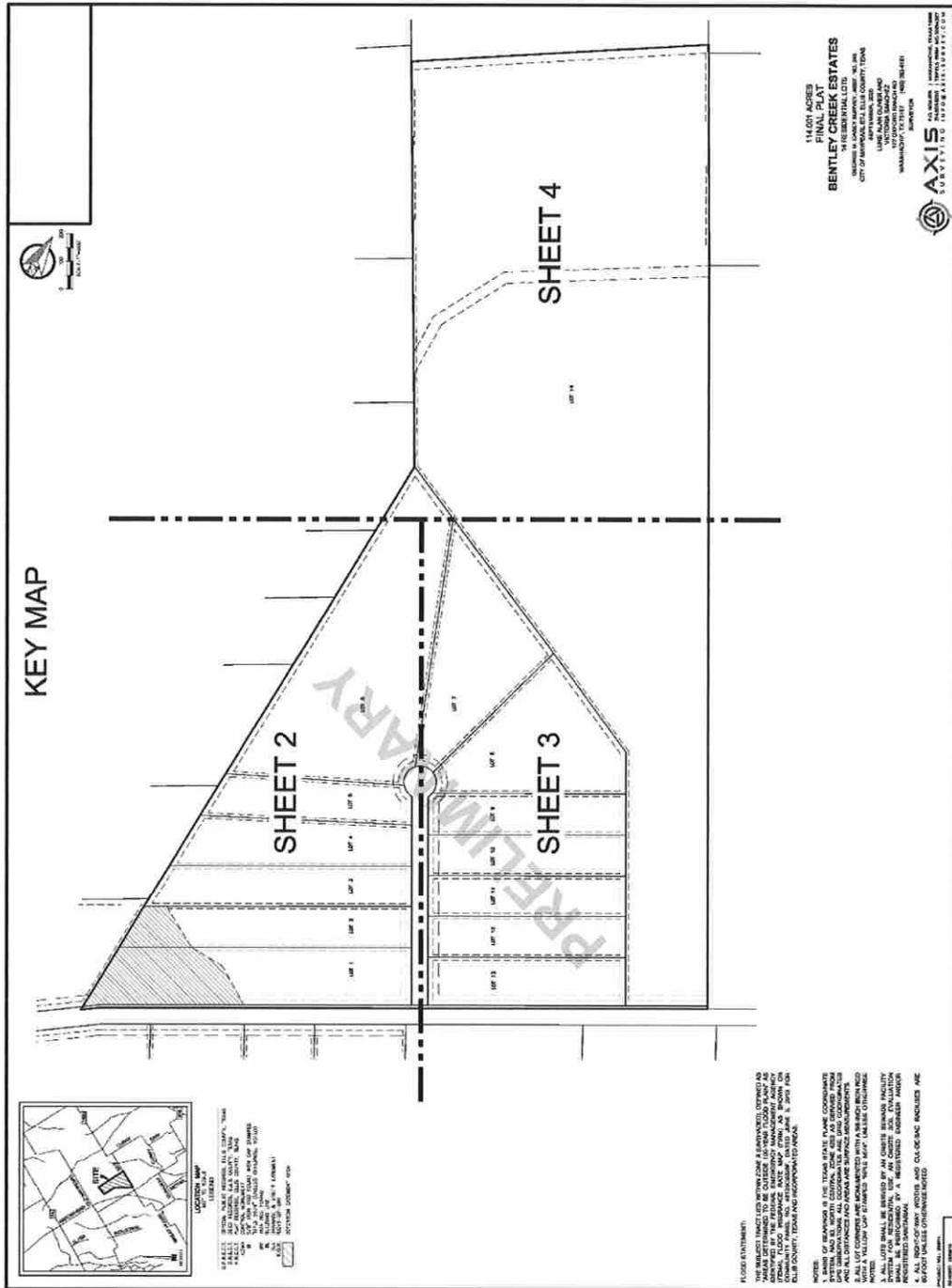
PROVIDED, HOWEVER, That no claim, suit, or action by reason of any default of the
Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the
maintenance period as herein set forth.

X: [Signature]

Principal(s) Luke Oliver
Luke Oliver
Printed Name
Owner
Title

X: [Signature]

Surety NGM Insurance Company
Printed Name Sheri R Allen
Title Attorney-in-Fact



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: December 15, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2022

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

Discuss, consider and approve a Uniform and Supplies Rental Program with Cintas Corporation using the Omnia Cooperative Contract Number R-BB-19002 in accordance with the Cooperative Purchasing Program, Chapter 271 of the Texas Government Code.

*

County Attorney Approval

- ___ ___ Initial and check box if Unilease. All Garments will be cleaned by customer
Date
- ___ ___ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.
Date
- ___ ___ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.
Date

CUSTOMER:

Cintas Loc. No: 85 Dallas Please Sign Name _____

By: Sam Quijas Please Print Name _____

Title: Account Manager Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Cintas/Ellis County Agreement - Exhibit B: Delivery Locations

Facilities Maintenance

109 S. Jackson Street
Waxahachie, TX 75165

Road & Bridge Precinct 1

600 N. Interstate 45 Business
Palmer, TX 75152

Road & Bridge Precinct 2

1400 S. Oak Grove Road
Ennis, TX 75119

Road & Bridge Precinct 3

933 College Street
Italy, TX 76651

Road & Bridge Precinct 4

1011 Eastgate
Midlothian, TX 76065

Any additional Ellis County department/building can enter into this existing agreement with the approval of the Ellis County Purchasing Department . Additional locations agree to be enrolled in the program for a minimum term of 36 months.

Cintas Acceptance	Customer Acceptance	
Name: Sam Quijas	Name:	
Title: Account Manager	Title:	
Signature: <i>Sam Quijas</i>	Signature:	

Item #	Description	Unit pricing	Loss/ Replacement
205	WOMENS SHIRT PKT	\$0.19	\$18.46
259	PRO KNIT NG	\$0.25	\$21.72
268	T SHIRT PRO KNIT	\$0.19	\$17.37
270	CARGO PANT	\$0.36	\$29.32
273	HIGH IMAGE WORKSHIRT	\$0.27	\$24.97
275	HI PERFORMANCE POLO	\$0.37	\$30.40
280	CARHARTT FR JEAN	\$0.60	\$53.21
290	CARHARTT FR CARP JN	\$0.60	\$53.21
294	CARHARTT FR WORK SH	\$0.46	\$53.21
330	COTTON WORK SHIRT	\$0.27	\$19.55
340	COTTON WORK PANTS	\$0.37	\$25.52
366	HIGH IMAGE JKT	\$0.38	\$48.86
370	CARGO SHORTS	\$0.34	\$29.32
371	FR CARHARTT WORK PNT	\$0.46	\$47.78
374	CINTAS OXFORD	\$0.27	\$23.89
381	CARHARTT 5 PKT JN	\$0.40	\$29.32
382	CARHARTT CARP JN	\$0.40	\$32.58
383	CARHARTT PANT	\$0.46	\$27.15
384	CARHARTT SHIRT	\$0.36	\$27.15
390	WOMENS PANT SUSAN	\$0.29	\$22.80
391	CARHARTT FR CVRL	\$0.96	\$91.21
394	CINTAS DENIM JEAN	\$0.32	\$21.72
395	WOMENS PANT CATHY	\$0.29	\$22.80
833	FOOD PROC SHIRT	\$0.19	\$14.66
865	PLEATED PANT	\$0.29	\$23.89
894	JEAN 5 PKT	\$0.39	\$32.58
912	COVERALL	\$0.27	\$32.58
925	LAB COAT	\$0.26	\$27.15
935	COMFORT SHIRT	\$0.19	\$16.88
945	COMFORT PANT	\$0.21	\$19.55
970	HIP LENGTH JKT	\$0.43	\$33.66
66273	WOM HI IMAGE WORK SH	\$0.27	\$24.97
66275	POLO WMNS POLY SS	\$0.37	\$30.40
67627	V-NECK BIB APRON	\$0.45	\$14.42
71125	CHEF PANTS	\$0.37	\$28.23
82497	BUTCHER COAT	\$0.27	\$26.06
82670	CHEF COAT	\$0.26	\$24.97

10197	4x6 Traffic Mat	\$7.73
10198	3x10 Traffic Mat	\$8.69
10199	4x8 Traffic Mat	\$9.31
10188	3x5 Xtraction mat	\$6.22
10189	3x5 Xtraction mat	\$6.22
10223	3x5 Xtraction mat	\$6.22
10191	4x6 Xtraction mat	\$7.11
10192	4x6 Xtraction mat	\$7.11
10224	4x6 Xtraction mat	\$7.11
10201	3x10 Xtraction mat	\$8.00
10202	3x10 Xtraction mat	\$8.00
10225	3x10 Xtraction mat	\$8.00
2477	3X5 SCRAPER MAT	\$2.61
10184	3X5 ACTIVE SCRAPER	\$3.38
1810	3X5 DURALITE MAT	\$2.83
1800	3X5 COFFEE MAT	\$3.91
84401	4X6 LOGO MAT (requires buyback)	\$6.76
84001	3X10 LOGO MAT (requires buyback)	\$7.73
5477	3x5 Photo Safety Mat	\$4.83
5479	3x5 Photo Coffee Mat	\$4.83
5480	3x5 Photo Water Mat	\$4.83
5487	3x5 Photo Mat (requires buyback)	\$6.76
5488	4x6 Photo Mat (requires buyback)	\$7.73
5489	3x10 Photo Mat (requires buyback)	\$8.69
5471	4x6 Photo Local Mat (requires buyback)	\$2.11

2570	24" DUST MOP	\$0.90
1946	24' MOP FRAME	NA
2590	36" DUST MOP	\$1.22
1947	36" MOP FRAME	NA
2604	48" DUST MOP	\$1.48
1948	48" MOP FRAME	NA
2610	60" DUST MOP	\$1.70
1045	60" MOP FRAME	NA
6924	WOOD DUST MOP HANDLE	NA
2650	LARGE WET MOP	\$2.11
6923	Fiberglass WET MOP HANDLE	NA
7117	12" MICROFB MOP FRAME (healthcare customers only)	NA
7000	20" MICROFBR MOP HEAD	\$1.45
7002	20" MICROFB MOP FRAME	NA
7003	36" MICROFB MOP FRAME (healthcare customers only)	NA
6930	MICROFBR MOP CONTAIN	\$14.49
7432	12"x12" MICROFIBER WIPER (BLUE)	\$0.17
7433	12"x12" MICROFIBER WIPER (Orange)	\$0.17
7717	16" x 16" MICROFIBER WIPER (WHITE)	\$0.17
8020	MICROFIBER TUBE MOP	\$2.41
9338	ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	\$5.31
9329	ALCOHOL FOAM SANITIZER REFILL - 1000 ml	NA
9315	HEAVY DUTY SOAP SCRUB REFILL - 1000 ml	NA
9326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	\$2.39
9327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	NA
9312	MOISTURIZING SOAP SERVICE - 1000 ml	\$1.91
9333	ANTIBACTERIAL GEL SOAP REFILL (FOOD SVC) - 1000 ml	NA
9320	HAIR & BODY WASH SERVICE - 1000 ml	\$2.14
9321	HAIR & BODY WASH REFILL - 1000 ml	NA
9322	INSTANT HAND SANITIZER SERVICE - 1000 ml	\$2.96
9323	INSTANT HAND SANITIZER REFILL - 1000 ml	NA
9980	SOAP DISPENSER - WHITE	NA
9982	AUTO SOAP DISPENSER - WHITE	NA
2161	SM SHOP TWL-WHT	\$0.14
2160	SM SHOP TWL-RED	\$0.12
2169	SM SHOP TWL-BLUE	\$0.12
2864	BIB APRON - WHITE	\$0.35
2873	BIB APRON - BLACK	\$0.35
2861	BIB APRON - RED	\$0.35
2700	TERRY TOWEL	\$0.14
2964	STRIPE SWIPE TOWEL	\$0.18
2750	RIBBED TERRY TOWEL	\$0.14
2702	BLUE TERRY TOWEL	\$0.14
2921	STRIPE GLASS TOWEL	\$0.18
2701	#2 TERRY TOWEL	\$0.14
3035	GRILL PAD	\$0.12

9025	C PULL TOWEL RFL (Bill by Roll)	\$6.76
9110	JRT TOILET PAPER RFL (Bill by Roll)	\$4.83
9023	C PULL TOWEL SVC (Only for Flat Bill*)	\$2.08
9109	JRT TOILET PAPER SVC (Only for Flat Bill*)	\$1.33
9305	ELECTRONIC PAPER DISPENSER	NA
7699	C PULL TOWEL CASE (Qty 6)	\$45.39
7702	JRT TOILET PAPER CASE (Qty 12)	\$50.22
6116	MM AIR FRESHENER SVC	\$3.09
6123	MM AIR FRESHENER RFL	NA
6122	MM AIR FRESHENER REFILL - MANGO PARADISE	NA
6119	MM AIR FRESHENER REFILL - CITRUS SLICE	NA
9295	MM AIR FRESHENER REFILL - CLEAN BREEZE	NA
6124	MM AIR FRESHENER REFILL - CINNAMON	NA
9016	MM Air Freshener Dispenser - White	NA
6680	RESTROOM MAT SERVICE (weekly charge for monthly change)	\$1.93
7464	RESTROOM MAT REFILL	NA
7418	SAFEWASHER SVCSW23	\$28.96
7419	SAFEWASHERSVCSW25	\$28.96
7420	SAFWASHR FLD RFL SW3	\$-
7524	SAFEWASHER FILTER	NA
7418	SAFEWASHER SW23 L/R	NA
7419	SAFEWASHER SW25 L/R	NA

7600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	\$48.28
7619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	\$24.14
7500	CLEANING CHEMICAL DISPENSER MAINTENANCE FEE*	\$2.90
7550	3 COMPART SINK CHEMICAL DISPENSER MAINTENANCE FEE*	\$2.90
2294	FOAMING CHEMICAL DISPENSER MAINTENANCE FEE*	\$2.90
2271	FC1 - HEAVY DUTY FLOOR CLEANER	\$1.35
2274	FC2 - BIO-BASED FLOOR CLEANER	\$1.64
2282	FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	\$2.70
2272	FC4 - NEUTRAL FLOOR CLEANER	\$0.77
2295	RR1 - HVY DTY RESTRM CLNR / DISINFECT - MOP BUCKET	\$1.50
2275	GL1 - GLASS & MULTI-SURFACE CLEANER	\$1.93
2276	RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	\$2.95
2277	OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	\$5.79
7544	FC1 - HEAVY DUTY CLEANER - BOTTLE	\$1.35
		NA
2281	DG1 - HVY DTY FOAMING DEGREASER - BOTTLE / FOAMER	\$1.45
2278	SK1 - POT & PAN DETERGENT	\$1.16
2279	SK2 - THREE COMPARTMENT SINK SANITIZER	\$1.16
7670	TRIGGER SPRAYER	\$-
7574	TRIGGER SPRAYER LABELS	NA
7716	QUAT STRIPS	NA

	* Required for all Chemical Customers	\$-
		\$-
7705	SANIS ULTRACLEAN BASE CHARGE*	\$28.96
7706	SANIS ULTRACLEAN SQ FT CHARGE*	\$0.19
	* Weekly or EOW Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$30.00 Base Charge = \$110.00	\$-
	* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$50.00 Base Charge = \$130.00	\$-

Item	Category	Description	Weekly Price	LR Price
27071	Toilet Paper	SIG DUALTP DSP ALU		\$33.80
27081	Toilet Paper	SIG DUALTP DSP STEEL	\$0.48	\$72.43
27073	Toilet Paper	SIG DUALTP CVR RED	NA	\$19.31
27074	Toilet Paper	SIG DUALTP CVR WHITE	NA	\$19.31
27075	Toilet Paper	SIG DUALTP CVR STGRY	NA	\$19.31
27076	Toilet Paper	SIG DUALTP CVR BLACK	NA	\$19.31
27077	Toilet Paper	SIG DUALTP CVR BLUE	NA	\$19.31
27078	Toilet Paper	SIG DUALTP CVR SND	NA	\$19.31
27079	Toilet Paper	SIG DUALTP CVR LIME	NA	\$19.31
27080	Toilet Paper	SIG DUALTP CVR ORANG	NA	\$19.31
27083	Toilet Paper	SIG DUALTP RFL PAPER	\$17.38	
27000	Paper	SIG ZFOLD DSP ALU	NA	\$24.14
27010	Paper	SIG ZFOLD DSP STEEL	\$0.48	\$111.05
27002	Paper	SIG ZFOLD CVR RED	NA	\$19.31
27003	Paper	SIG ZFOLD CVR WHITE	NA	\$19.31
27004	Paper	SIG ZFOLD CVR STGRY	NA	\$19.31
27005	Paper	SIG ZFOLD CVR BLACK	NA	\$19.31
27006	Paper	SIG ZFOLD CVR BLUE	NA	\$19.31
27007	Paper	SIG ZFOLD CVR SND	NA	\$19.31
27008	Paper	SIG ZFOLD CVR LIME	NA	\$19.31
27009	Paper	SIG ZFOLD CVR ORANGE	NA	\$19.31
27012	Paper	SIG ZFOLD RFL PAPER	\$30.90	
20005	Auto Paper	SIG AUTOPAPR RED ALU	\$0.48	\$168.99
20006	Auto Paper	SIG AUTOPAPR WHT ALU	\$0.48	\$168.99
20007	Auto Paper	SIG AUTOPAPR GRY ALU	\$0.48	\$168.99
20008	Auto Paper	SIG AUTOPAPR BLK ALU	\$0.48	\$168.99
20009	Auto Paper	SIG AUTOPAPR BLU ALU	\$0.48	\$168.99
20010	Auto Paper	SIG AUTOPAPR SND ALU	\$0.48	\$168.99
20011	Auto Paper	SIG AUTOPAPR LME ALU	\$0.48	\$168.99
20012	Auto Paper	SIG AUTOPAPR ORG ALU	\$0.48	\$168.99
20023	Auto Paper	SIG PREMIUM HW TOWEL	\$9.56	
27097	Trash Can	SIG TRASHCAN DSP ALU	\$0.97	\$120.71
27107	Trash Can	SIG TRASHCAN DSP STL	\$1.93	\$289.70
27099	Trash Can	SIG TRASHCAN CVR RED	NA	\$72.43
27100	Trash Can	SIG TRASHCAN CVR WHT	NA	\$72.43
27101	Trash Can	SIG TRASHCAN CVR GRY	NA	\$72.43
27102	Trash Can	SIG TRASHCAN CVR BLK	NA	\$72.43
27103	Trash Can	SIG TRASHCAN CVR BLU	NA	\$72.43
27104	Trash Can	SIG TRASHCAN CVR SND	NA	\$72.43
27105	Trash Can	SIG TRASHCAN CVR LME	NA	\$72.43

27106	Trash Can	SIG TRASHCAN CVR ORG	NA	\$72.43
27109	Trash Can	SIG TRASHCAN RFL BAG	\$16.42	
27013	Air Freshener	SIG AIR DSP ALU	NA	\$19.31
27025	Air Freshener	SIG AIR DSP STEEL	\$0.48	\$57.94
27015	Air Freshener	SIG AIR CVR RED	NA	\$19.31
27016	Air Freshener	SIG AIR CVR WHITE	NA	\$19.31
27017	Air Freshener	SIG AIR CVR STGRY	NA	\$19.31
27018	Air Freshener	SIG AIR CVR BLACK	NA	\$19.31
27019	Air Freshener	SIG AIR CVR BLUE	NA	\$19.31
27020	Air Freshener	SIG AIR CVR SND	NA	\$19.31
27023	Air Freshener	SIG AIR CVR LIME	NA	\$19.31
27024	Air Freshener	SIG AIR CVR ORANGE	NA	\$19.31
27026	Air Freshener	SIG AIR SVC	\$3.67	
27027	Air Freshener	SIG AIR RFL CLEAN	NA	
27028	Air Freshener	SIG AIR RFL MANGO	NA	
27029	Air Freshener	SIG AIR RFL CITRUS	NA	
27030	Air Freshener Adv	SIG AIRADV DSP ALU	\$0.48	\$38.63
27040	Air Freshener Adv	SIG AIRADV DSP STEEL	\$0.97	\$77.25
27032	Air Freshener Adv	SIG AIRADV CVR RED	NA	\$19.31
27033	Air Freshener Adv	SIG AIRADV CVR WHITE	NA	\$19.31
27034	Air Freshener Adv	SIG ARADV CVR STGRY	NA	\$19.31
27035	Air Freshener Adv	SIG ARADV CVR BLACK	NA	\$19.31
27036	Air Freshener Adv	SIG ARADV CVR BLUE	NA	\$19.31
27037	Air Freshener Adv	SIG ARADV CVR SND	NA	\$19.31
27038	Air Freshener Adv	SIG ARADV CVR LIME	NA	\$19.31
27039	Air Freshener Adv	SIG ARADV CVR ORANG	NA	\$19.31
27026	Air Freshener	SIG AIR SVC	\$3.67	
27027	Air Freshener	SIG AIR RFL CLEAN	NA	
27028	Air Freshener	SIG AIR RFL MANGO	NA	
27029	Air Freshener	SIG AIR RFL CITRUS	NA	
27045	Automatic Soap	SIG AUTOSOAP DSP ALU	\$0.48	\$82.08
27055	Automatic Soap	SIG AUTOSOAP DSP STL	\$0.97	\$125.54
27047	Automatic Soap	SIG AUTOSOAP CVR RED	NA	\$19.31
27048	Automatic Soap	SIG AUTOSOAP CVR WHT	NA	\$19.31
27049	Automatic Soap	SIG AUTOSOAP CVR GRY	NA	\$19.31
27050	Automatic Soap	SIG AUTOSOAP CVR BLK	NA	\$19.31
27051	Automatic Soap	SIG AUTOSOAP CVR BLU	NA	\$19.31
27052	Automatic Soap	SIG AUTOSOAP CVR SND	NA	\$19.31
27053	Automatic Soap	SIG AUTOSOAP CVR LME	NA	\$19.31
27054	Automatic Soap	SIG AUTOSOAP CVR ORG	NA	\$19.31
			NA	
27069	Automatic Soap	SIG SOAP SVC		
27070	Automatic Soap	SIG SOAP RFL FOAM	NA	

8071	Automatic Soap	SIG SANT ALC FM RFL	NA	
8072	Automatic Soap	SIG SANT SVC		
9560	Automatic Soap	SIG AB SOAP SVC		
9561	Automatic Soap	SIG AB SOAP RFL	NA	
9559	Automatic Soap	SIG HND SANTZR STAND		\$241.42
27058	Soap	SIG SOAP DSP ALU	NA	\$28.97
27068	Soap	SIG SOAP DSP STEEL		\$82.08
27060	Soap	SIG SOAP CVR RED	NA	\$19.31
27061	Soap	SIG SOAP CVR WHITE	NA	\$19.31
27062	Soap	SIG SOAP CVR STGRY	NA	\$19.31
27063	Soap	SIG SOAP CVR BLACK	NA	\$19.31
27064	Soap	SIG SOAP CVR BLUE	NA	\$19.31
27065	Soap	SIG SOAP CVR SND	NA	\$19.31
27066	Soap	SIG SOAP CVR LIME	NA	\$19.31
27067	Soap	SIG SOAP CVR ORANGE	NA	\$19.31
			NA	
27084	Toilet Seat Cleaner	SIG CLNSEAT DSP ALU	NA	\$28.97
27094	Toilet Seat Cleaner	SIG CLNSEAT DSP STL		\$72.43
27086	Toilet Seat Cleaner	SIG CLNSEAT CVR RED	NA	\$19.31
27087	Toilet Seat Cleaner	SIG CLNSEAT CVR WHT	NA	\$19.31
27088	Toilet Seat Cleaner	SIG CLNSEAT CVR GRY	NA	\$19.31
27089	Toilet Seat Cleaner	SIG CLNSEAT CVR BLK	NA	\$19.31
27090	Toilet Seat Cleaner	SIG CLNSEAT CVR BLU	NA	\$19.31
27091	Toilet Seat Cleaner	SIG CLNSEAT CVR SND	NA	\$19.31
27092	Toilet Seat Cleaner	SIG CLNSEAT CVR LME	NA	\$19.31
27093	Toilet Seat Cleaner	SIG CLNSEAT CVR ORG	NA	\$19.31
27095	Toilet Seat Cleaner	SIG CLNSEAT SVC		
27096	Toilet Seat Cleaner	SIG CLNSEAT RFL	NA	
27110	Automated Drip	SIG AUTODRIP DSP ALU	NA	\$33.80
27120	Automated Drip	SIG AUTODRIP DSP STL		\$72.43
27112	Automated Drip	SIG AUTODRIP CVR RED	NA	\$19.31
27113	Automated Drip	SIG AUTODRIP CVR WHT	NA	\$19.31
27114	Automated Drip	SIG AUTODRIP CVR GRY	NA	\$19.31
27115	Automated Drip	SIG AUTODRIP CVR BLK	NA	\$19.31
27116	Automated Drip	SIG AUTODRIP CVR BLU	NA	\$19.31
27117	Automated Drip	SIG AUTODRIP CVR SND	NA	\$19.31
27118	Automated Drip	SIG AUTODRIP CVR LME	NA	\$19.31
27119	Automated Drip	SIG AUTODRIP CVR ORG	NA	\$19.31
27121	Automated Drip	SIG AUTODRIP SVC		\$33.80

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: November 22, 2019 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: December 3, 2019

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

Discussion, Consideration and approval to renew the following bid for a (1) year renewal period.
Bid No. 2020-020 Convenience Store Fuel with Pearman Oil & LP Gas, Inc.

*

County Attorney Approval



Bid No. 2020-020

Convenience Store Fuel

Will be expiring on January 12, 2023

**Renewal Effective Dates
January 12, 2023 to January 11, 2024**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5118.

Pearman Oil & LP Gas, Inc

Patti Pearman Jenkins Date 12-15-22
Authorized Representative

_____ Date _____
Todd Little, County Judge

_____ Date _____
County Clerk, Attest

COMMISSIONERS COURT AGENDA REQUEST

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***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: December 19, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2022

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

Discussion, consideration and approval to purchase Cisco wired network hardware equipment with support services from Flair Data Systems, Inc. for the Red Oak Tax Office using the Texas DIR Cooperative Contract No. DIR-TSO-4167.

Information Technology Department

*
County Attorney Approval



Mark Martin
 Flair Data
 214-445-3521
 817.966.2991
 214-445-3582
 mmartin@flaird

Parts List

Date: October 3, 2022
 To: Ellis County
 DIR # DIR-TSO-4167

Valid For: 90 Days

SIGNED:

Total: **\$11,810.60**

Qty	Part	Description	Price		Extended
1	MS350-48FP-HW	Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 74	15,412.99	48%	\$8,014.75
1	LIC-MS350-48FP-5YR	Meraki MS350-48FP Enterprise License and Suppo	2,427.21	48%	\$1,262.15
4	MA-SFP-10GB-SR	Meraki 10G Base SR Multi-Mode	1,176.98	49%	\$2,401.04
2	MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter	130.06	49%	\$132.66

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.

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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: December 19, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: **December 27, 2022**

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

Discussion, consideration and approval to purchase ten (10) Cisco IP 8851 Phones and Firmware from Flair Data Systems, Inc. using the Texas DIR Cooperative Contract No. DIR-TSO-4167.

* _____
County Attorney Approval



Mark Martin
Flair Data Systems
214-445-3521
817.966.2991 cell
214-445-3582 efax
mmartin@flairdata.com

DIR-TSO-4167

Date: November 9, 2022
To: Ellis County
DIR-TSO-4167

Valid For:
Warranty:
Shipping & Tax:

120 Days
90 Days
Not Included

SIGNED:

Total:

\$3,924.53

Qty	Part	Description	Price		Extended Price
10	CP-8851-3PCC-K9=	Cisco IP Phone 8851 with Multiplatform Phone firmware	713.55	45%	\$3,924.53

NOTICE OF INTENTION TO ENTER INTO A TAX ABATEMENT AGREEMENT

December 20, 2022

From:

Ellis County
101 West Main St.
Waxahachie, Texas 75165

To:

Hon. Mark Stanfill, DVM
Mayor
City of Red Oak, Texas
200 Lakeview Parkway
Red Oak, Texas 75154

Hon. Todd Little
County Judge
Ellis County Lateral
Road & Bridge
101 West Main St.
Waxahachie, Texas 75165

Hon. John Anderson
Red Oak Independent School District
Board President
109 W. Red Oak Rd.
P.O. Box 9000
Red Oak, TX 75154

This notice is to let you know that the Ellis County Commissioners Court intends to enter into the enclosed tax abatement agreement if approved at its December 27, 2022, regularly scheduled meeting.

Time and Place of the Meeting. 2:00 pm, on Tuesday, December 27, 2022, in the second floor Commissioners' Courtroom at 101 West Main Street, Waxahachie, Texas.

Enclosed please find the DRAFT version of the proposed Tax Abatement Agreement (the "Agreement") by and between Ellis County, Texas (the "County"), and Alamo Mission LLC, a Delaware limited liability company

This notice is being provided in accordance with Section 312.2041 of the Texas Tax Code.

Sincerely,

Ellis County, Texas

Exhibit A
Draft Tax Abatement between Ellis County and Alamo Mission, LLC

ELLIS COUNTY AMENDED TAX ABATEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

This Tax Abatement Amended Agreement executed by and between Ellis County ("**County**") and Alamo Mission LLC a Delaware limited liability company ("**Owner**"), to be effective as of the date of the last party's signature hereto (the "**Effective Date**").

RECITALS

- A. **WHEREAS**, the approximately 182.2661 acres of real property owned by Owner and described in **Exhibit "A"** (the "**Real Property**") is within Tax Abatement Reinvestment Zone No. 9, duly created by the City of Red Oak ("**Reinvestment Zone**"), and duly established by the City of Red Oak for commercial, industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Texas Tax Code Chapter 312 (the "**Tax Code**").
- B. The County has established guidelines and criteria governing tax abatement agreements and has adopted a resolution stating that the County elects to be eligible to participate in tax abatement, as required by §312.002(a) of the Act. The tax abatement policy of the County reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry. At the time of this Agreement the Real Property (as defined below) is unimproved land.
- C. The City of Red Oak (the "**City**") has previously authorized, on December 8, 2022, the execution of an Amended Tax Abatement Agreement with the Owner in compliance with Texas Tax Code §312.206.
- D. By virtue of the City's agreements with Owner and the existence of the Reinvestment Zone and the Enterprise Zone, the County and Owner now exercise their rights to enter into this Amended Agreement, the terms and conditions of which are detailed below and, together with the Exhibits, constitute the full and complete Amended Agreement ("**Amended Agreement**") between the County and Owner concerning the partial abatement of the ad valorem taxes assessed against a portion of the real property and certain Eligible Personal Property (as defined in Section 1. below) within the Reinvestment Zone and the Enterprise Zone and otherwise payable to the County. The County finds that the terms of this Amended Agreement and the Real Property subject to this Amended Agreement meet the applicable guidelines and criteria adopted by the County pursuant to the Act.
- E. Owner is the sole owner of all the Real Property. Owner intends to develop the Real Property in phases, with each phase being developed on a separately platted lot (the development of each platted lot herein called a "**Phase**"). Subject to the terms of this Amended Agreement, the County agrees to grant a tax abatement for a ten-year period for each Phase that qualifies for tax abatement hereunder on or before January 1, 2032, as provided herein.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Development of the Real Property.

- a. Owner plans to develop the Real Property as a data center, which, if developed, shall include Eligible Personal Property and Improvements in one or more Phases within the Reinvestment Zone (together the "**Facilities**"). For purposes of this Amended Agreement (i) "**Eligible Personal Property**" shall mean taxable business personal property including, but not limited to computer servers and computer related equipment, but expressly excluding inventory held for sale in the ordinary course of business, supplies, office equipment, and motor vehicles, and (ii) "**Improvements**" shall mean only the buildings or other structures designated as improvements to real property by the Ellis Central Appraisal District and shall not include land.
- b. Owner plans to develop the Real Property in Phases and if done so, shall create lots for each Phase by plat. Abatement periods for each Phase shall be ten (10) calendar years (the "**Abatement Period**"), if all the terms and conditions of this Agreement are met. The first year of the Abatement Period for any Phase shall begin on January 1st of the year following the year in which a certificate of occupancy is issued by the City of Red Oak for an Improvement on the platted lot constituting such Phase. The first Phase of the Real Property in the Reinvestment Zone consists of a tract of approximately **86.0415** acres of land as more particularly described in **Exhibit "B-1"** (the "**Phase 1 Abatement Area**"). The Phase 1 Abatement Area will be used to develop a data center.
- c. The Owner agrees that all construction and development shall be in accordance with all applicable laws, ordinances, codes, rules, requirements and regulations of the City and any subdivision, agency, or authority thereof, and, prior to commencing construction or development, Owner shall secure all permits, licenses, and authorizations required.
- d. The Owner has executed **Exhibit "E"** to certify no employment of undocumented workers, required by state law for economic development incentives.
- e. The County agrees that Owner's obligations under this Amended Agreement may be collectively performed by: (i) Owner, (ii) Owner's indirect parent entity which controls 100% of Owner; and (ii) one or more affiliated entities that are wholly owned by or under common control with Owner's indirect, parent entity and the tax abatement provided by Section 2 of this Amended Agreement shall apply to Owner or such parent or affiliate(s) to the extent each entity owns Eligible Personal Property or Improvements.

2. Tax Abatement for Phase 1 Abatement Area.

- a. Tax abatement for Facilities in Phase 1 Abatement Area shall be granted annually to Owner during the Abatement Period in the following amounts if Owner has: (1) made a minimum initial capital investment of \$600,000,000 in the Facilities by the end of the fifth year of the Abatement Period, **AND** (2) complied with the minimum requirement for Jobs, as detailed and defined in Section 4., below, by the end of the fifth year of the Abatement Period and timely submits each year during the term of this Agreement the Job Creation Form, as detailed and required by Section 4., below, certifying compliance:

YEAR	% OF ADDED VALUE OF IMPROVEMENTS TO BE ABATED	% OF ADDED VALUE OF ELIGIBLE PERSONAL PROPERTY TO BE ABATED
1	80%	100%
2	80%	100%
3	80%	100%
4	80%	100%
5	80%	100%
6	80%	100%
7	80%	100%
8	80%	100%
9	80%	100%
10	80%	100%

- b. All valuations shall be determined by the Ellis Central Appraisal District as of January 1st of each year. All of Owner's personal property in Ellis County will be timely rendered by Owner with Ellis Central Appraisal District pursuant to Texas Tax Code Chapter 22. Within ten (10) business days of submitting renditions to Ellis Central Appraisal District, Owner shall provide the County with copies of its tax renditions for all personal property in each Phase during each year of any Abatement Period. After the Abatement Period expires for the Phase 1 Abatement Area, the full value of the Improvements and Eligible Personal Property, for each Phase shall be included on the tax roll and assessed in accordance with applicable laws, and this Amended Agreement shall terminate as to the Phase 1 Abatement Area.
- c. Owner shall (i) provide evidence that its certification from the Comptroller under Section 151.3595 of the Act was not revoked following the Comptroller's audit at the five-year anniversary of such certification; or (ii) document its \$600,000,000 investment in the Facilities located in the Phase 1 Abatement Area to the County in the same manner and timing required to be provided to the Texas Comptroller of Public Accounts pursuant to current Texas Tax Code §151.3595 and Texas Comptroller Rule 34 T.A.C. §3.335 for a "qualifying large data center project."
- d. As required by §312.204(a) of the Act, it is the intent of the County and the Owner to abate taxes only on the value of Improvements and Eligible Personal Property that is in excess of the value attributed by Ellis Central Appraisal District on January 1, 2022. The parties acknowledge that on January 1, 2022, there were no Improvements or Eligible Personal Property on the Real Property.

3. Tax Abatement for all Future Phases.

- a. Each future Phase shall be numbered in its sequential order of development. The second Phase shall be the "**Phase 2 Abatement Area**", the third Phase shall be the "**Phase 3 Abatement Area**", and so on. There is no limit to the number of Phases the Owner may develop on the Real Property, but this Agreement shall only apply to Phases for which the Improvements receive a certificate of occupancy from the County on or before the tenth (10th) anniversary of the Effective Date. County and Owner agree and acknowledge that the commencement of the Abatement Period for each Phase is deferred to a date that is subsequent to the effective date of this Amended Agreement, as authorized by §312.007 of the Act, but that no Abatement

Period will exceed ten (10) years in compliance with §312.007 of the Act. No Abatement Period may be extended longer than ten (10) years, even if Owner fails to qualify for abatement during one (1) or more years of the Abatement Period.

- b. Except for: (i) Section 2.a. (2) regarding job creation; (ii) the Abatement percentages in Section 2 which are only applicable to Phase 1; and (iii) the Abatement percentages in Section 3, which are only applicable to future Phases, all terms, conditions, and obligations of this Agreement shall fully apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3, such default would have no impact on the abatement or Owner's obligations with respect to Phase 1. Each occurrence of the term "Phase 1 Abatement Area" shall be read as if the number "1" has been changed to the number of said future Phase. The Jobs creation requirement in Section 2.a.(2), shall apply to the Real Property in its entirety (so for the avoidance of doubt, Owner is only obligated to create a maximum of 40 jobs at the Real Property by the end of the fifth year of the initial Abatement Period, regardless of the number of Phases). **Exhibit "B-1"** shall automatically be updated with a legal description of each Phase when a building permit is issued for such Phase, without the necessity of further approval or signature of the parties, with such updates being sequentially numbered, for example, the legal description for the Phase 2 Abatement Area shall be labeled "Exhibit "B-2."
- c. Tax abatement for Facilities for Phase 2 and all subsequent Phases shall be granted annually to Owner during the Abatement Period in the following amounts:

YEAR	% OF ADDED VALUE OF IMPROVEMENTS TO BE ABATED	% OF ADDED VALUE OF ELIGIBLE PERSONAL PROPERTY TO BE ABATED
1	85%	100%
2	85%	100%
3	85%	100%
4	85%	100%
5	85%	100%
6	85%	100%
7	85%	100%
8	85%	100%
9	85%	100%
10	85%	100%

4. **Job Creation Requirements.** The Owner agrees to create, by the end of the fifth year of the Abatement Period for Phase 1 (the "**Job Creation Deadline**"), 40 new full-time "qualifying jobs", as defined by Texas Tax Code §151.3595(a)(4) (the "**Jobs**") within the Reinvestment Zone. Should Owner fail to create, by the Jobs Creation Deadline, the Jobs in the Reinvestment Zone or fail to maintain the Jobs during any calendar year thereafter during the term of this Amended Agreement, the County will certify to Ellis Central Appraisal District that Owner is entitled to only the portion of the **Job Requirement Abatement Rate**, as defined below for the next calendar year in every Phase. Jobs shall only be considered full-time if the employee works a minimum of 1,820 hours during the calendar year. Employees as of December 31st of the year they were hired may be included if the number of hours they have worked exceeds 1820 when

annualized. By way of example and for avoidance of doubt, an employee hired on July 1st and still employed on December 31st of that calendar year would qualify if the number of hours they have worked exceeds 910. All Jobs created must be located within the Reinvestment Zone and must be direct labor positions that do not include principals of the Owner. The County shall have the right to see that the Jobs the Owner is required to create are actually created and maintained on an annual basis for the duration of this Amended Agreement. Owner shall complete the Job Creation Form in **Exhibit "C"** and submit it annually by **March 31st** to the County. In addition, for employees working within the Facilities, Owner will provide the following with the Job Creation Form: (1) Texas Employment Commission Employer's Quarterly Report (currently known as Form C-3) ; (2) Form 941 filed with the Internal Revenue Service for each calendar year; and (3) a roster of its employees at the end of each year, listing the total number of hours worked by each employee and the rate of pay for each employee during that year; however, Owner may redact its employee identification numbers, social security numbers and other nonpublic personal information about the employees not necessary to the verification required hereunder.

Notwithstanding any other provision of this Agreement, the "**Job Requirement Abatement Rate**" is defined as the reduced abatement rate. Owner is eligible for if during any calendar year after the Job Creation Deadline, the Jobs drop below forty (40). Owner's percent of tax abatement identified in Section 2.a. or 3.c., above, shall be reduced to the following Job Requirement Abatement Rate for each such one-year period, and the reduction in Jobs below 40 shall not be a default under this Agreement, and the abatement percentages shall be reduced as follows:

NUMBER OF JOBS	% OF ADDED VALUE OF IMPROVEMENTS TO BE ABATED	% OF ADDED VALUE OF ELIGIBLE PERSONAL PROPERTY TO BE ABATED
> or = 40	80% Phase 1 and 85% future Phases	100%
31-40	50%	70%
21-30	30%	50%
< 21	0%	0%

5. **Facilities and Inspections.** Employees and/or designated representatives of the County will have access to the Real Property during the term of this Amended Agreement to inspect the Facilities to ensure that any improvements and repairs are being made and the terms and conditions of this Agreement are being met. All inspections: (a) will be made during normal business hours; (b) will occur after at least ten business days advance notice; (c) will be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facilities; and (d) the County's inspector shall follow Owner's written safety and security policies. This Section 5 is not meant to alter or change the City's building inspections done through the permitting process.

6. **Use and Rendering.** The use of the Real Property and/or Facilities is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Reinvestment Zone during the period that any ad valorem tax abatements are in effect. On or before **March 31st** of each year of an Abatement Period for each Phase, the Owner shall file form "*Application for Abatement*" with the Ellis Central Appraisal District for each Phase declaring the Real Property to be the tax situs of the Eligible Personal Property and the Improvements for such Phase, identified in the corresponding **Exhibit "B-#"**, and will render all personal property in the Phase with Ellis Central Appraisal District during each year of the Abatement Period for each Phase.
7. **Covenants of Owner.** Owner covenants and agrees with County that, while this Amended Agreement is in effect, Owner will comply or cause compliance with the following terms and conditions, which are material terms to this Amended Agreement:
- a. Owner shall timely perform and comply in all material respects with all terms, conditions, and provisions set forth in this Amended Agreement;
 - b. Owner shall timely file all sales tax returns required under Texas law to be filed with the Comptroller and timely pay all amounts due as reflected on such tax returns;
 - c. Owner shall timely pay all ad valorem real or personal property taxes owed, or not abated, to the County; and
 - d. Owner shall provide accurate and truthful information in all documentation provided to the County, including but not limited to **Exhibits "C" and "D"**.
8. **County's Remedies.** In the event that Owner: (a) owes ad valorem taxes to the County that are delinquent and not subject to timely filed and maintained protest or appeal; or (b) after exhaustion of the dispute resolution procedures in Section 24 of this Amended Agreement, violates any of the terms and conditions of this Amended Agreement governing timely completion of the Facilities, amount of capital investment and/or renditions as provided by this Amended Agreement; or (c) violates a covenant in Section 7., above, this Amended Agreement may be terminated by the County, and as County's sole and exclusive remedy, all taxes abated by virtue of this Agreement will be recaptured and paid to the County by Owner within one hundred eighty (180) days of the termination. However, the County may opt to certify to the Ellis Central Appraisal District that Owner has failed to qualify for abatement for the tax year in which the default occurred and/or the next subsequent tax year. If Owner is convicted of a violation of 8 U.S.C. §1324(a)(f) as described in **Exhibit "E"**, this Amended Agreement shall be terminated, and recapture of all taxes abated by virtue of this Amended Agreement with interest shall be made as described in **Exhibit "E."**
9. **Termination for Nonuse.** In the event that the Facilities are completed and Owner subsequently discontinues operations within a Phase for any reason excepting Force Majeure for a period of three years during the Amended Abatement Period, then this Amended Agreement shall terminate as to that Phase and so shall the annual abatement of the taxes in the Phase for the time period during which the Facility no longer operates. The taxes otherwise abated for that calendar year, and subsequent calendar years, in which operations are discontinued shall be paid to County within one hundred eighty (180) days from the date of the

With a copy to

Steve Moore
Jackson Walker L.L.P.
100 Congress Ave., Suite 1100
Austin, Texas 78701

If to the County, then to:

Ellis County
Attention: County Judge Todd Little
101 West Main Street
Waxahachie, Texas 75165

16. Assignment.

- A. The rights, duties and obligations created by this Amended Agreement shall vest in Owner. The Owner may (from time to time) to seek approval to assign this Amended Agreement, including all obligations, rights, titles, or interests of the Owner under this Amended Agreement, to any person or entity that is or will become the owner of the Real Property (an "**Assignee**"): (a) without County consent, if the assignment is to a wholly owned subsidiary of the Owner or the assignee is an affiliate controlled by or under common control with Owner, if following such assignment, the Assignee continues to occupy and operate the Facilities; or (b) with the County's prior written consent to any other individual, partnership, joint venture, corporation, trust or other entity. Upon becoming the owner of the Real Property, any Assignee of Owner shall be treated as "Owner" and become a party to this Amended Agreement.
- B. Owner shall be responsible for requesting approval of an assignment of this Agreement in the event that the Real Property is sold, transferred, or assigned prior to, or within a reasonable time after, such sale, transfer or assignment. No assignment requiring consent is effective until approved in writing by the County. Owner shall allow County at least thirty (30) days to process a request for consent to assign.
- C. Each assignment shall be in writing, executed by the Owner, and the Assignee and shall obligate the Assignee to be bound by this Amended Agreement. A copy of each fully executed assignment to an Assignee shall be provided to the County within ten (10) days of execution.

17. County's Authority. County represents that this Amended Agreement was approved by the affirmative vote of a majority of the members of the County Commissioners' Court of Ellis County at a regularly scheduled meeting, and the County Judge or County Judge Pro-Tem, was authorized to sign on behalf of Ellis County, Texas.

18. Owner's Authority. Owner represents and warrants that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Amended Agreement; and (3) that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

- 19. Entire Amended Agreement.** This Amended Agreement is the entire Amended Agreement between the parties with respect to tax abatements.
- 20. Governing Law.** This Amended Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Amended Agreement shall be in the State District Court of Ellis County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.
- 21. Counterparts.** This Amended Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.
- 22. Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Amended Agreement shall survive termination.
- 23. Open Records.** If any person requests County to disclose any information of a confidential, proprietary or trade secret nature relating to Owner, this Amended Agreement or the Facilities under the Texas Public Information Act (Tex. Gov't. Code Ann §552.001 et seq.) or any equivalent or successor statute (the "**Open Records Act**") and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law, County shall promptly send notice to Owner of such request. Promptly, but no longer than **four (4)** business days after the Owner's receipt of such notice from County, Owner shall notify County in writing whether Owner opposes the release and desires County to request a determination from the Texas Attorney General (an "**Opinion Request**") as to whether the requested information must be disclosed pursuant to the Open Records Act. Contingent upon Owner's timely cooperation, County shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided however that County shall only be required to comply with the foregoing to the extent that County, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits County to make an Opinion Request in the circumstance in question; and provided however that nothing herein shall prevent or limit Owner's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. Owner shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.
- 24. Dispute Resolution.** In the event of any dispute, controversy or claim arising for the reasons identified in Section 8.(b) of this Amended Agreement or disputes as to the creation, validity, or interpretation of this Amended Agreement (a "**Dispute**"), then upon the written request and notice of either party, each of the parties will appoint a designated employee whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The Owner's designated employee shall be capable of binding the Owner and the County's designated employee shall have the ability to make a recommendation to the County Commissioners' Court for resolution, it being agreed and understood by both parties that only the County Commissioners' Court can bind the County, but the Texas Open Meetings Act, Texas Government Code Chapter 551, would require any meeting involving a quorum of the County Commissioners' Court to be open to the

public. The designated employees will meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such employees will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated employees. No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of: (a) a good faith mutual conclusion by the designated employees that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the 60th day after the initial request to negotiate the Dispute.

25. Exhibits. The following Exhibits are attached to this Amended Agreement and are incorporated into and are part of this Agreement:

- | | |
|----------------------|--|
| Exhibit "A" | Reinvestment Zone Property Description |
| Exhibit "B-1" | Phased Property Description |
| Exhibit "C" | Job Creation Form |
| Exhibit "D" | Certificate of Completion/Compliance |
| Exhibit "E" | Certification Regarding Employment of Undocumented Workers |

26. Effect. This Amended Agreement supersedes and replaces any prior tax abatement agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereby have executed this Amended Agreement to be effective as of Effective Date.

ALAMO MISSION LLC

ELLIS COUNTY, TEXAS

Todd Little
Ellis County Judge

Date: _____

Date: _____

EXHIBIT "A"

**REAL PROPERTY LEGAL DESCRIPTION
Reinvestment Zone**

BEING a 182.2661 acre (7,939,511 square foot) tract of land situated in the Benjamin E Frazier Survey, Abstract No. 371 and the Edmund Sherly Survey, Abstract No. 1013, City of Red Oak, Ellis County, Texas; said tract being all of that tract of land described in Special Warranty Deed to Alamo Mission LLC recorded in Instrument No. 1923593 of the Official Public Records of Ellis County, Texas; said tract also being part of that tract of land described in Texas Warranty Deed to Red Oak Industrial Development Corporation recorded in Instrument No. 1526548 of said Official Public Records; said tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "STANTEC" cap found at the intersection of the west line of BNSF & UP Railroad and the north right-of-way line of East Olivia Road (a variable width right-of-way);

THENCE along the said north line of East Olivia Road, the following six (6) calls:

North 78°28'00" West, a distance of 186.26 feet to a wooden monument found for corner;
North 80°09'41" West, a distance of 307.31 feet to a wooden monument found for corner;
North 83°13'37" West, a distance of 310.46 feet to a wooden monument found for corner;
North 86°02'14" West, a distance of 294.73 feet to a wooden monument found for corner;
North 89°27'53" West, a distance of 324.88 feet to a wooden monument found for corner;
South 89°09'37" West, a distance of 387.89 feet to a 1/2" iron rod found for corner;

THENCE North 02°38'37" West, departing the said north line of East Olivia Road, a distance of 1,003.27 feet to a point for corner; said point being the south corner of that tract of land described in Dedication Deed to the City of Red Oak, Texas recorded in Instrument No. 2129565 of said Official Public Records, for the dedication of North Austin Boulevard (a variable width right-of-way); said point being the beginning of a non-tangent curve to the left with a radius of 900.00 feet, a central angle of 24°19'27", and a chord bearing and distance of North 09°31'21" East, 379.22 feet;

THENCE in a northerly direction, along the east right-of-way line of said North Austin Boulevard and with said non-tangent curve to the left, an arc distance of 382.08 feet to a point for corner;

THENCE North 02°38'23" West, continuing along the said east line of North Austin Boulevard, a distance of 1,149.85 feet to a point for corner;

THENCE North 89°24'42" East, departing the said east line of North Austin Boulevard, a distance of 418.29 feet to a point for corner;

THENCE North 00°18'23" East, a distance of 199.07 feet to a point for corner;

THENCE North 00°17'00" West, a distance of 376.72 feet to a point for corner;

THENCE North 88°48'42" East, a distance of 1,860.86 feet to a 5/8" iron rod with "STANTEC" cap found for corner at the beginning of a non-tangent curve to the right with a radius of 160.00 feet, a central angle of 45°40'38", and a chord bearing and distance of South 67°50'19" East, 124.20 feet;

THENCE in a southeasterly direction, with said non-tangent curve to the right, an arc distance of 127.55 feet to a 5/8" iron rod found for corner;

THENCE South 45°00'00" East, a distance of 453.76 feet to a point for corner;

THENCE North 88°48'42" East, a distance of 636.68 feet to a 5/8" iron rod with "STANTEC" cap found for corner in the said west line of BNSF & UP Railroad;

THENCE South 27°17'42" West, along the said west line of BNSF & UP Railroad, a distance of 3,300.57 feet to the **POINT OF BEGINNING** and containing 7,939,511 square feet or 182.2661 acres of land, more or less.

Legal Description and Depiction of Phase 1 Abatement Area

BEING an 86.0415 acre (3,747,966 square foot) tract of land situated in the Edmund Sherly Survey, Abstract No. 1013, City of Red Oak, Ellis County, Texas, being a portion of a tract of land described in a Special Warranty Deed to Alamo Mission LLC recorded in Instrument No. 1923593, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), and being a portion of a tract of land described in a Texas Warranty Deed to Red Oak Industrial Development Corporation recorded in Instrument No. 1526548, O.P.R.E.C.T., and being more particularly described as follows:

BEGINNING at a point for corner in the northwest right-of-way line of the BNSF & UP Railroad, from which a 5/8" iron rod found with a cap stamped "STANTEC" bears North 27°17'42" East, 314.15 feet, said iron rod being the southeast corner of said Red Oak Industrial Development Corporation tract and the northeast corner of said Alamo Mission LLC tract;

THENCE South 27°17'42" West, along the said northwest right-of-way line of the BNSF & UP Railroad, a distance of 1,301.94 feet to a point for corner;

THENCE West, departing the said northwest right-of-way line of the BNSF & UP Railroad, a distance of 553.37 feet to a point for corner;

THENCE North, a distance of 721.49 feet to a point for corner;

THENCE West, a distance of 1,091.30 feet to a point for corner;

THENCE South, a distance of 198.59 feet to a point for corner;

THENCE West, a distance of 138.85 feet to a point for corner;

THENCE South 00°00'37" East, a distance of 485.84 feet to a point for corner;

THENCE North 72°38'13" West, a distance of 667.01 feet to a point for corner;

THENCE West, a distance of 146.07 feet to a point for corner in the east right-of-way line of North Austin Boulevard (a variable width right-of-way);

THENCE North 02°38'23" West, along the said east right-of-way line of North Austin Boulevard, a distance of 936.87 feet to a point for corner;

THENCE North 89°24'42" East departing the said east right-of-way line of North Austin Boulevard, a distance of 418.29 feet to a point for corner;

THENCE North 00°18'23" East, a distance of 199.07 feet to a point for corner being the most northerly northwest corner of said Alamo Mission LLC tract;

THENCE North 00°17'00" West, a distance of 376.72 feet to a point for corner;

THENCE North 88°48'42" East, a distance of 1,860.86 feet to a 5/8" iron rod found with a cap stamped "STANTEC" being the beginning of a non-tangent curve to the right with a radius of 160.00 feet, a central angle of 45°40'38", and a chord bearing and distance of South 67°50'19" East, 124.20 feet;

THENCE in a southeasterly direction, with said non-tangent curve to the right, an arc distance of 127.55 feet to a 5/8" iron rod found;

THENCE South 45°00'00" East, a distance of 689.06 feet to a point for corner being the beginning of a tangent curve to the left with a radius of 340.00 feet, a central angle of 45°00'00", and a chord bearing and distance of South 67°30'00" East, 260.22 feet;

THENCE in a southeasterly direction, with said tangent curve to the left, an arc distance of 267.04 feet to a point for corner;

THENCE South 90°00'00" East, a distance of 85.69 feet to the **POINT OF BEGINNING** and containing 3,747,966 square feet or 86.0415 acres of land, more or less.

EXHIBIT "C"

JOB CREATION FORM
(to be completed by Owner)

PREPARED FOR ELLIS COUNTY

Owner: _____

NOTE: All capitalized terms on this form shall have the same definition as in the Agreement.

PERMANENT FULL TIME QUALIFYING JOBS

Compliance Year: _____

Current total number of Jobs up to 40: _____

Current payroll dollars for 40 Jobs: _____

Pay rate of lowest paid of 40 Jobs: _____

Average weekly wage for 40 Jobs: _____

Ellis County's current average weekly wage: _____

This form was completed by:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT "D"

**CERTIFICATE OF COMPLETION / COMPLIANCE
WITH TAX ABATEMENT AGREEMENT
BETWEEN ELLIS COUNTY AND ALAMO MISSION LLC
EFFECTIVE _____, 2022 ("Agreement")**

**THE STATE OF TEXAS
COUNTY OF ELLIS**

Capitalized terms herein have the same meaning as in the Agreement. Please initial as appropriate below.

___ Alamo Mission LLC (the "Owner") hereby certifies that:

- 1) the Facilities for Phase ___ Abatement Area have been completed and all Facilities and improvements have been constructed or acquired by Owner pursuant to said Agreement,
- 2) all ad valorem taxes have been timely paid by Owner to all taxing entities,
- 3) current total Jobs of Owner in the Facilities is: _____,
- 4) Owner is certified by and registered with the Texas Comptroller as a "Qualifying Large Data Center Project" and such certification and registration is in good standing, and
- 5) all other terms and conditions of this Agreement have been complied with.

OR

___ Alamo Mission LLC (the "Owner") hereby certifies that:

The Owner is not in compliance with the Agreement because Owner does not meet the following requirements for the current year (Check all that apply):

___ The Facilities for the Phase ___ Abatement Area have not been completed and that all facilities and improvements have been constructed or acquired by Owner pursuant to said Agreement.

___ All ad valorem taxes have not been timely paid by Owner to all taxing entities.

___ Current total Jobs of Owner in the Facilities is: _____.

___ Owner is not certified by or registered with the Texas Comptroller as a "Qualifying Large Data Center Project" or such certification or registration is not in good standing.

___ Other terms and conditions of this Agreement have not been complied with.

Signed on this the ___ day of _____ 20__.

Signature

Position/Title

APPROVED:

By: _____

Ellis County _____

EXHIBIT "E"

Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provides pursuant to this Agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, "**Public Subsidies**" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, "**undocumented worker**" means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United States; or
- (B) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security .

(2) If, after receiving the Public Subsidies provide herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. to be Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided by this Agreement under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the County notifies the business of the violation.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

ALAMO MISSION LLC

By:



David Thurny, Manager

(Type name and title)



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-2022-2023-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: 12/16/22 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: TODD LITTLE

PHONE: 972.825.5011 FAX: _____

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 W. Main St.

PREFERRED DATE TO BE PLACED ON AGENDA: 12.27.22

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

Discussion, consideration and approval to award Court Appointed Special Advocates of Ellis County (CASA) County Grant Program in the amount of \$50,000 for FY22 and \$50,000 for FY23 for a 2-year contribution.



Court Appointed Special Advocates
FOR CHILDREN

COURT APPOINTED SPECIAL ADVOCATES OF ELLIS COUNTY

601 Water St
Waxahachie, TX 75165 US
(972) 937-1455
Admin@casaofelliscounty.org
www.casaofelliscounty.org

Invoice

BILL TO

Ellis County Commissioners Court
109 S. Jackson
Waxahachie, TX 75165

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1320	09/01/2022	\$50,000.00	10/01/2022	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/01/2022	Local Gov Grant	Local Government Grants	1	50,000.00	50,000.00
BALANCE DUE					\$50,000.00



CASA

Court Appointed Special Advocates
FOR CHILDREN

COURT APPOINTED SPECIAL ADVOCATES OF ELLIS COUNTY

601 Water St
Waxahachie, TX 75165 US
(972) 937-1455
Admin@casaofelliscounty.org
www.casaofelliscounty.org

Invoice

BILL TO

Ellis County Commissioners Court
109 S. Jackson
Waxahachie, TX 75165

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1321	12/01/2022	\$50,000.00	12/31/2022	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/01/2022	<u>Local Gov Grant</u>	Local Government Grants	1	50,000.00	50,000.00
				BALANCE DUE	\$50,000.00

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-2022-2023-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: 12/20/22 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: TODD LITTLE

PHONE: 972.825.5011 FAX: _____

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: 12.27.22

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

Discussion, consideration and approval to award \$50,000 to The Heights Ellis County Family Resources Grant Program for the FY23 yearly contribution.

SERVICE AGREEMENT BETWEEN ELLIS COUNTY, TEXAS AND THE HEIGHTS
ELLIS COUNTY FAMILY RESOURCES ("The Heights" of Ellis County)

This Agreement is hereby entered into by and between Ellis County, Texas, hereinafter referred to as "Ellis County" and The Heights Ellis County Family Resources, a non-profit corporation located at 100 Chambers Circle Suite 1010A, Waxahatchie TX 75165, hereinafter referred to as "The Heights," and

WHEREAS, The Heights provides a client-focused center for domestic violence intervention and prevention. The Height's services include decreasing the prevalence of violence within the community and providing professional staff for populations impacted by domestic violence, interpersonal violence, sexual assault, stalking, child abuse, elder abuse, and human trafficking, and

WHEREAS, The Ellis County Commissioners Court hereby finds that the programs and efforts of The Heights benefit the residents of Ellis County and hereby declares that this Agreement is one of a professional service.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

The Heights shall in a satisfactory and proper manner perform the following tasks, for which the monies provided by Ellis County may be used to:

Provide domestic abuse victims and their children referred by ECSO with a comprehensive intake process that includes homicide risk assessment, short term safety, and a longterm plan of services. The Heights direct services include: Victim Advocacy, Case Management, Food, Clothing, Childcare, Transitional Housing, Counseling, Law Enforcement Assistance, Legal Assistance, Parenting Education, Relationship Education, Education, and Job Training.

The Heights shall perform those services described in the Work Statement herein attached as Exhibit A and incorporated herein by reference.

Monies provided by Ellis County may not be used for any faith-based services, including but not limited to, spiritual counseling, spiritual direction, or other such type services.

2. OBLIGATIONS OF THE HEIGHTS

In consideration of the receipt of funds from Ellis County, The Heights agrees to the following terms and conditions.

- A. The Heights will present a yearly budget to Ellis County by June 1st. All funds shall be spent in accordance with The Height's board-approved yearly budget.
- B. The Heights will establish, operate, and maintain an accounting system for this program that will allow for a tracing of funds and a review of the financial status of the program.
- C. The Heights will permit authorized officials of Ellis County to review its books at any time. The Heights agrees to submit quarterly financial statements in January, April, July and

September. Each statement shall include current and year-to-date period accounting of all revenues, expenditures, outstanding obligations and beginning and ending balances. Additionally, each statement shall include a full accounting of any and all expenditures of Ellis County funds.

- D. The Heights will reduce to writing all of its rules, regulations, and policies and file a copy with Ellis County along with any amendments, additions, or revisions wherever adopted. The Heights will present an explanation of any major changes in program services.
- E. The Heights will not enter into any contracts that would encumber Ellis County funds for a period that would extend beyond the term of this Agreement.
- F. The Heights will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to Ellis County.
- G. The Heights will appoint a representative who will be available to meet with Ellis County staff when requested.
- H. The Heights will submit to Ellis County copies of year-end audited financial statements.
- I. The Heights will submit all external or internal audits. The Heights shall submit a copy of the annual independent audit to Ellis County within ten (10) days of receipt.

3. TIME OF PERFORMANCE

The services funded by Ellis County shall be undertaken and completed by The Heights within the following time frame: January 3rd, 2023 through September 30, 2023. In the event that this Agreement is renewed, services shall be undertaken within the one-year renewal period.

Funds for payment of this contract have been provided through the Ellis County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving The Heights written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies The Heights in writing of such failure to fund and termination. Ellis County shall pay The Heights for work completed up to that date. There shall be no recourse for the The Heights as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

4. PAYMENTS AND AGREEMENT TERM

- A. **PAYMENTS TO THE HEIGHTS AND AGREEMENT TERM.** Ellis County, for and in consideration of the services provided, agrees to pay to The Heights a payment of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for services rendered to the residents of Ellis County, Texas for the period ("Initial term") beginning January 3rd, 2023 through the end of the current fiscal year (September 30th, 2023). Payment for the Initial term shall be paid equally in quarterly installments, starting in January (\$12,500.00), April (\$12,500.00), July (\$12,500.00), and September (\$12,500.00).

- B. RENEWAL TERM. This Agreement shall automatically renew in one-year increments, with a maximum of three renewals, unless otherwise amended or terminated. Payments for any subsequent renewal term(s) shall be paid equally in quarterly installments, January, April, July and September. The amount of such payments shall be determined and as approved by the Ellis County Commissioners Court.
- C. EXCESS PAYMENT. The Heights shall refund to Ellis County within ten (10) working days of Ellis County's request, any sum of money which has been paid by Ellis County and which Ellis County at any time thereafter determines:
 - 1) Has resulted in overpayment to The Heights, or
 - 2) Has not been spent strictly in accordance with the terms of this Agreement, or
 - 3) Is not supported by adequate documentation to fully justify the expenditure.
- D. DEOBLIGATION OF FUNDS/REVERSION OF ASSETS. In the event that actual expenditures deviate from The Heights' provision of a corresponding level of performance as specified in Exhibit A, Ellis County hereby finds that The Heights is unwilling and/or unable to comply with any of the terms of this contract, Ellis County may require a refund of any and all money expected pursuant to this Agreement by The Heights, as well as any remaining unexpected funds which shall be refunded to Ellis County within ten working days of a written notice to The Heights to revert these financial assets. The reversion of these financial assets shall be in addition to any other remedy available to Ellis County either at law or in equity for breach of this Agreement.
- E. CONTRACT CLOSE OUT. The Heights shall submit a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year (by July 30th) by providing the following:
 - a) A program update on all outcomes accomplished and client populations served; and,
 - b) An accounting of all expenditures of Ellis County funds (salary, rent, training, etc.) Any funds not used for the specified purposes or not used within the time limits specified in this contract are subject to be returned to Ellis County.

5. DIRECTORS' MEETINGS

During the term of this Agreement, The Heights shall deliver to Ellis County copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to Ellis County in a timely manner to give adequate notice and shall include an agenda and a brief description of the matters to be discussed. The Heights understands and agrees that Ellis County's representatives shall be afforded access to all meetings of its Board of Directors. Minutes of all meetings of The Heights' governing body shall be available to Ellis County within ten (10) working days of approval.

6. SUSPENSION OR TERMINATION

- A. Ellis County may terminate this Agreement for cause if the The Heights violates any covenants, agreements, or guarantees of this Agreement, The Heights' insolvency or filing of bankruptcy, dissolution, or receivership, or The Heights' violation of any law or regulation to which it is bound under the terms of this Agreement.
- B. Ellis County may terminate this Agreement for convenience at any time by providing thirty (30) days' notice to The Heights. If Ellis County terminates this Agreement for convenience

Ellis County will not owe any future quarterly installments as of the effective date of termination.

- C. In case of suspension, Ellis County shall advise The Heights in writing, as to conditions precedent to the resumption of funding and specify a reasonable date for compliance.
- D. In case of termination, The Heights will remit to Ellis County any unexpended Ellis County funds. Acceptance of these funds shall not constitute a waiver of any claim Ellis County may otherwise have arising out of this Agreement.

7. WARRANTIES

The Heights represents and warrants that:

- A. All information, reports and data heretofore or hereafter requested by Ellis County and furnished to Ellis County, are complete and accurate as of the date shown on the information, data or report, and since that date, have not undergone any significant change without written notice to Ellis County.
- B. Any supporting financial statements heretofore requested by Ellis County and furnished to Ellis County, are complete, accurate and fairly reflect the financial conditions of The Heights on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of The Heights.
- C. No litigation or legal proceedings are presently pending or threatened against The Heights.
- D. None of the provisions herein contravenes or is in conflict with the authority under which The Heights is doing business or with the provisions of any existing indenture or agreement of The Heights.
- E. The Heights has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of The Heights are subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by The Heights to Ellis County.

8. INDEMNIFICATION

TO THE EXTENT PERMITTED BY TEXAS LAW, THE HEIGHTS HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ELLIS COUNTY, ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, INJURY OR CLAIM ARISING FROM THE NEGLIGENCE OPERATION OF ITS PROGRAM. SAID INDEMNIFICATION WILL INCLUDE, BUT NOT LIMITED TO, ALL AMOUNTS OF ALL CLAIMS, ATTORNEY'S FEES, AND COST OF COURT.

9. INSURANCE

- A. The Heights shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.
- B. The premises on and in which the activities described in Exhibit A are conducted, the employees conducting these activities, shall be covered by premise liability insurance,

commonly referred to as "Owner/Tenant" coverage with Ellis County named as an additional insured. Upon request of The Heights, Ellis County may, at its sole discretion, approve alternate insurance coverage arrangements.

- C. The Heights will comply with applicable workers' compensation statutes and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.
- D. The Heights will maintain adequate and continuous liability insurance on all vehicles owned, leased, or operated by The Heights. All employees of The Heights who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas Driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in The Heights' files.
- E. Actual losses are not covered by insurance as required by this Section are not allowable costs under this Agreement and remain the sole responsibility of The Heights.
- F. The policy or policies of insurance shall contain a clause which requires that Ellis County and The Heights be notified in writing of any cancellation or change in the policy at least thirty (30) days prior to such change or cancellation.
- G. The Heights shall submit proof of insurance and other insurance documents required by this section to Ellis County within ten (10) days of receipt and should be updated annually.

10. CONFLICT OF INTEREST

- A. The Heights covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Heights further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. The Heights further covenants that no member of its governing body, of its staff, subcontractors or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself or others; particularly those with which he/she has family, business, or other ties.
- C. No officer, member or employee of Ellis County and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he has direct or indirect interest.

11. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or

not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed to The Heights or Ellis County, as the case may be, at the following addresses:

Ellis County Judge
Historic Ellis County Courthouse
101 W Main St.
Waxahachie, TX 75165

The Heights of Ellis County
Attn: Executive Director
2330 W FM 875
Midlothian, TX 76065

Either party may change its mailing address by sending notice of change of address to the other at the above address by certified mail, return receipt requested.

12. MISCELLANEOUS

- A. The Heights shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising there under to any party or parties, bank, trust company or other financial institution without the prior written approval of Ellis County.
- B. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This Agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.
- D. This Agreement shall not be interpreted to insure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party's agent, or party's employee, otherwise provided by law.
- E. In no event shall any payment to The Heights hereunder, or any other act or failure of Ellis County to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by Ellis County of any breach of covenant or default which may then or subsequently be committed by The Heights. Neither shall such payment, act or omission in any manner impair or prejudice any right, power, privilege, or remedy available to Ellis County to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of Ellis County may waive the effect of this provision.
- F. This Agreement, together with referenced exhibit and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement,

understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement. Any amendment, change, or addition to this Agreement shall be made only in writing and signed by both parties.

- G. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances, or regulations, Ellis County as the party ultimately responsible for matters of compliance, will have the final authority to render or to secure an interpretation.
- H. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court of competent jurisdiction sitting in Ellis County, Texas.
- I. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, The Heights verifies that it and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Tex. Gov't. Code 2270.002.
- J. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, The Heights verifies that it and its employees are not engaged in business with **Iran, Sudan**, or any company identified on the list referenced in Section 2252.152, Texas Government Code. Tex. Gov't. Code 2252.152.
- K. The Heights verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, The Heights shall promptly notify Ellis County, Texas.
- L. The Heights represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, The Heights shall promptly notify Ellis County, Texas.
- M. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

13. Certificate of Interested Parties (Form 1295)

- A. Section 2252.908 of the Government Code states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure

of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

- B. Instruction and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.
- C. The Heights will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

[Signature page to follow]

IN WITNESS WHEREOF the parties do hereby affix their signatures and enter into this Agreement as of the ___ day of December 2022.

COUNTY OF ELLIS, TEXAS

The Heights OF ELLIS COUNTY

Todd Little, County Judge

Jennifer Salzman, Executive Director

ATTEST:

ATTEST:

By: _____
Krystal Valdez, County Clerk

By: _____
Krystal Valdez, County Clerk /or/
Del Blair, Board Secretary

EXHIBIT A

SCOPE OF SERVICES for The Heights of Ellis County

SECTION 1 – ACTIVITY

The Heights shall provide domestic abuse victims and their children referred by ECSO with a comprehensive intake process that includes homicide risk assessment, short term safety, and a long-term plan of services. The Heights direct services include: Victim Advocacy, Case Management, Food, Clothing, Childcare, Transitional Housing, Counseling, Law Enforcement Assistance, Legal Assistance, Parenting Education, Relationship Education, Education, Job Training.

The Heights shall adhere and follow all state, federal, and local guidelines for the operation and advocacy of a local domestic abuse shelter and a multi-agency advocacy and family justice center. Specifically, The Heights shall implement and follow the guideline laid out in The Heights manuals for service, the Texas Council on Family Violence, and Family Justice Center Alliance program of The Alliance For Hope International.

SECTION II – SERVICES

In order to complete the agreed upon activity, The Heights shall provide the following:

- Provide Victim Advocacy, Case Management, Food, Clothing, Childcare, Transitional Housing, Counseling, Law Enforcement Assistance, Legal Assistance, Parenting Education, Relationship Education, Education, Job Training.
- Provide training to Ellis County residents serving as volunteer advocates. Volunteers will be directed and supervised by The Heights' professional staff.
- Ensure that potential volunteers successfully complete an application and background check before an invitation is extended to attend training.

Monies provided by Ellis County may not be used for any faith-based services, including but not limited to, spiritual counseling, spiritual direction, or other such type services.

SECTION III- UNIT OF SERVICE

A unit of service will be the tool by which Ellis County and The Heights can measure performance under this agreement. A unit of service shall be defined as service provided to a domestic abuse victim in Ellis County.

SECTION IV-GOALS

The Heights shall provide at least 1,000 total hours of case management services to the County of Ellis residents. The total number of units of service required constitutes the performance target for the The Heights under this Agreement. The Heights will provide services to every referred victim of domestic violence during the term of this Agreement. In no event shall compensation to The Heights exceed the lesser of the The Heights' costs attributable to the work performed as stated herein, or sum of Fifty Thousand dollars (\$50,000.00).



425 E. Ross St.
Waxahachie, TX 75165

Invoice for Services

FY 2023

PREPARED FOR

Cheryl Chambers
Ellis County Treasurer
109 S Jackson St, Third Floor
Waxahachie, TX 75165

PREPARED DATE

December 6th, 2022

Thank you for your continued support of the Ellis County Children's Advocacy Center. We continue to see an increase in the number of children in our county who need CAC services. Last year we provided 489 forensic interviews for alleged victims of child abuse. We are on track to provide well over 500 interviews this fiscal year 2023 as our county grows. We also served over 649 new families through our family advocacy program and completed over 1679 therapy sessions. We have also added a second FI room. Your contribution to our community's CAC is valuable to the work we do. Please see the remainder of this packet with copies of our:

- External Audit
- Performance & Stat Reports
- Major Changes in Program Service
- 990
- W-9

Date of Service/Task			TOTAL
FY 2023 (September 2022 – August 2023)			\$50,000

\$50,000.00

Respectfully Submitted,

Leslie A. Deen
Executive Director

**ELLIS COUNTY
CHILDREN'S ADVOCACY CENTER, INC.
FINANCIAL STATEMENTS**

Years Ended August 31, 2021 and 2020

To the Board of Directors of
Ellis County Children's Advocacy Center, Inc.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Ellis County Children's Advocacy Center, Inc. as of August 31, 2021 and 2020, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Misty Culpepper, CPA, PLLC

Misty Culpepper, CPA, PLLC
Certified Public Accountant

January 6, 2022

ELLIS COUNTY CHILDREN'S ADVOCACY CENTER, INC.
 STATEMENT OF ACTIVITIES
 YEAR ENDED AUGUST 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUE			
Contributions	\$ 105,850	\$ 21,280	\$ 127,130
Special events	169,310	-	169,310
United Way	42,699	-	42,699
Grant revenues	134,600	442,359	576,959
Interest income	6,510	-	6,510
Other income	1,592	-	1,592
Net investment return	109,455	-	109,455
Net assets released from restrictions	463,639	(463,639)	-
Total support and revenue	<u>1,033,655</u>	<u>-</u>	<u>1,033,655</u>
EXPENSES			
Program services:			
Children's advocacy and therapy	618,787	27,096	645,883
Total program services			
Supporting services:			
Management and general	136,820	-	136,820
Fundraising	34,668	-	34,668
Total support services	<u>171,488</u>	<u>-</u>	<u>171,488</u>
Total Expenses	<u>790,275</u>	<u>27,096</u>	<u>817,371</u>
INCREASE IN NET ASSETS	243,380	(27,096)	216,284
Net Assets at Beginning of Year	1,070,754	27,096	1,097,850
Net Assets at End of Year	<u>\$ 1,314,134</u>	<u>\$ -</u>	<u>\$ 1,314,134</u>

The accompanying notes are an integral part of these financial statements.

ELLIS COUNTY CHILDREN'S ADVOCACY CENTER, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 YEAR ENDED AUGUST 31, 2021

	Program Services		Support Services		Total Program & Supporting Services
	Children's Advocacy and Therapy	Management and General	Fund Raising		
Compensation and payroll taxes	\$ 458,949	\$ 101,482	\$ -	\$ 560,431	
Employee benefits	70,835	12,500	-	83,335	
Depreciation	17,793	3,139	-	20,932	
Advertising	3,737	-	-	3,737	
Insurance	11,392	-	-	11,392	
Occupancy	15,751	2,780	-	18,531	
Professional fees	-	13,692	-	13,692	
Miscellaneous	12,140	-	-	12,140	
Travel	13,887	-	-	13,887	
Repairs and maintenance	18,290	3,227	-	21,517	
Office supplies	23,109	-	-	23,109	
Fundraising expenses	-	-	34,668	34,668	
Total Expenses	\$ 645,883	\$ 136,820	\$ 34,668	\$ 817,371	

The accompanying notes are an integral part of these financial statements.

ELLIS COUNTY CHILDREN'S ADVOCACY CENTER, INC.
 STATEMENTS OF CASH FLOWS
 YEARS ENDED AUGUST 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Position	\$ 216,284	\$ 510,876
Adjustments to reconcile change in net assets (Loss) to net cash provided by (used in) operating activities:		
Depreciation	20,932	17,693
(Increase) Decrease in grants receivable	(48,139)	(31,893)
(Increase) Decrease in accrued interest receivable	(6,081)	(609)
(Increase) Decrease in other receivable	(1,300)	-
(Increase) Decrease in prepaid expenses	(3,463)	-
Increase (Decrease) in accrued payroll and other liabilities	(3,866)	(113)
Total Adjustments	<u>(41,917)</u>	<u>(14,922)</u>
Net Cash Provided (Used) By Operating Activities	<u>174,367</u>	<u>495,954</u>
CASH FLOWS FROM CAPITAL AND RELATED ACTIVITIES		
Purchase of property and equipment	<u>(30,912)</u>	<u>(22,896)</u>
Net Cash Provided (Used) By Capital and Related Activities	<u>(30,912)</u>	<u>(22,896)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of long-term investments	<u>(109,454)</u>	<u>(399,670)</u>
Net Cash Provided (Used) By Investing Activities	<u>(109,454)</u>	<u>(399,670)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from note payable	-	79,600
Forgiveness of note payable	<u>(79,600)</u>	<u>79,600</u>
Net Cash Provided (Used) By Financing Activities	<u>(79,600)</u>	<u>79,600</u>
NET INCREASE (DECREASE) IN CASH	(45,599)	152,988
CASH, BEGINNING OF YEAR	<u>250,122</u>	<u>97,134</u>
CASH, END OF YEAR	<u>\$ 204,523</u>	<u>\$ 250,122</u>

The accompanying notes are an integral part of these financial statements.

ELLIS COUNTY CHILDREN'S ADVOCACY CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
AUGUST 31, 2021 and 2020

NOTE A - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

acquired assets are placed in service as instructed by the donor. The Center reclassifies temporarily restricted net assets to unrestricted net assets at that time. The Center follows the practice of capitalizing all expenditures for property and equipment in excess of \$500.

Depreciation is provided using the straight-line method for forty years for buildings, five years for equipment and five years for furniture and fixtures.

7. *Contributions:* Contributions are recorded at their fair market value and are recorded as net assets without donor restrictions or net assets with donor restrictions depending on the existence and/or nature of any donor restrictions. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions depending on the nature of the restriction. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

8. *Grant Revenue:* Grants are received from the federal and state governments. Revenues on cost reimbursement contracts are recognized when allowable and reimbursable expenses are incurred, and upon meeting the legal and contractual requirements of the funding source. Revenues on fee for service contracts are recognized when the services required by the contractual agreements are satisfactorily performed. These revenues are generally considered exchange transactions, and are thereby recorded as revenue recognition criteria is recorded, if applicable, as refundable advances in the Statements of Financial Position.

9. *Basis of Accounting:* The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

10. *Basis of Presentation:* The Organization has presented its financial statements in accordance with generally accepted accounting principles for not-for-profit organizations. Under this guidance, the Organization's financial statements are presented based on the existence or absence of donor-imposed restrictions. This has been accomplished by classification of fund balances and transactions into two classes of net assets - net assets without donor restrictions and net assets with donor restrictions. Net assets without donor restrictions are net assets which are not subject to donor-imposed stipulations while net assets with donor restrictions are net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time.

11. *Functional Allocation of Expenses:* The Center allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support service are allocated directly according to their natural expenditure classification. Other expenses that are common to several functions are allocated by various statistical bases used in conjunction with the Center's cost allocation plan.

**ELLIS COUNTY CHILDREN'S ADVOCACY CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
AUGUST 31, 2021 and 2020**

NOTE D – PAYCHECK PROTECTION LOAN

The Organization received a loan from Citizens National Bank in the amount of \$79,600 under the Paycheck Protection Program established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Organization applied for and has been notified that \$79,600 in eligible expenditures for payroll and other expenses described in the CARES Act has been forgiven. Loan forgiveness is reflected in Grant Revenues in the accompanying statements of financial position.

Impact Report



Justice

Forensic Interview Services Provided in FY22:

489

Number of State Wide Intake Reports Received:

2191

Hope

Family Advocacy Services Provided in FY22:

649 New Families

2067 Individual Services

47% Crisis Intervention

37% Referrals to Other Services

56% Follow-ups

Unique Services Provided:

Crime Victim's Compensation assistance - 25

Suicide Screening - 42

School/Holiday Assistance Services - 91

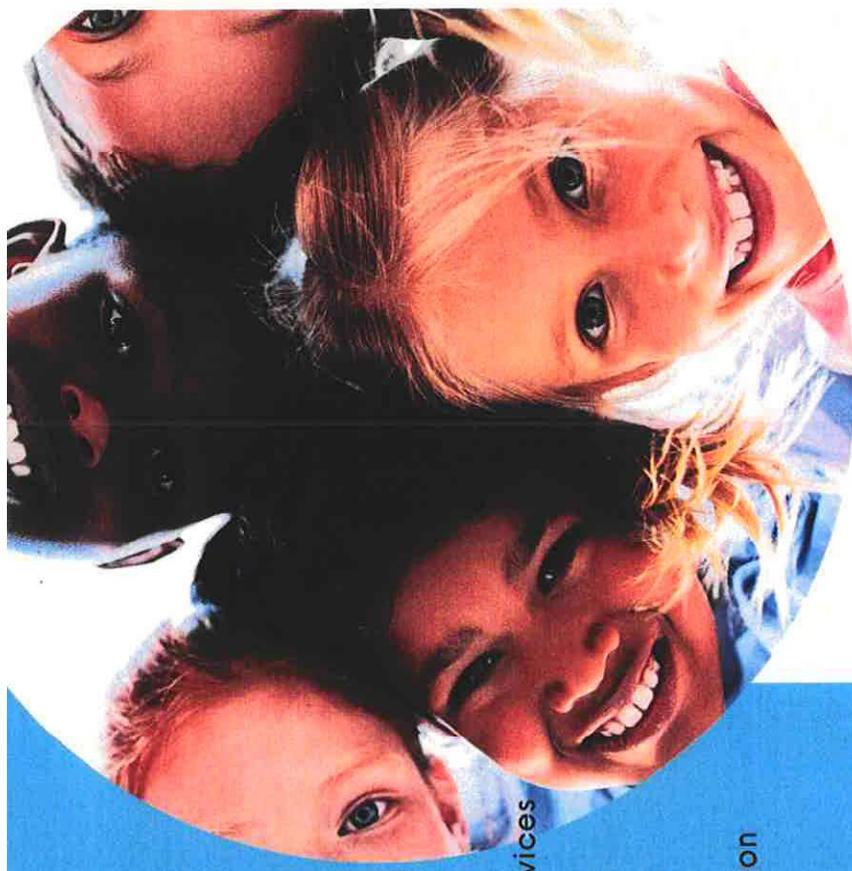
Healing

Mental Health Services Provided in FY22:

Individual and Family Sessions - 1679

112 - Children Served

71 - Adults Served



Total Children Served 545



Providing Justice, Hope,
and Healing for
Children in Ellis County



Ellis County
Children's
Advocacy Center



Ellis County
Children's Advocacy

425 E. Ross Street, Waxahachie, Texas 75165
(972) 937-1870 Fax (972) 937-1891

Major Changes in Programs and Services

In FY2021-22, the Ellis County Children's Advocacy Center has expanded services in the areas of Forensic Interviewing, Family Advocacy, Mental Health, Community Education, and Commercial Exploitation of Children in Ellis County. This expansion was due to the increases in demand for such services and intended to meet the growing needs of our county.

FORENSIC INTERVIEWING: The forensic interview program has seen an increase in the number of forensic interviews being requested. In FY21-22, the ECCAC completed 489 forensic interviews of children. The forensic team requested that a 2nd forensic interview room and observation room be created to handle the increase in cases and provide an increased number of available time slots to conduct forensic interviews as well as simultaneous interviews. As a part of this expansion, new forensic interview equipment has been acquired through a National Children's Alliance grant. This state of the art interviewing equipment integrates well with the new cloud based storage system, which allows for secure sharing of forensic interviews with investing partner agencies. The new forensic interview and observation room is set to open mid-December 2022.

FAMILY ADVOCACY: The Family Advocacy Program has expanded through a two year grant to provide a 2nd family advocate through the Office of the Attorney General's Other Victim Assistance Grant (OVAG). Additionally, our advocates now provide post-forensic interview assessments to screen for suicide and trauma. Our Christmas Store for parents has grown to over 30 Ellis County families receiving resources including clothing, Christmas presents for their children, basic necessities like food, beds, and bedding. Families are also linked with existing resources in our community as to not duplicate services but connect families to ongoing resources.

MENTAL HEALTH: The increase in demand for mental health services has been remarkable this fiscal year. The ECCAC has worked diligently to meet the increasing needs of victims of abuse and lower the number of children waiting for mental health services. Through additional Texas Department of Health and Human Services and CACTX funding specifically for expanding mental health capacity, our mental health team was able to move services to a home previously used as a group home by Texas Baptist Home, located at 216 Richmond Lane Waxahachie, Texas (across the street from the Children's Advocacy Center). This building provides additional space for therapy



rooms and office space for therapists. The additional funding also provided resources for an Intake and Assessment Specialist. This position has helped the Mental Health Team lower waiting times and has streamlined the process for parents and children.

COMMUNITY EDUCATION: New state legislation (known as Senate Bill 9) has required school districts to approve curriculum for students that addresses specific topics to include child abuse, family violence, dating violence, and child sex trafficking. The ECCAC has created a Community Education and Engagement program and a Director of Community Education and Engagement position and has been working with the major school districts in Ellis County to provide age appropriate curriculum and facilitators for schools.

RESPONSE TO COMMERCIAL EXPLOITATION OF CHILDREN IN ELLIS COUNTY: The ECCAC Multidisciplinary Team (MDT) Program, in coordination with the Governor's Office Child Sex Trafficking Team (CSTT), the County and District Attorney's Office, and other MDT partners, i.e., Department of Family and Protective Services Human Trafficking Unit, local law enforcement agencies, and local children's hospitals) has developed a memorandum of understanding and working protocols for responding to victims of commercial exploitation of children. This specialized response is called Care Coordination. Through additional funding by The Texas Department of Health and Human Services and CACTX, the ECCAC has created a position of Care Coordinator to facilitate the MDT response to law enforcement and Child Protective Services investigations. Since the CAC began screening children 10 and up for the risk of commercial sexual exploitation, the CAC and partners have identified 50 children and youth to be "Clear Concern" for commercial sexual exploitation. Some of these cases are presumed victims and others are confirmed victims and includes trafficking and other forms of exploitation, such as commercial sexual abuse materials (CSAM), formerly known as child pornography.

The ECCAC also facilitated the development of the Care Coordination Advisory Council. This council is made up of decision makers from the MDT including Chiefs of Police, Sheriff Brad, Norman, County and District Attorney, Ann Montgomery, CASA, Traffick911, Cook Children's Hospital, Judge William Wallace, Juvenile Probation, the Governor's Office CSTT and the Children's Advocacy Center.

Thank you for your ongoing support of the services to children and families of Ellis County through the work of the Children's Advocacy Center. We will continue to survey the needs and strive to meet the increasing demands of our growing community.

Sincerely,



Leslie A. Deen
Executive Director
Ellis County Children's Advocacy Center



**Misty Culpepper CPA
PO Box 8
ENNIS, TX 75120
972-268-6940**

January 7, 2022

CONFIDENTIAL

Ellis County Childrens Advocacy
Center Inc.
425 E. Ross St.
Waxahachie, TX 75165

Dear David:

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

Misty Culpepper, CPA

Misty Culpepper CPA

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

2020
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2020 calendar year, or tax year beginning **09/01/20**, and ending **08/31/21**

- B** Check if applicable:
- Address change
 - Name change
 - Initial return
 - Final return/terminated
 - Amended return
 - Application pending

C Name of organization **ELLIS COUNTY CHILDRENS ADVOCACY CENTER INC.**
Doing business as **THE GINGERGREAD HOUSE**
Number and street (or P.O. box if mail is not delivered to street address) **425 E. ROSS ST.** Room/suite
City or town, state or province, country, and ZIP or foreign postal code **WAXAHACHIE TX 75165**

F Name and address of principal officer:
DAVID TUTTLE
425 E. ROSS ST.
WAXAHACHIE TX 75165

D Employer identification number ****-***6594**
E Telephone number **972-937-1870**
G Gross receipts \$ **1,033,655**

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
If "No," attach a list. See instructions

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **N/A**

H(c) Group exemption number

K Form of organization: Corporation Trust Association Other

L Year of formation: **1999** **M** State of legal domicile: **TX**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO OPTIMIZE THE INVESTIGATIVE AND PRESECUTION PROCESS, PROVIDE QUALITY LEGAL PHYSHOLOGICAL, SOCIAL AND MEDICAL SERVICES TO ABUSED CHILDREN.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	15	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	15	
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	12	
	6	Total number of volunteers (estimate if necessary)	0	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0	
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0		
Revenue	8	Contributions and grants (Part VIII, line 1h)	699,274	746,787
	9	Program service revenue (Part VIII, line 2g)	1,064	1,594
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	400,929	115,964
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	89,097	134,642
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,190,364	998,987
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	552,086	643,766
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	16b	Total fundraising expenses (Part IX, column (D), line 25) ▶	0	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	127,402	138,937
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	679,488	782,703	
19	Revenue less expenses. Subtract line 18 from line 12	510,876	216,284	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	1,181,688	1,314,506
	21	Total liabilities (Part X, line 26)	83,839	373
	22	Net assets or fund balances. Subtract line 21 from line 20	1,097,849	1,314,133

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: **DAVID TUTTLE** Date: **PRESIDENT**
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: **MISTY CULPEPPER, CPA** Preparer's signature: *Misty Culpepper, CPA* Date: **01/07/22** Check if self-employed PTIN: *********

Firm's name: **MISTY CULPEPPER CPA** Firm's EIN: **** - ***5046**
Firm's address: **PO BOX 8 ENNIS, TX 75120** Phone no.: **972-268-6940**

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		X
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 12		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) LESLIE DEEN	40.00									
EXECUTIVE DIRECTOR	0.00	X		X			94,270	0	0	
(2) LEE AUVENSHINE	0.00									
OFFICER AT LARGE	0.00	X					0	0	0	
(3) TRACI AVERETT	0.00									
TREASURER	0.00	X		X			0	0	0	
(4) DEANN BELL	0.00									
OFFICER AT LARGE	0.00	X		X			0	0	0	
(5) DAVID ESPEDAL	0.00									
TRUSTEE/DIRECTOR	0.00	X					0	0	0	
(6) TONYA HARRIS	0.00									
TRUSTEE	0.00	X					0	0	0	
(7) CAMMY JACKSON	0.00									
VICE PRESIDENT	0.00	X		X			0	0	0	
(8) GENE MARROW JR. S	0.00									
TRUSTEE/DIRECTOR	0.00	X		X			0	0	0	
(9) EDWARD MERKEL	0.00									
TRUSTEE/DIRECTOR	0.00	X					0	0	0	
(10) ASHLEY MICHAEL	0.00									
SECRETARY	0.00	X					0	0	0	
(11) ELIZABETH ORTIZ	0.00									
TRUSTEE	0.00	X					0	0	0	

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	521,958			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	224,829			
	g Noncash contributions included in lines 1a-1f	1g	\$			
	h Total. Add lines 1a-1f		746,787			
Program Service Revenue	2a INSURANCE DIVIDENDS	Business Code	531120	951	951	
	b RENTAL INCOME			643	643	
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f		1,594			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		115,964	115,964		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
		6b Less: rental expenses	6b			
	c Rental inc. or (loss)	6c				
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		7b Less: cost or other basis and sales exps.	7b			
	c Gain or (loss)	7c				
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a	169,310			
b Less: direct expenses	8b	34,668				
c Net income or (loss) from fundraising events		134,642				
9a Gross income from gaming activities. See Part IV, line 19	9a					
b Less: direct expenses	9b					
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	10a					
b Less: cost of goods sold	10b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11a	Business Code				
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d					
12 Total revenue. See instructions		998,987	117,558	0	0	

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	250,122	1	204,519
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	93,706	4	143,145
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	3,463
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 655,471		
	b Less: accumulated depreciation	10b 207,906	437,581	10c 447,565
	11 Investments—publicly traded securities	399,670	11	509,124
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	609	15	6,690
16 Total assets. Add lines 1 through 15 (must equal line 33)	1,181,688	16	1,314,506	
Liabilities	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	79,600	23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	4,239	25	373
	26 Total liabilities. Add lines 17 through 25	83,839	26	373
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	1,070,753	27	1,314,133
	28 Net assets with donor restrictions	27,096	28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	1,097,849	32	1,314,133
33 Total liabilities and net assets/fund balances	1,181,688	33	1,314,506	

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

2020

Department of the Treasury
Internal Revenue Service

▶ **Attach to Form 990 or Form 990-EZ.**

Open to Public Inspection

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

Name of the organization

**ELLIS COUNTY CHILDRENS ADVOCACY
CENTER INC.**

Employer identification number

****-***6594**

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

- 19a 33 1/3% support tests—2020.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization
- b 33 1/3% support tests—2019.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
b	A family member of a person described in line 11a above?		
c	A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.		

Section B. Type I Supporting Organizations

		Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3	By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

Section E. Type III Functionally-Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2	Activities Test. Answer lines 2a and 2b below.		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b	Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
3	Parent of Supported Organizations. Answer lines 3a and 3b below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions		Current Year		
1	Amounts paid to supported organizations to accomplish exempt purposes			
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity			
3	Administrative expenses paid to accomplish exempt purposes of supported organizations			
4	Amounts paid to acquire exempt-use assets			
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)			
6	Other distributions (describe in Part VI). See instructions.			
7	Total annual distributions. Add lines 1 through 6.			
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.			
9	Distributable amount for 2020 from Section C, line 6			
10	Line 8 amount divided by line 9 amount			
Section E – Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1	Distributable amount for 2020 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2020			
a	From 2015			
b	From 2016			
c	From 2017			
d	From 2018			
e	From 2019			
f	Total of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2020 distributable amount			
i	Carryover from 2015 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2020 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2020 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	Excess distributions carryover to 2021. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2016			
b	Excess from 2017			
c	Excess from 2018			
d	Excess from 2019			
e	Excess from 2020			

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Name of the organization

**ELLIS COUNTY CHILDRENS ADVOCACY
CENTER INC.**

Employer identification number

****-***6594**

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

 501(c)(3) (enter number) organization 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation 527 political organization

Form 990-PF

 501(c)(3) exempt private foundation 4947(a)(1) nonexempt charitable trust treated as a private foundation 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

-
- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 $\frac{1}{3}$ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2020)

Name of organization

ELLIS COUNTY CHILDRENS ADVOCACY

Employer identification number

****-***6594**

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	CITY OF ENNIS 115 W BROWN ST ENNIS TX 75119	\$ 19,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|----------------------------------|--------|
| 1c Beginning balance | |
| 1d Additions during the year | |
| 1e Distributions during the year | |
| 1f Ending balance | |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII Yes No

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment %
 - b Permanent endowment %
 - c Term endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|-----------------------------|-----|----|
| (i) Unrelated organizations | | |
| (ii) Related organizations | | |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? Yes No
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		20,018		20,018
b Buildings		578,952	179,249	399,703
c Leasehold improvements				
d Equipment		32,140	12,671	19,469
e Other		24,361	15,986	8,375
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				447,565

**SCHEDULE G
(Form 990 or 990-EZ)**

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization **ELLIS COUNTY CHILDRENS ADVOCACY CENTER INC.**

Employer identification number
****-***6594**

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

.....

.....

.....

.....

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ Attach to your tax return.

▶ Go to www.irs.gov/Form4562 for instructions and the latest information.

OMB No. 1545-0172

2020

Attachment Sequence No. **179**

Name(s) shown on return **ELLIS COUNTY CHILDRENS ADVOCACY CENTER INC.**

Identifying number
****-***6594**

Business or activity to which this form relates

INDIRECT DEPRECIATION

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,040,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,590,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2019 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2021. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	20,929

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2020	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

Section B—Assets Placed in Service During 2020 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2020 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	20,929
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form 990	Event Income and Deduction Worksheet Description ANNUAL FUNDRAISER	2020
Name ELLIS COUNTY CHILDRENS ADVOCACY		Taxpayer Identification Number **-***6594

Use this worksheet to verify data entered for a specific activity on your form 990/990EZ

Income & Expense Summary:

1. Gross receipts or sales	1. <u>169,310</u>
2. Advertising income	2. _____
3. Circulation income	3. _____
4. Other income	4. _____
5. Returns and allowances	5. _____
6. Contributions received	6. _____
7. Total revenue. Add lines 1 through 6	7. <u>169,310</u>
8. Cost of Goods Sold	8. _____
9. Employment Expense	9. _____
10. Fees for services	10. _____
11. Indirect Expense	11. _____
12. Depreciation Expense	12. _____
13. Exempt Activity Expense	13. _____
14. Fundraising Expense	14. <u>34,668</u>
15. Total expenses. Add lines 8 through 14	15. <u>34,668</u>
16. Net Income/Loss. Line 7 minus Line 15	16. <u>134,642</u>

Expense Details - Indirect Expense:

Advertising and promotion	_____
Office	_____
Printing/publication/postage	_____
Info technology/Maintenance	_____
Royalties & License Fees	_____
Occupancy/Real Estate Taxes	_____
Travel & Repairs	_____
Travel/entertainment (officials)	_____
Conferences/meetings	_____
Interest	_____
Insurance	_____
Total Indirect Expense	_____

Expense Details - Depreciation Expense:

On investment property	_____
On non-investment property	_____
Amortization	_____
Depletion	_____
Total Depreciation Expense	_____

Expense Details - Exempt Activity Expense:

Repairs and Maintenance	_____
Bad debts	_____
Taxes/licenses	_____
Charitable contributions	_____
Dividend recd deductions	_____
Readership costs	_____
Other expenses	_____
Total Exempt Activity Expense	_____

Expense Details - Fundraising Expense:

Cash prizes	_____
Non-cash prizes	_____
Rent and facility costs	<u>34,668</u>
Food & beverages (Part II only)	_____
Entertainment (Part II only)	_____
Other direct expenses	_____
Total Fundraising Expense	<u>34,668</u>

Expense Details - Cost of Goods Sold:

Beginning inventory	_____
Purchases	_____
Labor	_____
Section 263A costs	_____
Other costs	_____
Ending inventory	_____
Total Cost of Goods Sold	_____

Expense Details - Employment Expense:

Compensation of officers	_____
Other salaries and wages	_____
Pension plan contributions	_____
Other employee benefits	_____
Payroll taxes	_____
Total Employment Expense	_____

Expense Details - Fees for Services:

Management	_____
Legal	_____
Accounting	_____
Lobbying	_____
Professional fundraising	_____
Investment management	_____
Other	_____
Total Fees for Services	_____

Information is indicated for use on Form 990-T, Schedule A:

- Part V, Debt Financing
- Part VI, Controlled Org Income
- Part VII, Investments for C(7)(9)(17)
- Part VIII, Exploited Activities
- Part IX, Advertising Income

Allocation of Expense to Program Service Accomplishments:

First	_____
Second	_____
Third	_____
All other	_____

Form **990**

Tax Return History

2020

Name **ELLIS COUNTY CHILDRENS ADVOCACY CENTER INC.**

Employer Identification Number
-*6594

	2016	2017	2018	2019	2020	2021
Contributions, gifts, grants		295,829	391,763	699,274	746,787	
Membership dues						
Program service revenue		600	600	1,064	1,594	
Capital gain or loss						
Investment income		402	338	400,929	115,964	
Fundraising revenue (income/loss)		103,181	98,169	89,097	134,642	
Gaming revenue (income/loss)						
Other revenue						
Total revenue	400,012	400,012	490,870	1,190,364	998,987	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.		75,091	77,258	85,965		
Other compensation		185,754	297,910	466,121	643,766	
Professional fees		21,337	46,776	14,670	13,692	
Occupancy costs		11,529	10,596	16,905	18,531	
Depreciation and depletion		15,103	15,979	17,692	20,932	
Other expenses		38,324	69,294	78,135	85,782	
Total expenses	347,138	347,138	517,813	679,488	782,703	
Excess or (Deficit)	52,874	52,874	-26,943	510,876	216,284	
Total exempt revenue		400,012	490,870	1,190,364	998,987	
Total unrelated revenue						
Total excludable revenue		1,002	938	401,993	117,558	
Total Assets		616,154	591,325	1,181,688	1,314,506	
Total Liabilities		2,238	4,352	83,839	373	
Net Fund Balances		613,916	586,973	1,097,849	1,314,133	

10447 Ellis County Childrens Advocacy

_*6594

FYE: 8/31/2021

Federal Statements

Schedule A, Part II, Line 1(e)

Description	Amount
GOVERNMENT GRANTS OR CONTRIBUTIONS	\$ 521,958
OTHER	224,829
TOTAL	<u>\$ 746,787</u>

Schedule A, Part II, Line 12 - Current year

Description	Amount
RENTAL INCOME	\$ 643
INSURANCE DIVIDENDS	951
TAXABLE INTEREST ON SAVINGS AND TEMPORARY CASH INVESTMENTS	6,510
NET INVESTMENT RETURN	109,454
ANNUAL FUNDRAISER	169,310
TOTAL	<u>\$ 286,868</u>

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ellis County Children's Advocacy Center		
	2 Business name/disregarded entity name, if different from above The Gingerbread House		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ 501c(3)		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 425 E. Ross St.		Requester's name and address (optional)	
6 City, state, and ZIP code Waxahachie, TX			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	5		2	7	9	6	5	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 12-8-22
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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: 12.21.2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet S. Martin and Cheryl Chambers

PHONE: 9728255122 FAX: 9728255124

DEPARTMENT OR ASSOCIATION: County Auditor and County Treasurer

ADDRESS: 101 W. Main

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2022 because of year end pricing

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Consider and approve the purchase of budget software. Brief presentation to be given in Court.

*

County Attorney Approval



Proposal For: Ellis County, TX
Gravity - Budget Book and Budget Planning Automation
December 5th, 2022

Table of Contents

01 About Gravity

02 Gravity's Application

03 Unique Features

04 Pricing

05 Our Service

06 Implementation process

About Gravity



IGM Technology helps organizations improve the efficiency, enhance the controls and increase the quality of their external reports, as well as automate other processes within the office of finance.

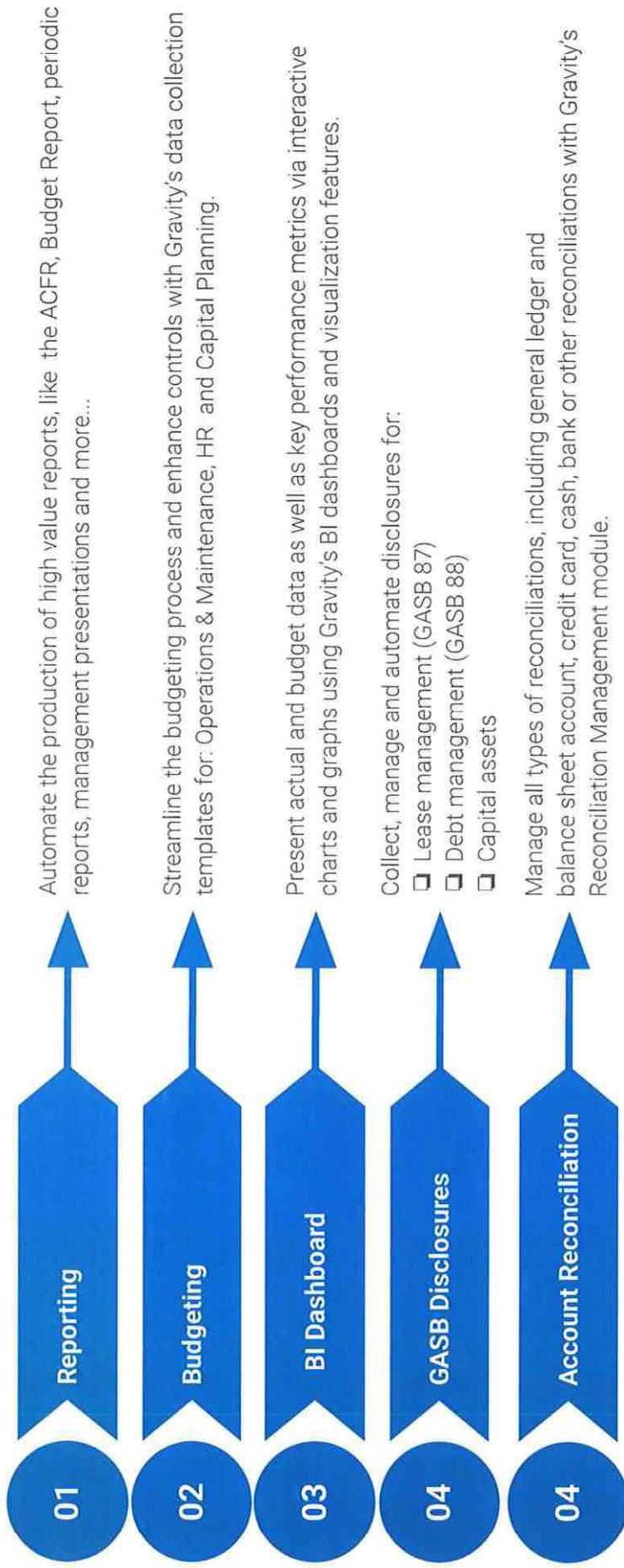
Numerous states, Cities, Counties, public schools, and governmental agencies trust Gravity to produce their high value documents, including the ACFR, Budget Report, monthly/quarterly reports, management presentations, and much more...

Gravity, our flagship software platform, is a 100% cloud-based, enterprise-scalable reporting and process automation solution that enables users to collaboratively merge enterprise data with narrative analysis in a controlled and auditable environment.

IGM Technology provides its customers with a comprehensive solution, including: state-of-the-art software, hands-on training, comprehensive implementation services, maintenance and ongoing support.

Gravity's Applications

Supporting key processes **within the Office of Finance**



Gravity's Superior Capabilities

The most advanced and comprehensive set of features on the market

Real-Time Data Linking

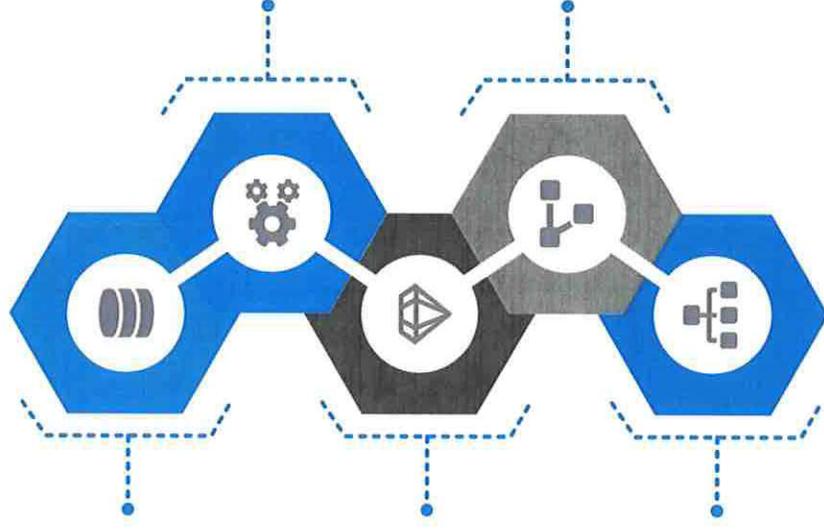
Link data from your financial system to information on your report and refresh the data as often as you like. All data, across the entire report is updated automatically and in real-time.

Exceptionally High Quality Reports

Highly formatted report output with exceptional design, and desktop publishing quality output. Light-years ahead of the competition!

Collaboration

Multiple users can work on the same section of the same report, at the same time. Collaborate with your peers in real-time, and work from any location: home, work, or anywhere.



Audit Trail

Easily view who made each change, when each change occurred and what was changed via Gravity's automatic audit trail. You can even revert back to a prior version, on-demand.

Workflow

Monitor the review, submission and approval process and control who has access to each section of the report, with Gravity's flexible workflow module.

Gravity Budgeting Automation

- Budget Book
- Monthly Report
- PDF Web Version
- PDF for Printing
- Open Data
- Presentation
- XBRL



Budget/Actual
From ERP

Departments



O&M



HR

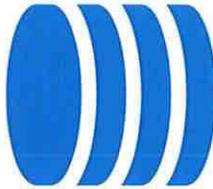


CIP



Gravity Analytics

Gravity
Data Model



What If Scenario

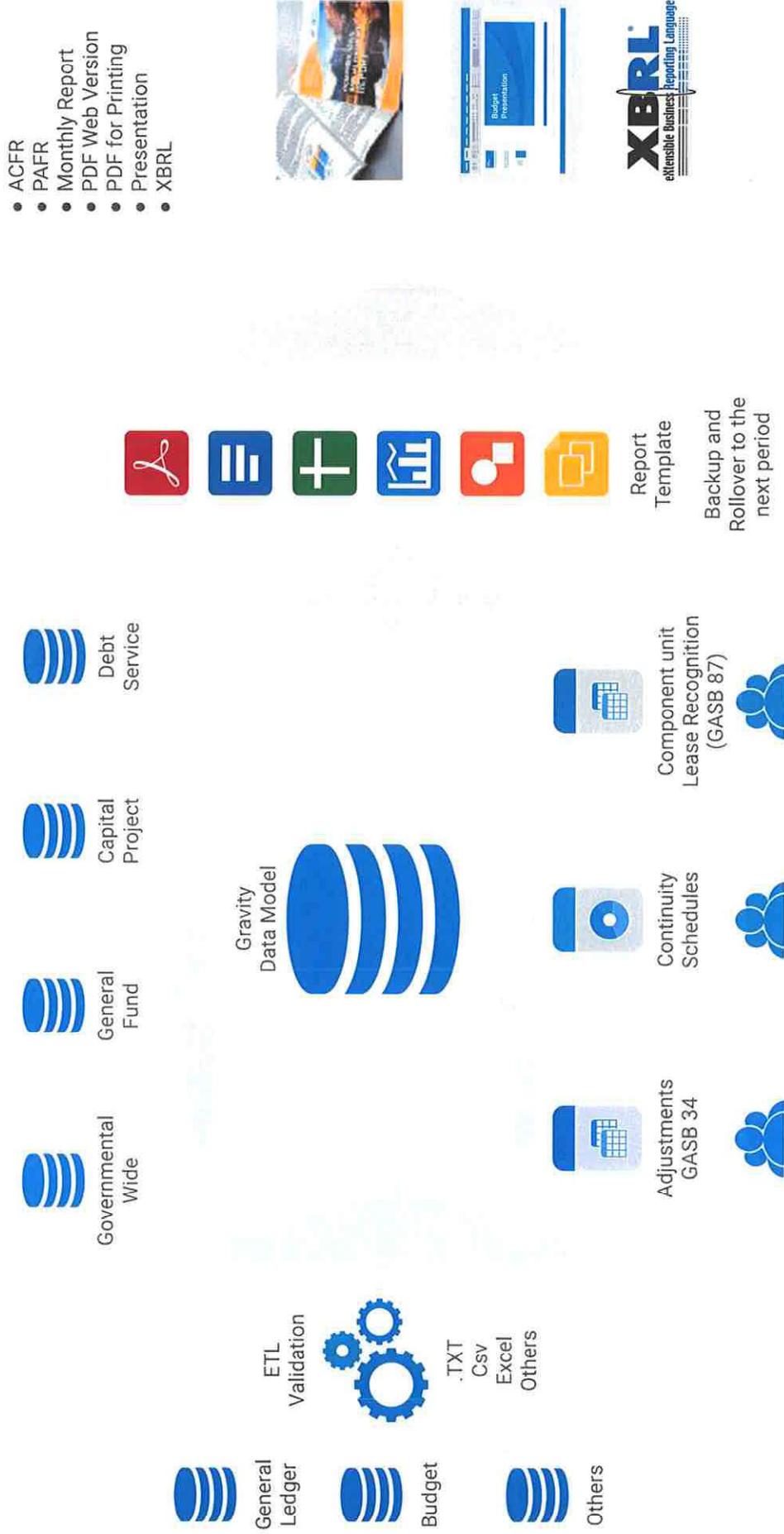


Report
Template

Backup and
Rollover to the
next period



Gravity ACFR Automation



- ACFR
- PAFR
- Monthly Report
- PDF Web Version
- PDF for Printing
- Presentation
- XBRL



Gravity Software Services - Annual Fee

Product	Qty	Sales Price	Total Price
ID 20: Gravity - Base Platform, includes 2 Named Users (access for 1 year).	1	\$12,000	\$12,000
ID 21: Gravity - Budget Book, includes 4 Named Users (access for 1 year)	1	\$6,000	\$6,000
ID 24: Gravity - Budget Planning, includes 4 Named Users (access for 1 year)	1	\$6,000	\$6,000
Total			\$24,000

All figures in USD.
 Service Fees for the first year are payable net 30 days
 after the agreement effective date.

Proposal valid until December 31st, 2022

Gravity Implementation Services - One Time Fee

Product	Qty	Sales Price	Total Price
ID 81: Budget Book Implementation Services (one-time fee)	1	\$12,500	\$12,500
ID 46: Budget Planning Implementation Services (one-time fee)	1	\$12,500	\$12,500
Total			\$25,000
End of Year Promotion			(\$15,000)
Grand Total			\$10,000

All figures in USD.
 Implementation Fees for the first year are payable net
 30 days after the agreement effective date.

Proposal valid until December 31st, 2022

Our Services

The most advanced and comprehensive set of features of any solution on the market



Proven Implementation Methodology

IGM's proven implementation methodology is backed by extensive real-world experience. With hundreds of financial reporting implementations, across all types of governmental organizations, IGM ensures that each and every Gravity implementation is successful.



Comprehensive Training - at no charge

Of course, Gravity training is included with each implementation project. However, our clients are also able to request additional training on any feature(s) within Gravity, at any time.



Experienced Teams

IGM's implementation services team is composed of project managers, accountants, designers and trainers. Our team focuses exclusively on deploying Gravity to satisfy a wide variety of financial reporting use cases, including CAFR, Budget Books, and much more.



GASB Expertise

IGM has been deploying financial reporting solutions to governmental entities for many years. Our software development team and implementation specialists ensure that Gravity is able to fully support GASB even as the GASB requirements change over time.



24/7 Support

IGM provides 24/7 support, 365 days per year. Our clients are able to get the support that they need, on-demand, at any time and from any location. IGM prides itself on its extremely fast response time and on our ability to resolve our clients' issues quickly and effectively.



ADA Compliant

Gravity makes it easy to produce documents that are 100% ADA Compliant. Customers looking to produce ADA Compliant report output should speak with their Account Manager to discuss IGM's ADA Compliant services offering.

Gravity Implementation Process

A proven process to implement Gravity for financial reporting at governmental organizations

- 01 Project Planning**

A series of kickoff meetings between IGM and your team to define the implementation schedule, roles & responsibilities of the team members, and reporting processes for the project.
- 02 Technical Setup**

IGM would configure the cloud environment for this project and setup access rights for your users. Our specialists will ensure that everything is working smoothly and effectively.
- 03 Report Configuration**

With the guidance of your content experts, we will load data from your source system(s) and map out & link all of the report data to the appropriate charts, statements and narrative text. We would then jointly validate the data.
- 04 Styles & Layout**

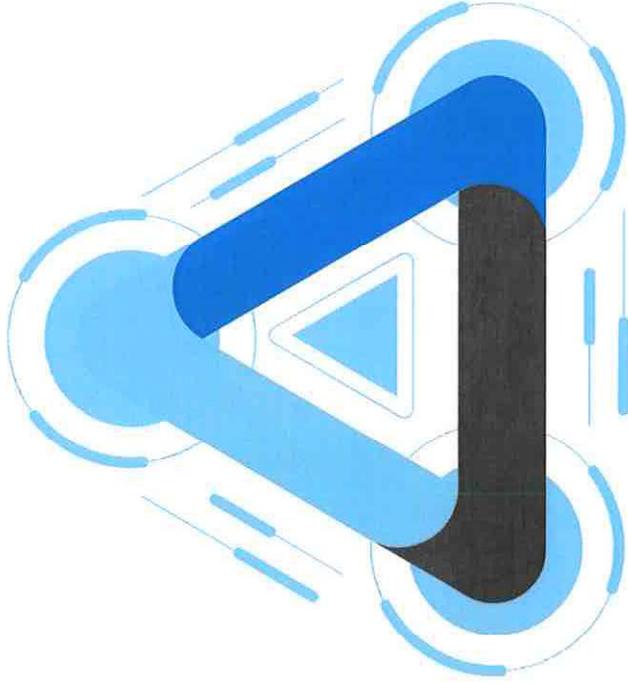
Leveraging Gravity's extensive style gallery, your team would select the desired styles & layouts for the report. IGM would then apply these styles across the entire report, on your behalf.
- 05 User Training**

Once the report framework and graphic design are completed, IGM would provide a series of training sessions for your team focused on report maintenance and upkeep.
- 06 Go Live**

IGM ensures a seamless and easy transition so that your team can begin using the report as quickly as possible. Of course, your team can always reach out to IGM Support if you require assistance, at any time.
- 07 Professional Services**

After the initial implementation of Gravity has been completed, IGM continues to offer comprehensive support from 6 am - 8 pm (EST) so that our customers can get their questions answered in a timely fashion. This support is provided by IGM to our client at NO additional charge. Clients also get one refresher training session in year two at no additional cost.
- 08 Extended Professional Services**

In years 2 and beyond, some of our clients also request that IGM provide hands-on assistance in preparing and/or formatting Gravity reports. To satisfy these requests, IGM offers its clients on-going professional services, as required. Contact your IGM Account Manager to get a fixed price quote for next year's report(s) or inquiry about our hourly billing plans, so that IGM can provide hands-on assistance in preparing and/or formatting your report in years 2 and beyond.



We Are Committed To Customer Satisfaction

Contact us

Brian Arscott

DL: (905)-244-5559

ML: 1-(800)-419-1459

IGM TECHNOLOGY CORP,
TORONTO, CANADA

barscott@igm.technology

SaaS Services Agreement



Cloud Based Financial
Close Management

Customer:	Ellis County, TX	Contact:	Janet Martin
Address:	101 W. Main Street Waxahachie, TX 75165	Title:	County Auditor
E-Mail:	janet.martin@co.ellis.tx.us	Phone:	(972) 825-05122

Services:

Access to Gravity (the "Service(s)") for one year starting the commencement date of the contract.

Annual Service Fees – Year 1:

The Customer has the right to identify up to 10 Named Users to have Access to Gravity. The Service Capacity includes:

Item #	Service	Number of Users	Fee (USD)
20	Gravity Base Platform	2	\$12,000
21	Gravity Budget Book module <ul style="list-style-type: none">Proposed budget bookAdopted budget book	4	\$6,000
24	Gravity Budgeting Planning module <ul style="list-style-type: none">Revenues and operational expensesPersonnel costs BudgetingCapital Improvements Projects	4	\$6,000
Sub-Total			\$24,000
Total Service Fees – 12 months		10	\$24,000

Service Fees for the first year are payable net 30 days after the Effective Date of this agreement.

Renewals

If the Customer chooses to renew its subscription to Gravity for additional years with the same Service Capacity, then the Service Fees for the following years will be:

Year	Annual Services Fee (USD)
Year 2	\$25,200
Year 3	\$26,460

Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement. In subsequent years, Service Fees are payable net 30 days after the renewal date.

Implementation Services:

Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee:

(one-time fee):

Item #	Service	Number of Users	Fee (USD)
81	Gravity Budget Book module <ul style="list-style-type: none"> Proposed budget book Adopted budget book 		\$12,500
46	Gravity Budgeting Planning module <ul style="list-style-type: none"> Revenues and operational expenses Personnel costs Budgeting Capital Improvements Projects 		\$12,500
Sub -Total			\$25,000
End of Year Discount			(\$15,000)
Total Service Fees – 12 months			\$10,000

Implementation fees are payable net 30 days after the Effective Date of this agreement.

This SaaS Services Agreement ("Agreement") is entered into on this _____ day of _____, 2022 (the "Effective Date") between **IGM Technology Corp.** with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:**Ellis County, TX:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.
- 2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

- 5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Texas without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

The Company will provide the following services and comprehensive training:

- Gravity - Implementation Services for Budget Book automation
 - IGM Consulting Services in setting up and using Gravity to produce the next Proposed/Adopted Budget Books
 - Gravity - Implementation Services for Budget Planning Templates
 - IGM Consulting Services in setting up budget data management templates:
 1. Revenues and Operational Expenses
 2. Human Resources
 3. Capital Improvement Projects
-

These Implementation Services will be provided to the Customer within six months of the Effective Date. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate.

EXHIBIT C

Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM's customer support line or emailing support@igm.technology

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: 12.06.2022 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: 12.13.2022

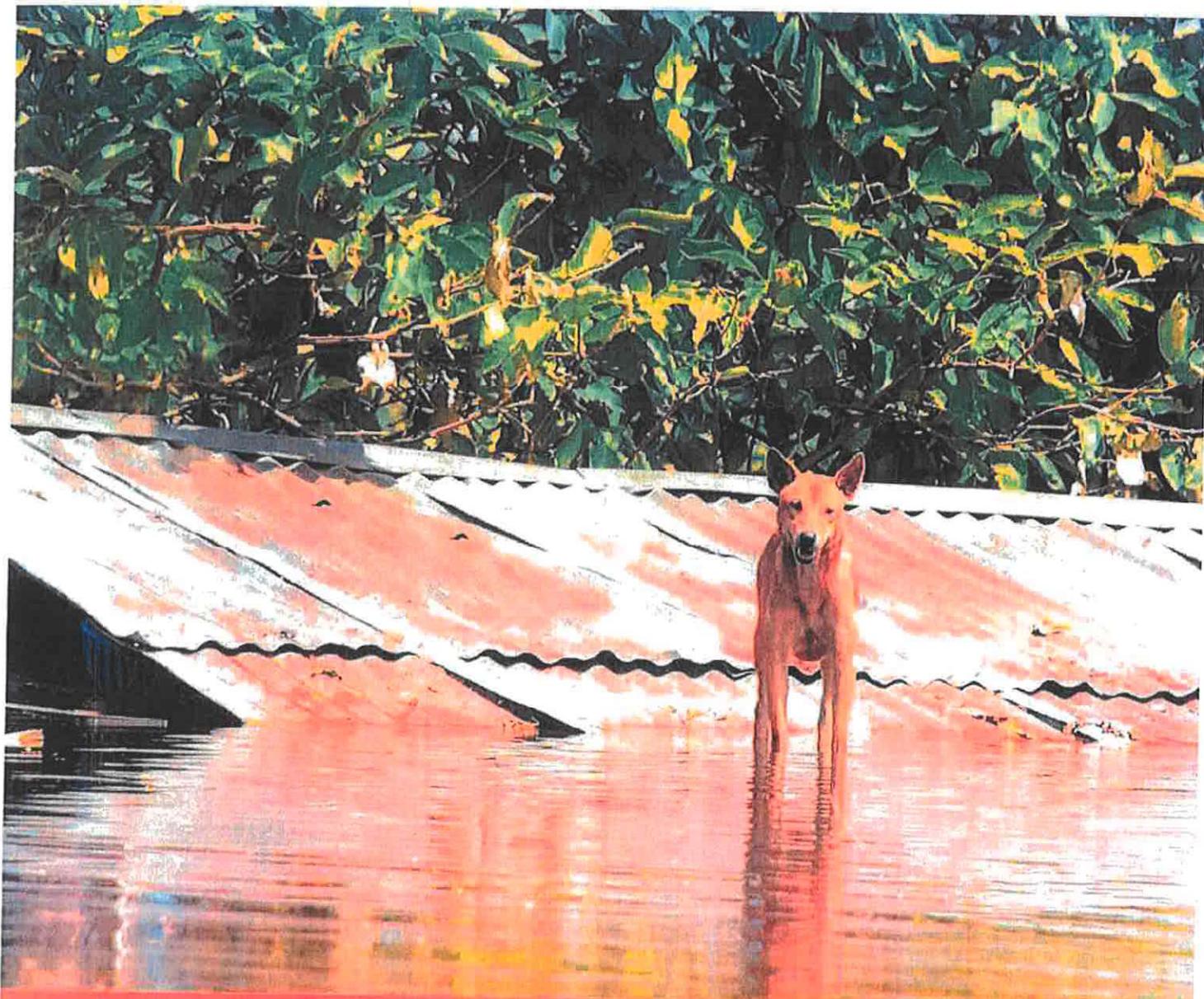
DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval to accept the donation of an AKC Pet Disaster Relief Unit/Trailer from AKC Reunite to Ellis County Emergency Office of Emergency Management. This Pet Disaster Relief unit is a trailer outfitted with crucial supplies needed to set-up safe sheltering options for its citizens' pets during an evacuation and has an estimated value of \$22,000.00.

SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR 12.14.2022

*

County Attorney Approval



The need is real.
THE TIME IS NOW.

AKC PET DISASTER RELIEF



LET'S HELP OUR PETS



If a potentially catastrophic storm is approaching or there is a hazmat emergency, pet owners will be asked to leave their homes with little or no notice. Split-second decisions are made on what is most important to take with them: maybe their photos, but definitely their family and pets.



Or without warning, a tornado, earthquake or explosion happens. The animals seen wandering and lost after disasters are not strays or abandoned, they are our pets. They are lost, scared, possibly injured and in need of help.



Regardless of the size or budget of a community, the law now requires our local municipalities to care for their citizens and their pets in the event of a disaster.

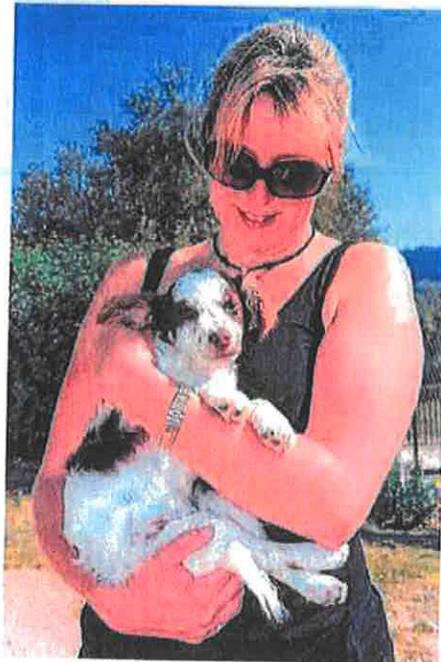
LET'S DO THIS TOGETHER

Together, we can give AKC Pet Disaster Relief units to local Emergency Management organizations — enabling them to provide shelter for animals during disasters. The trailers are stocked with essential, nonperishable necessities for sheltering pets.

The supplies in each trailer can be used to create a safe, temporary home-base for animals displaced because of a disaster.

A shelter that houses both humans and their animal companions. The people housed at the shelter are responsible for their animal's general care.

Displaced animals are housed in what often becomes a pop-up reunion center as people and animals are reunited. Approved volunteers and shelter staff provide animal care.



"I'm relieved, I don't care about the house, I don't care about anything else now. We're okay. We're all alive. We have our family, our dog, we're going to be okay."

LET'S MAKE A DIFFERENCE

AKC Pet Disaster Relief is designed to help Emergency Management prepare for the worst and will:

- Enable you to provide animal care services during the critical hours following a federal disaster declaration... the time before FEMA support and services are deployed.
- Put an end to the post-disaster tragedies that often affect very normal families, such as: putting themselves in harm's way to save a beloved pet, or even losing a family pet during a disaster.
- Allow your Emergency Management organizations to be reimbursed up to 75 percent by the federal government for expenses incurred when caring for pets during and following a disaster.



LET'S ROLL OUT HELP

AKC Pet Disaster Relief is already making a difference. These trailers have been used to assist with apartment fire evacuations, California wild fires, flooding in North Carolina and numerous disaster preparedness/FEMA training exercises.



"I would have taken the chance with whatever happened and stayed at home with my pets before I would go to a shelter and leave them."



Whole Community Disaster Response

The PETS Act, working in tandem with other legislation, puts municipalities at the forefront of disaster planning and mitigation. The laws require that state and local emergency preparedness plans address the needs of people with household pets and service animals following a major disaster or emergency.

Now is the time to ensure local Emergency Management organizations have the plans in place to protect every member of our communities.

To learn more about AKC Pet Disaster Relief, please visit: www.akcreunite.org/relief

To learn more about the Whole Community concept and requirements, please visit: www.fema.gov/whole-community

To be a part of this effort, please call:
919-816-3980



8051 Arco Corporate Drive, Suite 200
Raleigh, NC 27617
919-816-3980 Fax 919-816-3828
www.akcreunite.org/relief
relief@akcreunite.org



AKC Reunite, working in conjunction with AKC clubs, is raising funds to help supply stocked mobile AKC Pet Disaster Relief trailers that deliver essential, nonperishable necessities for sheltering pets when and where needed to local emergency management. The trailers provide animal care services during the first critical hours following a disaster, before FEMA support and services can be deployed.

"It's imperative to find a solution for safe, effective pet sheltering in times of disaster. AKC Pet Disaster Relief provides that solution for local emergency management agencies, which are required by federal law to provide for the safety of the people and pets in their communities," said Tom Sharp, AKC Reunite CEO. "We look forward to working with AKC clubs around the country to raise funds for these trailers and help them present them to local officials."

AKC Reunite asks AKC clubs and local groups to raise funds for the trailers. Additionally, AKC Reunite has pledged \$250,000 over the next two years to assist with funding.

Clubs are encouraged to promote AKC Pet Disaster Relief to both club members and individuals and organizations within the local community to raise funds to source the trailer. [Clubs](#) can team up with other area AKC clubs to raise trailer funds together. Approved organizations that raise a minimum of \$1,000 will have their logo featured on the AKC Pet Disaster Relief trailer.

Donations are tax deductible and accepted [online](#) or via the [AKC Pet Disaster Relief Donation Form](#).

Trailers like these were used in AKC Reunite's home state of North Carolina during Hurricane Isabel. Visit the NC State Animal Response Team [website](#) to watch how a trailer helped create a local shelter in "View SART in Action."

Funds will purchase the following trailer:

The AKC Pet Disaster Relief trailer is stocked with essential supplies to create a safe, temporary home-base for at least 50 displaced animals directly after a disaster is declared. The trailer has lighting and is wired for electricity, to run off either a generator or 110v power supply. Typical trailer contents include:

- Administrative Supplies: Log books, volunteer registration forms, wrist/collar bands, check-in materials
- Maintenance Equipment: Batteries, gas can, duct tape
- Animal Care Items: Crates packed on rolling dollies for easy set-up, cat carriers, litter, [microchips and scanner](#), bowls, collars and leashes
- Equipment: Fans, generator, lighting, hose
- Cleaning Supplies: Mop, trash can, tarps, litter boxes, disinfectants
- Access to [Training Materials](#): Turnkey implementation of co-located shelters and pop-up reunion centers, volunteer mobilization, decontamination and replenishment

Learn more about how to get involved in AKC Pet Disaster Relief at www.akcreunite.org/relief or contact us at 919-816-3980 and relief@akcreunite.org.

Brian Davis

From: Rebecca Lundberg <rebecca.lundberg@co.ellis.tx.us>
Sent: Wednesday, September 1, 2021 2:09 PM
To: Janet Martin; Samantha Pickett
Cc: Staci Parr; Ralph Mulvany; Brian.Davis@co.ellis.tx.us
Subject: RE: Animal/Pet Shelter Trailer for Ellis County

Samantha,

I agree with Janet. If the County receives the grant, then the court can vote to accept the donation at that time. As mentioned by Janet, the proper financial documentation is definitely important to record for IRS reporting and budgetary reasons.

Good work on this project. The trailer looks like a great opportunity.

RLL

Rebecca Lundberg
Assistant County and District Attorney
Ellis County Courts Building
109 South Jackson
Waxahachie, TX 75165
(972) 825-5035; (972) 825-5231 (fax)

NOTICE: This e-mail message, as well as any attachment, is the property of Ellis County, Texas, and contains information that is confidential and/or privileged, or may contain attorney work product. This information is intended only for the use of the addressee named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. Do not forward this e-mail to any person without the express consent of the writer. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, without disclosing the contents, and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

From: Janet Martin <janet.martin@co.ellis.tx.us>
Sent: Wednesday, September 1, 2021 11:22 AM
To: Samantha Pickett <samantha.pickett@co.ellis.tx.us>; Rebecca Lundberg <rebecca.lundberg@co.ellis.tx.us>
Cc: Staci Parr <staci.parr@co.ellis.tx.us>; Ralph Mulvany <ralph.mulvany@co.ellis.tx.us>; Brian.Davis@co.ellis.tx.us
Subject: RE: Animal/Pet Shelter Trailer for Ellis County

Samantha,

You do not need permission to seek the donation just for Court to accept the trailer. An approximate market value should be presented for the trailer and the cost, if any, of ongoing maintenance.

Janet

From: Samantha Pickett <samantha.pickett@co.ellis.tx.us>
Sent: Wednesday, September 1, 2021 11:04 AM
To: Janet Martin <janet.martin@co.ellis.tx.us>; Rebecca Lundberg <rebecca.lundberg@co.ellis.tx.us>
Cc: Staci Parr <staci.parr@co.ellis.tx.us>; Ralph Mulvany <ralph.mulvany@co.ellis.tx.us>; Brian.Davis@co.ellis.tx.us
Subject: FW: Animal/Pet Shelter Trailer for Ellis County

Good morning Janet and Rebecca,

Our office is working on obtaining a donation of a Pet Disaster Relief Trailer from the American Kennel Club (AKC). This is the agency that donated one to the Tri-City Animal Shelter that serves Cedar Hill, DeSoto and Duncanville for Dallas County. In order to be considered to receive the donation of the AKC trailer, we have to complete a grant application.

I understand we will have to go to court to receive the donation of the trailer. My question to the both of you, do we need to go to Commissioners' Court to request and seek approval to apply for the AKC Disaster Relief donation grant?

Thank you,
Samantha Pickett
Emergency Management Coordinator
Ellis County Emergency Management
The Historic Courthouse
101 W. Main St., Ste B105
Waxahachie, TX 75165
Office- (972)825-5199
Cell- (469)285-3663
Fax- (972) 825-5551
Samantha.Pickett@co.ellis.tx.us



From: Tonya Hunter <Tonya.Hunter@Midlothian.tx.us>
Sent: Wednesday, August 11, 2021 11:40 AM
To: 'Samantha Pickett' <samantha.pickett@co.ellis.tx.us>
Subject: RE: Animal/Pet Shelter Trailer for Ellis County

Hi Samantha,

It's been too long now. Here is the contact information from the website: www.akcreunite.org/relief or contact us at 919-816-3980 and relief@akcreunite.org.

Tonya Hunter, CEM, TEM
Emergency Management Coordinator
City of Midlothian
Midlothian Police Department
1150 N Highway 67
Midlothian, Texas 76065
Office: 972-775-7621

Cell: 972-523-8691
Email: tonya.hunter@midlothian.tx.us
Call Sign: KESIJC

From: Samantha Pickett <samantha.pickett@co.ellis.tx.us>
Sent: Wednesday, August 11, 2021 11:30 AM
To: Tonya Hunter <Tonya.Hunter@Midlothian.tx.us>; Ralph Mulvany <ralph.mulvany@co.ellis.tx.us>; Davis, Brian <brian.davis@co.ellis.tx.us>
Subject: [External Email] RE: Animal/Pet Shelter Trailer for Ellis County

Hey Tonya,

Do you have the contact information for the representative that donated to the Tri-City Animal Shelter?

Thank you,
Samantha Pickett
Emergency Management Coordinator
Ellis County Emergency Management
The Historic Courthouse
101 W. Main St., Ste B105
Waxahachie, TX 75165
Office- (972)825-5199
Cell- (469)285-3663
Fax- (972) 825-5551
Samantha.Pickett@co.ellis.tx.us



From: Tonya Hunter <Tonya.Hunter@Midlothian.tx.us>
Sent: Wednesday, August 11, 2021 9:16 AM
To: 'Samantha Pickett' <samantha.pickett@co.ellis.tx.us>; Ralph Mulvany <ralph.mulvany@co.ellis.tx.us>; Davis, Brian <brian.davis@co.ellis.tx.us> <brian.davis@co.ellis.tx.us>
Subject: Animal/Pet Shelter Trailer for Ellis County
Importance: High

Hi Samantha, Ralph, and Brian,
Since we are currently updating our Animal Response Plan for Ellis County, I wanted to see if there is an interest in Ellis County contacting AKC Unite to inquire if there could be a animal/pet sheltering trailer, equipment and supplies to support pet/animal sheltering in Ellis County? This could be operated by partner agencies within Ellis County like the SPCA of Texas and Animal Control agencies within Ellis County. This is the agency that donated one to the Tri-City Animal Shelter that serves Cedar Hill, DeSoto and Duncanville for Dallas County. If not, maybe we can identify a trailer and have agencies and partners donate items to create a pet sheltering capability with crates, kennels, leashes, bowls, microchipping, forms, portable generator, lighting, etc? Just some thoughts. Please let me know how I can help.



With the ever-increasing number of floods, hurricanes, tornadoes, earthquakes and wildfires, [AKC Reunite](#) is helping communities across the nation prepare by mobilizing [AKC Pet Disaster Relief](#).

AKC Reunite, working in conjunction with [AKC](#) clubs, is raising funds to help supply stocked mobile AKC Pet Disaster Relief trailers that deliver essential, nonperishable necessities for sheltering pets when and where needed to local emergency management. The trailers provide animal care services during the first critical hours following a disaster, before FEMA support and services can be deployed.

"It's imperative to find a solution for safe, effective pet sheltering in times of disaster. AKC Pet Disaster Relief provides that solution for local emergency management agencies, which are required by federal law to provide for the safety of the people and pets in their communities," said Tom Sharp, AKC Reunite CEO. "We look forward to working with AKC clubs around the country to raise funds for these trailers and help them present them to local officials."

AKC Reunite asks AKC clubs and local groups to raise funds for the trailers. Additionally, AKC Reunite has pledged \$250,000 over the next two years to assist with funding.

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lighting and is wired for electricity, to run off either a generator or 110v power supply. Typical trailer contents include:

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- Access to [Training Materials](#): Turnkey implementation of co-located shelters and pop-up reunion centers, volunteer mobilization, decontamination and replenishment

Learn more about how to get involved in AKC Pet Disaster Relief at www.akcreunite.org/relief or contact us at 919-816-3980 and relief@akcreunite.org.

Categories: [Pet Disaster](#), [Relief](#), [Trailers](#)

Tonya Hunter, CEM, TEM
Emergency Management Coordinator
City of Midlothian
Midlothian Police Department
1150 N Highway 67
Midlothian, Texas 76065
Office: 972-775-7621
Cell: 972-523-8691
Email: tonya.hunter@midlothian.tx.us
Call Sign: KE5IJC

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CANINE SUPPORT AND RELIEF FUND AKC PET DISASTER RELIEF GRANT GUIDELINES AND APPLICATION

AKC PET DISASTER RELIEF

AKC Reunite, through its Canine Support and Relief Fund, coordinates contributions and funds to donate AKC Pet Disaster Relief Units ("Units") to qualified organizations and government units and instrumentalities. These Units are intended to be used to provide co-location for the pets and service animals of people evacuating emergency situations, in accordance with the federal PETS Act of 2006. Each Unit comprises a 16 ft. x 7 ft. two-axle trailer with many of the materials necessary to set up an emergency shelter for fifty or more pets and service animals.

APPLICATION OVERVIEW:

- Applicant must be a 501(c)(3) tax-exempt organization whose mission includes animal-related disaster relief activities, directly related to companion animals and service animals, in accordance with the federal PETS Act of 2006. Alternatively, applicant may be a government unit or instrumentality.
- Applicant must work with an American Kennel Club ("AKC") member or licensed club(s) to raise funds for the Unit.
- The current typical cost of each Unit is approximately \$22,000. Once the sponsoring Local AKC club(s) have raised at least \$12,000, AKC Reunite will allocate and supplement the additional funding to fully fund the trailer using National donations from AKC Parent Clubs and its own funding. These amounts are subject to change. If your Club or group of Clubs wants exclusive sponsorship of the trailer, a donation of \$19,500 is required. All trailers are delivered with AKC Reunite logos and the AKC Pet Disaster Relief masthead. Club and other logos will be featured for funding of \$1,000 or greater toward a trailer according to the logo schedule.
- After sufficient funds for the purchase of the Unit have been raised, the application has been approved, and AKC Reunite and the recipient organization have entered into an AKC Pet Disaster Relief Unit Agreement, arrangements will be made to order and deliver a Unit to the recipient organization.

Applications for funding are considered without regard to race, gender, disability, religion, ethnicity, age or sexual orientation.

APPLICATION INSTRUCTIONS:

- Applications must be in writing on the designated form or in the approximate format provided. Do not remove or omit any of the application's questions. If a question is not applicable to your organization, please answer with N/A.

- To apply, submit the following application in a hard-copy format (Sections A, B, C and D) Emailed versions are acceptable in portable document format (PDF) form only. Do not fax the grant application.
- Retain one copy of the application for your records. Multiple copies, videotapes or other attachments will not be accepted.
- Do not bind the application with staples or folders or put into binders, as we must be able to separate and copy the application. Paper clips and binder clips are permitted.
- You will be contacted by telephone or email if there are any discrepancies or concerns regarding the application.
- Recipients will receive a Grant Follow Up Form which must be completed and returned in accordance with the AKC Pet Disaster Relief Unit Agreement.

Applications can be sent to:

**Megan Ault – Grant Administrator
AKC Reunite
8051 Arco Corporate Drive, Suite 200
Raleigh, NC 27617**

Megan.ault@akcreunite.org phone: 919-816-3642

OTHER REQUIREMENTS

1. Applicant must be a 501(c)(3) tax-exempt organization whose mission includes animal-related disaster relief activities, directly related to companion animals and service animals, in accordance with the federal PETS Act of 2006. Alternatively, an applicant may be a government unit or instrumentality.
2. Applicant must be ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to natural or man-made emergencies or disasters.
3. An AKC member or licensed club must sponsor the application and raise funds to be complemented by funds from AKC Reunite for purposes of purchasing the Unit.
4. Recipient organization must sign the AKC Pet Disaster Relief Unit Agreement prior to receiving the Unit.
5. Recipient organization will take full title, responsibility and liability for the Unit.
6. Recipient organization will securely store the Unit and its contents.
7. Recipient organization must have access to a vehicle capable of transporting the Unit. The typical Unit is a 16ft x 7ft two-axle trailer with up to 10,000 lb GVW. Truck should be at least ¾ ton with electric brakes and 10,000 lb pound hitch.
8. Recipient organization must maintain and display the logos on the Unit as delivered. Each Unit may include the logos of AKC, AKC Reunite, AKC member and licensed club(s) donating at least \$1,000 for the purchase of the Unit, and other organizations donating at least \$1,000 for the purchase of the Unit, in all cases, in the sole discretion of AKC. No additional logos may be displayed on the Unit unless agreed by AKC in its sole discretion.
9. Recipient organization must pledge to display the Unit at least two times per year within the community, in cooperation with the sponsoring AKC member and licensed club(s), unless the Unit has been recently deployed in a declared emergency. The display should be at a community event such as the local AKC dog show, AKC Responsible Pet Ownership Day event, county or state fair, holiday parade, etc.

10. Recipient will be responsible for replenishment of supplies after deployment and use.
11. Recipient will be responsible for carrying necessary insurance for the storage and use of the Unit and equipment.



CANINE SUPPORT AND RELIEF FUND
AKC PET DISASTER RELIEF
GRANT APPLICATION

Please type or print clearly using blue or black ink. Please complete all sections. If a section is not applicable to your organization, answer with N/A.

Section A: GENERAL INFORMATION

1. Date of Application: 09/01/2021
2. Official Name of Organization: Ellis County Office of Emergency Management
3. Organization Mailing Address:
101 W. Main Street Suite 105
Waxahachie, Tx 75165
Web Site: www.co.ellis.tx.us
Email: Brian.Davis@co.ellis.tx.us Phone Number: (972) 825-5199
4. Name of Executive Director / Leader: Samantha Pickett
Mailing Address:
101 W. Main Street Suite 105
Waxahachie, Tx 75165
Email: Samantha.Pickett@co.ellis.tx.us Phone Number: (972) 825-5199
5. Primary Grant Application Contact Person (if other than Executive Director):
Name: Brian Davis Title: Emergency Management Specialist
Mailing Address:
101 W. Main Street Suite 105
Waxahachie, Tx 75165
Email: Brian.Davis@co.ellis.tx.us Phone Number: (972) 825-5199
6. Your organization's Federal Tax ID# (EIN): 1-75-6000 935-3

7. Your organization's tax-exempt status: County Government

8. Is your organization the subject of material litigation or an investigation that could have a material adverse effect on your organization or your organization's financial status? If so, please explain. No

9. Sponsoring AKC Club(s):

10. Primary Club Grant Contact:

Mailing Address:

Email: _____ Phone Number: _____

11. Does your organization have an affiliation with an American Kennel Club employee, board member or member or licensed club? If so, please explain. No

12. Has your organization received any previous support from The American Kennel Club or AKC Reunite? List the specific year(s) and please explain. No

13. Date of organization's inception: December 20, 1849

14. Territory or area served: Ellis County, 952 square miles, is composed of 15 cities, 7 towns, and several unincorporated areas.

Section B: ORGANIZATION AND PROGRAM DESCRIPTION

Please provide the following information regarding your organization. You may use an additional sheet of paper if necessary, but please note that concise answers are appreciated.

1. Please provide a description of your organization, including a statement of programs and recent activities: Ellis County is comprised of 15 cities, 7 towns, and several unincorporated areas located within 952 square miles. The county has several responsibilities that are defined by the Texas Constitution to include: building and maintaining roads, constructing and operating jails and providing law enforcement.
 2. What are your organization's goals, purpose and mission statement? Ellis County's Office of Emergency Management strives to provide proactive emergency management for our citizens, employees, and visitors that enhances their safety before, during, and following a disaster, minimizes property loss, damages and economic hardship, and facilitates the return to normalcy both in the short term and long term. We will accomplish this by focusing on the five core components of a comprehensive emergency management program.
 3. Please describe other pet-related disaster relief activities and efforts in your community of which your organization is aware. If any exist, do you intend to use the Unit in collaboration with those efforts, and if so, how? Ellis County OEM has partnered with the Texas A&M Veterinary Emergency Team to form a comprehensive Animal Sheltering Plan during a disaster. This plan has fostered relationships with the local Youth Expo Center and the Midlothian FFA program. This unit will help us showcase the efforts we are putting forth to protect the animal population.
 4. Describe generally the level of training your staff/volunteers have with respect to pet emergency/disaster relief. Are your staff/volunteers FEMA certified for deployment in emergency situations? If so, at what levels? Our OEM has various levels of ICS training. We have partnered with our local animal control agencies and SPCA to help with handling and care of animals during a disaster.
 5. Briefly describe the chain of command and who gives/receives deployment orders in your area. Chain of command starts with the County Judge for Ellis County. The County Judge appointed the Emergency Management Coordinator to serve as the assistant emergency management director to manage and supervise responsibilities associated with mitigation, preparedness, response, and recovery for all hazards.
 6. What arrangements have you made for secure storage of the Unit and its contents? If so, where will the Unit be stored? The Unit will be housed in a secure area at our County Jail. The jail has a fenced-in covered Sally port with parking spaces. Our secondary location is at the SPCA shelter.
 7. Do you have access to a vehicle that is capable of transporting the Unit (3/4 ton or better truck with electric brakes and 10,000 lb. hitch)? Yes, Ellis County has a number of vehicles capable of meeting this need.
- * This trailer would help close a gap in providing crates/kennels to help shelter pets. Ellis County estimates, in a no notice disaster, that 352 dogs may need to be sheltered at one time. A recent survey only shows 32 portable kennels available for use at local animal shelters.

Section C: CERTIFICATION

All of the statements I have made in this application are true and accurate. I have reviewed the AKC Pet Disaster Relief Unit Agreement and will sign the AKC Pet Disaster Relief Unit Agreement prior to our organization receiving the Unit.

Signature: 

Name: Samantha Pickett

Title: Emergency Management Coordinator

Organization: Ellis County

Date: 9/1/2021

Section D: ATTACHMENTS

Please include the following documentation with your application:

- € Completed W-9
- € A list of the Members of the Board of Directors or similar governing body, contact phone numbers and their business affiliations.
- € Proof of 501(c)(3) status, if applicable.

THIS PERMIT IS NOT TRANSFERABLE, AND THIS SIDE MUST BE PROMINENTLY DISPLAYED IN YOUR PLACE OF BUSINESS.

Merchants DO NOT accept a copy of this permit in place of a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

COUNTY OF ELLIS

COUNTY GOVERNMENT
COURTHOUSE
WAXAHACHIE

TX 75165

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

Type of permit	SALES AND USE TAX
Taxpayer number	1-75-6000935-3
Outlet number	00001
Fiscal business date	09/01/1961

SIC CODE: 9111

DESCRIPTION ON NEXT LINE:

Executive Offices

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: WAXAHACHIE

EFF: 04/01/1968

Carole Keeton Rylander

CAROLE KEETON RYLANDER
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5655, toll free, nationwide. The Austin number is 512/463-4800. If you are calling from a Telecommunications Device for the Deaf (TDD), the toll free number is 1-800-248-4099 or in Austin, 512/463-4021

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ellis County

2 Business name/disregarded entity name, if different from above
Ellis County

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see Instructions) ▶ _____ **County Government**

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
 Exempt payee code (if any) 3
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See Instructions.
101 W. Main Street

6 City, state, and ZIP code
Waxahachie, TX 75165

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

7	5	-	6	0	0	0	9	3	5
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here Signature of U.S. person ▶ E. J. R. Purchasing Agent Date ▶ 4/2/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

- Form 1099-INT (interest earned or paid)

Contact List

Ellis County Office of Emergency Management

101 W. Main Street

Suite B105

Waxahachie, Texas 75165

972-825-5199

Samantha Pickett, Emergency Management Coordinator – 972-825-5193

Brian Davis, Emergency Management Specialist – 972-825-5603

Ralph Mulvany, Emergency Management Planner – 972-825-5407

AKC PET DISASTER RELIEF UNIT AGREEMENT

This Agreement (the "Agreement") is entered into as of [10/25/2022], by and between American Kennel Club Companion Animal Recovery Corporation, d/b/a AKC Reunite ("AKC Reunite"), and The Ellis County Office of Emergency Management, ("Recipient"). AKC REUNITE and Recipient are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

AKC REUNITE is pleased to approve a grant in kind (the "Grant") to Recipient in the form of a trailer and supplies, collectively referred to as an AKC Pet Disaster Relief Unit ("PDRU"), for the protection and support of displaced pets and service animals in the event of a natural or man-made emergency or disaster (an "Emergency"). The Parties acknowledge that Recipient has not raised any funds, but local American Kennel Club ("AKC") member or licensed club(s) (such club(s), the "Sponsoring Club(s)") have raised funds in an amount equal to a portion of the total cost of the PDRU. The Local Funds have been donated to AKC REUNITE. The Grant is made subject to the terms and conditions set forth in this Agreement.

As a condition of the Grant, the Parties agree as follows:

1. Duties and Responsibilities of Grant Recipient.

- 1.1. Use of PDRU.** Subject to Section 1.6 below, Recipient agrees to use the PDRU solely for the purposes of providing care and shelter to displaced pets and service animals, particularly in the event of an Emergency.
- 1.2. Maintenance of PDRU.** Recipient agrees to securely store the PDRU, including its contents, when not in use, and to maintain the PDRU in compliance with proper standards of care. Recipient agrees to purchase and replenish as necessary the PDRU supplies (including cages, cleaning supplies, and other materials) after deployment and use, so that the PDRU is available at all times to protect and support approximately 50 pets and service animals in the event of an Emergency. Recipient agrees to obtain and maintain commercially appropriate insurance for the storage and use of the PDRU, and to provide AKC REUNITE with a certificate of insurance evidencing such continuing coverage.
- 1.3. Prohibition Against Sale or Transfer of PDRU.** Recipient agrees that it shall neither sell the PDRU nor otherwise transfer the PDRU to another organization or government unit or instrumentality, without the prior written consent of AKC REUNITE. Recipient further agrees that, in the event Recipient is no longer able to maintain the PDRU and wishes to relinquish ownership, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.
- 1.4. Access to PDRU Transportation.** Recipient confirms that it has access to a vehicle capable of transporting the PDRU, as needed, and shall maintain access to such vehicle, or a comparable vehicle. The truck or other vehicle should weigh at least ¾ ton and possess electric brakes and a 10,000 pound hitch.

- 1.5. Signage on PDRU.** Recipient agrees to maintain and display the logos existing on the PDRU at the time of delivery. At no time may the logos be defaced or removed. The Parties acknowledge and agree that, at the time of delivery, the PDRU shall include the logos of AKC and AKC REUNITE. The Parties further acknowledge and agree that the logos of (i) the Sponsoring Club(s) and (ii) other sponsoring organizations, in each case that have contributed at least \$1,000 to the purchase of the PDRU, may be included on the PDRU in the sole discretion of AKC REUNITE. With the prior written consent of AKC REUNITE, which may be granted or withheld in its sole discretion, the logo of Recipient may be displayed alongside the other logos. The size and placement of all logos shall be determined by AKC REUNITE in its sole discretion. No other logos or promotional material in any form whatsoever may be displayed on the PDRU at any time without the prior written consent of AKC REUNITE.
- 1.6. Display Requirement.** Recipient agrees to display the PDRU at community events, in cooperation with the Sponsoring Club(s), a minimum of two times per year. A “community event” should be expected to be widely attended by members of the community and may be related to pets and domestic animals. Acceptable community events include a local AKC dog show, an AKC Responsible Pet Ownership Day event, a county or state fair, a local holiday parade, and other similar events.
- 1.7. Reporting Requirements.** Recipient shall be provided annually with a Grant Follow Up Form (the “Form”), and Recipient agrees to complete and return the Form in compliance with the Form’s instructions, on an annual basis. Annual completion and submission of the Form is both a condition to satisfying Recipient’s obligations under this Agreement and a precondition to consideration by AKC REUNITE of any future grant application by Recipient. Additionally, on an annual basis, Recipient must provide a brief report to AKC REUNITE indicating the number of times the PDRU was used in the preceding year; the circumstances under which it was used in the preceding year; how many animals and what types of animals were served by the PDRU during the preceding year; and any additional pertinent information. If any information is already provided in the Form, it does not need to be reported separately.
- 1.8. Transfer of Ownership.** Recipient shall take full title, responsibility and liability for the PDRU.
- 2. Application for Future Grants.** Receipt of the Grant neither guarantees nor precludes future grants by AKC REUNITE to Recipient. However, Recipient acknowledges and agrees that it must be in compliance with its obligations in Section 1.7 above to be considered for any future grant application.
- 3. Representations and Warranties of Both Parties.** Each Party represents and warrants to the other that:
- 3.1.** it is duly organized and in good standing pursuant to the laws of the jurisdiction in which it was formed;
- 3.2.** this Agreement has been duly authorized, executed and delivered by it, and the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of the obligations hereunder shall not conflict with or result in any violation of or default under any provision of any other agreement or instrument

- to which it is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to it;
- 3.3. any and all approvals, permits, licenses or similar authorizations which may be required for it to enter into this Agreement and perform its obligations hereunder have been unconditionally obtained;
 - 3.4. no suit, action, claim, investigation or other proceeding is pending or, to the best of its knowledge, is threatened against it which questions the validity of this Agreement or any action taken or to be taken pursuant to this Agreement; and
 - 3.5. it has full power and authority to make the representations in this Agreement, and this Agreement is its valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equitable principles.
4. **Representations and Warranties of Recipient.** Recipient hereby represents and warrants to AKC Reunite that:
- 4.1. Recipient is an organization exempt from Federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or Recipient is a government unit or instrumentality;
 - 4.2. Recipient is ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to an Emergency; and
 - 4.3. no suit, action, claim, investigation or other proceeding is pending or, to the best of Recipient's knowledge, is threatened against Recipient which would or could reasonably be expected to jeopardize Recipient's status as set forth in Section 4.1 above.
5. **Survival of Representations and Warranties.** All representations and warranties contained herein or made in writing by or on behalf of either Party in connection with this Agreement shall survive the execution of this Agreement. Each Party agrees to notify the other immediately in writing if any representation or warranty set forth herein is, or to the Party's best knowledge is about to become, inaccurate in any respect at any time.
6. **Termination and Survival.**
- 6.1. **Termination.** Subject to Section 1.2 above, this Agreement shall remain in effect until the PDRU is no longer usable, as determined by AKC REUNITE in its sole discretion, or, subject to Section 1.3 above, no longer owned by Recipient.
 - 6.2. **Early Termination.** In the event of a material breach of any provision of this Agreement by Recipient (which shall be deemed to include any representation or warranty no longer being true), then upon written notice from AKC REUNITE, this Agreement shall terminate thirty days after the date of notice, unless Recipient shall have cured the breach to AKC REUNITE's satisfaction prior to the expiration of the thirty-day period.
 - 6.3. **Survival.** Notwithstanding the termination of this Agreement, the following Sections shall survive: this Section 6.3 and Sections 7, 8, 9, 12, and 14.

6.4. Effect of Termination. In the event of termination of this Agreement, Recipient shall either, in AKC REUNITE's sole discretion, transfer ownership of PDRU to AKC REUNITE or dispose of PDRU in a manner agreed to by AKC REUNITE.

7. **Notices.** Notices shall be written, and delivered personally or sent (i) by registered mail, return receipt requested; (ii) by overnight delivery with a nationally-recognized overnight courier; or (iii) by facsimile, with concurrent mailing by first class mail. Notices shall be deemed received four days after being sent by method (i), one day after being sent by method (ii), and two days after being sent by method (iii). Notices shall be sent to the Parties at the following addressees and addresses, until such time as any Party notifies the other Party of a change in address or addressee pursuant to this paragraph:

If to Recipient:

[Ellis County Office of Emergency Management
101 W Main St. Ste. 105
Waxahachie, TX 75165
]

If to AKC REUNITE:

AKC Reunite
8051 Arco Corporate Drive
Raleigh, NC 27617

8. **Assignment.** Recipient may not assign this Agreement without the prior written consent of AKC REUNITE. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
9. **Waiver.** Waiver by any Party of a breach or violation of any provision of this Agreement may be made only in writing and shall not constitute a waiver of any subsequent breach or violation of the same or any other provision hereof.
10. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

12. **Enforcement.** AKC REUNITE reserves the right to enforce the terms of this Agreement. Recipient agrees that it will not contest the standing of AKC REUNITE to bring any such suit.
13. **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all other prior negotiations, agreements, understandings and undertakings between the Parties with respect to such subject matter, whether oral, written or otherwise. No amendment or modification of this Agreement shall be effective unless signed by both Parties.
14. **Additional Documents and Acts.** Each of the Parties agrees to execute and deliver such additional documents, certificates and instruments, and to perform such additional acts, as may be reasonably requested and as may be necessary or appropriate to carry out the intent and provisions of this Agreement and to consummate the Grant of the PDRU from AKC REUNITE to Recipient.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. For the purpose of executing this Agreement, the parties hereto agree that .pdf signatures sent via email shall serve as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

AMERICAN KENNEL CLUB COMPANION
ANIMAL RECOVERY CORPORATION

By: Tom Sharp
Name: Tom Sharp
Title: President & CEO

ELLIS COUNTY OFFICE OF
EMERGENCY MANAGEMENT

By: _____
Name:
Title:

AKC PET DISASTER RELIEF UNIT AGREEMENT

Addendum I

This Addendum is made part of the Agreement between American Kennel Club Companion Animal Recovery Corporation, d/b/a AKC Reunite ("AKC Reunite"), and The Ellis County Office of Emergency Management ("Recipient").

1. By executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. TEX. GOV'T. CODE 2270.002.
2. By executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in §2252.152 of the TEXAS GOVERNMENT CODE. TEX. GOV'T. CODE §2252.152.
3. AKC Reunite verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, AKC Reunite shall promptly notify Recipient.
4. AKC Reunite represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, AKC Reunite shall promptly notify Recipient.
5. 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.
6. To the extent, if any, that any provision in this Agreement is in conflict with TEX. GOV'T. CODE §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Ellis County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any data, or any part thereof, or other items or data furnished to Recipient whether or not the same are available to the public. It is further understood that Ellis County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Ellis County, its officers and employees shall have no liability or obligations to AKC Reunite for the disclosure to the public, or to any person or persons, of any data, or a part thereof, or other items or data furnished to Recipient by AKC Reunite in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

7. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, TEXAS CIVIL PRACTICE AND REMEDIES CODE §16.070, as amended, and any provision to the contrary is hereby deleted.
8. It is understood and agreed that Recipient will not be subject to arbitration; therefore, clauses related to Arbitration are hereby deleted.
9. The parties agree that under the Constitution and laws of the State of Texas, Recipient cannot enter into an Agreement whereby Recipient agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Tex. Const. Article XI § 7; Tex. Att'y Gen. Op. DM-467; Tex. Att'y Gen. Op. GA-0176.
10. Ellis County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.
11. AKC Reunite shall not assign this Agreement unless AKC Reunite receives the prior written consent of Recipient. Any assignment of this Agreement by AKC Reunite shall be made subject to all the rights and interests of Recipient.
12. The relationship between the Parties is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.
13. In no event, shall any payment made by Recipient or any act or omission of Recipient constitute or be construed in any way to be a waiver by Recipient of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to Recipient to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of the Ellis County may waive the effect of this provision.
14. This Agreement is expressly made subject to Ellis County's Sovereign Immunity, Title 5 – Governmental Liability of the TEXAS CIVIL PRACTICE AND REMEDIES CODE. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Ellis County, Texas.
15. This Agreement is expressly subject to and contingent upon formal approval by the Ellis County Commissioners' Court.

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

AMERICAN KENNEL CLUB COMPANION
ANIMAL RECOVERY CORPORATION

By: Tom Sharp

Name: Tom Sharp
Title: President & CEO

ELLIS COUNTY OFFICE OF
EMERGENCY MANAGEMENT

By: _____

Name:
Title: