

TEXAS AgriLIFE Extension Service
 The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL
TITLE: County Extension Agent – Agriculture

NAME: Mark Arnold

COUNTY: Ellis

MONTH: February 2014

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
2/3	Waxahachie-Fort Worth Area- Fort Worth Stock Show	53		
2/4	Fort Worth area- Fort Worth Stock Show	12		
2/5	Fort Worth area- Fort Worth Stock Show	11		
2/6	Fort Worth area- Fort Worth Stock Show	13		
2/7	Fort Worth-Waxahachie- Fort Worth Stock Show	64		
2/10	Waxahachie area-Producer consultation	6		
2/11	Waxahachie area-Master Gardener Meeting/Training	7		
2/12	Waxahachie area-4-H Project Visit	16		
2/13	Waxahachie area-Master Gardener Training	12		
2/17	Waxahachie-San Antonio area-San Antonio Stock Show	282		
2/18	San Antonio area-San Antonio Stock Show	16		
2/19	San Antonio area-San Antonio Stock Show	17		
2/20	San Antonio area-San Antonio Stock Show	24		
2/21	San Antonio area-San Antonio Stock Show	18		
2/22	San Antonio-Waxahachie-San Antonio Stock Show	306		
2/24	Waxahachie-Ferris area-Producer consultation/LEPC Meeting	36		
2/25	Waxahachie area-Master Gardener Training	4		
		897		

Other expenses in field (list)

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

Date: March 3, 2014

Signed: _____

Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 897****Selected major activities since last report****February 2014**

- 2/3 11 Ellis County 4-H Beef Project members participated in the Fort Worth Stock Show Junior Steer Division. These 4-H members and 16 Adult Leaders and parents received assistance and advice in daily management and show day preparation of their animals. Brylie Sandlin of Waxahachie exhibited a third place Polled Hereford steer earning the right to sell in the Premium Auction.
- 2/4 Blackland Income Growth Conference, "Rebuilding the Beef Herd" seminar. Assisted and advised B.I.G. Chairman Bill Foshea in order for volunteers to plan, implement and evaluate the beef and forage educational programs in conjunction with B.I.G.
- 2/4, 6, 11, 13, 18, 20, 25, 27 Assisted and advised Master Gardener volunteers in planning, developing, implementation and evaluation of 2014 Master Gardener Training Class. 15 Ellis County trainees and 8 Hill County trainees attended and received training to become Master Gardener volunteers upon completion of their volunteer service requirements.
- 2/11 50 Master Gardener volunteers met to discuss and plan upcoming educational program including the 2014 Lawn & Garden Expo. This event annually brings in over 3000 visitors and aids in funding Master Gardener educational programs and youth scholarships.
- 2/17-22 Six Ellis County 4-H Beef Project members participated in the San Antonio Livestock Expo Junior Steer Show. Bailey Eubank of Italy exhibited a record place Polled Hereford steer earning a place in the Junior Premium Auction.
- 2/24 Agent participated in the Ellis County Local Emergency Planning Committee Meeting. Program on hazardous cargo traffic and related training occurred.
- 2/25 2014 Master Naturalist Training Class began with 15 volunteers participating.

Educational Programming

Programs	11
Participants	215

Educational Contacts

Site Visits 4-H	15
Site Visits Ag	5
Telephone	104
MG/MN Telephone	58
Office Visits	113
E-Mails	1495
Newsletter/Letters	35
E-Gardening Newsletters	1080
Media Outreach:	
Website hits	142
News Releases	1
Facebook posts	9
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

3/1	Ellis County Youth Expo Buyers Appreciation Dinner, Waxahachie
3/3	Ellis County Adult Leaders/County Council Meeting, Waxahachie
3/4	Master Naturalist Training Class, Waxahachie
3/10-12	Star of Texas Livestock Show, Junior Steers, Austin
3/11	Master Gardener Meeting, Waxahachie
3/17-23	Houston Livestock Show, Junior Steers & Junior Dairy, Houston
3/24-29	Ellis County Youth Expo, Waxahachie
3/29	2014 Ellis County Master Gardeners Lawn & Garden Expo, Waxahachie

Mark Arnold
Name

Ellis
County

County Extension Agent - Agriculture
Title

03/03/14
Date

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

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: February 2014

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
2/3	Waxahachie (Master Wellness Volunteers, Walk Across Texas, 4-H Clothing, Better Living for Texans)	23		
2/4	Red Oak, Waxahachie (Better Living for Texans, 4-H Clothing project, Walk Across Texas, Master Wellness Volunteers)	31		
2/5	Midlothian, Waxahachie (Walk Across Texas, Step Up, Master Wellness Volunteers, 4-H Clothing, Manna House, Sr. Center, Better Living for Texans)	61		
2/6	Waxahachie (Master Wellness Volunteer Training, 4-H, Better Living for Texans, Walk Across Texas)	41		
2/7	Waxahachie (Walk Across Texas, 4-H Clothing Board, Master Wellness Volunteers, Diabetes education, Better Living for Texans)	23		
2/10	Ennis, Waxahachie (Master Wellness Volunteer program, Golden Circle, 4-H, Better Living for Texans, Walk Across Texas)	64		
2/11	Waxahachie (Walk Across Texas, diabetes education, 4-H Clothing, Better Living for Texans, Master Wellness Volunteers)	21		
2/12	Waxahachie (Master Wellness Volunteer Training, diabetes education, Sr. Center, Better Living for Texans, 4-H)	18		
2/13	Waxahachie (Master Wellness Volunteer Training, Better Living for Texans, 4-H Clothing)	17		
2/14	Waxahachie (4-H, diabetes education, Master Wellness volunteers, Better Living for Texans)	14		
2/19	Waxahachie (Walk Across Texas, Sr. Citizens Center, Courthouse, 4-H, Better Living for Texans)	19		
		332		

Other expenses in field (list)

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

Date: March 4, 2014

Signed:

Rita M. Hodges

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 332

Selected major activities since last report**February 2014**

- 2/3 Centra Training, "Coconut Craze"
- 2/6 Master Wellness Volunteers Training-Day 4 (10)
- 2/6 Step Up & Scale Down-Day 4 (10)
- 2/7 Meeting with Melissa Cade, Waxahachie Daily Light
- 2/7 County 4-H Clothing Board Meeting (16)
- 2/10 Master Wellness Volunteer presentation, Ennis (22)
- 2/12 Youth Health Lifestyles Training
- 2/12 Better Living for Texans Program, Ferris (11)
- 2/12 Meeting with Deborah Thornton, Waxahachie Daily Light
- 2/13 Master Wellness Volunteers Training-Day 5 (10)
- 2/13 Step Up & Scale Down-Day 5 (12)
- 2/20 Step Up & Scale Down-Day 6 (12)
- 2/21 Better Living for Texans Centra Training
- 2/24 4-H Fashion Show Training (8)
- 2/27 Step Up & Scale Down-Day 7 (11)
- 2/28 4-H Training (22)

Educational Programming:

Programs	11
Participants	144

Educational Contacts:

Site Visits-FCS	6
Telephone	95
Office Visits	45
E-mails	656
Newsletters/Letters	421

Media Outreach:

News Releases	5
Website	142
Facebook	12

Major plans for next month:

- 3/1 District Consumer Decision-Making Contest
- 3/1 District Nutrition Quiz Bowl Contest
- 3/3 Adult 4-H Leaders Meeting/Training
- 3/3 Natural Fibers Training
- 3/6 Step Up & Scale Down-Day 8
- 3/11 County 4-H Fashion Show
- 3/12 FCS Committee Meeting
- 3/13 County 4-H Roundup
- 3/13 Step Up & Scale Down-Day 9
- 3/20 Step Up & Scale Down-Day 10
- 3/26 Youth Expo-Creative Arts Competition
- 3/27 Step Up & Scale Down-Day 11
- 3/29 Master Gardeners Garden Expo

Rita Hodges**Name****County Extension Agent - Family & Consumer Sciences****Title****Ellis****County****03/04/14****Date**

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
February, 2014

Selected major activities since last report

Miles traveled: 1147

- 2-4 BIG Conference, Waco – assisted Bill Foshea as the Beef Committee Chairman for the BIG Conference.
- 2-5/7 Fort Worth Steer Show – attended Steer show, 18 youth 25 adults
- 2-10/12 San Antonio Heifer Show – Assisted with heifers at San Antonio, 12 youth 21 adults
- 2-12 Ellis County Expo Broiler Order pick up, Cameron -- Picked up 360 broilers for County Show
- 2-13/14 San Antonio Horse Judging, Quiz Bowl, Sent 2 Quizbowl and judging teams with Volunteers
- 2-15 County Rabbit Validation -- Conducted Validation on 270 head of County Rabbits for 67 pens. 35 youth, 46 adults
- 1-24 County Fashion Show Workshop – Assisted Volunteer with Workshop, 15 youth 10 adults

Educational Contacts

Educational Programming:

Programs 10
 Participants..... 231

Educational Contacts:

Site Visits 4-H..... 36
 Telephone..... 216
 Office Visits..... 45
 E-mails..... 1533
 Newsletters/letters..... 298
 Faxes 43

Media Outreach:

News Releases..... 1
 TV/Radio..... 0
 Website Hits..... 1480
 Facebook Posts 0
 Office Conference: 2/3, 2/10, 2/17, 2/24

Major plans for next month

- 3-1 District 8 CDM & Nutritional Quiz Bowl, Waco
- 3-11 County Fashion Show
- 3-13 County Roundup
- 3/14-17 Houston Livestock Show, Heifers
- 3/17-19 Ellis County Youth Expo Set up
- 3/24-29 Ellis County Youth Expo

Name: Page Bishop

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date 3/5/14

ELLIS COUNTY BUDGET
2013-2014 LINE ITEM ADJUSTMENT

2013-2014 LINE ITEM ADJUSTMENT

3/5/2014

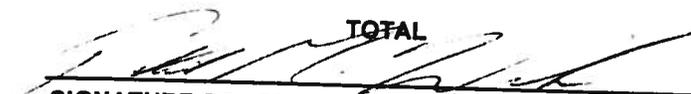
I am requesting that the Ellis County Commissioners Court make necessary line item Adjustments to my 2013-2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50805-00000-000	DA-CONFERENCE	\$275.00
TOTAL		\$275.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50802-00000-000	DA-EQUIPMENT	\$275.00
TOTAL		\$ 275.00


 SIGNATURE OF DEPARTMENT HEAD

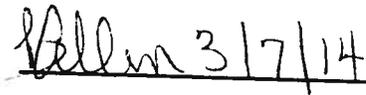
COUNTY & DISTRICT ATTORNEY
 DEPARTMENT

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

APPROVED THIS _____ DAY OF _____, 2013-2014

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

Approved by Co. Auditor's office:

 3/7/14

Needs court approval

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-5093300000-000	Consultant	2,000.00
50933		

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-5080100000-000	Supplies	2,000.00

Iph A
Signature of Department Head

3-10-14
Date Signed

Engineering
Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

Allen 3/10/14

Needs court approval

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0330-40096-00000-000	State LEO Payment	13,581.34
✓ 001-0010-50807-00000-000	General Miscelaneous	1,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0010-50820-00000-000	LEOSE Training	13,581.34
✓ 001-0010-50806-00000-000	Official Bond/Dues	600.00
✓ 001-0010-50865-00000-000	Employee Screening	900.00


Signature of Department Head

3-12-14
Date Signed

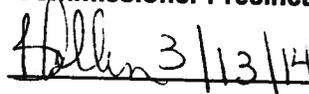
10/Sheriff
Department

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

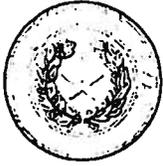
APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

 3/13/14

Needs court approval



ELLIS COUNTY TAX ASSESSOR COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector



P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151
E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

March 14, 2014

Request for Approval of Overpayments
Commissioners' Court Date March 24, 2014

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Wells Fargo ✓	238479	\$ 2,977.39

Tax refund
 Consent agenda
 I verified paperwork
 [Signature]
 3/14/14



that I prepared this plat from an actual and accurate survey of the land shown therein were properly placed in the platting rules and regulations of Ellis

DATE 2/15/2014

is Department of Ellis County, Texas, for an use as may be required by the Ellis County Public

CTOR DATE

Ellis County, Texas, on this the ___ day

maintainance or otherwise, or the respective systems on any or the easement strips for the purpose of construction, reconstruction, inspection, patrolling, maintaining and other relating to or recovering all or part of their respective systems, without the necessity of, at any time, procuring the permission of anyone.

This plat approved subject to the platting ordinances, rules, regulations and resolutions of Ellis County, Texas.

WITNESS OUR HANDS at Ennis, Texas, this the 15th day of March, 2014.

Linda K. Brezovar
LINDA K. BREZOVAR
Tommy Carolyn Shaw
TOMMY CAROLYN SHAW

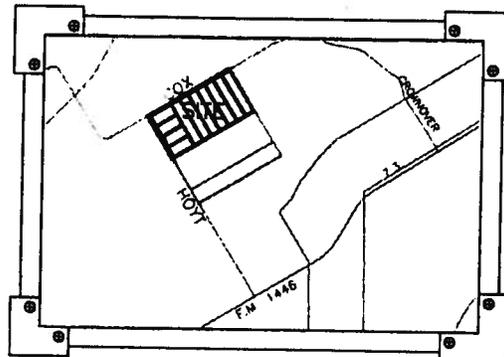
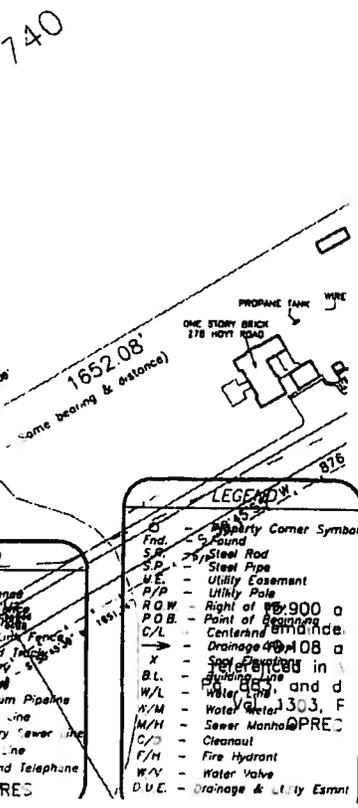
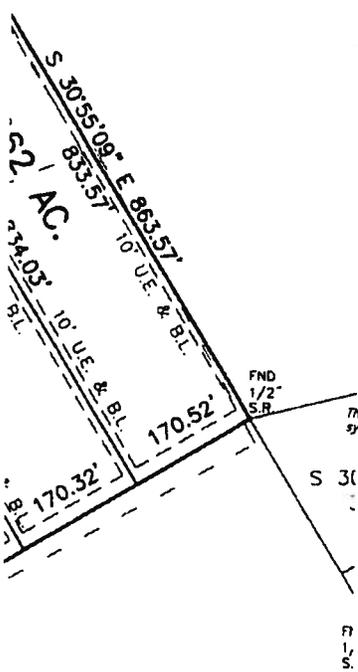
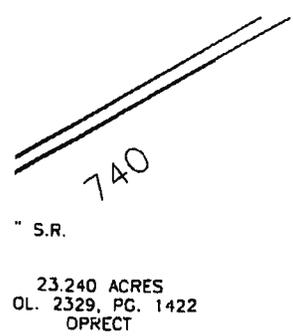
STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a notary public, on this day personally appeared Linda K. Brezovar and Tommy Carolyn Shaw, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 15th day of March, 2014.



Simplified Plat
WALKER CREEK ESTATES
a Subdivision of Part of
the T. J. Chambers Survey Abstract 1
Ellis County, Texas
For
Linda K. Brezovar & Tommy Carolyn Shaw
272 & 282 Walker Creek Road Ennis, Texas 75119
By
N. W. Krieger, Jr.
2409 Park Street
P. O. Box 1294 Ennis, Texas 75120-1294
Phone: 972/878-7013



**Preliminary Plat
TAMMINGA FARMS
PHASE ONE**

LOCATION MAP SCALE : 1" = 2000'

Subdivision Data:

1. Total Acreage: 32.784 Acres
2. Total Lots: 11
3. Minimum Lot Size: 2,000 Acres
4. Average Lot Size: 2,806 Acres
5. Water shall be provided by Buena Vista-Bathel S.U.D.
6. Individual on-site sewage facility systems will be used for sewage disposal
7. Building lines: 50' front building line, 20' rear building line, 10' side lot line and any others as shown on plat
8. Easement lines: 20' front, 20' rear and 10' side utility easement and any others as shown on plat
9. No building shall be constructed until the Final Plat is accepted and filed with Ellis County
10. Current Zoning: DNA

This plat has been Preliminary/Final approved by Department of Development for an on-site sewage facility system pending any and all information as may be required by the Ellis County Department of Development.

Public Works Director

Date

NOTE:
ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR REGISTERED SANITARIAN.

CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS
City Approval of Preliminary Plat

Approved for prescription of the final plat:

Jim Cooper
Approved by the Planning and Zoning Commission

2-12-14
Date

John W. ...
Approved by the City Council

2-17-14
Date

Owner's Acknowledgment

I hereby acknowledge this document as the officially approved preliminary plat:

[Signature]
Owner's Signature

Date

**PRELIMINARY PLAT
Tamminga Farms**
Being a 32.784 Acre Addition in
the G.W. Keen Survey, Abst. 603
City of Waxahachie ETJ
Ellis County, Texas

REVISIONS	BY
02/10/14	KD

DAVIS & MCDILL, Inc.
ENGINEERS
D&M
SURVEYORS

(A Texas licensed surveying firm # 101504-00)
CONSULTING ENGINEERS - LAND SURVEYORS
P.O. BOX 428, WAXAHACHIE, TEXAS 75168
PHONE: 972-938-1185 FAX: 972-937-0307

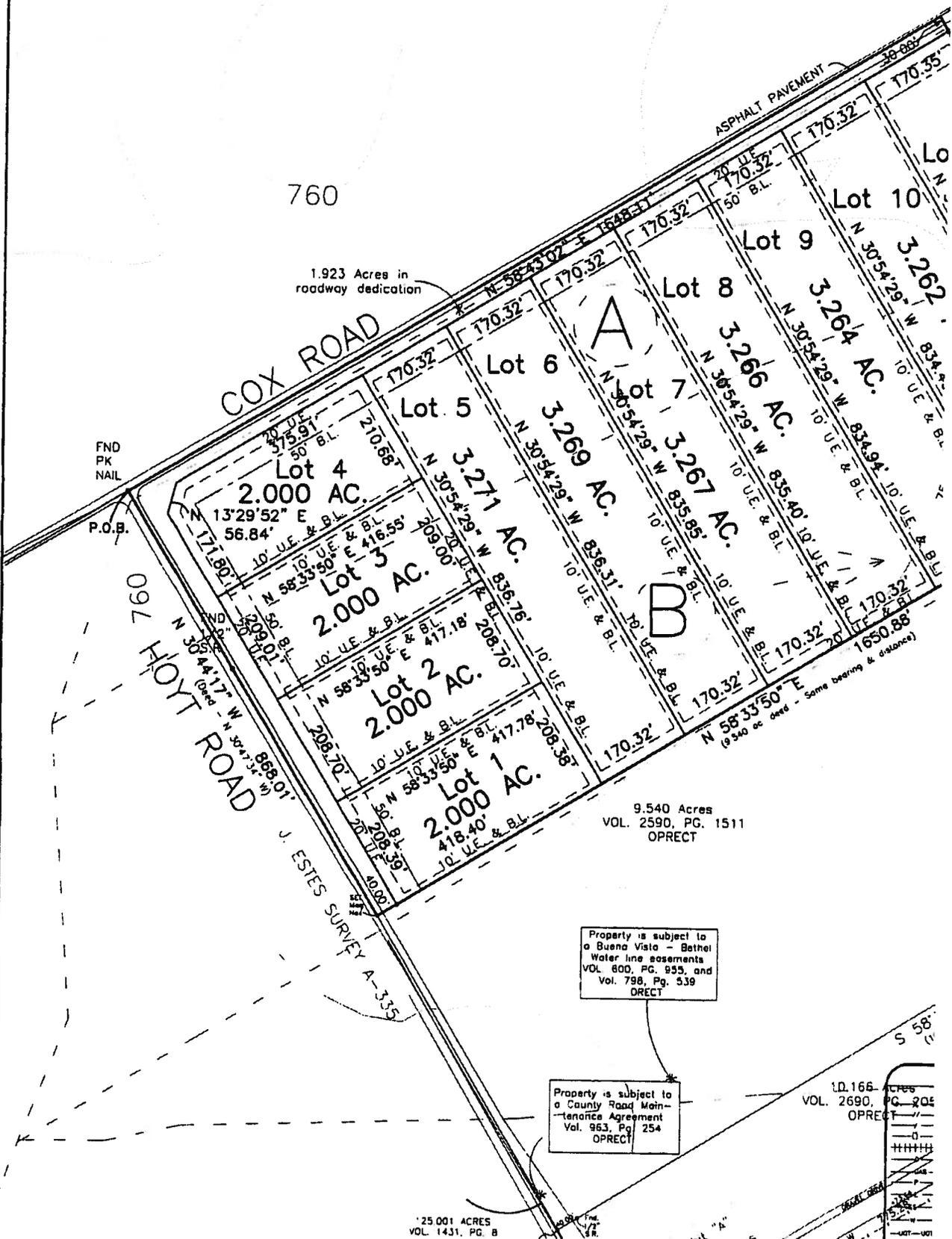
Date: 11-6-13
Scale: 1"=150'
Drawn: STAFF
Job: 213-0451
Sheet 1
of 1 sheets.

LEGEND

○	Quarter Corner Symbol
Fnd.	Found
S.R.	Steel Rod
S.P.	Steel Pipe
U.E.	Utility Easement
U.P.	Utility Pole
R.O.W.	Right of Way
P.O.B.	Point of Beginning
C/L	Centerline
D.R.	Drainage
X	See Remarks
B.L.	Boundary Line
W/L	Water Line
N/W	Water Meter
M/H	Sewer Manhole
C/C	Cleanout
F/H	Fire Hydrant
W/V	Water Valve
D.V.E.	Drainage & Utility Esmnt



Scale 1" = 150'



760

1.923 Acres in roadway dedication

FND PK NAIL

P.O.B.

767 HOYT ROAD

COX ROAD

ASPHALT PAVEMENT

A

B

9.540 Acres
VOL. 2590, PG. 1511
OPRECT

Property is subject to a Buena Vista - Bethel Water line easements VOL. 800, PG. 955, and Vol. 798, Pg. 539 OPRECT

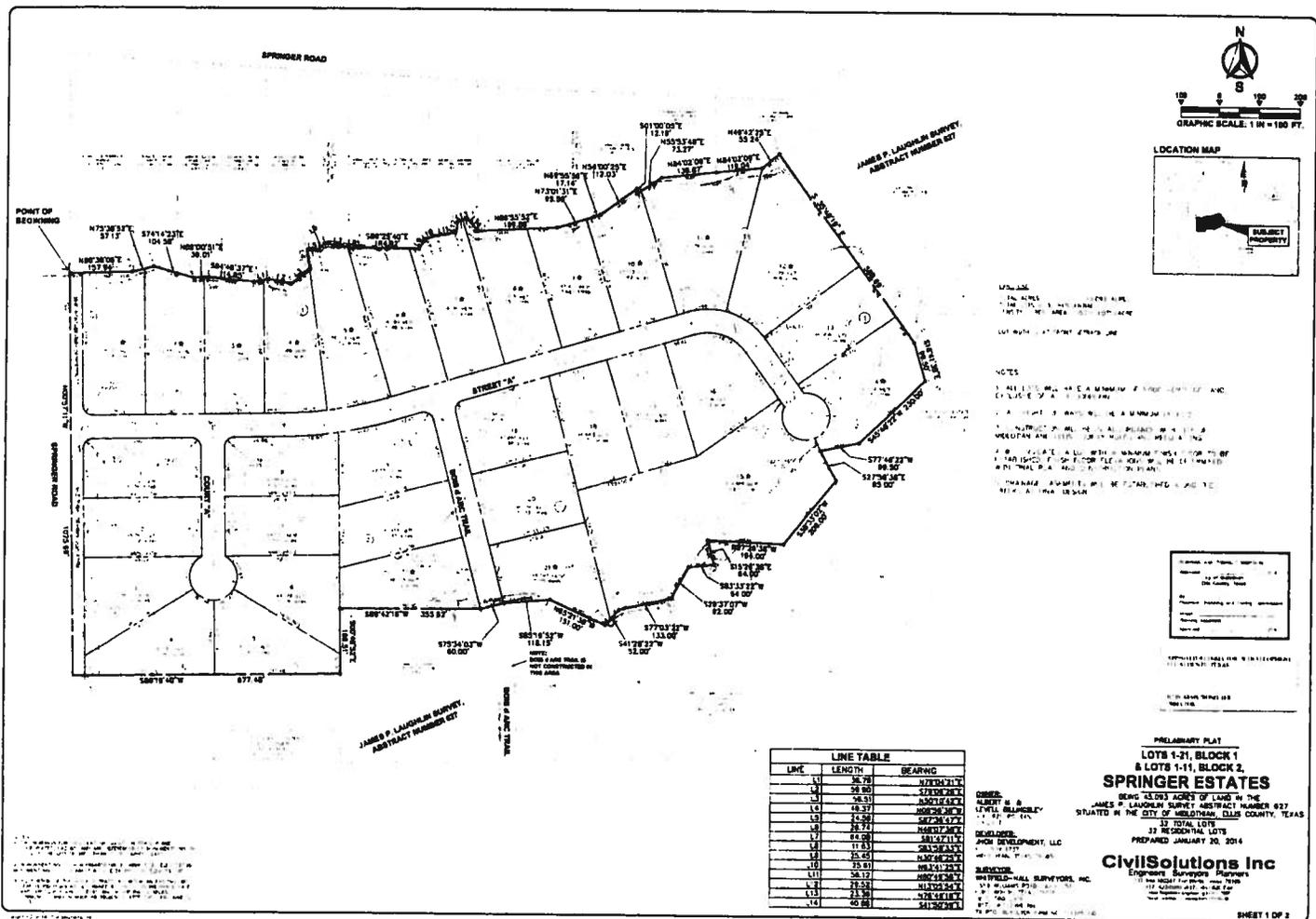
Property is subject to a County Road Maintenance Agreement Vol. 963, Pg. 254 OPRECT

10.166 Acres
VOL. 2690, PG. 204
OPRECT

25.001 ACRES
VOL. 1431, PG. 8

S 58°

1.2



LEGEND
 - LOT LINES
 - LOT AREA
 - LOT NUMBER
 - LOT AREA PERCENTAGE

NOTES
 1. THIS PLAT IS A PRELIMINARY PLAT AND IS SUBJECT TO CHANGE.
 2. THE TOTAL AREA OF THIS PLAT IS 1.2381 ACRES.
 3. THE TOTAL AREA OF THIS PLAT IS 1.2381 ACRES.
 4. THE TOTAL AREA OF THIS PLAT IS 1.2381 ACRES.
 5. THE TOTAL AREA OF THIS PLAT IS 1.2381 ACRES.

APPROVED FOR FILING IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS

FILED JANUARY 20, 2014

BY: _____

LINE TABLE		
LINE	LENGTH	BEARING
1.1	38.78	N78°04'11"E
1.2	59.90	S73°02'26"E
1.3	36.31	N00°00'00"E
1.4	48.37	N06°24'30"E
1.5	24.89	S47°24'47"E
1.6	32.54	N00°00'00"E
1.7	84.08	S81°47'11"E
1.8	11.83	S81°24'33"E
1.9	15.45	N30°42'22"E
1.10	25.81	S88°24'32"E
1.11	28.22	N00°00'00"E
1.12	23.28	N78°04'11"E
1.13	40.88	S41°26'24"E

PRELIMINARY PLAT
 LOTS 1-11, BLOCK 1
 & LOTS 1-11, BLOCK 2,
SPRINGER ESTATES
 BEING 23.03 ACRES OF LAND IN THE
 JAMES P. LAVOIE SURVEY ABSTRACT NUMBER 627
 SITUATED IN THE CITY OF WOODBRIDGE, TARRANT COUNTY, TEXAS

11 TOTAL LOTS
 22 RESIDENTIAL LOTS

PREPARED JANUARY 20, 2014

CivilSolutions Inc
 Eminent Surveyors & Planners
 11111 Highway 101, Suite 100
 Dallas, Texas 75243
 Phone: 972.412.1111
 Fax: 972.412.1112
 www.civilsolutions.com



March 12, 2014

Ms. Kim Gould
Ellis County Purchasing Agent
Ellis County
101 W Main Street
Waxahachie, TX 75165

Dear Ms. Gould,

RCC Consultants, Inc. (RCC) appreciates the opportunity to provide Ellis County with the following consulting services proposal for development of a plan to implement a new VHF P25 Conventional Voting System utilizing recently received grant funding. RCC has successfully assisted many cities and counties in similar projects and has been deeply involved with all of the different radio system projects for the County over the last three years.

RCC understands that the County wishes to implement a new two-way radio system using the existing sites and possibly adding an additional site. This proposal includes development of the steps required to implement one of the system options that was detailed in the radio system Report developed and submitted by RCC in late 2011 prior to narrowbanding the current system in 2012.

The County participated in the North Central Texas Council of Governments (NCTCOG) sponsored "Gap Analysis" project that was completed in December of 2013. As a result of the Gap Analysis, NCTCOG's funding Committee awarded grant funds to the County for the implementation of the above mentioned system upgrade / replacement. As a result, the County is currently considering two different methods of procuring the system improvements. The first being the development of an RFP for the VHF P25 system replacement option and the second being developing a plan for procuring the system through a "Cooperative Purchasing" plan such as HGAC's Cooperative Purchasing Program.

In the pages that follow, you will find a scope of work that addresses both approaches and the associated professional fees and expenses. Please review them and call either Tim Driscoll or me if you have any questions. We would be pleased to answer any questions that the County team may have. Tim can be reached at (817) 556-2298 and I can be reached in our Houston office at (281) 999-1441 or by email at gmunchrath@rcc.com.

Sincerely,

Gregory A. Munchrath, P.E.
Senior Vice President and Western Division Manager

RCC Consultants, Inc.

10700 North Freeway, Suite 610 • Houston, Texas • Tel (281) 999-1441 • Fax (281) 999-1546

Section

1

Scope of Work

Project Background

Ellis County is in the process of determining what would be the best procurement method for replacing / updating its current 4-Channel, 5-Site, VHF Conventional Radio System. The County has been awarded a limited amount of grant funding that will be used for this system upgrade. The grant funding was awarded by the North Central Texas Council of Governments (NCTCOG). To receive the grant, a plan for use of the funding must be submitted to COG's Grant Committee. The plan that was submitted to the COG included the implementation of one of the options detailed in the "VHF Narrowbanding Plan and other System Improvements" Report that was provided to the County in November of 2011.

Over the past two years, the County has taken significant strides towards improving their radio system. These improvements were made based on two recommendations from RCC in the 2011 report that included the following excerpts:

Recommendation 1. Replace the microwave system that was used to link the remote receiver sites to the Boyce Tower.

The County's system that was in place in 2011 prior to narrowbanding utilized Motorola Canopy microwave links. The Canopy system was implemented using an Internet Protocol (IP) microwave system operating in the unlicensed 5.8 GHz band. The manufacturer of the County's existing receiver voting equipment does not recommend and does not support the use of an IP link configuration. The following excerpt is directly quoted from the Raytheon / JPS Voting Comparator Service Manual:

"The use of the Internet Protocol (IP) to link remote voting receiver audio back to the SNV-12 is strongly discouraged and we will not attempt to assist installations that use IP links."

1) *Recommendation 2. Construct a County owned radio tower on County owned land.*

In the following year, the County did construct its own new 480' guyed radio tower on land adjacent to the Law Enforcement Center off of County Road 878. The radio system equipment format the Boyce site was relocated to the County's new tower and was placed into service in October of 2013.

Each of these system improvements were made with the understanding that these were only "band aids" for the existing system but were made as interim solutions while working towards the complete replacement of the current VHF system as a whole.

Earlier, in 2010, an assessment was made of the County's VHF radio system under a different NCTCOG sponsored project that called for the development and implementation of a new countywide P25 700 MHz trunked simulcast radio system. That plan also called

for the implementation of a lower cost VHF P25 conventional radio system that would be used to support a slow migration to the new 700 MHz system. That slow migration was deemed necessary due to the high costs of user radio equipment that would need to be purchased by the smaller public safety agencies in the County that rely on the system on a daily basis.

The installation of a new microwave system compatible with the County's receiver voting system and the construction of a new 480' county-owned radio tower were implemented as part of working towards a new countywide 700 MHz radio system along with interim improvements to the VHF system. Both the new 700 MHz system and the new VHF conventional system require a radio tower site in the central portion of the County to provide coverage in the Waxahachie area.

The County had been paying more than \$3,000 a month to rent space on the commercially owned Boyce tower site. In recent years, the Boyce site became more crowded with other non-public safety tenants which made it highly undesirable for Ellis County's public safety operations. The Boyce site problems included the lack of security for the radio equipment because the County's equipment was in a shared equipment room that allowed access from many different entities presenting the opportunity for the equipment to be tampered with or damaged either accidentally or maliciously. The County also shared antenna systems with other users which created system performance issues.

Use of the new NCTCOG grant funding will allow the County to make better use of its new tower and microwave system and to continue with the interim recommendations and improvements to the County's VHF radio system.

This proposal includes a plan for the interim replacement of the aging VHF radio system using one of the two following procurement methods: 1.) a Cooperative Purchasing Program such as H-GAC or, 2.) the development of a formal Request For Proposal (RFP) and vendor selection process.

The use of a Cooperative Purchasing arrangement will include RCC developing a "System Requirements Document" (SRD) that will provide the vendor with a description of the actual system requirements. If the County wishes to engage in a competitive purchase, then RCC would develop a formal RFP that would be released to multiple vendors and include the evaluation of separate proposals submitted by up to two different vendors. The project tasks for both approaches are provided in the following pages.

Project Work Plan – Option 1 Development of RFP & Proposal Evaluations

Task 1—Project Initiation & Orientation

The purpose of Task 1 is to reconvene the County Project Team to review and discuss the project's scope of work and the project schedule. At the kickoff meeting, RCC personnel will briefly review previously developed materials and gather any additional information that may be required in order to begin development of the system procurement documents. RCC will work closely with the County's Team, Purchasing, and Legal departments during development and release of the P25 system RFP to help ensure that appropriate County guidelines and requirements are properly addressed.

Task 2—Develop Request for Proposals (RFP)

As part of Task 2, RCC will work with the Project Team to develop a draft Request for Proposals (RFP) for the new radio system. The RFP will be developed utilizing the information previously gathered and incorporated in the submission for the grant funding provided by NCTCOG. The new system's performance requirements will be finalized and the RFP will be structured to clearly articulate the County's needs, requirements, and expectations for the new system. The RFP will be the basis upon which each vendor's proposal will be evaluated. Each vendor will be required to respond to all sections of the RFP, and include, where applicable, which features and capabilities are baseline capabilities and which are optional and at what cost. A detailed evaluation matrix will be developed to allow proposal evaluators to effectively determine which proposals best meet the specified requirements.

The County may want to consider requiring the vendors to submit their cost information separately to enable the Project Team to evaluate the technical responsiveness apart from proposed costs.

The RFP will address specific operational, technical and procedural areas, as well as support areas such as training and maintenance. Typical items to be included in the RFP will include:

- The County's RFP response procedures and purchasing requirements, i.e. the terms and conditions;
- System functional & operational requirements;
- System performance requirements typically including but not limited to the following:
 - General requirements of the new system equipment including repeaters, remote receivers, voting comparators, and receive antenna system equipment
 - Any modifications to radio system connectivity utilizing microwave or other suitable broadband technology including future expansion requirements.
 - Potential backup options for site connectivity;
 - Where appropriate, support of existing reusable infrastructure (towers, equipment shelters, power systems, etc.)
 - New radio dispatch console equipment including control stations and dispatch interconnectivity directly to the new radio system.
 - System reliability and redundancy requirements to maintain operations under adverse conditions;
 - System expansion and upgradeability to support the County for many years without the need for a "fork-lift" upgrade in case funding for a new 700 MHz P25 simulcast system is not available in future years;
 - System maintenance requirements
- Optional capabilities & equipment;
- Local vendor support during the initial warranty period
- System/vendor information & qualifications

- System installation & acceptance testing requirements
- System pricing, purchasing incentives, trade-ins, etc., and
- System cutover requirements for transition to the new system without loss or degradation of service.

Upon completion of the initial draft RFP, RCC will submit the document to the County's Project Team and to the County's purchasing department for review. RCC will then meet with the team to discuss the RFP and its contents. Once all feedback and comments have been received, a single cycle of feedback and suggestions from the Project Team will be incorporated into the final document.

RCC will then finalize the RFP and provide the completed document in electronic format to the County's Purchasing Department for issuance to the vendor community.

Task 3—Attend & Assist the County's Project Team in Conducting the Pre-Proposal Conference

Within a reasonable time frame (typically two to three weeks) after the solicitation for proposals (RFP) has been released, RCC will assist the County in conducting a pre-proposal conference to allow proposers to ask questions to better understand the program and RFP specifications. RCC will work with the County to coordinate the scheduling of the pre-proposal conference and will attend the meeting to assist the County staff in answering vendor questions. In addition, RCC will assist in the preparation of responses to vendor questions and the issuance of RFP addenda (if needed) following the Proposers' Conference.

Task 4 – Conduct Initial Evaluation of Vendor Proposals

Task 4 includes two parts: 1.) Developing the evaluation methodology and tools for the proposal evaluations and 2.) The actual review and evaluation of the vendor proposals. RCC recommends that the County assemble an internal Proposal Evaluation Committee (the Evaluation Committee) with appropriate departmental representation that will participate in the review of vendor proposals so that they have a good firsthand knowledge of each vendor's offering.

RCC recommends that the members of the Evaluation Committee serve as the voting members of the Committee. RCC's roll in the evaluation process will be to serve as the County's technical advisor to the Evaluation Committee. RCC will assist the staff in fully understanding each vendor's offering and will serve as a non-voting member of the Evaluation Committee.

RCC will assist the County Team in the development of a detailed proposal Evaluation Matrix that will be used in the evaluation of the vendor proposals. The Evaluation Matrix will include relative weighting and vendor response scoring for the various system elements. RCC will help ensure that the weighting of operational items corresponds with the levels of importance designated by the Evaluation Committee. RCC will provide guidance regarding the weighting of technical areas and issues so that critical or important system aspects are properly accounted for. The Evaluation Matrix will be constructed to score and rank responses to the RFP document(s) and will be designed to indicate the degree of conformance or nonconformance of each proposer's submittal.



The development of the Evaluation Matrix will be fully completed and approved by the County prior to the vendor proposal due date.

When the proposals are received, RCC requests that the Purchasing Department make a first pass review, looking for gross errors such as missing forms, the required proposal bond, signatures, or other important information. Following that, the Evaluation Committee (including RCC) will review and evaluate the proposals that have successfully passed through the Purchasing Department's first pass review. The Proposal Evaluation Committee will utilize the approved Evaluation Matrix for scoring purposes.

It is essential that each vendor's proposal information be secured and be kept in strict confidence, in accordance with the County's Purchasing guidelines and RFP procedures. This will help protect the County and will help avoid eroding the competitive process. RCC will work with the Proposal Evaluation Committee to discuss and address these important issues prior to the opening of the vendor proposals.

Typically, approximately six to eight weeks of time will be needed for RCC and the County team to complete the preliminary review of the vendor proposals. Following the initial proposal reviews, a preliminary draft of the populated Evaluation Matrix will be developed. The matrix may include questions for the vendors, a preliminary ranking of each evaluated vendor's proposal and a tentative set of findings that will be refined as the evaluation process proceeds.

Task 5 – Attend Vendor Oral Presentations

RCC recommends that the County have each shortlisted vendor make an oral presentation to the County's Proposal Evaluation Committee to discuss their offering and answer any questions the County and RCC may have. This will give the vendors an opportunity to present their system solution, how it will be implemented, the affect on daily operations during the implementation and testing phase, and any requirements of the different user agencies.

RCC personnel will attend the vendor oral presentations to ask questions as needed and to assist the Proposal Evaluation Committee in developing a more complete understanding of each vendor's offering. Each vendor will be required to respond to the County / RCC questions in writing after the presentations are complete. RCC will assist the Proposal Evaluation Committee in reviewing the vendors' responses to questions.

Task 6 – Develop Request & Evaluate Best & Final Offers

In an effort to further reduce system costs, RCC will assist the County in developing a Request for Best and Final Offers (BAFOs). A separate BAFO request will be developed for each proposer. RCC will assist the County in evaluating the resulting BAFOS.

Task 7 – Finalize Vendor Selection

Upon conclusion of the BAFO process, RCC will incorporate the new information into the Evaluation Matrix and will update the evaluation scoring. RCC will schedule a meeting with the County staff on the Proposal Evaluation Committee to discuss the latest information and finalize the evaluation scoring.

RCC will assist the County in selecting the vendor who provides the best system solution in terms of features, functionality, costs and a number of other predetermined evaluation criteria selected by the County team. Note: RCC always strives to avoid vendor protests in the procurement cycle, and has an excellent record in this regard. That said, a vendor can file a protest at any time for any reason. RCC generally does not include time or expenses in the project scope to address protests. If a protest occurs, RCC can assist the County in responding on a time and materials basis.

Task 8 – Support Contract Negotiations

RCC will assist the County in negotiating a contract with the selected vendor. RCC does not provide legal services therefore the County's Legal Council should participate in negotiations. RCC will however support the County team in the following areas:

➤ **Assist in Contract Negotiations**

RCC will assist the County team in direct contract negotiations with the selected vendor.

➤ **Negotiation of Statement of Work (SOW)**

Development of a finalized comprehensive Statement of Work (SOW) is an integral part of contract negotiations for acquisition of the system. The SOW defines the responsibilities of both the vendor and the County in system implementation and acceptance testing. In addition, the SOW process will further define a number of system parameters which will directly affect the final contract price. RCC will assist the County in finalizing the SOW and negotiating the impact on final contract price due to changes sought by the County during the process.

➤ **Incorporation of Appropriate Acceptance Test Parameters for the system**

RCC will work with the County team to incorporate a stringent acceptance testing program prior to execution of a contract. System providers are more likely to agree to such performance requirements before a contract for the new systems is executed. The negotiation of testing requirements and pass/fail criteria becomes much more difficult after the contract is signed.

At the appropriate time when finalizing our scope and fees with the County, RCC will propose a specific amount of time and expenses to support contract negotiations.

Task 9 – Project Close Out and Preparation for Implementation Phase

Task 9 is to facilitate the transition from the procurement phase and sets the stage for the implementation phase.

Option 1 Notes – Due to the amount of time allowed to utilize the RFP process, use of the Cooperative Purchasing Program may be required. However, there may be a way to develop an abbreviated RFP that may allow use of the competitive process that may allow the County to implement other options with the funding allowed. RCC will discuss all of the options with the County prior to making this decision.

Project Work Plan – Option 2 Cooperative Purchasing Program

This option includes procurement of the system by utilizing a Cooperative Purchasing Program such as H-GAC or TDIR. It will entail the development of a System Requirements Document (SRD) based on the needs of the County users and guidelines specified by NCTCOG for the grant funding. The SRD will include a list of specifications for the new system including any performance and acceptance criteria.

Task 1—Project Initiation & Orientation

The purpose of Task 1 is to convene the County Project Team to review and discuss the project's scope of work and the project schedule. At the kickoff meeting, RCC personnel will briefly review previously developed materials and gather any additional information that may be required in order to begin development of the system procurement documents. RCC will work closely with the County's Team, Purchasing, and Legal departments during development and release of the P25 system SRD to the selected vendor.

Task 2—Develop System Requirements Document (SRD)

As part of Task 2, RCC will work with the Project Team to develop a draft of the SRD for the new radio system. The SRD will be developed utilizing the information previously gathered and incorporated in the submission for grant funding provided by the COG. The new system's specifications and performance requirements will be finalized and the SRD will be structured to clearly articulate the County's needs, requirements, and expectations for the new system.

The SRD will be the basis upon which the vendor's proposal will be evaluated. The vendor will be required to respond to all sections of the SRD, and include, where applicable, which features and capabilities are baseline capabilities and which are optional and at what cost. A detailed evaluation matrix will be developed to allow proposal evaluators to effectively determine if the proposal meets the specified requirements.

The County may want to consider requiring the vendor to submit cost information separately to enable the Project Team to evaluate the technical responsiveness apart from proposed costs.

The SRD will address specific operational, technical, and procedural areas, as well as support areas such as on-going maintenance and support. Typical items to be included in the SRD will include:

- The County's SRD response procedures and purchasing requirements, i.e. the terms and conditions;
- System functional & operational requirements;
- System performance requirements typically including but not limited to the following:
 - General requirements of the new system equipment including repeaters, remote receivers, voting comparators, and receive antenna system equipment.

- Any modifications to radio system connectivity utilizing microwave or other suitable broadband technology including future expansion requirements.
 - Potential backup options for site connectivity;
 - Where appropriate, support of existing reusable infrastructure (towers, equipment shelters, power systems, etc.)
 - Radio dispatch console equipment required for the new P25 system including control stations and dispatch interconnectivity directly to the new radio system.
 - System reliability and redundancy requirements to maintain operations under adverse conditions;
 - Information regarding system expansion and upgradeability to support the County for many years without the need for a "fork-lift" upgrade, in case funding for a new 700 MHz P25 simulcast system is not available in future years ;
 - System maintenance requirements
- Optional capabilities & equipment;
 - Local vendor support during the initial warranty period
 - System/vendor information & qualifications
 - System installation & acceptance testing requirements
 - System pricing, purchasing incentives, trade-ins, etc., and
 - System cutover requirements for transition to the new system without loss or degradation of service.

Upon completion of the initial draft SRD, RCC will submit the document to the County's Project Team and to the County's purchasing department for review. RCC will then meet with the team to discuss the SRD and its contents. Once all feedback and comments have been received, a single cycle of feedback and suggestions from the Project Team will be incorporated into the final document.

RCC will then finalize the SRD and provide the completed document in electronic format to the County. RCC will provide a list of qualified vendors that could potentially respond to the SRD and discuss how it should be submitted to the selected vendor.

Task 3—Work with the County in Selection of a Vendor

Prior to selecting a single vendor to respond to this SRD, RCC recommends that the County request that potential vendors be invited to provide an oral presentation to the County that discusses the experience and qualifications of their firms. This invitation will include a request to the vendors to provide details about the following:

- An overall description of their company, its experience with P25 systems, and its current service facilities;
- A description of its manufacturer affiliations;
- A description of their Field Service Department and its capabilities;
- Maintenance agreements and guaranteed response times.

RCC will work with the County to determine the best method of requesting and scheduling this presentation.

After the vendors have made presentations regarding their company and capabilities, RCC will meet with the County Team to compare notes and discuss the selection of the vendor that the P25 VHF proposal shall be formally requested from. RCC will develop a PowerPoint presentation for the selected vendor that provides an overview of what the County is requesting. RCC will conduct the presentation by providing a high level overview of what is included in the SRD.

Task 4—Assist the County's Project Team in Conducting a Meeting with the Selected Vendor to Present the SRD

Once a vendor has been selected by the County, the SRD will be provided to the vendor in electronic format and the vendor will be asked to develop a complete proposal including an overview of the proposed system and components, a detailed Statement of Work (SOW) and cost proposal. RCC's scope of work includes two days of scheduled site visits with the vendor to review the existing facilities allowing the vendor enough time to collect any information it needs in order to provide a complete and thorough proposal.

Task 5 – Conduct Initial Evaluation of Vendor Proposal

Task 5 includes two parts, 1.) Developing the evaluation methodology and tools for the proposal evaluation and 2.) The actual review and evaluation of the vendor proposal. RCC recommends that the Evaluation Committee include appropriate departmental representation that will participate in the review of the vendor proposal so that they have a good firsthand knowledge of the vendor's offering.

RCC recommends that the members of the Evaluation Committee serve as the voting members of the Committee. RCC's roll in the evaluation process will be to serve as the County's technical advisor to the Evaluation Committee. RCC will assist the staff in fully understanding the vendor's offering and will serve as a non-voting member of the Evaluation Committee.

RCC will assist the County in the development of a detailed proposal Evaluation Matrix that will be used in the evaluation of the vendor's proposal. The Evaluation Matrix will include relative weighting and vendor response scoring for the various system elements. RCC will help ensure that the weighting of operational items corresponds with the levels of importance designated by the Evaluation Committee. RCC will provide guidance regarding the weighting of technical areas and issues so that critical or important system aspects are properly accounted for. The Evaluation Matrix will be constructed to score and rank responses to the SRD document and will be designed to indicate the degree of conformance or nonconformance of the vendor's submittal. The development of the Evaluation Matrix will be fully completed and approved by the County prior to the vendor's proposal due date. When the proposal is received, the Evaluation Committee will utilize the approved Evaluation Matrix for scoring purposes.

Typically, approximately three to four weeks of time will be needed for RCC and the County team to complete the preliminary review of the vendor's proposal. Following the initial proposal review, a preliminary draft of the populated Evaluation Matrix will be



developed. The matrix may include questions for the vendor and a tentative set of findings that will be refined as the evaluation process proceeds.

Task 6 – Attend Vendor Oral Presentation

RCC recommends that the County have the vendor make an oral presentation to the County's Evaluation Committee to discuss their offering and answer any questions the County and RCC may have. This will give the vendor an opportunity to present their system solution, how it will be implemented, the affect on daily operations during the implementation and testing phase, and any requirements of the different user agencies.

RCC personnel will attend the vendor's oral presentation to ask questions as needed and to assist the Evaluation Committee in developing a more complete understanding of the vendor's offering. RCC will assist the Evaluation Committee in reviewing the vendors' responses to questions.

Task 7 – Develop Request & Evaluate Best & Final Offers

In an effort to further reduce system costs, RCC will assist the County in developing a Request for Best and Final Offer (BAFO). RCC will assist the County in evaluating the vendor's resulting response to the BAFO.

Task 8 – Finalize System / Vendor Selection

Upon conclusion of the BAFO process, RCC will incorporate the new information into the Evaluation Matrix and will update the evaluation scoring. RCC will schedule a meeting with the County staff on the Evaluation Committee to discuss the latest information and finalize the evaluation of the proposal as to how it meets the requirements contained in in the SRD. If it is determined at this point that pricing offered does not approach the level of pricing that might be offered in a competitive procurement, RCC will assist the County in determining whether or not to continue with the existing vendor or reconfigure the SRD for a competitive RFP process involving additional vendors.

In the event that the proposal is acceptable, RCC will assist the County in notifying the selected vendor to prepare for contract negotiation. Note: RCC always strives to avoid vendor protests in the procurement cycle, and has an excellent record in this regard. That said, a vendor can file a protest at any time for any reason. RCC generally does not include time or expenses in the project scope to address protests. If a protest occurs, RCC can assist the County in responding on a time and materials basis.

Task 9 – Support Contract Negotiations

RCC will assist the County in negotiating a contract with the selected vendor. RCC does not provide legal services therefore the County's Legal Council should participate in negotiations. RCC will however support the County team in the following areas:

➤ Assist in Contract Negotiations

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Development of a finalized comprehensive Statement of Work (SOW) is an integral part of contract negotiations for acquisition of the system. The SOW defines the responsibilities of both the vendor and the County in system implementation and acceptance testing. In addition, the SOW process will further define a number of system parameters which will directly affect the final contract price. RCC will assist the County in finalizing the SOW and negotiating the impact on final contract price due to changes sought by the County during the process.

➤ **Incorporation of Appropriate Acceptance Test Parameters for the system**

RCC will work with the County team to incorporate a stringent acceptance testing program prior to execution of a contract. System providers are more likely to agree to such performance requirements before a contract for the new systems is executed. The negotiation of testing requirements and pass/fail criteria becomes much more difficult after the contract is signed.

At the appropriate time when finalizing our scope and fees with the County, RCC will propose a specific amount of time and expenses to support contract negotiations.

Task 10 – Project Close Out and Preparation for Implementation Phase

Task 10 is to facilitate the transition from the procurement phase and sets the stage for the implementation phase.

Section**2****Cost Proposal****Professional Fees & Expenses**

The County may elect to increase or decrease the scope of work proposed, at which time the contract price between the County and RCC will be adjusted accordingly.

Payment Schedule

Payment terms are the same as in our current work underway with the County.

Change Orders and Reimbursable Expenses

Should the County, at any time during the project, desire services that are outside the agreed upon scope of work, RCC will prepare a quotation outlining the estimated effort, resources required, and cost for the requested service. Upon written approval of the quotation, RCC will provide the desired services at the agreed upon cost.

Anticipated expenses necessary for the execution of the project have been estimated and included in this section. Air travel, if needed, would be by standard coach and advanced fare discounts will be sought when practical. Unexpected out-of-pocket reimbursable expenses will be in addition to those estimated and will be billed at actual cost plus a 10% administrative fee. If unexpected expenses arise RCC will notify the County and will only proceed to incur such expenses if approved by the County in writing. RCC will make every effort to ensure that such expenses are reasonable and necessary. At this point, we do not anticipate any unexpected expenses. Such expenses usually occur when a client requests that RCC make additional unscheduled trips to their location, or the client requests additional copies of project documents above & beyond the number of copies included in the scope of work.

Professional Fees & Out-of-Pocket Expenses

Professional fees and expenses for the project are detailed in the following pages.

Pricing Assumptions - General

- Professional fees are based on the estimated time, travel, and expenses involved in completing the Scope of Work defined in this document. This may be adjusted by agreement by both parties if additional hours are needed and or the scope of work is modified.
- RCC has included 32 hours of time for contract negotiation assistance. If additional time is needed for this task, RCC can provide the additional assistance at the same hourly rates upon written approval of a change order from the County.



- In order to complete the project within the project budget, it is important that participating members of the County's project team attend the scheduled meetings to avoid having to schedule or reschedule unanticipated meetings, not currently in the work plan. RCC will work closely with the County to schedule meetings with reasonable notice for planning purposes.
- The fees and rates contained herein shall remain valid for 90 days from the date of this proposal.
- Hourly rates for professional fees beyond the scope of work will be based on RCC's standard rates.
- Any meetings required beyond those specifically addressed in RCC's work plan are subject to further negotiations of the scope of work. Attendance at regular (i.e. weekly, monthly, etc.) status meetings has not been included as part of this effort however a total of (16) visits by RCC personnel has been included for this phase of the project. RCC personnel will be on-site in Waxahachie for the following project events:
 - Project kickoff meeting and scheduled site visits to review the County's existing facilities (1 person, 4 visits)
 - Review meetings to discuss the Draft RFP or SRD (1 person, 2 visits)
 - Project meetings to discuss development of the Evaluation Matrix (1 person, 3 visits)
 - Proposal evaluation meetings and discussion (1 person, 4 visits)
 - Vendor oral presentation (1 person, 1 visit)
 - Contract negotiations (1 person, 2 visits)
- Electrical, mechanical, structural, civil, or other design engineering services not specifically indicated in this proposal have not been proposed.
- RCC will submit all written deliverables for one comment and review cycle.
- In order to be responsive to the County's needs, RCC respectfully reserves the right to move time, personnel, professional fees & expenses between project tasks as needed to complete the scope of work, as long as the total amount billed to the County does not exceed the total contract amount for fees & expenses.
- RCC has not included any time or expenses to address or respond to vendor protests. In the event that a protest arises and the County needs RCC's support, such support will be considered out of scope work and will be handled on a time and materials basis.
- Additional terms and conditions are subject to RCC Consultant's Services agreement already executed by the County.
- In the event that the SRD process is unsuccessful, i.e. the single vendor fails to provide an acceptable offer at an acceptable cost, RCC will work with the County to prepare a scope of work and cost quotation to pursue a system procurement via a competitive RFP process.

Regulatory Issues

- Please note that any frequency coordination and licensing fees to the appropriate licensing entities, whether to the FCC or to the frequency coordinating agency, must be paid directly by the County.

Pricing Tables

The following tables illustrate estimated costs for RCC involvement for either option.

Option 1 Pricing – RFP Development

			March 10, 2014	
RCC CONSULTANTS, INC. TECHNICAL SERVICES CONTRACT				
Ellis County System Replacement Project				
Ellis County Texas				
Radio System Replacement Project - Option 1 RFP Development				
Professional Fees				
	Hours	Rate	Subtotal	
Vice President General Manager	32	\$ 250.00	\$ 8,000.00	
Senior Consultant		\$ 175.00	\$ -	
Managing Consultant	380	\$ 185.00	\$ 70,300.00	
Administrative Assistant		\$ 72.00	\$ -	
Total	412		\$ 78,300.00	\$ 78,300.00
Travel and Per Diem Expenses				
		Rate	Subtotal	
Round Trip Airline Fares #1 @		\$ 350.00		
Round Trip Airline Fares #2 @		\$ 742.00		
Man Days per Diem @		\$ 175.00		
Days Rental Vehicle @		\$ 127.00		
1344 Miles @		\$ 0.55	\$ 739.20	
Total			\$ 739.20	\$ 739.20
General and Administrative Fee	10%	\$ 73.92	\$ 73.92	\$ 73.92
Miscellaneous Expenses				
			\$ -	
Grand Total				\$ 79,113.12

Option 2 Pricing – SRD Development

			March 10, 2014	
RCC CONSULTANTS, INC. TECHNICAL SERVICES CONTRACT				
Ellis County System Replacement Project				
Ellis County Texas				
Radio System Replacement Project - Option 2 Development of System Requirements				
Professional Fees				
	Hours	Rate	Subtotal	
Vice President General Manager	22	\$ 250.00	\$ 5,500.00	
Senior Consultant		\$ 175.00	\$ -	
Managing Consultant	312	\$ 185.00	\$ 57,720.00	
Administrative Assistant		\$ 72.00	\$ -	
Total	334		\$ 63,220.00	\$ 63,220.00
Travel and Per Diem Expenses				
		Rate	Subtotal	
Round Trip Airline Fares #1 @		\$ 350.00		
Round Trip Airline Fares #2 @		\$ 742.00		
Man Days per Diem @		\$ 175.00		
Days Rental Vehicle @		\$ 127.00		
1092 Miles @		\$ 0.55	\$ 600.60	
Total			\$ 600.60	\$ 600.60
General and Administrative Fee	10%	\$ 60.06	\$ 60.06	
Miscellaneous Expenses				
			\$ -	
			Grand Total	
			\$ 63,880.66	

**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, Ellis County is charged with providing for the safety and well-being of the public, including the provision of sound law enforcement and justice systems; and

WHEREAS, the Ellis County Commissioners' Court commends those officials and employees working daily to deter, prevent, and respond to crime in our community; and

WHEREAS, violent crimes in particular have a devastating effect on their victims; and

WHEREAS, the Ellis County Commissioners' Court recognizes that any person in any community may become the victim of a violent crime at any given time;

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court wishes to proclaim April 6 – 12, 2014 as Victims' Rights Week, and supports the community's efforts in implementing programs and services to assist the innocent victims of violent crime to recover physically, emotionally, and financially from the effects such crimes.

In witness thereof, signed the 24rd day of March, 2014.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Bill Dodson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Ron Brown, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk



Court Payment Card Processing Participation Agreement

This Payment Card Processing Participation Agreement ("Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Ellis County (the "Court").

WHEREAS, Tyler and the Texas Office of Court Administration ("OCA") have entered into a certain Electronic Filing Agreement dated November 8, 2012 (the "eFile Agreement") whereby Tyler has made available to Court Tyler's electronic filing system; and

WHEREAS, through the said electronic filing system, certain Registered Users may submit payment for statutory courts costs and fees through the eFile System provided Court is enrolled in a Court Payment Card Processing Participation Agreement; and

WHEREAS, Tyler has contracted with a national banking association ("Member"), a payment processor ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS, Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule 1; and

WHEREAS, Tyler shall submit Transactions on behalf of Court in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Court agree as follows:

A. Tyler shall furnish the services described in this Processing Agreement.

B. This Processing Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule 1. – Merchant Payment Card Processing Fees

IN WITNESS WHEREOF, this Processing Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

Court:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Merchant Payment Card Processing Agreement Terms and Conditions

1. ACKNOWLEDGEMENTS

1.1. By executing this Processing Agreement, Court is contracting with Tyler to obtain Card processing services on Court's behalf.

1.2. Court acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Court hereby consents to the use of such Processor, Members, and others to provide such services.

1.3. Any terms not otherwise defined herein shall have the same meaning as provided in the eFile Agreement which is incorporated herein by reference.

1.4. Court shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing the Member Bank Agreement, Court is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Court agrees to comply with Association Rules as they pertain to Transactions submitted for processing through the Tyler service. For purposes of processing Transaction hereunder, it is understood and agreed that references to "Merchant" herein and/or in the Member Bank Agreement are intended to mean the Court.

1.5. Court acknowledges that Tyler may have agreed to be responsible for Court's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Tyler shall be entitled to invoice Court for any fees, charges, debits or costs paid by Tyler arising out of any claim, complaint, or Chargeback made or claimed by a Cardholder with respect to any Transactions submitted by Court.

2. SETTLEMENT AND CHARGEBACKS

2.1. Merchant Bank Account. In order to receive funds, Court must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Court agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Court is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

2.2. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Court.

2.3. Retrieval Requests. Court is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Court is responsible for any Chargebacks that result from Court's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

3. FEES AND INVOICING

3.1. Schedule 1. Court agrees that Tyler may assess the fees set forth in Schedule 1 for services provided by Tyler in accordance with this Agreement.

3.2. Adjustments to Pricing. Tyler may modify the pricing on Schedule 1 with thirty (30) days' prior written notice. In addition, by giving written notice to Court, Tyler may change Court's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Court. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Court.

3.3. Payment of Fees. For payments that are initiated through the eFiling System, a convenience fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card. The convenience fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions will be paid.

4. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Court shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Court; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Court's existing Member Bank Agreement, then Court shall have the right to terminate this Processing Agreement.

5. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

5.1. Protection of Tyler Confidential and Proprietary Information. Court shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary information, and Court shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Court shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 5.1 and shall be responsible for breaches by such persons.

5.2. Judicial Proceedings. If Court is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Court shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Court nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Court may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Court uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

6. REPRESENTATIONS AND WARRANTIES

6.1. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

6.2. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.

7. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO COURT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

8. TAXES

8.1. Tax Exempt Status. Court is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

8.2. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

9. TERM, SUSPENSION, AND TERMINATION

9.1. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date hereof and shall continue in effect for three years; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 9.2.

9.2. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section 9.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

(ii) if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;

(iii) the failure by Court to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iv) breach of Section 5; or

(v) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Processing Agreement under Section 9.2(a)(i) unless it cooperates in good faith with the alleged breaching party during the cure period and compiles in good faith with the dispute resolution procedures set forth in Section 10 following such period.

(c) In the event either party terminates this Processing Agreement pursuant to this Section 9.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

9.3. Survival. The following provisions shall survive after the Term of this Processing Agreement: 5; 7; 8; Error! Reference source not found.10, 11 and 12.

10. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Court and Tyler's Vice President of Courts and Justice Systems Division assigned to Court's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Court's chief executive officer or other individual reasonably designated by Court and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation. The foregoing shall not apply to claims for equitable relief under Section 7.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

11.4. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.5. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

11.6. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

11.7. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

11.8. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Texas, without regard to or application of choice of law rules or principles.

11.9. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Court may, upon the written request, audit any and all records of Tyler relating to services provided herein. Court shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Court as a part of this Processing Agreement. Tyler shall make such books and records available to Court during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Court's sole expense.

11.10. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.11. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations

arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

11.12. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 5 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

12. CERTAIN DEFINITIONS

12.1. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Court has made.

12.2. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

12.3. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Court's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Court in breach hereof; (b) becomes available to Court on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Court prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Court independently of any disclosures made by Tyler.

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(Schedule 1)

Merchant Payment Card Processing Fees

MERCHANT: Ellis County

PROCESSING FEES

A convenience fee of 2.89% will be assessed to consumers for each electronic payment transaction initiated that flows through the eFiling System when using a credit or debit card.

ACCEPTED CARD TYPES

Visa, MasterCard, Discover and AMEX will be accepted.

OTHER FEES

A \$20.00 fee shall be assessed for each chargeback transaction received.

CHARGEBACKS AND CREDITS

Chargebacks and returns shall be withdrawn from the Merchant Bank Account.



SLG
SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"Subscriber": ELLIS COUNTY AND DISTRICT ATTORNEY	"LN": LexisNexis, a division of Reed Elsevier Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
149T4T	WAXAHACHIE, TX

3. CERTIFICATION

3.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	16
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3.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

3.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

3.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Texas Enhanced	SB0ETX	Full
(b)	American Jurisprudence and ALR	ZZYWVI	
(c)	Prosecutor/Public Defender Prem	ZZYXRD	
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	5/1/2014	to 4/30/2015	\$ 910.00
Beginning	5/1/2015	to 4/30/2016	\$ 939.27
Beginning	5/1/2016	to 4/30/2017	\$ 969.45
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until March 31, 2014. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.3 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.4 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

ELLIS COUNTY AND DISTRICT ATTORNEY
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and ELLIS COUNTY AND DISTRICT ATTORNEY, a state or local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "State Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the current or next fiscal year.
4. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Online Services and the Materials made available therein. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Online Services as set forth in the General Terms.
5. **Right to Terminate; Termination for Cause.** Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.
6. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
7. **Limitation of Liability.** Subscriber, as a State entity, may not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.
8. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.
9. **Warranties.** LN's warranties for the Online Services are set forth in the General Terms. Any provision in the Agreement which sets forth additional warranties is deleted.
10. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.
11. **Audit Rights.** Subscriber shall have the right to audit the billing records of LN with respect to the provision of the Online Services under the Agreement as permitted by applicable State law. Subscriber shall provide LN with not less than ten (10) business days advanced written notice of any such audit.

12. Confidential Information. Notwithstanding anything in the Agreement to the contrary, the Agreement does not protect information that: (a) was in the recipient's ("Recipient") possession before receipt from the discloser ("Discloser"); (b) is independently developed or acquired by or for Recipient without use of Discloser's proprietary information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of Recipient. LN agrees to employ industry standard security practices designed to minimize the introduction of malware or viruses and the threat of intrusion or hacking incidents. LN shall also comply with applicable data protection and breach laws in the performance of the Agreement. Accordingly, any provision in the Agreement which imposes specific security or encryption standards, or requires LN to provide notice of the release of confidential information within a set period of time is deleted.

13. Contract Amendment. All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised in accordance with Section 5.1 thereof), shall be in writing and signed by both parties.

14. Miscellaneous.

14.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.

14.2 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the State Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

ELLIS COUNTY AND DISTRICT ATTORNEY

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____



This Lexis® for Microsoft® Office – Lexis Advance™ Edition (“Lexis for Microsoft Office”) Addendum (“Addendum”) amends and supplements the terms of the Subscription Agreement (the “Subscription Agreement”) and the Subscription Plan Amendment (the “Amendment”), previously executed between LexisNexis, a division of Reed Elsevier Inc. (“LN”) and ELLIS COUNTY AND DISTRICT ATTORNEY (“Subscriber”).

1. Term.

The term of this Addendum (the “Addendum”) will begin on the day this Addendum is executed by Subscriber and will continue until the last Commitment Period set forth below (the “Term”). Notwithstanding the foregoing, this Addendum shall automatically terminate upon expiration of the Amendment. Although the Term of this Addendum will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the “Requirements”) are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber’s system via one of the installation processes set forth in Section 5.

2. Technical Requirements.

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must (a) have a paid-up license to the requisite Microsoft Office software; and (b) meet the technical requirements specified on the Lexis for Microsoft Office download site (www.lexisnexis.com/download-lexis-office) for the proper operation of the Software (collectively, the “Technical Requirements”).

3. License.

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

4. Lexis for Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.

4.1 In exchange for Subscriber’s monthly payment to LN of the Lexis for Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period (“Your Subscribed Product”). Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below.

LEXIS FOR MICROSOFT OFFICE			
“COMMITMENT PERIOD”	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE – WITH DOCUMENT TOOLS	“LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE”
5/1/2014 thru 4/30/2015		3	\$99.00
5/1/2015 thru 4/30/2016		3	\$100.00
5/1/2016 thru 4/30/2017		3	\$101.00
			\$
			\$

4.2 For purposes of this Addendum, the term “Authorized User” shall have the meaning set forth in the Subscription Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 105% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN’s request from time to time.

5. Installation.

In order to access Lexis for Microsoft Office, Lexis for Microsoft Office must be installed on Subscriber's system via one of the following installation methods: (Subscriber to check its election(s) below.)

- Standard Implementation –
In a Standard Installation, LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails ("Subscriber's Work") that it selects to be analyzed by Lexis for Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber's Work beyond the time required for processing (i.e., LN will not store Subscriber's Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

- Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis
- Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis
- Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber's environment.
- Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software. Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

6. Miscellaneous.

6.1 In the event of any conflict between the terms of this Addendum and the attached Exhibit A, the terms of this Addendum shall control.

6.2 Except as expressly modified by this Addendum, all other terms and conditions of the Subscription Agreement and the Amendment will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Subscription Agreement, the Amendment or this Addendum, this Addendum will control. The Subscription Agreement, the Amendment and this Addendum represent the entire agreement between the parties with

respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Addendum.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

AGREED TO AND ACCEPTED BY:

ELLIS COUNTY AND DISTRICT ATTORNEY

 SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Subscriber Implementation Information	
IT Administrator Name:	
IT Administrator Address:	
IT Administrator Phone Number:	
IT Administrator Email Address:	
Location of Primary Data Center(s)	
Subscriber User Locations (City, State)	Percentage of Users (%)

Name	Lexis for Microsoft Office Access	
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office – With Document Tools
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office – With Document Tools
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office – With Document Tools
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office – With Document Tools
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	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office – With Document Tools

EXHIBIT A

LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

a. Subject to the terms and conditions of this Lexis® for Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of Reed Elsevier Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® for Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Addendum"). Use of the Software is subject to the terms set forth in the Addendum including the number of Authorized Users and time period ("Term") set forth in the Addendum.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials

2. COPYRIGHT. LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft Office, Lexis for Microsoft Office – with Document Tools, etc.). The license granted herein is only to the Lexis for

Microsoft Software product offering you have selected in the Addendum (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis *for* Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis *for* Microsoft software product. If you wish to subscribe to any other Lexis *for* Microsoft software product, you must execute an Addendum with LN which contains the appropriate terms of use and charges for the applicable Lexis *for* Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, (c) that is more than two versions out of date, or (d) that integrates with or is designed for any platform that LN or Microsoft no longer supports in the normal and ordinary course of its support lifecycle and/or release cycle. For example, LN is not obligated to support software designed to work with Microsoft platforms that fall outside of the period in which complimentary support services are available as part of the Microsoft license or licensing program; or requires extended support plans that may require additional charges.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such change materially and adversely affects the Support Services, you may terminate the Addendum and this EULA upon 10 days' written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR SUBSCRIPTION.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis *for* Microsoft Office Addendum. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

8. TERMINATION.

Upon termination of the Addendum, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Addendum will not be an exclusive remedy and all other remedies will be available to either party whether or not the Addendum is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

10. UNITED STATES GOVERNMENT USE. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

11. EXPORT RESTRICTIONS. You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 This EULA, together with the Lexis *for* Microsoft Office Addendum, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any "click-through" license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

[End of Exhibit A]



This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and ELLIS COUNTY AND DISTRICT ATTORNEY, a state or local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "State Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the current or next fiscal year.
4. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Online Services and the Materials made available therein. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Online Services as set forth in the General Terms.
5. **Right to Terminate; Termination for Cause.** Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.
6. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
7. **Limitation of Liability.** Subscriber, as a State entity, may not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.
8. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.
9. **Warranties.** LN's warranties for the Online Services are set forth in the General Terms. Any provision in the Agreement which sets forth additional warranties is deleted.
10. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.
11. **Audit Rights.** Subscriber shall have the right to audit the billing records of LN with respect to the provision of the Online Services under the Agreement as permitted by applicable State law. Subscriber shall provide LN with not less than ten (10) business days advanced written notice of any such audit.

12. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, the Agreement does not protect information that: (a) was in the recipient's ("Recipient") possession before receipt from the discloser ("Discloser"); (b) is independently developed or acquired by or for Recipient without use of Discloser's proprietary information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of Recipient. LN agrees to employ industry standard security practices designed to minimize the introduction of malware or viruses and the threat of intrusion or hacking incidents. LN shall also comply with applicable data protection and breach laws in the performance of the Agreement. Accordingly, any provision in the Agreement which imposes specific security or encryption standards, or requires LN to provide notice of the release of confidential information within a set period of time is deleted.

13. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised in accordance with Section 5.1 thereof), shall be in writing and signed by both parties.

14. **Miscellaneous.**

14.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.

14.2 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the State Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

ELLIS COUNTY AND DISTRICT ATTORNEY

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Local Government Solutions, L.P.

Agreement Addendum:
LGS03-0019-008

Addendum to Master Services Agreement

In accordance with the Master Services Agreement, between Ellis County, Texas, hereinafter called "County" and Local Government Solutions, L.P., hereinafter called "LGS" the foregoing addendum is presented for approval. According to the contract process and procedures addendums must be submitted to document changes to "EXHIBIT A", SCHEDULE OF FEES AND EXPENSES of Agreement LGS03-0019 and approved by this court. Having elected to change previous agreed upon contractual elements, all parties now hereby agree as follows:

- 1) By Contract, LGS has historically provided desktop computers, monitors, keyboards, mice, printers, scanners, Backup Hard Drives, Dymo Label printers, and Microsoft Office software products to the Ellis County District Clerks office. Ellis County District Clerks office has deemed it to be in the counties best interest to own all future computer hardware. LGS is in agreement with the County and hereby relieves the County of any further obligations under the original agreement relating to desktop hardware.
- 2) Therefore, effective March 1, 2014 and for a sum of \$1.00 LGS will grant ownership of any existing hardware to the Ellis County District Clerks office including:
 - a. Dell OptiPlex computers with Microsoft Office software licensed on these computers.
 - b. Microsoft ergonomic keyboards and associated mouse.
 - c. HP LaserJet Printer
 - d. Hard Drive used for image Backup
 - e. Dymo Label Maker and Label Maker Turbo
 - f. Canon Model 3060cei Scanner
- 3) LGS will retain ownership and responsibility for the following computer hardware used in the Ellis County District Clerks office:
 - a. Dell R800 Series Server located in the Ellis County IT server Room.
 - b. Dell Server for the IVR Software
- 4) LGS will continue to provide our Integrated Case Management Software to the District Clerks office under the existing contract including all maintenance, support, updates,



Local Government Solutions, L.P.

Agreement Addendum:
LGS03-0019-008

modifications and new product features as required by changes in state and local government code.

In consideration of these modification, changes, and addenda, LGS will reduce the Ellis County District Clerks monthly invoice by \$1753.00 per month effective March 1, 2014, making the new reoccurring monthly fee \$5783.00.

Having considered and approved this matter in an open meeting of the Commissioners Court of Ellis County, the parties by their signatures below, represent they have read this entire Addendum, fully understand the conditions of this Addendum, have full authority to enter into this Addendum. All terms and conditions of the original Agreement shall remain in force except as modified herein.

EXECUTED this _____ day of _____, 2014.

Ellis County, Texas

Local Government Solutions, LP

Hon. Carol Bush
Ellis County Judge

William E. Hazeldean
President & CEO

Date: _____, 2014

Date _____, 2014

ATTEST:

Hon. Cindy Polley
Ellis County Clerk

Original to County Clerk
Copy 1 – To District Clerk
Copy 2 – To LGS

Return to : LGS
5870 Hwy 6 North
Suite 201
Houston, Texas 77084

Texas Boll Weevil Eradication Foundation, Inc. Parking Authorization Form

Please Print

District Office <i>Corsicana</i>	Zone <i>N/A</i>	Date <i>1 / 1</i>
Name <i>Dwayne White</i>	Job Title <i>AZM</i>	
Vehicle Make/Model/Year <i>2014 Dodge 1/2 Ton 4x4</i>	Vehicle # <i>178746</i>	

I understand I am not authorized to utilize the alternate parking area until I have received a copy of this form approved by the Headquarters office.

Employee applying for alternate parking: *Dwayne White*
Employee Signature

Point of Contact	Business Name	
Address	City/Zip	
Point of Contact Signature	Date <i>/ /</i>	Telephone # <i>()-</i>

How is location secured?

Justification for alternate parking:

Approval Signatures:

_____	/	_____	Date
District Supervisor			
_____	/	_____	Date
Zone Manager			
_____	/	_____	Date
Headquarters			
_____	/	_____	Date
Fleet Manager			

Expiration Date: <i>/ /</i>

- Attach map with scale
- Send all copies to Headquarters. Offices copies will be returned with signatures.

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County Texas
Department to Provide Services: Road and Bridge, Pct. 1
Basis of Authority to Provide Services:
Interlocal Agreement dated January 1, 2014
Per Commissioner's Court Minute Order No. 112.14

Local Government Requesting Services: City of Pecan Hill

Description of Project to be undertaken: Rebuild and resurface with 2 course chip seal and spot base as needed.

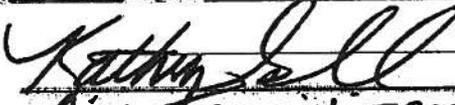
Location of Project to be undertaken: Kochell Lane

Requested by: Kathryn Nilsson
Department: City Secretary/Administrator

APPROVED in Open Commissioner's Court per Minute Order No. _____
On the _____ **day of** _____, 20____

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this 16th **day of** MARCH 2014.

Signature: 
Title: CITY ADMINISTRATOR
On Behalf of: CITY OF PECAN HILL, TX

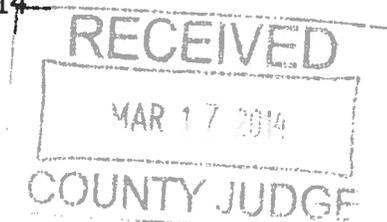


Meals-on-Wheels®

OF JOHNSON AND ELLIS COUNTIES

Serving the Children of Yesterday

March 14, 2014



Trustees

Paula Baucum
Chairperson

Brian Holley
Chair-elect

Paul Elkins
Treasurer

Cynthia Allen
Secretary

Paul Andow

Judge Bob Carroll

Richard Dormier

Steve Klein

Mitch Koger

Todd Little
Immediate Past Chairperson

Vinsen Faris, CFRE
Executive Director

Judge Carol Bush, County Judge
Ellis County Courthouse
101 West Main Street
Waxahachie, TX 76165-3709

Dear Judge Bush,

We are very appreciative of the continued support we are fortunate to receive from you and the Commissioners' Court. The financial support not only pays for many meals to those in need throughout Ellis County, but it encourages Ellis County citizens to support us financially as well.

It is my understanding that the approved allocation for this fiscal year is \$25,000. We would like to request payment of these funds at this time. Please note, we have served over 34,184 home delivered meals to our needy seniors!

Thank you again. We appreciate you!

Best regards,

Vinsen Faris

VHF/lp
Enclosure

APPROVAL
DEPT. Community Support
DATE 03.13.14
LINE ITEM 001-0140-50866

3.10



ELLIS COUNTY ELECTIONS

Bruce Sherbet, CERA
Elections Administrator

106 S. Monroe
Waxahachie, TX 75165
Bus. (972) 923-5195
Fax (972) 923-5194

March 19, 2014

TO: Carol Bush, County Judge

FROM: Bruce Sherbet, Elections Administrator

A handwritten signature in black ink, appearing to be "BS", written over the name "Bruce Sherbet" in the "FROM:" line.

SUBJECT: Lease Agreements for ADA Voting Equipment

Attached are lease agreements for ADA voting equipment for various entities that will be conducting elections on May 10, 2014. Please present the agreements for approval and signature at the next available commissioners court meeting.

If you have any questions concerning the lease agreements, please do not hesitate to contact me.

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF ALMA**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Alma, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF WAXAHACHIE**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF WAXAHACHIE, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

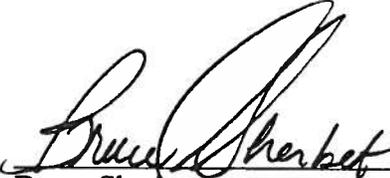
Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF ENNIS**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF ENNIS, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF ITALY**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF ITALY, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.
8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.
9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.
10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.
12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.
13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

LESSEE: Name of Entity CITY OF ITALY
 Name of Contact TERRI MURDOCH
 Address for Notice 101 W. MAIN
 ITALY, TX 76651

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

14. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.
15. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.
16. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
17. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.
18. Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.
19. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.
20. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF MILFORD**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF MILFORD, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF OVILLA**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF OVILLA, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF OAK LEAF**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF OAK LEAF, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF FERRIS**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF FERRIS, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF GARRETT**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF GARRETT, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

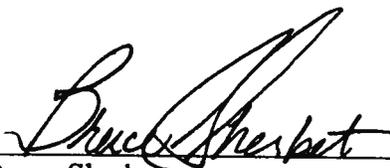
Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF MAYPEARL**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and CITY OF MAYPEARL, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
WAXAHACHIE INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and Waxahachie Independent School District, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS:** Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS:** Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS:** County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS:** The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS:** The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS:** The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS:** Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS:** County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
ENNIS INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is entered into on this 11th March 2014, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and ENNIS INDEPENDENT SCHOOL DISTRICT, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 24, 2014 through May 12, 2014** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to delivery and set-up of equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **TWO (2)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75165

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

Carol Bush
County Judge

By: _____
Signature

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

County Clerk, Ellis County



Bruce Sherbet
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____