

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

WHEREAS, in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease; and

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just seven percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage; and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 2,550 deaths will occur in Texas in 2015; and

WHEREAS, pancreatic cancer is the 7th most common cause of cancer-related death in men and women across the world; and

WHEREAS, the good health and well-being of the residents of Ellis County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments; and

NOW THEREFORE BE IT PROCLAIMED that the Ellis County Commissioners Court wishes to designate November 13, 2015 as World Pancreatic Cancer Day in Ellis County, Texas.

In witness thereof, signed the 10th day of November, 2015.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

- Old F1

ELLIS COUNTY BUDGET
~~2012/2013~~ LINE ITEM ADJUSTMENT
 2014/2015

Budget

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2012/2013~~ Budget as follows:

2014/2015

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-037050804	Postage	\$3,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-037050801	Supplies	\$3,000

John W. Brudger 10-29-15
 Signature of Department Head Date Signed

Tax Office
 Department

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

APPROVED THIS _____ DAY OF _____, 2012/2013

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

Approved by County Auditor's Office:

Hollen 10/30/15

Needs court approval

F2

ELLIS COUNTY BUDGET
-2014/2015 LINE ITEM ADJUSTMENT
2015/2016

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50807-00000-000	GENERAL MISC.	71,288.35

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50915-00000-000	ASPHALT	71,288.35


10-30-15
R&B PCT. 4
 Signature of Department Head Date Signed Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

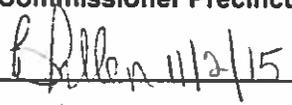
_____ County Judge

_____ Commissioner Precinct #1

_____ Commissioner Precinct #2

_____ Commissioner Precinct #3

_____ Commissioner Precinct #4

Approved by County Auditor's Office: 

Needs court approval

13

ELLIS COUNTY BUDGET
~~2014/2015~~ LINE ITEM ADJUSTMENT
2015/2016

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 006-0754-50807-00000-000	GENERAL MISC.	154,171.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 006-0754-50915-00000-000	ASPHALT	44,171.00
✓ 006-0754-50802-00000-000	PURCHASE OF EQUIPMENT	60,000.00
✓ 006-0754-50502-00000-000	WAGES	50,000.00

Kyle Butler 10-30-15 R&B PCT. 4
 Signature of Department Head Date Signed Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office: Balbin 11/2/15

Needs court approval

F4

ELLIS COUNTY BUDGET
~~2014/2015~~ LINE ITEM ADJUSTMENT
2015-2016

FD

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2014/2015~~ Budget as follows:

2015-2016 FD
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807-00000-000	FM1 GEN.MISC.	\$5,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50914-00000-000	FM1 SIGNS	\$5,000.00

D. O.
Signature of Department Head

11/4/15
Date Signed

Road & Bridge Pct.1
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

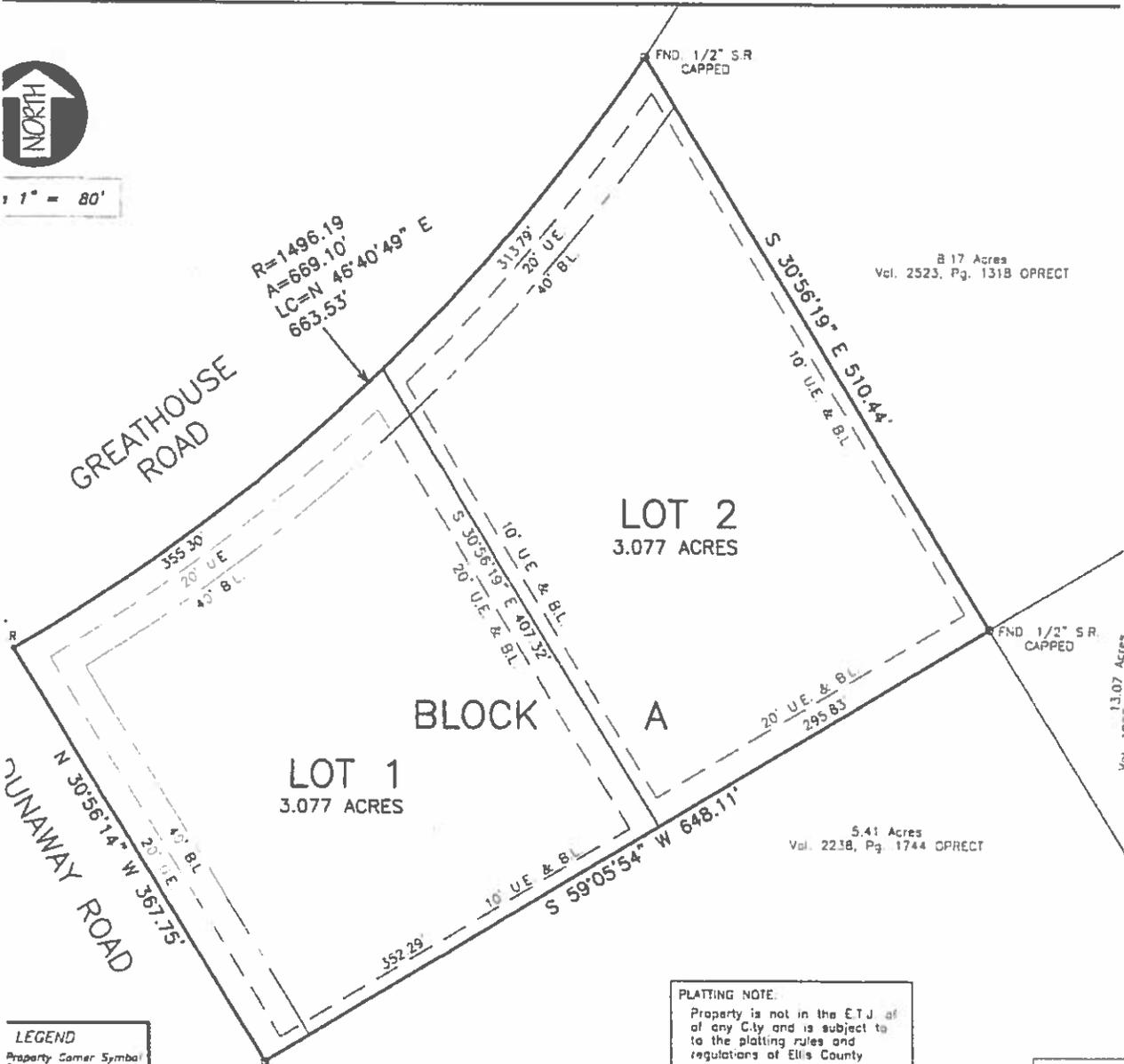
Approved by County Auditor's Office: FD Nov 11/4/15

Needs court approval

SP1



1" = 80'



8.17 Acres
Vol. 2523, Pg. 131B OPRECT

5.41 Acres
Vol. 2238, Pg. 1744 OPRECT

LEGEND

- Property Corner Symbol
- Found
- Steel Rod
- Steel Pipe
- Utility Easement
- Utility Pole
- Right of Way
- Point of Beginning
- Centerline
- Drainage Flow
- Spot Elevations

PLATTING NOTE:
Property is not in the E.T.J. of any City and is subject to the platting rules and regulations of Ellis County

NOTE:
No 100 year floodplain per FEMA FIRM Map # 48139C0325F
Zone: X Unshaded

Owner:
Lan R
540 Dr
Worsh
Phone

SURVEYOR'S DECLARATION
I, Walter Keven Davis, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground. All lot corners, angle points, and points of curve have been properly marked on the ground and this plat correctly represents that survey made by me.

Walter Keven Davis
Walter Keven Davis
Registration No. 4466



STATE OF TEXAS,
COUNTY OF ELLIS.
Certificates of approval by the Commissioners Court of Ellis County, I approved this date, the _____ day of _____, 2015.

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.

I, _____, undersigned authority, a Notary Public in and for the State of Texas, do hereby certify that I appeared Walter Keven Davis, known to me to be the person whose name is in the foregoing instrument and acknowledged to me that he executed the same as herein expressed and in the capacity stated.

My hand and seal this the 13th day of October, 2015.

Tracy Kelley
Tracy Kelley
Notary Public



County Judge

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

Public Works Director

SPI

STATE OF TEXAS;
COUNTY OF ELLIS: KNOW ALL MEN BY THESE PRESENTS:

That we, Lon R. Wakeland and wife, Bobbie G. Wakeland, being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES
6.154 Acres

BEING of that certain lot, tract or parcel of land situated in the Thomas Shockley Survey, Abstract No. 1020, and being all of that called 8.16 acre tract of land conveyed to Lon R. Wakeland and Bobbie G. Wakeland by deed recorded in Volume 1738, Page 1276, Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod found with a cap in the northeast right-of-way line of Dursey Road (a county road) and in the southeast right-of-way line of Greenhouse Road (a county road) for the east corner of said 8.16 acre tract, and being the same for the tract, with the bearing and distance for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of Northing = 8798571.81, Easting = 7454682.34,

THENCE along the arc of a curve oriented counter clockwise and to the left (Radius=495.18', LCh=46'40.49" E, 983.53 (feet) on arc length of 689.10 feet along the northeast line of said 8.16 acre tract and some for the tract, and along the southeast line of said Greenhouse Road, to a 1/2" steel rod found with a cap for the north corner of said 8.16 acre tract and some for the tract and being the east corner of a called 8.17 acre tract of land conveyed by deed recorded in Volume 2523, Page 1318 OPRECT;

THENCE South 30°38'18" East, 510.44 feet, along the northeast line of the said 8.16 acre tract and the tract, and along the southeast line of said 8.17 acre tract to a 1/2" steel rod found with a cap for the east corner of said 8.16 acre tract and being the same for the tract, and being the north corner of a called 5.41 acre tract of land conveyed by deed recorded in Volume 2238, Page 1744 OPRECT and also being the south corner of the 8.17 acre tract;

THENCE South 58°25'54" West, 648.11 feet along the southeast line of said 8.15 acre tract and the tract, and along the northeast line of said 5.41 acre tract to a 1/2" steel rod found with a cap for the east corner of said 8.16 acre tract and the tract and being the east corner of said 5.41 acre tract and also being in the northeast right-of-way line of said Dursey Road;

THENCE North 30°38'14" West, 367.75 feet, along the southwest line of said 8.16 acre tract and the tract, and along the northeast right-of-way line of said Dursey Road, to the POINT OF BEGINNING and containing approximately 6.154 Acres of land

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That we, Lon R. Wakeland and wife, Bobbie G. Wakeland, do hereby adopt this plat designating the heretofore described property as a Simplified Plat of LOT 1 and LOT 2, BLOCK A of WAKELAND ADDITION, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon, and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 21st DAY OF October, 2015

Lon R. Wakeland
Lon R. Wakeland

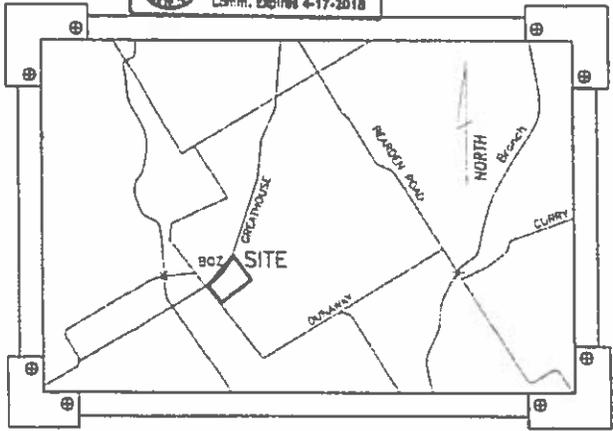
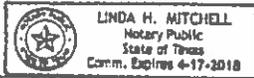
Bobbie G. Wakeland
Bobbie G. Wakeland

STATE OF TEXAS

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Lon R. Wakeland and wife, Bobbie G. Wakeland, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 21st DAY OF October, 2015

Linda H. Mitchell
Notary Public



LOCATION MAP SCALE : 1" = 2000'

SIMPLIFIED PLAT
LOT 1 AND LOT 2, BLOCK A
WAKELAND ADDITION

Being a 6.154 Acre Addition in
the Thomas Shockley Survey, Abst. 1020
Ellis County, Texas

REVISIONS	BY

DAVIS & MCDILL, Inc.
 (A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)
 CONSULTING ENGINEERS - LAND SURVEYORS
 P.O. BOX 428, WAXAHACHIE, TEXAS 75168
 PHONE: 972-938-1185 FAX: 972-937-0307

**ENGINEERS
D & M
SURVEYORS**

Date: <u>10-9-15</u>
Scale: <u>1"=80'</u>
Drawn: <u>Staff</u>
Job: <u>215-0453</u>
Sheet <u>1</u> of 1 sheets.

Wakeland and wife, Bobbie G. Wakeland
10411 Dursey Road
Dallas, TX 75165
72--J51-6500

development for
may be required

date:

212

STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS:

That I, Marie C. Willoughby, being the owner of that certain tract of land hereinafter described as follows.

FIELD NOTES
3.897 Acres

BEING all that certain lot, tract, or parcel of land situated in the L. Kelsey Survey Abstract No. 594, and being all of a called 4,000 acres tract of land conveyed to Marie Cawthon Willoughby, by deed recorded in Volume 237, Page 95 of the Deed Records, Ellis County, Texas (DRECT), and being more particularly described as follows:

BEGINNING at a railroad spike set in Marion Road (a public road) and in the northeast R.O.W. line of F.M. 157 (a state road) and being the south corner of said 4,000 acres tract and same for this tract, and being the west corner of a called 2,988 acres tract of land conveyed by deed recorded in Volume 2732, Page 1876, Official Public Records, Ellis County, Texas. (DRECT).

THENCE N 25°40'11" W, 324.80 feet. (Bearing basis per GPS observation), along right-of-way of said F.M. 157, and along the southwest line of said 4,000 acres tract and same for this tract to a 1/2" steel rod set for the northeast corner of said 4,000 acres tract and same for this tract and being the south corner of a called 0.2236 acre tract of land conveyed by deed recorded in Volume 426, Page 90 DRECT.

THENCE, along the northwest line of this tract as follows: N 59°57'09" E, 100.30 feet to a 1/2" steel rod set for the east corner of said 0.2236 acre tract and being the most southern corner of a called 52,988 acres tract of land as recorded by deed in Volume 2150, Page 1834, THENCE N 60°10'42" E, 387.92 feet, along the southeast line of said 52,988 acres tract to a 1/2" steel rod found for the north corner of said 4,000 acres tract, and same for this tract, and being the northwest corner of Lot 1 of Sunset Meadows, Phase 1, according to the plat thereof record in Cabinet F, Sides 357-358 Plat Records, Ellis County, Texas (DRECT).

THENCE S 30°52'23" E, along the northeast line of said 4,000 acres tract and same for this tract, and along the southwest line of said Lot 1, 288.92 feet, to a 1/2" steel rod found for a witness point of this tract and for the south corner of said Lot 1, in all a distance of 316.92 feet, to a railroad spike set for the east corner of said 4,000 acres tract and same for this tract and in said Marion Road.

THENCE S 59°21'00" W, 517.20 feet along the southeast line of said 4,000 acres tract and same for this tract and along said Marion Road to the POINT OF BEGINNING, and containing approximately 3.897 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Marie C. Willoughby, do hereby adopt this plat designating the hereinabove described property as a Simplified Plat of LOT 1 and LOT 2, BLOCK A of WILL STAR ESTATES, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS 21st DAY OF October, 2015

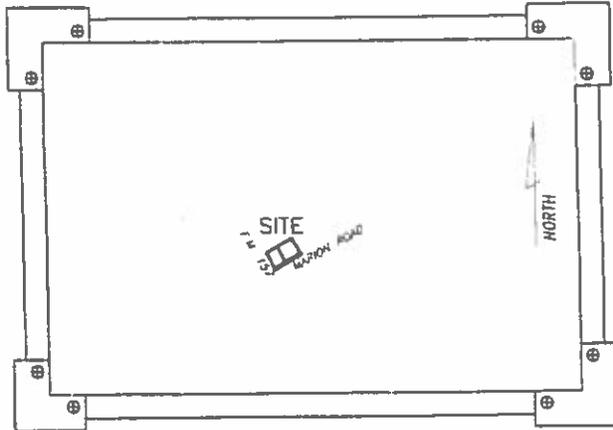
Marie C. Willoughby
Marie C. Willoughby

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Marie C. Willoughby, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF October, 2015

Tracy Kelley
Notary Public



LOCATION MAP SCALE : 1" = 2000'

SIMPLIFIED PLAT
LOT 1 and LOT 2, BLOCK A
WILL STAR ESTATES

Being a 3.897 Acre Addition in
the L. Kelsey Survey, Abst. 594
Ellis County, Texas

REVISIONS	BY

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 10/2/15

Scale: 1" = 50'

Drawn DWH

Job 215-0394

Sheet 1

of 1 sheets

C. Willoughby
465-253-8044

County, Texas
2015.

Judge, Carol Bush

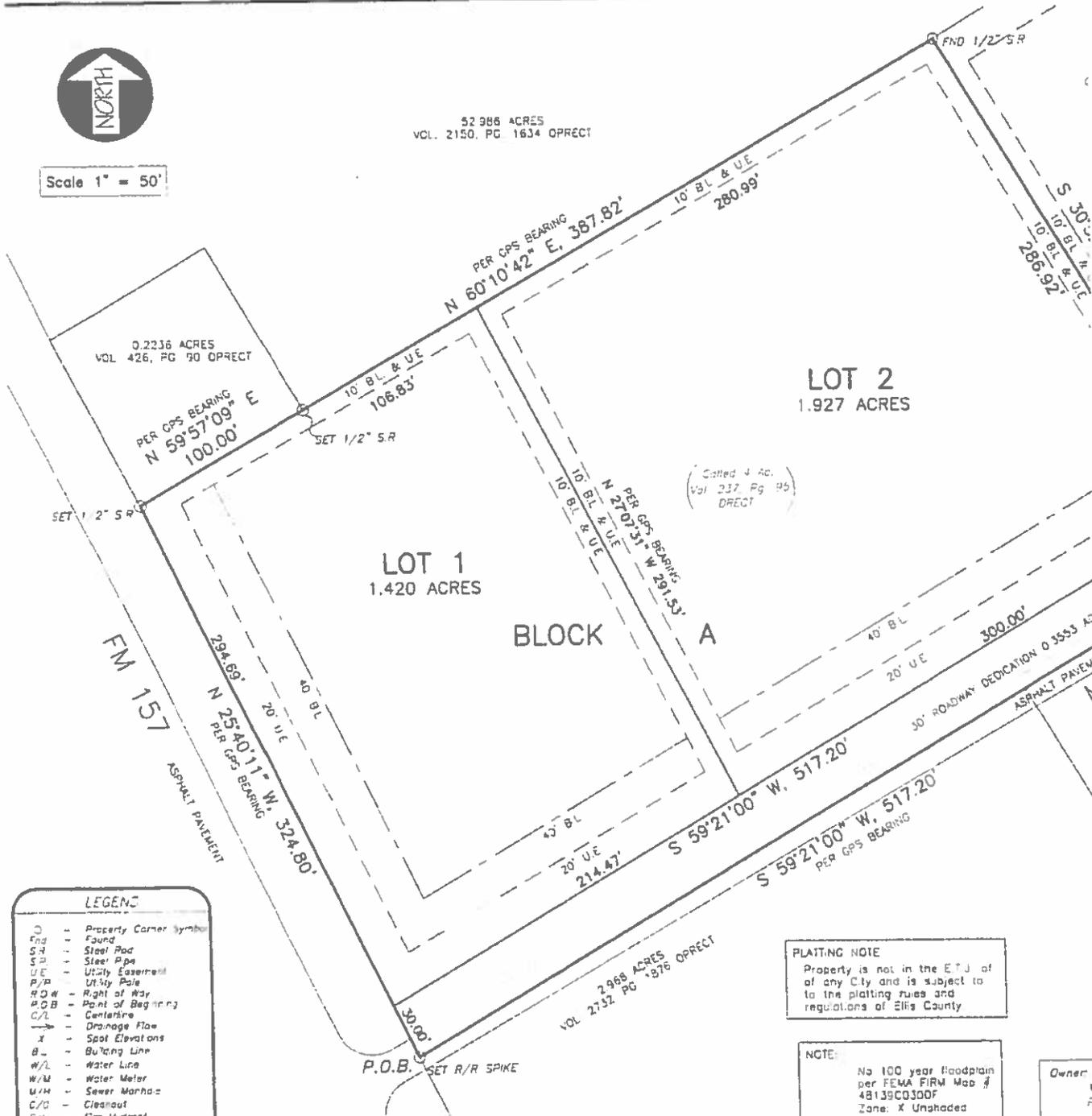
Right of Development
Information as may be

Date



52.988 ACRES
VOL. 2150, PG. 1634 OPRECT

Scale 1" = 50'



LEGEND

- - Property Corner Symbol
- End - Found
- SH - Steel Rod
- SP - Steel Pipe
- UE - Utility Easement
- UP - Utility Pole
- ROW - Right of Way
- P.O.B. - Point of Beginning
- C/L - Centerline
- - Drainage Flow
- X - Spot Elevations
- BL - Boundary Line
- W/L - Water Line
- W/M - Water Meter
- U/M - Sewer Manhole
- C/D - Cleanout
- F/H - Fire Hydrant
- W/V - Water Valve
- D.U.E. - Drainage & Utility Esmnt
- T/R - Telephone Riser

SURVEYOR'S DECLARATION

THIS is to declare that I, Walter Keven Davis, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground, and that all lot corners, angle points, and points of curve have been properly marked on the ground, and that this plat correctly represents that survey made by me

Walter Keven Davis
Walter Keven Davis
Texas Registration No. 4486



STATE OF TEXAS

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter Keven Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated

Give under my hand and seal this the 21st day of October, 2015

Tracy Kelley
Notary Public in and for the State of Texas



PLATTING NOTE
Property is not in the ETJ of any City and is subject to the platting rules and regulations of Ellis County

NOTE:
No 100 year floodplain per FEMA FIRM Map # 48139C0300F
Zone: X Unshaded

Owner: _____
Pr: _____

STATE OF TEXAS COUNTY OF ELLIS

Certificate of approval by the Commissioners Court of Ellis County Approved this date, the _____ day of _____

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.

This plat has been Preliminary/Final approved by the Dep for an on-site sewage facility system pending any and all require by the Ellis County Department of Development

Public Works Director

1.1

STATE OF TEXAS,
COUNTY OF ELLIS: KNOW ALL MEN BY THESE PRESENTS:

WHEREAS we, Jeffrey Voigts, Karen Voigts, John A. Posey, JR. and Rosette L. Posey are the owners of that tract of land situated in the in Ellis County, Texas as conveyed by deed as recorded in Volume 2824, Page 1707 Official Public Records, Ellis County, Texas (OPRECT) and Volume 1553, Page 5 OPRECT, hereinafter described:

Lot 19 and Lot 20, Block 3, Revised Lakegrove Addition, an Addition in Ellis County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 753, of the Plat Records of Ellis County, Texas.

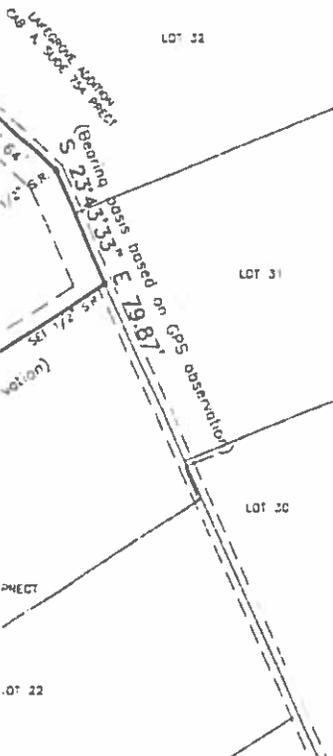
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS.

That we, Jeffrey Voigts, Karen Voigts, John A. Posey, JR. and Rosette L. Posey, are the owners do hereby adopt this plat designating the hereinabove described property as a Amended / Replat of Lot 19R and Lot 20R, Block 3, of REVISED LAKEGROVE ADDITION, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 25th DAY OF September, 2015.

Jeffrey Voigts
Jeffrey Voigts
Karen Voigts
Karen Voigts

John A. Posey
John A. Posey
Rosette L. Posey
Rosette L. Posey

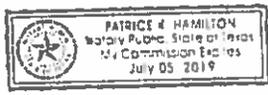


STATE OF TEXAS
COUNTY OF ELLIS

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Jeffrey Voigts, Karen Voigts, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th DAY OF September 2015.

Patrice K. Hamilton
Notary Public

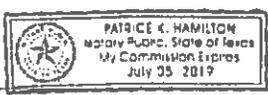


STATE OF TEXAS
COUNTY OF ELLIS

Before me the undersigned authority, a notary public in and for said state on this day personally appeared John A. Posey, JR. and Rosette L. Posey, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th DAY OF September 2015.

Patrice K. Hamilton
Notary Public



Owners / Developers:
Jeffrey Voigts, Karen Voigts, John A. Posey, JR. and Rosette L. Posey
3210 & 3220 Windridge Court
Midlothian, Texas 76065
Phone: 817-475-7711

LEGEND

- - Property Corner Symbol
- Fnd - Found
- SR - Steel Rod
- BL - Building Line
- UE - Utility Easement
- P/P - Utility Pole
- R/W - Right of Way
- P.O.B - Point of Beginning
- C/L - Centerline
- - Drainage Flow
- x - Spot Elevations
- DUF - Drainage and Utility Easement
- E.T.J - Extra Territorial Jurisdiction

I, Land Surveyor of the survey made on the ground, and properly marked on the map.



State of Texas, on this person whose name is subscribed to the same.

2015
KEVIN H. McDILL
Commission Expires
January 1, 2019

AMENDED PLAT (City) / REPLAT (County) Lot 19R and Lot 20R REVISED LAKEGROVE ADDITION

Being a replat of Lot 19 and Lot 20
Block 3, of Revised Lakegrove Addition
in the E.T.J. of the City of Midlothian
Ellis County, Texas

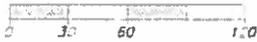
2 Residential Lots

ENGINEERS
D & M **DAVIS & McDILL, Inc.**
SURVEYORS
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

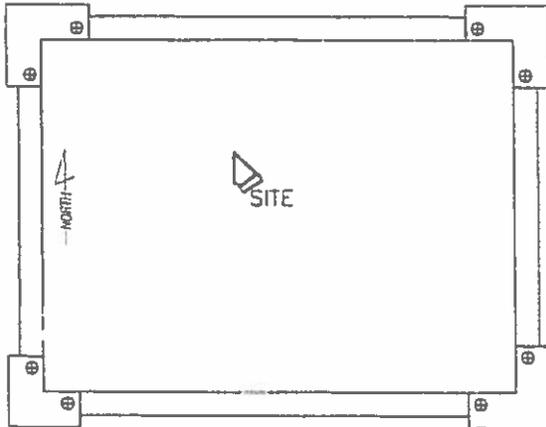
Drawn by: Kevin Huber Date June 9, 2015 Job no. 215-0143



Scale 1" = 60'



LOT 18
LAKEGROVE
CAB. B. SLIDE 228 PRECT



LOCATION MAP SCALE : 1"=2000'

R=50.00'
A=122.25'
LC=N 50°49'45" W
94.00'

WINDRIDGE COURT

PLANNING DEPARTMENT MINOR PLAT APPROVAL

THIS PLAT IS APPROVED BY THE PLANNING DEPARTMENT
OF WICHITA, TEXAS, THIS THE 30 DAY OF September 2015

Theresa A. Smith
PLANNING DIRECTOR

ATTEST *Jennifer Penn*
PLANNING ASSISTANT

GENERAL NOTES

- 100 YEAR FLOOD NOTE
A PORTION OF PROPERTY LIES WITHIN 100 YEAR FLOODPLAN PER FIRM MAP # 48139C0135F ZONE X UNSHADED ZONE A SHADED
- DRAINAGE NOTE
PERMANENT FENCING SHALL NOT BE ALLOWED WITHIN DRAINAGE EASEMENTS
- SEPTIC NOTE:
THIS SUBDIVISION WILL REQUIRE A SEPTIC TANK

STATE OF TEXAS
COUNTY OF ELLIS

Certificate of approval by the Commissioners Court of Ellis County, Texas
Approved this date, the _____ day of _____ 2015

County Judge Carol Bush

Cennis Robinson
Commissioner Precinct # 1

Lane Grayson
Commissioner Precinct # 2

Paul Parry
Commissioner Precinct # 3

Kyle Butler
Commissioner Precinct # 4

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.

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

Director, Department of Development

Date

AND 1/2" S.R.

LOT 34

See-Please See Cornerstone Plat
102 445 PG 115 OBJECT

APPROX LOCATOR 100
YEAR FLOOD PLAN

(Bearing basis based on GPS observation)
N 00°52'46" W 545.41'

10' DRAINAGE EASEMENT
10' DUE & BL

LOT 19R
BLOCK 3
2.787 ACRES

LOT 19

ORIGINAL LOT
LINE

LOT 20R
BLOCK 3
1.142 ACRES

LOT 20

FIND "N" CORNER

30' B.L.

NOTE

ALL PROPERTY AND LOT CORNERS ARE SET 1/2" STEEL RODS UNLESS OTHERWISE SPECIFIED ON THE PLAT

PLATTING NOTE

Property is in the E.F.U. of the City of Wichita and may be subject to their platting rules and regulations

SURVEYOR'S DECLARATION

This is to declare that I, Walter Keven Davis, a Registered Professional Surveyor in the State of Texas, have plotted the above subdivision from an actual survey and that all lot corners, angle points, and points of curves have been marked on the ground, and that this plat correctly represents that survey made

Walter Keven Davis
Walter Keven Davis
Texas Registration No. 4466

STATE OF TEXAS,
COUNTY OF ELLIS.

Before me the undersigned authority, a Notary Public in and for the State of Texas, personally appeared Walter Keven Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated

Given under my hand and seal this the 14 day of _____ 2015

Walter Keven Davis
Notary Public in and for the State of Texas



1.2

Subject: RE: Tanglewood Addition fire hydrant

September 17, 2015

Commissioners Court

Per our conversation with Mt. Peak water supply, they have informed me there is a 3 inch main water pipe that serves the Tanglewood Addition, specifically 881 N. Ward Rd., Midlothian, Tx. Therefore, Barbara Holley and I ask for a variance for the fire hydrant requirement for replat of this property.

Regards,
Robert Gerard and Barbar Holley

Lisa Yates

1.2

From: Kathleen Hamilton <Kathleen.Hamilton@Midlothian.tx.us>
Sent: Tuesday, September 08, 2015 4:44 PM
To: Lisa Yates
Cc: Alberto Mares
Subject: FW: Mountain Peak S.U.D. water line size on E. Wyatt @ Ward Road in Midlothian

Is this what you need?

Kathleen Hamilton

City of Midlothian
Planning Department
972.775.7123 office
Kathleen.Hamilton@Midlothian.tx.us

OPEN RECORDS NOTICE: This email and responses may be subject to Texas Open Records laws and may be disclosed to the public upon request. Please respond accordingly

From: Randy Kirk [<mailto:randelkirk@mtpeakwater.com>]
Sent: Tuesday, September 08, 2015 4:13 PM
To: Kathleen Hamilton
Subject: Mountain Peak S.U.D. water line size on E. Wyatt @ Ward Road in Midlothian

Kathleen,

The waterline size on E. Wyatt near the juncture of old Ward Road is a three (3) inch.
The nearest regulation fire hydrant is down E. Wyatt about 100 yards from U.S. Hwy 67.

If we can be of any further assistance, please contact us.

Thank you,

Randel Kirk
General Manager
Mountain Peak Special Utility District
5671 Waterworks Road, Midlothian Texas 76065
Ph# 972-775-3765
Fax# 972-775-6508
Cel# 972-935-4801
Email: randelkirk@mtpeakwater.com

1.3

OWNER'S CERTIFICATE

State of Texas.
County of Ellis:

LEGAL DESCRIPTION:

BEING all that certain lot, tract or parcel of land being all of LOT 1 of Tanglewood Addition, an addition in Ellis County, Texas, according to the plat thereof recorded in Cabinet C, Side 224 of the Plot Records of Ellis County, Texas (PRECT), said Lot 1 as conveyed to Barbara L. Holley by deed and recorded in Volume 2016, Page 699 of the Official Public Records of Ellis County, Texas (OPRECT).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That I, Barbara L. Holley, am the Sole Owner of all the following described tract of land herein proposed as a Replat of LOTS 1A and 1B of TANGLEWOOD ADDITION, (Being a Replat of LOT 1 of the TANGLEWOOD ADDITION), an Addition to Ellis County, Texas, and do hereby dedicate to the public use forever, the streets and easements shown hereon. The easements are hereby reserved for the purposes indicated. No permanent structures (buildings, fences, trees, shrubs, or paving) shall be constructed or placed upon, over or across said easements as shown, except with the written permission of Ellis County, Texas. Said easements being hereby reserved for the mutual use and accommodation of all public utilities. All and any public utility shall have the full right and privilege to remove and keep removed all or any parts of any buildings, fences, trees, shrubs, paving or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective utility system located within the easement, and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. The reconstruction, relocation, or other replacement of any buildings, fences, trees, shrubs, paving or other improvements or growths within such easements shall incur no responsibility or liability to the City of Midlothian, Texas (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility) There will be no permanent structures (buildings, fences, trees, shrubs, paving or other improvements or growths) or obstructions built, placed or planted within the 100 year flood plain designated as Floodway Easement. The maintenance of all easements shown hereon shall be the responsibility of the property owners.

This plat approved subject to all platting ordinances, rules, and regulations of the City of Midlothian, Texas

WITNESS my hand at Midlothian this 25 day of

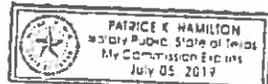
September
Barbara L. Holley
Barbara L. Holley

STATE OF TEXAS
COUNTY OF ELLIS:

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Barbara L. Holley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated

Gave under my hand and seal this the 25 day of Sept, 2015

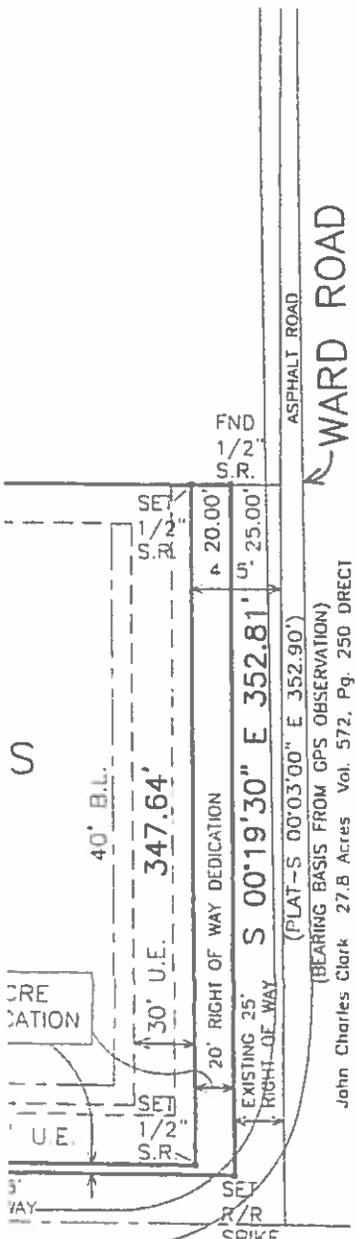
Patrice K. Hamilton
Notary Public in and for the State of Texas



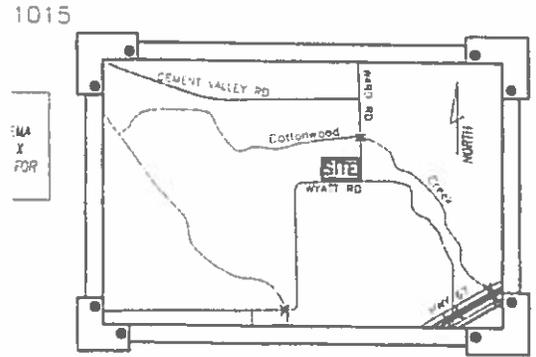
SURVEYOR'S DECLARATION

THIS is to declare that I, Walter Keven Davis, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground; and that all lot corners, angle points, and points of curve have been properly marked on the ground, and that this plat correctly represents that survey made by me.

Walter Keven Davis
Walter Keven Davis
Texas Registration No. 4466



Hubert B. Clark
100.67 Acres
Vol. 437, Pg. 102 DRECT



REPLAT
LOTS 1A and 1B
TANGLEWOOD ADDITION
(4.998 Acres)
Being a Replat of LOT 1 of the TANGLEWOOD ADDITION
An addition to the Extra Territorial Jurisdiction
(ETJ) of the City of Midlothian, Ellis County, Texas
2 Residential Lots

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

ENGINEERS
D & M DAVIS & McDILL, Inc.
SURVEYORS
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

d.d



Lease Agreement

Customer: ELLIS, COUNTY OF

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

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

Tax ID# : x

State or Local Government Negotiated Contract : 072719100

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7845PT (W7845PT TANDEM)	- 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC5740P S/N XEH070305 Trade-In as of Payment 36	11/27/2015
2. W7845PT (W7845PT TANDEM)	- 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC5755P S/N XEH070393 Trade-In as of Payment 36	12/11/2015

Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. W7845PT	\$208.87	1: BLACK	1 - 75,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	75,001+ All Prints	\$0.0051 \$0.0456	

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.</p> <p>Signer: _____ Phone: _____</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Blake Norman (469)426-2046</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 





Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. W7845PT	\$208.87	1: BLACK	1 - 75,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	75,001+ All Prints	\$0.0051 \$0.0456	
Total	\$417.74	Minimum Payments (Excluding Applicable Taxes)			

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your

legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

3.2

ELLIS COUNTY, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY OF ELLIS ADOPTING THE ELLIS COUNTY HAZARD MITIGATION ACTION PLAN, OCTOBER 2015

WHEREAS the Ellis County Commissioners Court recognizes the threat that natural hazards pose to people and property within Ellis County; and

WHEREAS the County of Ellis has prepared a multi-hazard mitigation plan, hereby known as Ellis County Hazard Mitigation Action Plan, October 2015 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS Ellis County Hazard Mitigation Action Plan, October 2015 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Ellis County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Ellis County Commissioners Court demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Ellis County Hazard Mitigation Action Plan, October 2015.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY OF ELLIS, TEXAS, THAT:

Section 1. In accordance with State law, the Ellis County Commissioners Court adopts the Ellis County Hazard Mitigation Action Plan, October 2015.

ADOPTED by a vote of in favor and __ against, and __ abstaining, this __ day of _____, _____.

By: _____

Carol Bush

ATTEST:

By: _____

Cindy Polley

APPROVED AS TO FORM:

By: _____

Ray Rike

This Emergency Ambulance Services Contract ("Contract") is made and entered into this 3rd day of January, 2016, at 7:00a.m. by and between the County of Ellis, a public entity ("County of Ellis"), and American Medical Response Ambulance Service, Inc., a Delaware corporation ("AMR").

- A. The County of Ellis is a political subdivision of the State of Texas (the "State").
- B. AMR is a licensed provider of high quality EMS with the capability to provide EMS within County of Ellis's jurisdiction.
- C. In order to assure that residents and visitors within the County of Ellis's jurisdiction receive appropriate EMS when required as a result of injury or illness, the County of Ellis's Governing Body (the "Governing Body") contracts with AMR for AMR to deliver specific EMS services in the described Service Area:
 1. Service Area means within Ellis County all Rural Area and Rural Remote Area excluding the Cities of Ferris and Midlothian and the unincorporated areas of Ellis County within ESD2 and ESD5. (See **Exhibit 1**).
 2. Rural Area means within Ellis County unincorporated areas outside the city limits of Red Oak, Ennis, and Waxahachie, not within ESD2 or ESD5 and not Rural Remote Area. (See **Exhibit 1-1**).
 3. Rural Remote Area means within Ellis County unincorporated areas 10 miles beyond the city center of Red Oak, Italy, Ennis, and Waxahachie, not within ESD2 or ESD5. (See **Exhibit 1-2**).

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Operating Area.

- 1.1 The County of Ellis authorizes AMR to provide EMS services within the Service Area. AMR shall be the exclusive 9-1-1 provider for the County of Ellis in the Service Area. The County of Ellis shall require all public safety answering points and communications facilities authorized to receive emergency medical calls and to dispatch emergency ambulances within the Service Area ("Communications Centers") to direct such calls to AMR in accordance with the dispatch protocols agreed upon by AMR and the County of Ellis ("Dispatch Protocols"). The County of Ellis shall require that all such emergency and non-emergency calls, including those received on seven digit numbers, be routed to AMR.
- 1.2 Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid contracts with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. All subcontractors ("Subcontractors") shall meet the applicable requirements of this Contract. The local EMS Administrator or Designee shall have the ability to approve or disapprove subcontractors as mutual aid partners.

2. Ambulance Services.

- 2.1 AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.
- 2.2 AMR shall respond to all requests for Services from a Communications Center using an MICU Ambulance. Each MICU Ambulance shall be staffed with two personnel, at least one of whom be licensed or certified as an Emergency Medical Technician—Paramedic (“Paramedic”) and at least one of whom shall be licensed or certified at the level of EMT-Basic.
- 2.3 All ambulances used to provide Services (the “Ambulances”) shall be licensed and equipped with all supplies and equipment required by State law and this Contract, and shall be maintained in good working order in accordance with AMR’s maintenance policies and procedures. The Ambulances shall also comply with the vehicle specifications set forth on **Exhibit 2**.
- 2.4 AMR will perform its own dispatching. Calls received by the PSAPs (Primary Safety Answering Points) within the Service Area shall be immediately transferred to AMR in accordance with the Dispatch Protocols as agreed upon by all parties. The County of Ellis agrees to allow AMR access to the established radio system utilized by the County of Ellis in order to complete EMS radio dispatch services for the County of Ellis. AMR will provide all radio and connectivity equipment to ensure appropriate use of established radio system(s). AMR will work collaboratively with County officials in the development of appropriate radio dispatch protocols.
- 2.5 AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.
- 2.6 AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry and particularly in conformance with the requirements in all **Exhibits**. To help assure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards.

3. Response Time Standards; Deployment.

This is a PERFORMANCE BASED Contract. AMR shall deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards set forth in **Exhibit 3** (“Response Time Standards”). In the event AMR’s overall response time compliance in the aggregate, is below 80% for any two (2) consecutive months, AMR shall deploy sufficient additional Ambulances to meet or exceed that level.

4. Term.

- 4.1 AMR shall commence providing Services hereunder effective January 3rd, 2016, and this Contract shall continue in full force and effect for three (3) years, through January 2nd, 2019 (the “Initial Term”).

4.2 This Contract shall be renewed for one or more extension terms of 2 years ("Extension Terms"), unless the County of Ellis determines that AMR has failed to materially comply with the requirements of this Contract during the preceding term. In the event of non-renewal, the County of Ellis shall notify AMR in writing of such non-renewal and the reasons therefore at least 180 days in advance of the commencement date of the Extension Term. In the event the County of Ellis fails to provide such written notice, this Contract shall be deemed extended for such Extension Term.

5. County of Ellis's Consideration.

As part of the consideration of AMR's undertakings hereunder, the County of Ellis shall provide the following to AMR:

- 5.1 The County of Ellis shall pay AMR a subsidy in the amount of \$33,210.00 per year, payable in 12 equal payments of \$2,767.50, which shall be made no later than the 5th of each month.
- 5.2 Subject to Section 2.4, the County of Ellis shall perform, or assist AMR in performing, dispatching services by accepting and processing call in its Communications Centers, in accordance with the Dispatch Policies.

6. Termination.

- 6.1 Notwithstanding Section 4, the County of Ellis may terminate this Contract in the event of material breach ("Material Breach") by AMR of this Contract. Material Breach shall include:
 - (a) Failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;
 - (b) Failure to provide the data or access to records as required by this Contract within ten days of written notice by the County of Ellis citing the relevant section of this Contract;
 - (c) Failure to comply with any other material provision of this Contract.
- 6.2 As a condition precedent to termination by the County of Ellis, the County of Ellis shall provide AMR with no less than 30 days advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event AMR shall have cured the Material Breach within such 30 days period, or such longer period as may be specified in the Breach Notice, this Contract shall remain in full force and effect. In the event the County of Ellis reasonably deems AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, the County of Ellis shall provide AMR with a notice of termination ("Termination Notice"), setting forth the specific reasons the County of Ellis believes AMR remains

in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than 30 days from the date of the Termination Notice.

- 6.3 AMR may appeal the County of Ellis's Breach Notice or Termination Notice, by filing a notice of appeal ("Appeal Notice") with the County of Ellis's Governing Body at least twenty days prior to the Termination Date. Following receipt of such Appeal Notice, the Governing Body shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice or Termination Notice, as the case may be. The County of Ellis's Governing Body may affirm or reverse the Breach or Termination Notice, or may provide AMR with additional time within which to cure the Material Breach. Notwithstanding Section 6.2, this Contract shall remain in effect until the County of Ellis's Governing Body has issued a written decision following the appeal. The written decision of the County of Ellis's Governing Body shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.
- 6.4 AMR shall post a performance bond in the amount of \$500,000.00 to secure its performance of this Contract. The performance bond may consist of either a surety bond issued by a licensed insurer or a letter of credit issued by a licensed bank. In the event of Material Breach by AMR and resulting termination by County of Ellis, the County of Ellis shall be entitled to draw upon that bond or letter of credit.
- 6.5 AMR or the County of Ellis may terminate this Contract without cause upon 180 days written notice to the other party.
- 6.6 In the event of termination by either party for any reason, or of expiration of this Contract, AMR shall cooperate with the County of Ellis and with the successor provider to help assure a smooth transition.

7. Billing and Payment.

- 7.1 AMR shall be solely entitled to perform, and responsible for performing, billing of patients and third party payers for EMS Transport Services provided hereunder. The County of Ellis shall not bill, or permit any other party to bill patients or third party payors, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an Emergency Call.
- 7.2 AMR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.
- 7.3 AMR shall further comply with the rate requirements set forth in **Exhibit 5**. The County of Ellis agrees that it may increase such rates on an annual basis in an amount equal to any increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. County Average, average of "Medical Care" and "Transportation" Major Groups (or any successor indices)] Further, AMR may request an additional increase based on cost factors such as unexpected or unusual increases in the cost

of fuel, supplies or labor, or new regulatory or patient care standards, and the County of Ellis shall grant any such request if supported by credible documentation.

8. Records.

- 8.1 AMR shall maintain accurate books, documents and records reflecting the Services provided and all bills or claims submitted to patients or third party payers. All such records should be prepared and maintained in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and applicable regulations promulgated thereunder ("HIPAA").
- 8.2 Subject to all applicable laws and regulations, the County of Ellis shall be entitled to review and inspect such records to the extent necessary to assure compliance with the terms of this Contract. Any such review or inspection shall occur at AMR's premises, during regular business hours, upon not less than two full business days' advanced written notice.

9. Mutual Cooperation.

- 9.1 The parties shall fully cooperate with each other to assist AMR in the performance of this Contract.
- 9.2 Each party shall designate a primary liaison, who shall be the primary point of contact for the other party in connection with the performance of this Contract. In the event either party is dissatisfied with the other party's conduct or performance related to this Contract, the primary liaison for each party shall meet and confer, with such other personnel as they may deem appropriate, in order to informally resolve such issue, if possible.

10. Insurance.

AMR shall maintain, throughout the term of this Contract, the insurance coverage specified on **Exhibit 6**. AMR shall furnish to County of Ellis certificates evidencing such coverage prior to the effective date hereof, and providing for no less than 30 days advance written notice to the other party prior to the diminution or cancellation of such coverage.

11. Indemnification.

AMR WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY OF ELLIS, ITS EMPLOYEES, OFFICERS, AND AGENTS AGAINST ANY CLAIMS, LIABILITY, LOSSES, OR DAMAGES ("CLAIM") INCURRED BY THE COUNTY OF ELLIS WHICH ARISE FROM ANY BREACH OF THIS CONTRACT OR ANY NEGLIGENT, INTENTIONAL OR OTHER TORTIOUS ACT OR FAILURE TO ACT OF AMR RELATED TO THE PERFORMANCE OF THIS CONTRACT. THIS PROVISION SURVIVES THE TERMINATION OF THIS CONTRACT. COUNTY OF ELLIS WILL PROMPTLY NOTIFY AMR OF ANY CLAIM AGAINST THE COUNTY OF ELLIS WHICH IT EXPECTS TO GIVE RISE TO A DUTY OF INDEMNITY BY AMR.

12. Response Fees

AMR will comply with the response times described in **Exhibit 3**. Because the damages for failure to comply with the response times described in **Exhibit 3** are difficult to calculate the parties have agreed that the failure to respond timely as described in **Exhibit 3** will be governed by the calculations in **Exhibit 3**. AMR will pay fees for those delays in responding as set forth in **Exhibit 3**.

13. Miscellaneous Provisions.

13.1 Any notice required or permitted by this Contract shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to County of Ellis:

County Judge
County of Ellis, Texas
101 W. Main St.
Waxahachie, TX 75165

Copy:
County & District Attorney
Ellis County Courts Building
109 S. Jackson St.
Waxahachie, TX 75165

If to AMR:

General Manager
American Medical Response
4099 McEwen Avenue, Suite 200
Farmers Branch, Texas 75244

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

13.2 This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

13.3 This Contract (including the Exhibits and any attachments thereto, which are incorporated herein by this reference) constitutes the entire Contract between the parties with respect to the subject matter hereof, superseding all prior oral and written Contracts with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment. Notwithstanding the foregoing, the parts of AMR's proposal to the County of Ellis listed on **Exhibit 7** are deemed incorporated into this Contract; provided, however, that in the event of any conflict between the other provisions of

this Contract and the parts of such Proposal incorporated herein, the other provisions of this Contract shall be deemed to control.

- 13.4 AMR agrees not to differentiate or discriminate in its provision of Services to patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, disability or age.
- 13.5 Nothing in this Contract shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise. No waiver of any breach of any provision of this Contract shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 13.6 Neither party may assign this Contract nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party, except as provided in Section 1.2 herein. This Contract shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- 13.7 The prevailing party in any action arising from this Contract shall be awarded attorneys' fees and costs of that action.
- 13.8 It is not the intent of either party to this Contract that any remuneration, benefit or privilege provided for under this Contract shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Contract. Any payments or other consideration specified in this Contract are consistent with what the parties reasonably believe to be the fair market value for the services provided.
- 13.9 In the performance of this Contract, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Contract shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and the County of Ellis administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
- 13.10 Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 13.11 AMR has made available to the County of Ellis a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the County of Ellis acknowledges receipt of such documents. AMR warrants that its personnel shall

comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

13.12 Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within 5 days of knowledge of such fact, and the other party may immediately terminate this Contract, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

13.13 Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Contract, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Contract, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

13.14 Each individual executing this Contract on behalf of any entity which is a party to this Contract represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity. This Contract may be signed in counterparts.

IN WITNESS WHEREOF, each party hereto has caused the Contract to be executed in its name effective January 3, 2016.

American Medical Response Ambulance Service, Inc.

By: _____
Leslie Mueller, Regional CEO - South

County of Ellis

By: _____
County Judge
County of Ellis

Attest: _____
County Clerk

EXHIBIT 1

COUNTY OF ELLIS SERVICE AREA

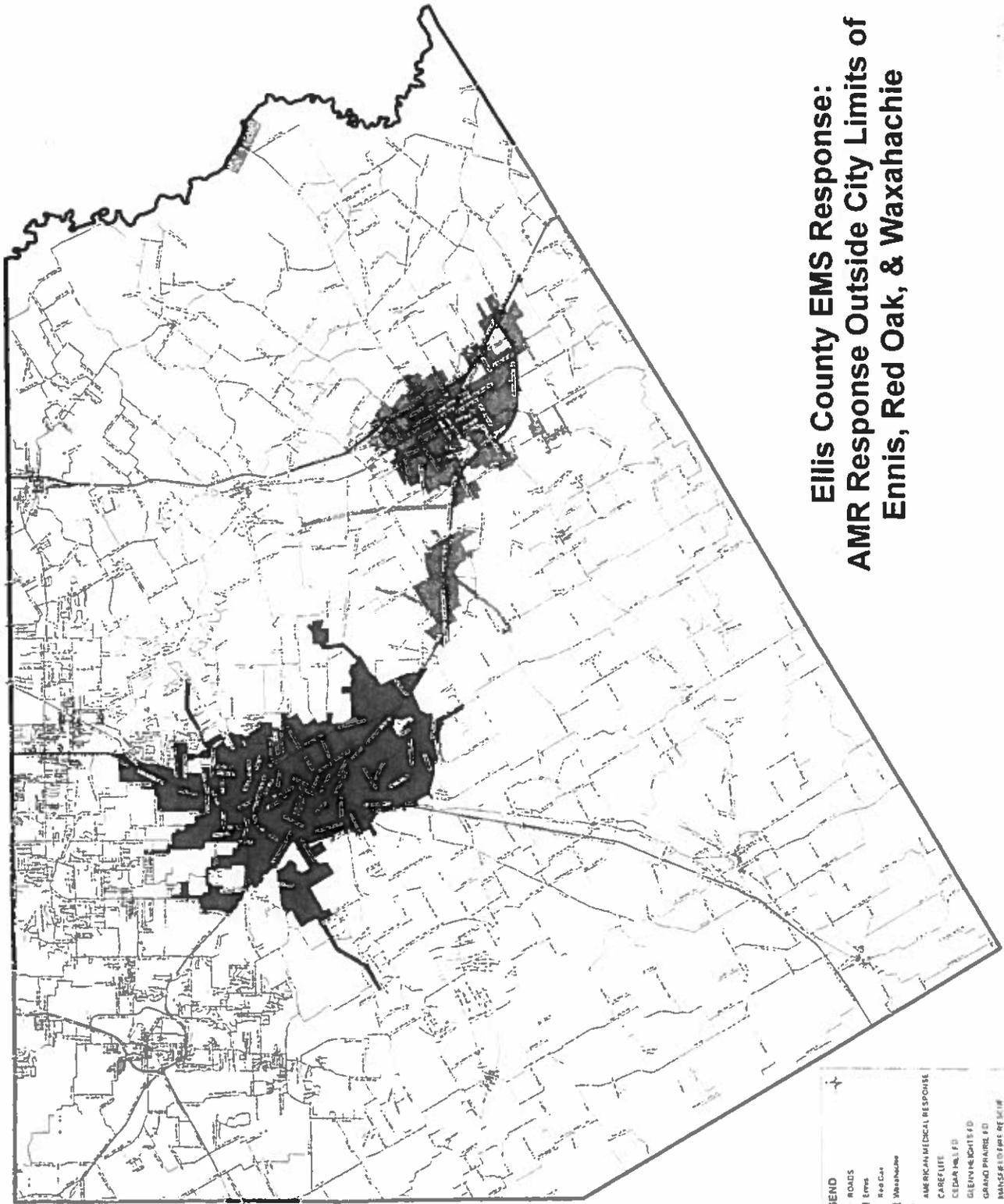
The Service Area shall consist of the following areas:

BOUNDARIES

Remote Area **Exhibit** 1-1

Rural Remote Area **Exhibit** 1-2

Ellis County EMS Response: AMR Response Outside City Limits of Ennis, Red Oak, & Waxahachie

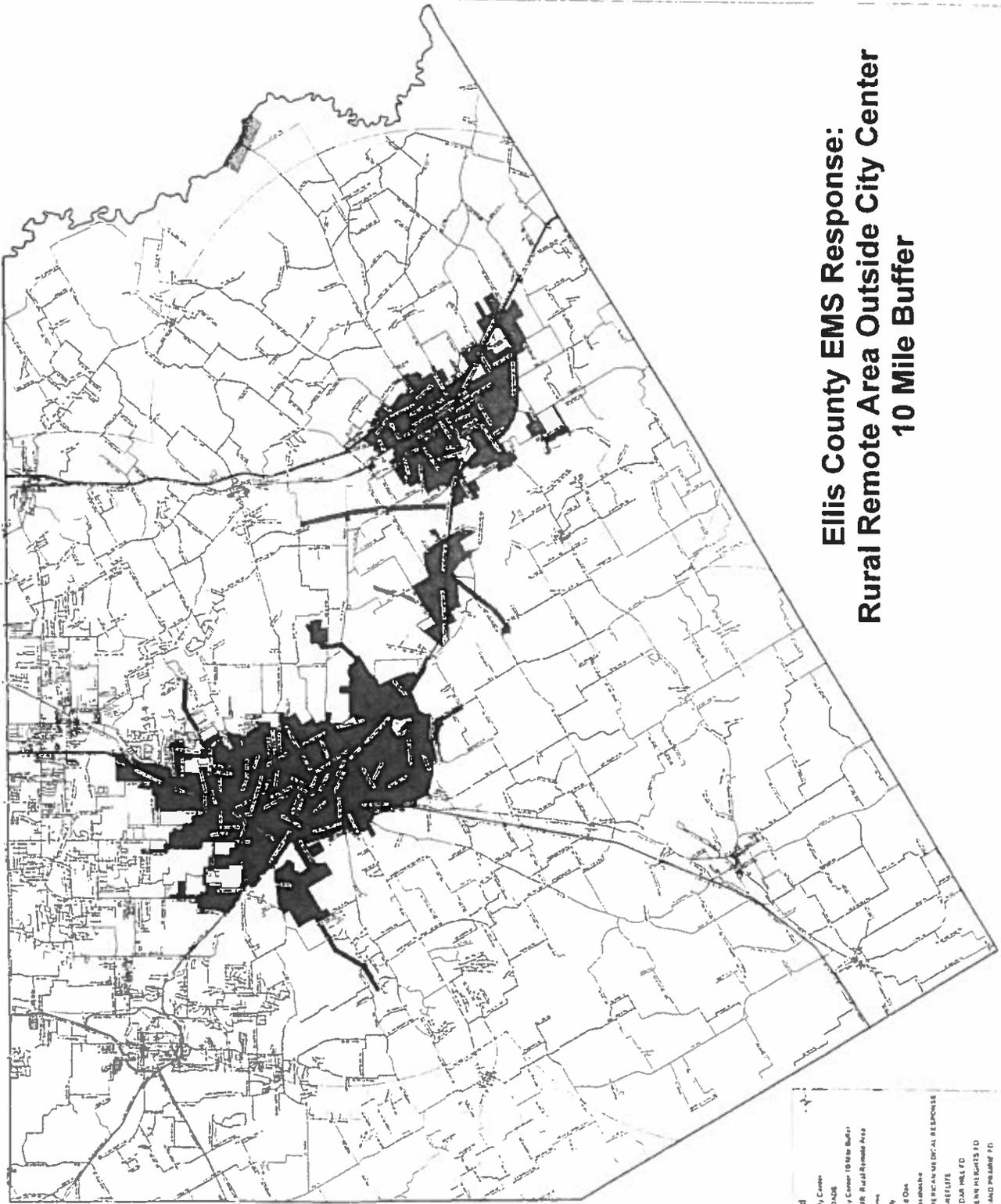


LEGEND

- ROADS
- EMR EMS
- Red Oak
- Waxahachie
- EMS
- AMERICAN MEDICAL RESPONSE
- CAREFLITE
- CEGAR HELL FD
- GLENNHIGHT FD
- GRAND PRAIRIE FD
- MANSAUR FD FIRE RE NEW
- MOULTONBANK FD
- WAXAHACHIE FD

Exhibit 1-1

Ellis County EMS Response: Rural Remote Area Outside City Center 10 Mile Buffer



Legend

- City Center
- ROADS
- City Center 10 Mile Buffer
- AMR Rural Remote Area

0 1 2 Miles
 0 1 2 Miles

AMERICAN MEDICAL RESPONSE
 CARELITE
 CEDAR HILL FD
 CLEAN HEIGHTS FD
 GRAND PRairie FD
 MANSFIELD FIRE RESCUE
 MIDCOT HALL FD
 VENUS FD

Exhibit 1-2

EXHIBIT 1-3

PROVIDER SERVICES

Exclusive Provider

AMR shall have the right to provide, and shall provide, directly or through agreed upon Mutual Aid Contracts, the following services within the Service Area:

Utilizing a IFT provider will ensure that IFT transports in our area are provided by a provider who has demonstrated their qualifications, performance record and financial stability, thereby increasing the confidence of our citizens and healthcare facilities.

AMR will strive to respond to all Emergency Inter-facility transfers within 30 minutes, and non-Emergency Inter-facility transfers within 60 minutes of the requested time. If AMR is unable to fulfill the time/distance obligation, they will communicate directly with the requesting facility, to assist in coordinating the arrangements of the transfer to fulfill the facility's needs.

Operational Expectations

AMR shall provide and manage the delivery of emergency medical services. This Contract will be a performance contract, not level-of-effort contract; however the following conditions are baseline expectations. AMR is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

Staffing

AMR is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of this Contract. AMR will maintain one supervisor not assigned to an ambulance for the Service Area twenty-four hours per day. AMR should attempt to employ EMTs, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ EMTs and Paramedics with experience, knowledge and history of the Service Area should be considered first.

- a. The parties understand that the EMS System requires professional and courteous conduct at all times from AMR's field personnel, middle management, and top executives. AMR shall employ highly trained EMTs, Paramedics and support staff to provide patient care and to operate AMR's vehicles and equipment.
- b. Each EMT and Paramedic shall be physically capable of performing the tasks assigned by AMR, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. During the performance of services described in this Contract employees shall conform to the AMR's dress code which shall conform to DSHS guidelines.
- c. The parties understand that training and educational requirements change from time to time for EMTs and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. AMR agrees that the EMS QRC may require

additional training or education for EMTs and Paramedics for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the AMR.

- d. AMR shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off duty. AMR shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, and voluntary or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.
- e. AMR shall provide working conditions that assist in attracting and retaining highly qualified personnel. AMR shall offer its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties.
- f. All Contract personnel shall be trained and receive certification as current level National Incident Management System (NIMS) compliant.
- g. The AMR shall have in place a third party independent testing program for random drug screening of all personnel providing response under the Contract. Further, AMR will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be immediately relieved of duty until there is clinical proof to the contrary.
- h. AMR shall have a Standard Operations Manual (SOP) that describes expectations, requirements, and practices of daily operations, and how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the EMS Administrators or their designees at the beginning of the Contract. Likewise, any updates must be given the EMS Administrators or their designees immediately upon being implemented. AMR and Ellis shall work together to create policies that coincide and do not contradict each other.
- i. Complaints from the EMS Administrators or their designees directed at level of care, response or employee action or inaction shall be answered within forty-eight (48) hours to include actions taken (i.e. disciplinary action and other corrective measures).
- j. It shall be of the utmost importance that employees of AMR strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- k. AMR shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the Contract. The Entities are

to be provided with reports on driver performance as requested by the EMS Administrators or their designees and the QRC.

- i. AMR shall have staff available and a toll free phone number capable of discussing and resolving billing questions.
- m. System ambulance's shall be staffed with a minimum of one (1) paramedic and (1) emergency medical technician.
- n. The AMR may not offer incentives by way of additional salaries or wages or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transport.
- o. Ensure clinical performance consistent with Department of State Health Services (DSHS) and Medical Director Standards and implement reasonable changes accordingly.
- p. AMR may not offer incentives by way of additional salaries or wages or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transport.

Service Deployment Model

9-1-1:

AMR will provide 7 primary, emergency, full time, type I MICU level ambulances, each of which will be staffed with at least one (1) Paramedic and at least one person licensed as an Emergency Medical Technician – Basic ("EMT") or higher for the Service Area 24 hours per day, and will provide 1 rotating 12-hour unit and 2 backup units. AMR will comply with the response time requirements set forth in Appendix B.

AMR will provide at least one (1) supervisor assigned to a quick response vehicle, twenty-four (24) hours a day, seven (7) days a week, who will be available for immediate response to emergencies, deliver supplies and equipment to the ambulances, supervise AMR personnel on a daily basis and be on call if needed.

IFT:

AMR will provide 3 primary, IFT, full time, type III MICU level ambulances, each of which will be staffed with at least one Paramedic and at least one person licensed as an Emergency Medical Technician – Basic ("EMT") or higher for the Service Area 24 hours per day, and will provide 2 backup units as deemed necessary by AMR.

9-1-1 ambulances shall not be utilized for IFT services. IFT ambulances may be used as backup units for 9-1-1 services.

Transfer ambulances shall be equipped and staffed at the MICU level with a minimum of one (1) EMT and one (1) Paramedic.

QRV:

AMR will deploy at least one (1) Quick Response Vehicle ("QRV") 24/7 within the service area; staffed with a Paramedic. AMR has the ability to stop the clock upon QRV scene arrival.

When an ambulance is taken out of service for preventative or routine maintenance or repairs of any kind, another ambulance shall be put in place of the ambulance being taken out of service until such time as the other ambulance is returned to service. If the downtime of the unit shall be over four (4) hours, the EMS Administrators or their designees shall be notified of such and shall also be notified when a replacement unit is put in service in its place.

AMR shall make emergency services (as defined by NFPA standards) available to all persons within the Service Area of the County of Ellis Texas.

Patient Transport Considerations:

AMR shall provide emergency medical treatment and transport from the scene to the closest appropriate health facility based upon the chief complaint/illness/injury.

AMR shall utilize the North Central Texas Trauma Regional Advisory Council (NCTTRAC) guidelines for appropriate destination determination.

Patients and/or guardians have the right to request transport to a facility of their choice. However, it is the responsibility of the AMR staff to communicate to the patient and/or guardian the potential adverse effects on the outcome of the patient's condition if the requested hospital is not the closest, most appropriate facility to treat their condition. Once this is communicated, the patient and/or guardian retains the privilege of making the final decision of the hospital the patient shall be transported to as long as said hospital is within the Dallas/Ft. Worth metroplex.

When necessary, AMR will utilize the closest available air ambulance, regardless of the provider of the air ambulance.

AMR agrees that for ambulance services provided to the County for patients in custody, such as transports after an arrest or transports to/from the jail facility, AMR agrees to charge the County only the Medicare rate current as of the date the service is provided. The County shall only be charged if the patient is not released and remains in the custody of County law enforcement.

AMR shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and shall provide copies of all such pertinent documents to the local EMS Administrators or their designees.

Subject to AMR's reasonable policies and procedures regarding same, AMR shall give authorization to the County of Ellis dignitaries and members of the Law Enforcement Departments to ride out as observers. Likewise, AMR shall permit members of the County of Ellis Fire Departments to ride out as interns.

AMR's policies and procedures may address, among other things, the requirement of written waiver and indemnity Contracts, dress codes, conduct codes and the like.

Mass Events / Proactive Preparedness:

AMR shall provide a standby ambulance and emergency medical personnel for standby upon request of the local EMS Administrators or their designees or the Sheriff at no additional charge to the County when there is reason to believe a life threatening public emergency presently exists or is imminent in the Service Area which includes mass gathering events, inclement weather forecasts of snow, ice, thunderstorm warnings, and tornado warnings as well as structure fires, technical rescues, water rescues, and hazardous materials responses. This shall be within the guidelines approved by the QRC. The number of additional units shall be coordinated by the AMR and the local EMS Administrators or their designees.

AMR shall participate in community disaster drills as requested by the Sheriff within AMR's resources and guidelines for such activities.

Ensure disaster readiness including strict compliance with the National Incident Management System (NIMS).

AMR shall comply with all adopted and approved Emergency Operations Plans or Successor Plans of the Entities. AMR will participate in the County Local Emergency Planning Committee.

Radio Communication and Interoperability:

AMR will be responsible for supplying vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Ellis County and all necessary first responders in the Service Area. AMR will utilize industry standard radio communications, paging and alerting at all times. AMR will be responsible for purchase, installation, repair and any replacement of AMR owned equipment.

AMR will provide EMS (ambulance) dispatch services, including radio infrastructure, communications with First Responders and other emergency services. A communications plan must be coordinated with the Fire Chief, dispatch manager.

AMR will provide capability to record all radio traffic and to record emergency and non-emergency telephone calls and other communications with AMR's dispatch center.

Ellis may choose to install Automatic Vehicle Locators (AVL) hardware compatible with the Fire Departments CAD providers to be used by 911 Dispatch to track and locate the closest appropriate ambulance for emergency calls. All vehicles shall be equipped with a compatible transponder to be tracked by AMR dispatch.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. Radios shall have the ability to operate on frequencies used by Ellis County and all necessary first responders in the Service Area.

Dispatch, Reporting, and Monitoring

AMR shall furnish all manpower and supervision for the operation of a centralized dispatch center. AMR shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

- a. A third party or sub-AMR dispatching provider will not be allowed without prior approval by the County.
- b. AMR will receive calls for emergency ambulance service that are initially answered by a PSAP then transferred to AMR.
- c. AMR may receive calls from PSAP via telephone, radio, or other means.
- d. AMR must be capable of receiving TTY/TDD communications in accordance with Americans with Disabilities Act/Department of Justice requirements.
- e. AMR will provide professional Emergency Medical Dispatch (EMD) with Medical Priority Dispatch System (MPDS) protocols and pre-arrival instructions using International Academies of Emergency Dispatch (IAED) certified Emergency Medical Dispatchers or other County approved national accredited program.
- f. AMR will utilize accepted dispatch quality assurance programs and follow the compliance requirements of the IAED Accreditation Center of Excellence performance standards.
- g. AMR shall equip each emergency vehicle with automatic vehicle locating (AVL) equipment that is capable of being monitored by the dispatcher center at all times and shall allow the County access to see unit availability and vehicle in real time and communicate response progress to first responders in real time with the parties understanding and agreeing that AVL equipment and program operates on a twenty (20) second delay.
- h. AMR shall utilize GIS software compatible with NCTCOG mapping data in order to expedite responses.
- i. AMR may use the most current map published by the County GIS and Addressing Department.
- j. AMR shall have separate dispatch and field operations supervisors on duty at all times and will be jointly responsible for posting assignments and other adjustments to field assignments.

Ambulance Radio Communications 9-1-1 Calls:

AMR ambulances shall establish communications via radio with either the County dispatch or the first responder unit:

- a. Acknowledgment of the call

- b. Unit identification
- c. Location unit is responding from and ETA (If responding from outside the district)
- d. Response priority
- e. Ambulance diversion
- f. Transport destination and priority
- g. Available back in district, the Medic unit assigned to Ellis or a post units that responds to a post assignment shall check available in district via the radio

Community Relations:

AMR is responsible for ensuring high-performance service through employing good business practices, community partnerships and customer service to fulfill the terms of this Contract.

- a. Maintain and pay for Internet presence, telephone listings and/or advertising.
- b. Maintain and support superior working relationships with air medical transport providers, first responders, and law enforcement.
- c. Notify the County in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the County.
- d. Participate in monthly meetings, planning, and improvement with public safety partners.

Outcome-Centered, Prehospital Emergency Care

minimum clinical compliance of 96% for each applicable patient

Deteriorating Patient	<ol style="list-style-type: none"> 1. Adult patients receive an early warning score assessment 2. Patients with an early warning score of four (4) or greater transported within ten (10) minutes of MICU arrival with early hospital notification
ST-segment elevation myocardial infarction (STEMI)	<ol style="list-style-type: none"> 1. Adult patients with non-traumatic chest pain administered aspirin (if not allergic) 2. Adult patients with non-traumatic chest pain to have 12-lead electrocardiogram (ECG) performed with direct activation of interventional cardiology team 3. Adult patients >35 years old with non-traumatic chest pain treated and transported by EMS who receive a pre-hospital 12 lead ECG 4. Suspected STEMI patients transported to a STEMI Receiving Center with pre-hospital call received at EMS PSAP to Device (PCI) < ninety (90) minutes
Pulmonary Edema	<ol style="list-style-type: none"> 1. Nitroglycerin administered (if no contraindications) 2. Continuous positive airway pressure (CPAP) attempted before endotracheal intubation
Asthma	<ol style="list-style-type: none"> 1. Beta-agonist administered
Seizure	<ol style="list-style-type: none"> 1. Blood glucose measured 2. Benzodiazepine administered for status epilepticus
Trauma	<ol style="list-style-type: none"> 1. Scene time limited to < ten (10) minutes (Excluding entrapped time) 2. Direct transport to trauma center (or transfer to air transport) for patients meeting criteria
Cardiac Arrest	<ol style="list-style-type: none"> 1. Cardiac arrests identified by MPDS receive pre-arrival CPR instructions 2. Response interval for CPR and defibrillator < five (5) minutes
Stroke	<ol style="list-style-type: none"> 1. Suspected stroke patients receive an evidence-based stroke scale assessment 2. Suspected stroke patients receive a blood sugar assessment 3. Patients arrive at the designated Stroke Center within three (3) hours of symptom onset

Reporting and Review

The County QRC shall conduct a monthly evaluation of the performance of AMR for the first six (6) months of the Contract and quarterly evaluations thereafter utilizing criteria the QRC determines to be relevant.

- a. In addition, the EMS Administrators or their designees may conduct intermittent evaluations as directed by the QRC or at such times specified by the County. This will include but not be limited to issues of mere compliance with the terms of the Contract.
- b. AMR's performance should exceed the minimum requirements of the Contract.
- c. Each month, a response time report and a response time exception report shall be submitted to the EMS Administrators or their designees by the close of business on the 10th of each following month.
- d. The QRC may request performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.) and to include individualized action plans to improve performance when it is lacking.
- e. Monthly statistics on prioritization of calls, locations, call type, and hospital transport destination.
- f. Patient payer mix report submitted to the EMS Administrators or their designees each quarter.
- g. Driver performance reports shall be provided as requested.

The EMS Administrators or their designees shall be notified within four (4) hours whenever the following occurs:

- a. The employment of any person involved in the delivery of services related to the subject of the Contract and the notification shall provide necessary certification of the person.
- b. The separation/termination or the employee status change of any of the AMR's employees involved in the delivery of services related to the Contract, and a change in the AMR's method of delivery of services, management or supervisory structure (such changes shall require prior approval by the EMS Administrators or their designees).

Contract Monitoring

The following represents the desired conditions for ongoing monitoring of EMS for quality, efficiency and contract compliance.

- a. Information shall be made available as described in this Contract on a timely and accurate basis and as described above.

- b. Information provided shall be consistent with dispatch logs, run reports and other data without prior edit or adulteration.
- c. Information will be verifiable by County without undue or extensive effort.
- d. Information will be accessible by the County through the use of internet access, direct software connection(s) or other state of the art retrieval technologies. The Parties agree and understand that protected health information ("PHI"), as defined by 45 CFR § 160.103, or individually identifiable health information, as defined by 42 U.S.C. § 1320d, will not be available over the internet or in any method that violates the above stated statutes.

SUBSCRIPTION PLAN

In addition to the Services described above, AMR shall provide to the County of Ellis's residents AMR's Subscription Plan. The Subscription Plan is subject to change in AMR's sole discretion.

AMR's subscription program, called "Ambu-Care", saves residents hundreds of dollars and covers all household family members 26 years of age or younger.

To become a member, County of Ellis residents pay AMR a non-refundable and non-transferable fee of:

- \$60.00/year with Primary and Secondary insurance
- \$67.50/year with primary insurance only, or
- \$400.00/year with no insurance

Members who receive medically necessary advanced or basic life support emergency or non-emergency ambulance services from AMR as a result of an 'emergency medical condition,' shall pay nothing out of pocket.

"Medical necessity" for purposes of determining whether any emergency or non-emergency transport qualifies for the membership benefit shall be determined by AMR using the standards of the Medicare program, which are also used by many other insurance programs. AMR reserves the right to require a certificate of medical necessity from a qualified physician in determining medical necessity.

AMR reserves the right to cancel completely or to offer alternate subscription programs in the future.

EXHIBIT 2

VEHICLE SPECIFICATIONS

All AMR ambulances used for emergency patient transportation shall be in good physical appearance as well as working operational and mechanical condition for the patient and crew members. This shall remain in effect unless otherwise approved in writing by the EMS Administrators or their designees and the QRC.

Each AMR ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901 and 1917.

AMR Equipment shall be available to allow ambulances to travel in inclement weather conditions including snow or ice.

Each AMR ambulance shall have a standalone box with an independent AC unit capable of shoreline power as well as generator or alternator power.

Each AMR ambulance shall meet current FDA requirements for drug storage.

Each AMR ambulance shall not exceed mileage of 250,000 miles. Likewise, all EMS equipment assigned to AMR ambulances shall be properly maintained and serviceable at all times. AMR shall provide monthly maintenance records for all ambulances and EMS equipment utilized in the Contract area. Each AMR ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license numbers. All AMR ambulance for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director and all rules and regulations promulgated and set forth in any state and local ordinance. All AMR ambulances shall be equipped with Power Patient Cots to reduce possible injury of responders.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by all Entities covered by the AMR's Contract in the Service Area.

AMR's radios will be what is accepted for use with each entity's radio systems. Programming for the radios will only be approved through QRC authorized programmers and programming shall be at the expense of AMR.

AMR will supply vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Dispatch System of each entity in County covered by AMR's Contract.

AMR will install Automatic Vehicle Locators (AVL) hardware compatible with the Entities' CAD providers to be used by 911 Dispatch to track and locate the closest appropriate ambulance for emergency calls.

All AMR vehicles shall be equipped with a compatible transponder to be tracked by AMR dispatch.

EXHIBIT 3

RESPONSE TIME STANDARDS

Response Time Compliance Entity	Urban Response Time	Rural Response Time	Rural Remote Response Time
Ellis	NA	Less than 15 minutes	Less than 20 minutes

1. **Definitions.** For purposes of the foregoing, a “Dispatch” shall be deemed to have occurred when AMR acknowledges receipt of all information required to respond, as specified in the Dispatch Protocols, to the address or other location specified by the Communications Center (“Destination”). AMR shall be deemed to have arrived at the Destination when the Ambulance comes to a stop at the Destination or, in the event of an unopened gate or other obstacle which impedes the Ambulance from proceeding to such destination, when the Ambulance stops at such obstacle. In the event a call is upgraded or downgraded, the applicable Response Time shall be the response time assigned to the lower of the two applicable codes. In the event an Ambulance is reassigned in route to another location, the time of Dispatch shall be deemed to be the time of such reassignment.

2. **Exemptions.** In determining whether AMR has met the Response Time Standards for each category of call during any calendar month, calls which fail to meet the applicable Standard for reasons beyond AMR’s reasonable control, including but not necessarily limited to the following reasons, shall be excluded from both the numerator and the denominator of the calculation:
 - a. Requests during the first 12 hours of a local disaster or a disaster in a neighboring jurisdiction to which an AMR ambulance is dispatched;
 - b. The Communications Center provides inaccurate or incorrect information regarding the Destination;
 - c. Inclement weather condition of ice, snow, or heavy rain exists; or
 - d. The response for an emergency request may also be excluded when the EMS Administrators or their designees and AMR determines there is a good cause for an exception. AMR shall submit all requests for an exception no later than thirty (30) days after the end of the month in which the call in question was performed. The County of Ellis shall decide whether to grant the exception and communicate its decision to AMR no later than 30 days after the County of Ellis’s receipt of AMR’s request.

3. **Response Time Reports.** In order to assist the County of Ellis in determining whether AMR has met with the Response Time Standards for any calendar month, AMR shall provide, on or before the 10th day of each month for calls the preceding month, a summary of all responses, which shall include but not limited to:

- Incident location
- Incident Type
- Call processing Time
- Dispatch time
- Reaction time
- Drive time
- Time of arrival
- Over all response time
- Time Exemption details if applicable
- Compliance Results

RESPONSE FEES

AMR shall pay Agency response fees for each calendar month in which it has failed to meet the applicable Standard at least 90% of time for all categories of calls combined. In making such calculation, all categories of calls shall be aggregated. Exempt calls shall be completely excluded from the calculation, including from the total number of calls. Response fees shall only apply to months in which AMR performed at least 100 calls. For months in which AMR performs less than 100 calls, response time compliance shall be based on a rolling 100 calls.

- a. In each monthly period (beginning on the first day of each month), not less than 100% of the AMR's response to emergency requests shall be performed as set forth in the RFP. AMR will provide access to all information the County may request to resolve any dispute relating to damages.
- b. Failure of AMR to meet response time requirements shall result in an assessment of penalties (collected quarterly and deposited in the County bank account of choice by the 10th day of the month following the end of quarter) based on the following:
 - (1) County of Ellis response time according to Appendix B for at least 90% of all calls.
 - (2) The table below shows assessment of fees per monthly period (such assessments are cumulative):
 - a. 91%-100% MICU Responses – no assessment;
 - b. 81%-90.99% MICU Responses -- \$1,000 assessment per non-compliant response time as described in the Rural Area response or Rural Remote Area response; or
 - c. 80% or below MICU Responses -- \$1,000 assessment per non-compliant response time as described in the Rural Area response or Rural Remote Area response and probation for response time noncompliance.
- c. Probation for Response Time Noncompliance:
 - (1) If the AMR does not meet the 80% response time or greater in any monthly period, AMR shall be placed on probation for 3 months. The County will notify AMR when/if they are placed on probation.

- (2) If AMR is put on probation, AMR will be required to submit a written plan within 10 days of being notified of Probation detailing how AMR intends to remove itself from probation.
- (3) In order to be removed from Probation, AMR shall achieve 80% or better response time compliance for the next 3 months.
- (4) Remaining on probation for more than 4 consecutive months is a Material Breach.

EXHIBIT 4

- A. The first agency on the scene shall have the following privileges:
1. The ability to disregard the other responding agency via radio prior to their arrival to the scene of the emergency.
 2. The ability to request air ambulance(s) prior to the arrival of the other agency.
 3. The ability to request additional ground ambulances from AMR or another ambulance that has been pre-approved through mutual aid Contracts.
- B. AMR shall provide an exchange of disposable medical supplies used on a 1:1 basis within 24 hours of an incident. As a result of the exchange program, AMR shall be entitled to include, in its charges to patients and third party payers, charges for services performed or for supplies utilized by First Responder Personnel. In consideration of the foregoing, AMR shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by the County of Ellis personnel in treating patients transported by AMR.
- C. AMR shall provide without charge transport service to First Responders.
- D. AMR will charge the Medicare rate current as of the date of service provided to the County for patients in custody, for example, transports after an arrest or transports from County correctional facilities.

EXHIBIT 5

BASE CHARGES

Charges for services to citizens for ALS Based Transport

BASE CHARGES

SERVICE LEVEL Advanced Life Support / Mobile Intensive Care / Basic Life Support

CHARGE/FEE \$1,252.00

DESCRIPTION Mileage (*per Loaded Mile*)

CHARGE/FEE \$16.10

EXHIBIT 6

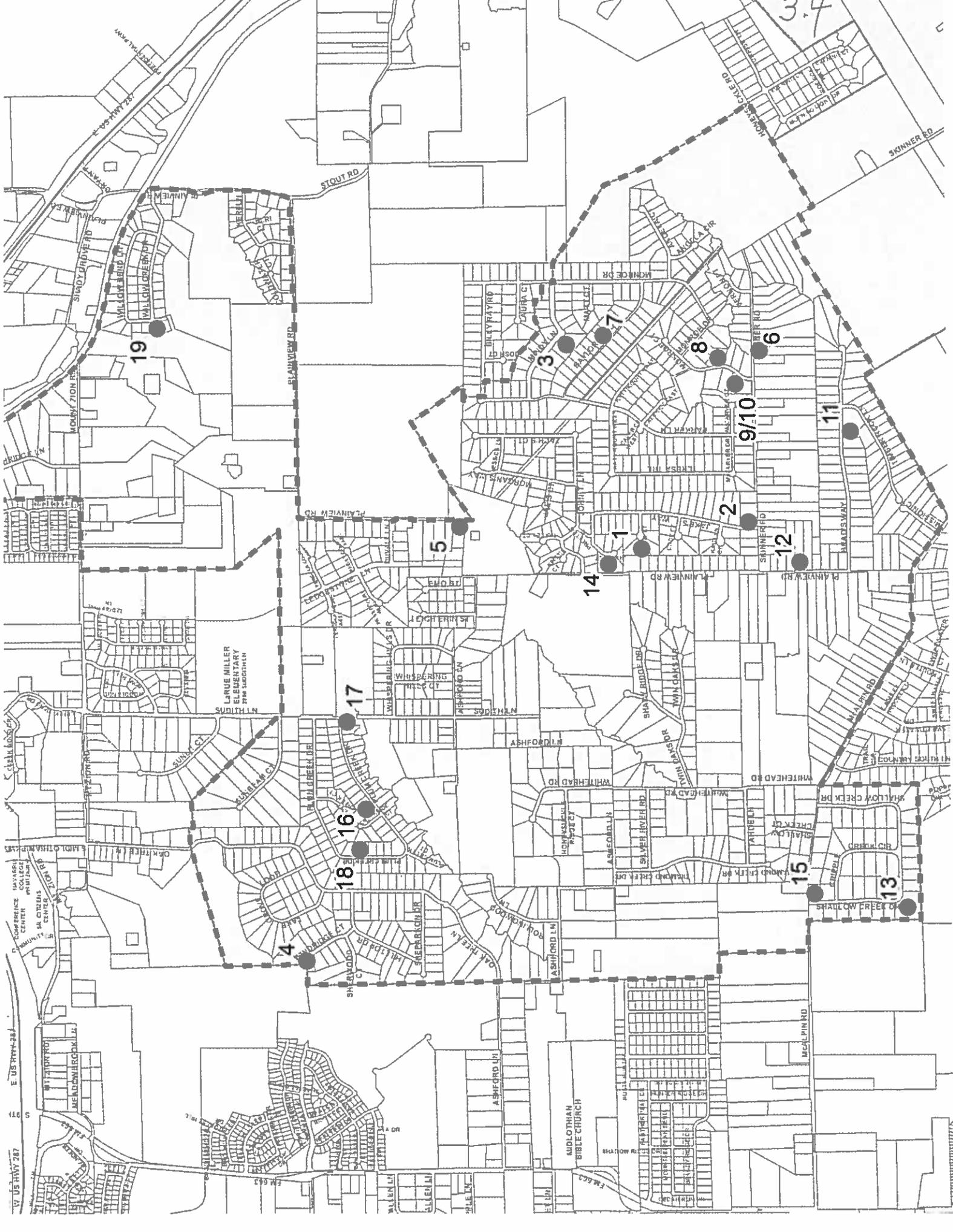
INSURANCE

At all times during the term of this Contract, AMR shall maintain general, professional and automobile liability insurance coverage in a minimum amount of \$1,000,000.00 per occurrence, and \$3,000,000.00 in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than 3 years following termination of this Contract. In addition, each party shall maintain automobile liability insurance coverage in a minimum amount of \$1,000,000.00 per occurrence, and \$3,000,000.00 in annual aggregate.

EXHIBIT 7

INCORPORATED PROVISIONS OF PROPOSAL

The terms of AMR's Proposal, dated _____, are hereby incorporated into this Contract.



19

STOUT RD

PLAINVIEW RD

5

PLAINVIEW RD

14

1

2

12

9/10

11

PLAINVIEW RD

LARUE MILLER
ELEMENTARY
299 SUDITH LN

17

16

18

4

15

13

AUDLOTHAN
BIBLE CHURCH

3.4

W US HWY 287
S 916
E US HWY 287

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF RED OAK**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other: and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas. said law cited as the Interlocal Cooperation Act of the State of Texas: and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code: and

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

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.
- B) The City of Red Oak (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from October 1, 2015 to September 30, 2016.

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

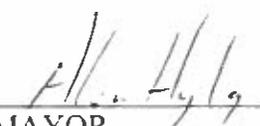
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

COUNTY JUDGE
ELLIS COUNTY, TEXAS

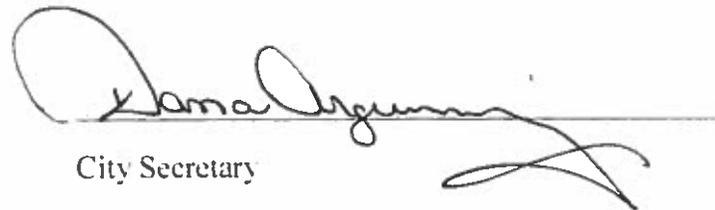
Attest:

Ellis County Clerk



MAYOR
City of Red Oak

Attest:



City Secretary



EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2015/2016.

Carol Bush

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 2015/2016.

Signature: _____

Title: _____

On Behalf of: _____

3.6

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF OVILLA**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

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

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

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

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.
- B) The City of Ovilla (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from October 1, 2015 to September 30, 2016.

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

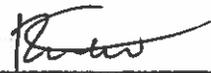
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

COUNTY JUDGE
ELLIS COUNTY, TEXAS

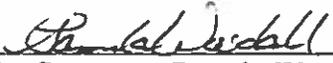
Attest:

Ellis County Clerk



MAYOR Richard A. Dormier
City of Ovilla

Attest:



City Secretary, Pamela Woodall

10.13.2015



EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2015/2016.

Carol Bush

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 2015/2016.

Signature: _____

Title: _____

On Behalf of: _____

3.7

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF OAK LEAF

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

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

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "governmental function and services" as defined by Section 791.003 of the Government Code; and

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

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter the County) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall be further authorized to sell to the City goods and services.
- B) The City of Oak Leaf (hereinafter the City) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) The City, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to City.
- D) The term of this agreement shall be from October 1, 2015 to September 30, 2016.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location. and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

F) The City agrees to pay to County within thirty (30) days of billing by County for the goods, governmental function, and / or services provided in an amount that fairly compensates the County for service or functions performed by the County under this contract.

EXECUTED in duplicate this the _____ day of _____, 2015.

County Judge
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



Mayor
City of Oak Leaf

Attest:



City Secretary

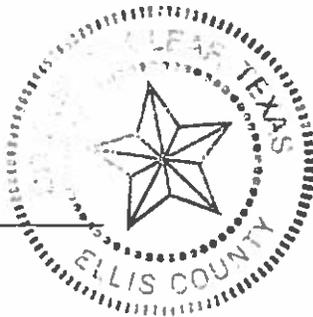


EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2015/2016.

Carol Bush

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 2015/2016.

Signature: _____

Title: _____

On Behalf of: _____

3.8

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. MCGRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 1, 2015

To Whom It May Concern:

The Texas Department of Public Safety Interlocal Cooperation Contract will expire August 31, 2015. Enclosed is the revised contract effective September 1, 2015 through August 31, 2017.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes, we must have a current contract on file before your order can be processed.

Please note that an Interlocal Cooperation Contract is not required to obtain printed materials.

Sincerely,

Bruce Tabor, Director,
Reprographics & Distribution Services

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

Title

Title

Date: _____

Date: _____

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

DPS GENERAL STORES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

DPS GENERAL STORES

512-424-5424

512-424-5718