

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED ^{F1}
JAN 23 2018
ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50807-00000-000	FM3 GEN MISC	\$ 53,000 48,000.00 ^{ERP}

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50802-00000-000	FM3 PURCHASE OF EQUIPMENT	\$ 30,000 20,000.00 ^{ERP}
011-0704-50909-00000-000	FM3 REPAIRS/PARTS	\$ 23,000.00

[Signature] 1/23/2018 Pct 3 R+B
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 _____, 2017/2018

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4
Approved by County Auditor's Office: DeVonde Spaulock

F2

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0614-50808-00000-000	Auto Gas	1000
001-0614-50808-00000-000	Auto Gas	1400

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0614-50801-00000-000	Supplies	1000
001-0614-50819-00000-000	Computer	1400


1/24/18
CONSTABLE 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 _____, 2017/2018

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

Approved by County Auditor's Office: _____

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

F3

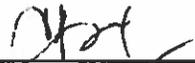
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0000-30302-00000-000	Fund Balance	\$32,074.82

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0140-50802-00000-000	Equipment-Maintenance-Repairs	\$32,074.82



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 _____, 2017/2018

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

Approved by County Auditor's Office: _____



Tech Plan, Inc.
 717 Taylor Drive
 Plano, Tx 75074-6778
 469-467-4000
 469-467-4086 Fax
 TACLA016833C

INVOICE

Invoice Number: SI291642
 Invoice Date: 01/16/18
 Page: 1

Bill
 To: Ellis County Courthouse
 109 S. Jackson St.
 Waxahachie, Texas 75165

Ship
 To: Ellis County Courthouse
 Teral Crawford
 109 S. Jackson St.
 Waxahachie, Texas 75165

Ship Via Best Way
 Ship Date 01/16/18
 Due Date 02/15/18
 Terms Net 30
 SalesPerson Dennis Lui
 Site ID
 Cust. Job No.

Customer ID C14299
 P.O. Number S003043
 P.O. Date 01/16/18
 Job Number SA39747
 Our Order No. SO-0045324
 FOB:
 Tracking No.

Item/Description	S/N	Unit	Order Quantity	B/O Qty	Quantity	Unit Price	Total Price
SA MISC 001-0140-50802-00000-000 IT- BYPASS POWER UNIT		Each	1		1	30,448.54	30,448.54
SA MISC 001-0035-50868-00000-000 IT - PER TERAL CONTRACT SERVICES Please send a Tax Exempt Certificate We need one for our files.		Each	1		1	1,626.28	1,626.28

JAN23 1:45

Teral Crawford
 I. T. Director
 1-23-2018

TACLA 016833C Regulated
 by the Texas Department of Licensing
 and Regulation P.O. Box
 12157 Austin, TX
 78711 (800)803-9202
 (512)463-6599
 www.license.state.tx.us

Amount Subject to
 Sales Tax
 0.00

Amount Exempt
 from Sales Tax
 32,074.82

Subtotal: 32,074.82
 Invoice Discount: 0.00
 Sales Tax: 0.00

Total: 32,074.82

ELLIS COUNTY MGMT INFORMATION SERVS
 109 S. JACKSON ST
 WAXAHACHIE, TX 75165

S003043

972-825-5018

09/21/17

06538 0 09/21/17

TECH PLAN, INC.
 DENNIS LUI
 717 TAYLOR DRIVE
 PLANO, TX 75074

ELLIS COUNTY MGMT INFORMATION SERVS
 109 S. JACKSON ST
 WAXAHACHIE, TX 75165

ELLIS COUNTY MGMT INFORMATION SERVS 972-825-5018

1	IT- BYPASS POWER UNIT	30448.54	30448.54
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AGENDA JUNE 27,2017 3.12
 QUOTE - Q02573883-1

CONTACT: TERAL CRAWFORD
 214-674-6381

N/30
 TAX EXEMPT

ACCOUNT DISTRIBUTION:
 001-0140-50802-00000-000 30448.54

2	IT-PER TERAL CONTRACT SERVICES	1626.28	1626.28
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ACCOUNT DISTRIBUTION:
 001-0035-50868-00000-000 1626.28

SUB-TOTAL 32074.82

TAX 0.00

SHIPPING AND HANDLING CHARGE 0.00

AREA : ACCOUNTS PAYABLE 32074.82

Jodi Platt

ELLIS COUNTY MGMT INFORMATION SERVS
109 S. JACKSON ST
WAXAHACHIE, TX 75165

S003043

972-825-5018

09/21/17

06538 0 09/21/17

TECH PLAN, INC.
DENNIS LUI
717 TAYLOR DRIVE
PLANO, TX 75074

ELLIS COUNTY MGMT INFORMATION SERVS
109 S. JACKSON ST
WAXAHACHIE, TX 75165

ELLIS COUNTY MGMT INFORMATION SERVS 972-825-5018

1 IT- BYPASS POWER UNIT 30448.54 30448.54

AGENDA JUNE 27, 2017 3.12
QUOTE - Q02573883-1

CONTACT: TERAL CRAWFORD
214-674-6381

N/30
TAX EXEMPT

ACCOUNT DISTRIBUTION:
001-0140-50802-00000-000 30448.54

2 IT-PER TERAL CONTRACT SERVICES 1626.28 1626.28

ACCOUNT DISTRIBUTION:
001-0035-50868-00000-000 1626.28

SUB-TOTAL 32074.82
TAX 0.00
SHIPPING AND HANDLING CHARGE 0.00

AREA : ACCOUNTS PAYABLE 32074.82

Jodi Platt

- 2.1 Approval for County Judge to sign one year agreement from BJ Wakefield Services for Ellis County Sheriff's Office I.F.C. aerobic septic system inspections.
- 2.2 Approval for County Judge to sign agreement with Scott Merriman for the Ellis County District Clerk's records preservation project. Scott Merriman participates in the TIPS-USA cooperative purchasing program.

ADMINISTRATIVE

Consideration and action as may be appropriate regarding the following matters:

- 3.1 Presentation from Rotary Club Flag Program.
- 3.2 Burn ban for Ellis County. – *Tim Birdwell, Fire Marshal*
- 3.3 Selection of public members to the Salary Grievance Committee pursuant to Local Government Code §152.014. – *Cindy Polley, County Clerk*
- 3.4 Accept the 2017 Annual Road Report from Road & Bridge, Pct. 1. – *Randy Stinson, Commissioner, Pct. 1*
- 3.5 Accept the 2017 Annual Road Report from Road & Bridge, Pct. 2 – *Lane Grayson, Commissioner, Pct. 2*
- 3.6 Accept the 2017 Annual Road Report from Road & Bridge, Pct. 3. – *Paul Perry, Commissioner, Pct. 3*
- 3.7 Compensatory time reporting. – *Theresa Taylor, Director of Human Resources*
- 3.8 Authorize refund to Holcim in the amount of \$146,975.30 for 2012 tax year to satisfy final judgment.
- 3.9 Authorize County Judge to sign document granting TxDOT permission for right of entry for topographic and utility surveys as part of the Loop 9 project.
- 3.10 Cancelling the contract authorized by the Commissioners Court on April 11, 2017 under Minute Order 210.17(2.5) concerning the Lexis Advance Upgrade Amendment for State/Local Government with the Ellis County and District Attorney as "Subscriber". The contract signed by the County Judge on April 11, 2017 reflected terms not agreed to by the parties and constituted an early draft in the negotiation process. Upon cancellation of this contract and approval of the new contract, the initial monthly installments would drop from \$810.00 to \$577.00 as negotiated and agreed to by the parties.
- 3.11 Approval for the County Judge to sign a new Lexis Advance Upgrade Amendment for State/Local Government with the Ellis County and District Attorney as "Subscriber" reflecting the agreed upon terms by the parties.
- 3.12 Replacement and upgrade of mission critical IT servers and infrastructure. Amount not to exceed \$85,700 with funding from the following budget line amendments: From 001-0140-50859 System Administration Fees \$60,000.00 To 001-0140-50802 Equipment \$60,000.00 and From 001-0035-

50808 Auto Gas/Oil; 001-0035-50805 Conference \$2,500.00; 001-0035-50703 Telephone \$2,200.00
To 001-0140-50802 Equipment \$5,700.00.

RECESS TO CONVENE TO EXECUTIVE SESSION

EXECUTIVE SESSION

The Commissioners Court of Ellis County reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Texas Government Code 551, or to seek the advice of its attorney and/or other attorneys representing Ellis County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 or as otherwise may be permitted under 551.

ADJOURNMENT OF EXECUTIVE SESSION

- 4.1 Pursuant to §551.074 of the Government Code, consultation regarding personnel matters.
- 4.2 Pursuant to §551.076 of the Government Code, consultation to deliberate the deployment, or specific occasions for implementation, of security personnel or devices.

ADJOURNMENT

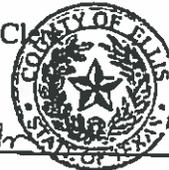
Signed this the 23rd day of June 2017.



Carol Bush
Ellis County Judge

I, the undersigned, County Clerk of the Ellis County Commissioners Court do hereby certify that the above Notice of Meeting of the Ellis County Commissioners Court is a true and correct copy of said Notice, that I received said Notice, and it was posted at the doors of the Ellis County Courthouse, a place readily accessible to the general public at all times on the 23rd day of June, 2017 at 2:45 a.m. (p.m.)

Cindy Polley, County Clerk



Deputy

- ***Public Comment** – This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must present a completed public participation form to the County Clerk at least 10 minutes prior to the beginning of the meeting.
- The Commissioners Court reserves the right to consider and take action on the above agenda items in any particular order.
- If you or your representative, have a disability that requires special arrangements and you plan to attend this public meeting, please contact the County Judge's Office at (972) 825-5011 within 72 hours of the meeting. Reasonable accommodations will be made to meet your needs at the meeting.



TECH PLAN, INC.



**717 Taylor Drive
Plano, Texas 75074
Telephone 469-467-4000
Fax 469-467-4086
e-mail: dlui@tplan.com**

COMPANY:	Ellis County	PROPOSAL #:	Q02483883-1-R1
ATTN:	Teral L. Crawford	DATE:	9/13/17
FROM:	DENNIS LUI		
PROJECT:	ELLIS COUNTY - NPOWER MBC - POWER - UPS		

We are pleased to provide our quotation for the following Liebert system for your consideration on this project

Part Number/Description	Quantity
BO-208915 Line up and Match to N Power N Power 32"Wx32"Dx70"T Qty Description 1 65KAIC 1 400A Section 1 150Kva Transformers 480V Delta-120/208 CU 150 Deg C Rise 1 MBB - 225A J Frame 1 RIB 250A J Frame 2 MIB & LDB 450A J Frame 4 Aux. Contacts 4A/4B Liebert Npower "Q" MBC for use on existing 37SA130A0C6EA09 Serial Number: 37-8747	1
SUBBS6B0124 : S/U	1
Work Ordered: <ul style="list-style-type: none"> ON FRIDAY DURING NORMAL BUSINESS HOURS PETRI WILL INSTALL A PORTABLE TEMPORARY PANEL TO PROVIDE POWER FOR SOME DATA EQUIPMENT DURING THE SCHEDULED UPS OUTAGE. THIS POWER WILL BE GENERATOR BACKED UP BUT NOT UPS BACKED UP. THIS TEMPORARY POWER WILL INCLUDE 4-120V 20A OUTLETS, 4- L6 20 TWIST LOCKS, 2-L6 03 TWIST LOCKS. THE TEMPORARY PANEL WILL RUN OFF A CORD TO THE MAIN ELECTRIC ROOM. FRIDAY THE NEW BYPASS GEAR CAN BE SET IN PLACE IN THE DATA ROOM NEXT TO THE UPS. SATURDAY AND SUNDAY THE UPS WILL BE SHUT DOWN AND ALL CONNECTIONS AND TERMINATIONS WILL BE MADE. 	1

<ul style="list-style-type: none"> SUNDAY AFTERNOON PETRI WILL REMOVE THE TEMPORARY PANEL. 	
Inside Delivery to final location	1

Total Price Including Freight but NOT TAX	\$32,074.82
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Comments:

Price includes freight to the jobsite, FOB factory. FOB First Destination is available at an additional cost. Please call for details.

Price does not include unloading, lugs, storage, or sales tax, unless listed above in the bill of material.

Price is firm for 45 days. Payment terms are net 30 days.

Terms are Liebert standard. A copy is available upon request.

Shipment 4-6 weeks after release of an order.

If you would like to purchase this equipment, please make out your purchase order to:

✓ Tech Plan, Inc.
717 Taylor Drive
Plano, Texas 75074
Attn: Dennis Lui

If you have any questions or need additional information I can be reached at 469-467-4032.

Sincerely,
Dennis Lui
Dennis Lui
Account Representative

Trend L. Crawford
I.T. Director
9-18-2017
201-0140-50802

Liebert Corporation
TERMS AND CONDITIONS OF SALE

Liebert Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the sale of the Goods and licensing of Software and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods and/or Software will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation provided an unconditional authorization from Buyer for the shipment of the Goods and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Software to Seller's price for the Goods and/or Software at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Unless otherwise specified by Seller, parts ("Parts") that are required for the performance of services will be furnished at Seller's then prevailing prices. Seller assigns to Buyer any warranties which are made by manufacturers and suppliers of Parts and which are assignable. Except as specified above, Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries of Goods and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other

than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods and/or Software is given without charge and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/mol7client=0900. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL, GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.** Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of goods and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods and/or Software must be (i) current, unused Goods and/or Software, (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if reasonable site and/or equipment access is denied the Seller service representative; and d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer.

20. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods and/or Software, and/or the provision of Services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are

established or from which Goods, Parts, Software, and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

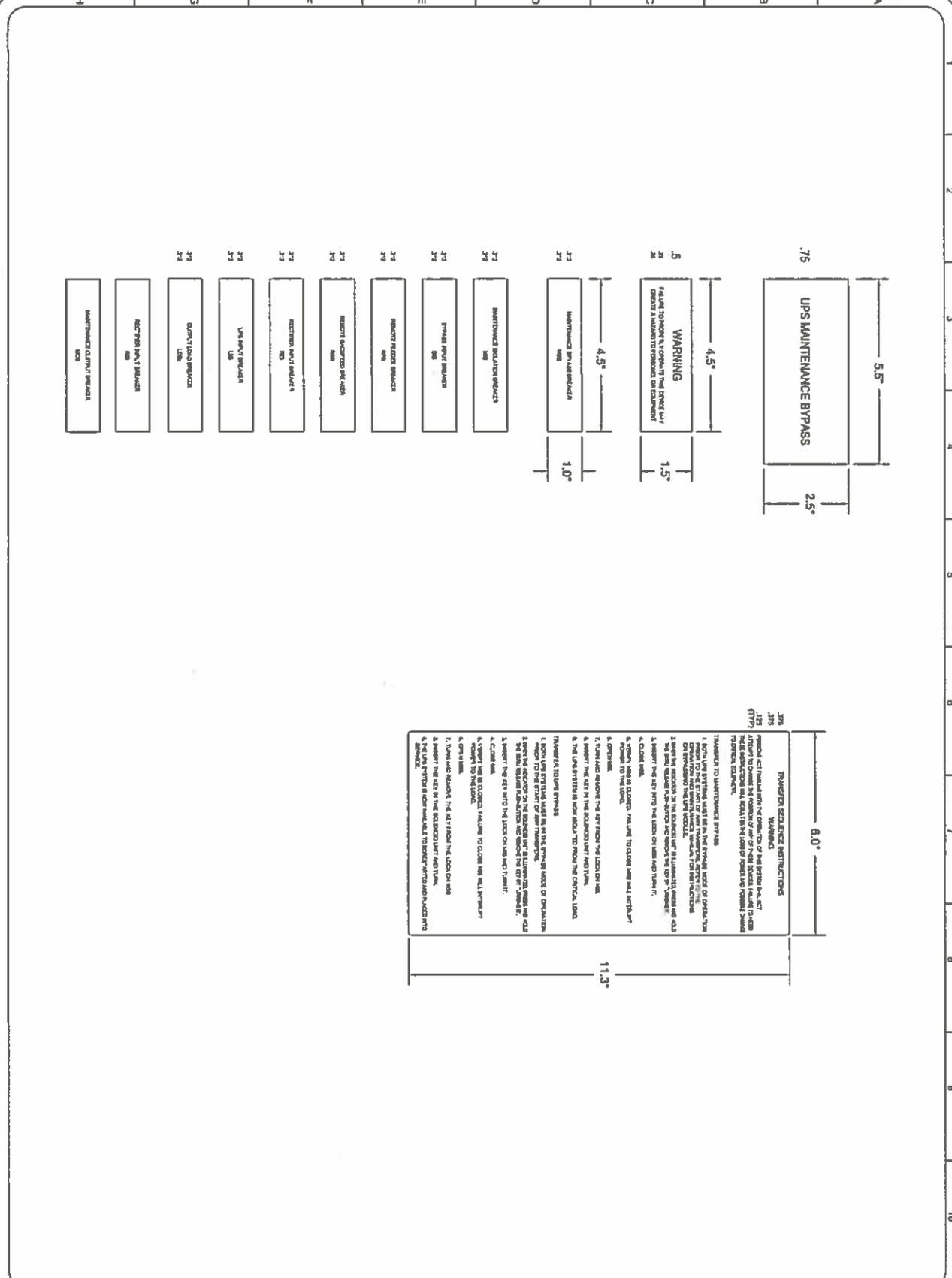
23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Liebert Corp Terms & Conditions Rev 2013



DRAWING NOTES:
1.)

REV	DATE	BY	APP	DESCRIPTION
1				SUBMITTAL RELEASE

POWER CONTROL

The drawings are the property of DVM LLC. The user is limited to the use of the drawings for the project specified. Any other use without the written consent of DVM LLC is prohibited.



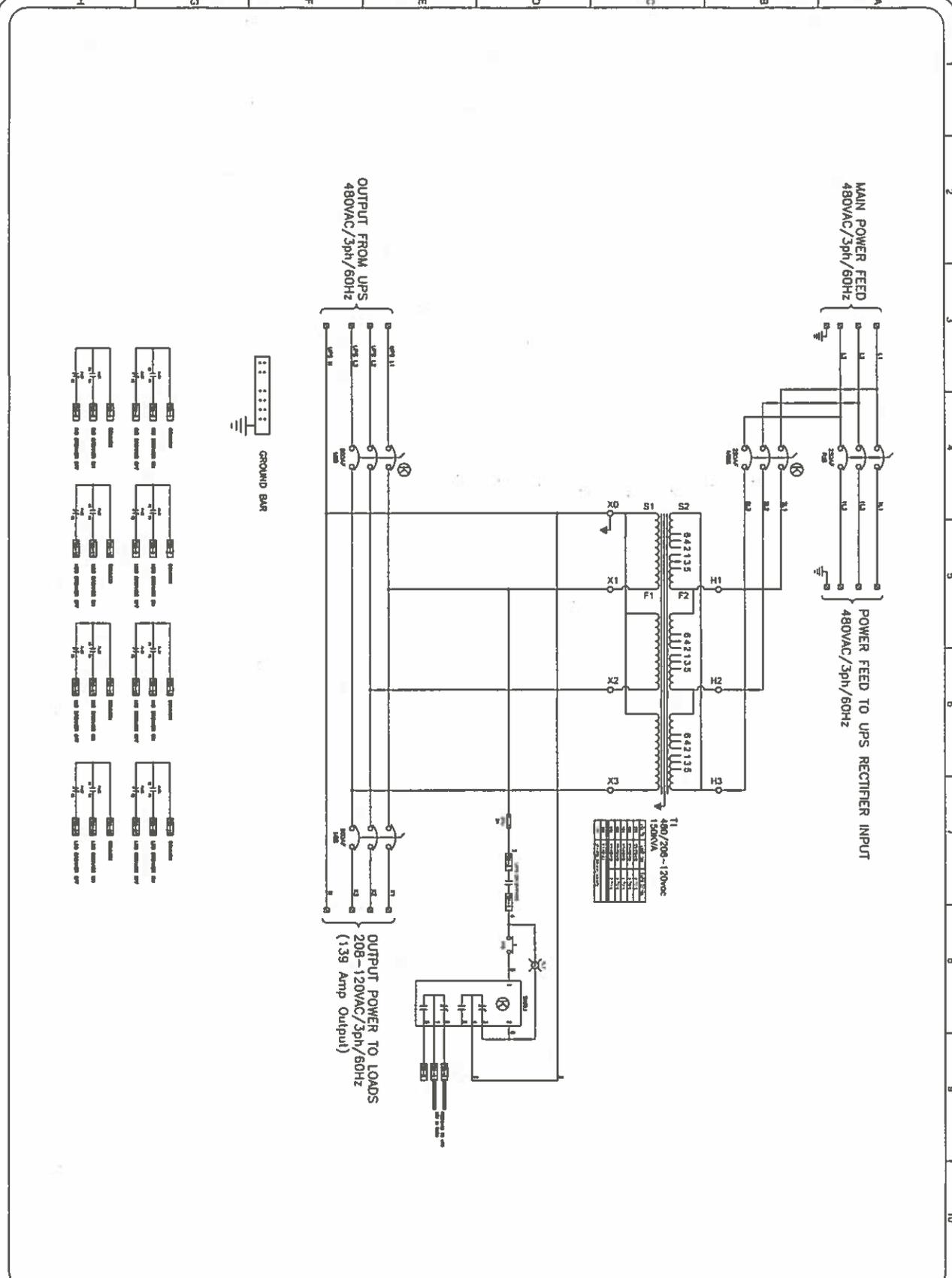
351 N. BROAD ST.
MILWAUKEE, WI

CLIENT: Verity
PROJECT NUMBER: M0xxx29

PROJECT: THREE BREAKER BYPASS
W/TRANSFORMER &
LOAD BREAKER

DRAWING TITLE:
B0208915 BYPASS
LEGENDS

DRAWING NUMBER:
M0xxx29 DWG-L-001
AUTHOR: RJS DATE: JULY 24, 2017



DRAWING NOTES:
1.)

NO. REV	DATE	BY	REASON
0	07/24/2017	RS	ISSUANCE FOR RELEASE
1			
2			
3			
4			
5			

DESIGNATED BY: **DVM**
 PROJECT NUMBER: M0xxx29
 POWER CONTROL
 THESE DRAWINGS ARE THE PROPERTY OF DVM. NO PART IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM DVM. THE PRICE IS TO BE INCLUDED WITH THE DRAWING.

CLIENT: Vertiva
 PROJECT NUMBER: M0xxx29
 PROJECT: THREE BREAKER BYPASS
 W/TRANSFORMER &
 LOAD BREAKER

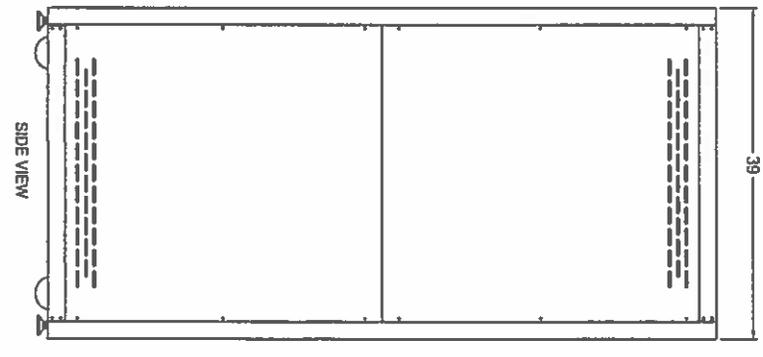
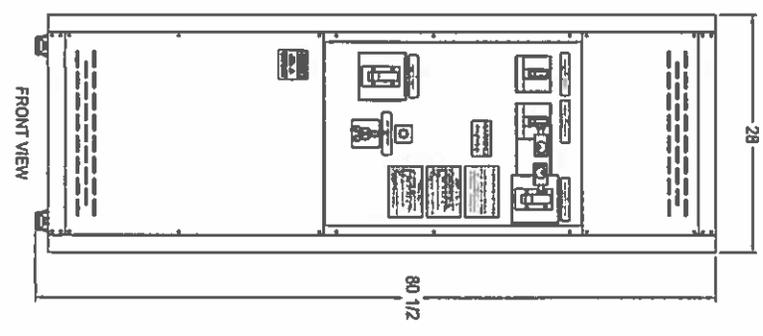
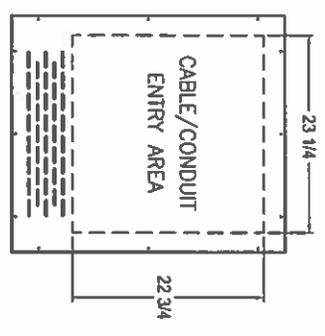
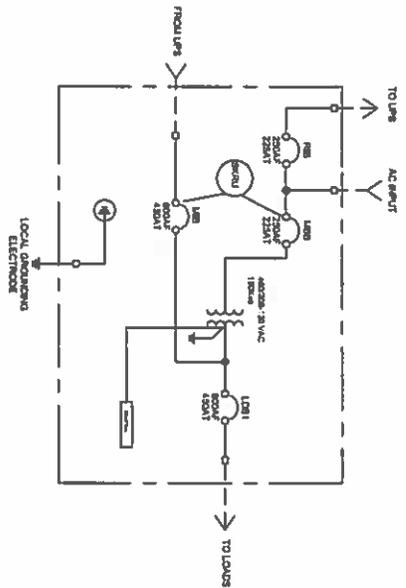
DRAWING TITLE:
 BO208915 BYPASS
 ASSEMBLY

DRAWING NUMBER:
 M0xxx29 DWG-E-001
 AUTHOR: RJS DATE: JULY 24, 2017

NOTES:

1. 480VAC, 3ph, 60Hz
2. ALL BREAKERS 80% RATED
3. ENCLOSURE - CUSTOM - NEMA TYPE 1
4. COLOR - ANSI 49
5. ESTIMATED WEIGHT 1800#
6. ACCESS FROM FRONT, REAR, TOP
7. UNIT RATED FOR 65 KAIC @ 480VAC
8. ALL CABLING IN/OUT TO TERMINALS LOCATED IN REAR OF ENCLOSURE
9. CABLE FEED TOP ONLY
10. SKRU INTERLOCK
11. TRANSFORMER, 480/208-120VAC, 150KVA,
12. 100% NEUTRAL
13. ALL BREAKERS TO HAVE 2A/2B AUXILIARY CONTACTS

BREAKER IDENTIFICATION	TYPE	LOAD TYPE	TRIP UNIT	TRIP SENS. SETTING	TRIP TIME	NO. OF POLES	TRIP CLASSIFICATION	WIRING CONNECTION	
B01	4A	MECH	Hand/Auto L2	250A	250A	60A	U	1	60A-300kVAC
B02	4A	MECH	Hand/Auto L2	250A	250A	60A	U	1	60A-300kVAC
B03	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B04	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B05	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B06	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B07	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B08	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B09	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B10	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B11	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B12	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B13	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B14	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B15	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B16	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B17	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B18	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B19	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B20	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B21	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B22	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B23	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B24	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B25	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B26	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B27	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B28	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B29	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B30	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B31	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B32	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B33	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B34	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B35	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B36	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B37	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B38	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B39	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B40	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B41	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B42	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B43	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B44	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B45	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B46	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B47	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B48	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B49	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC
B50	4A	MECH	Hand/Auto L2	250A	250A	60A	U	2	60A-300kVAC



DRAWING NOTES:
1)

REV	DATE	BY	APP	DESCRIPTION
1				SUBMITTAL RELEASE

DESIGNATED BY: P
PDS 315-5501.1
315 E. 5th St.
Minneapolis, MN

DVM
POWER CONTROL

This drawing is the property of DVM. It is not to be loaned, copied, reproduced, or otherwise disseminated without the written consent of DVM. For full terms and conditions, please refer to the DVM Terms and Conditions of Sale.

CLIENT: Verive

PROJECT NUMBER: M0xxx29

PROJECT: THREE BREAKER BYPASS WITH TRANSFORMER & LOAD BREAKER

DRAWING TITLE: B0208915 BYPASS ASSEMBLY

DRAWING NUMBER: M0xxx29 DWG-A-001
AUTHOR: RUS DATE: JULY 24, 2017

From: Teral Crawford [mailto:teral.crawford@co.ellis.tx.us]
Sent: Wednesday, September 13, 2017 2:13 PM
To: Sara Garcia <sara.garcia@co.ellis.tx.us>; Jodi Platt <jodi.platt@co.ellis.tx.us>
Cc: Jocelyn King <jocelyn.king@co.ellis.tx.us>
Subject: FW: Liebert NPower Maintenance Bypass Quote
Importance: High

Good Afternoon,
 I just received the quote from for the bypass unit installation job for the large Liebert/Emerson UPS in our data center.
 This is part of what was discussed and approved in Commissioners' Court on June 27, 2017 that will allow us to complete the fans and capacitors replacement. This will also provide us a permanent solution to keep the data center powered on during future maintenance events.
 There was an amount not to exceed set at \$85,700 by the Court in that session from 001-0140-50802 Equipment.

I don't know that I have the numbers with me that show what we have used from that so far.
 We purchased two servers from CSI Computer Solutions, the Barracuda backup server from CSI Computer Solutions and the maintenance and fans and capacitors replacement from Vertiv.
 I'll see if I can find those. I don't have access in GEMS to find any of it electronically.
 Please let me know what you need from me to proceed.

Thanks,
 Teral

13,388.92
 5,156.72
 10,325.00
 15,412.48
 10,000.00

Teral L. Crawford
 I.T. Director
 Ellis County Texas

<image001.jpg>

Zimbra**teral.crawford@co.ellis.tx.us****RE: Liebert NPower Maintenance Bypass Quote**

From : Jodi Platt <jodi.platt@co.ellis.tx.us>
Subject : RE: Liebert NPower Maintenance Bypass Quote
To : Teral Crawford <teral.crawford@co.ellis.tx.us>

Mon, Sep 18, 2017 09:19 AM

I let Dennis that we were working on his PO.

From: Teral Crawford [<mailto:teral.crawford@co.ellis.tx.us>]
Sent: Monday, September 18, 2017 9:18 AM
To: Jodi Platt <jodi.platt@co.ellis.tx.us>
Cc: Sara Garcia <sara.garcia@co.ellis.tx.us>; Jocelyn King <jocelyn.king@co.ellis.tx.us>
Subject: Re: Liebert NPower Maintenance Bypass Quote

Okay. I'll get it signed and over to you.

Sent from my iPhone

On Sep 18, 2017, at 9:09 AM, Jodi Platt <jodi.platt@co.ellis.tx.us> wrote:

Teral,

We will get your purchase order processed today. All we need is a signed requisition. We can receive scanned copy. Let me know if you need me to do anything.

Thank you,

Jodi

From: Dennis Lui [<mailto:DLui@tplan.com>]
Sent: Wednesday, September 13, 2017 10:24 AM
To: Teral Crawford <teral.crawford@co.ellis.tx.us>
Subject: Liebert NPower Maintenance Bypass Quote

Teral,

Please see the attached proposal for the Liebert NPower UPS Maintenance Bypass.

Let me know if you need anything else.

Thanks,

Dennis Lui | Tech Plan, Inc.
717 Taylor Dr | Plano, Texas 75074
T 469-467-4032 | **M** 469-534-4711 | **O** 469-467-4000 | **E** dlui@tplan.com
www.techplaninc.com

Mon, Sep 18, 2017 09:17 AM

From : Teral Crawford <teral.crawford@co.ellis.tx.us>
Subject : Re: Liebert NPower Maintenance Bypass Quote
To : Jodi Platt <jodi.platt@co.ellis.tx.us>
Cc : Sara Garcia <sara.garcia@co.ellis.tx.us>, Jocelyn King <jocelyn.king@co.ellis.tx.us>

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Teral L. Crawford
I.T. Director
Ellis County Texas

<image001.jpg>

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717 Taylor Dr | Plano, Texas 75074
T 469-467-4032 | **M** 469-534-4711 | **O** 469-467-4000 | **E** dlui@tplan.com
www.techplaninc.com

From : Jodi Platt <jodi.platt@co.ellis.tx.us>

Subject : RE: Liebert NPower Maintenance Bypass Quote

Mon, Sep 18, 2017 09:09 AM
1 attachment

To : Teral Crawford <teral.crawford@co.ellis.tx.us>, Sara Garcia <sara.garcia@co.ellis.tx.us>
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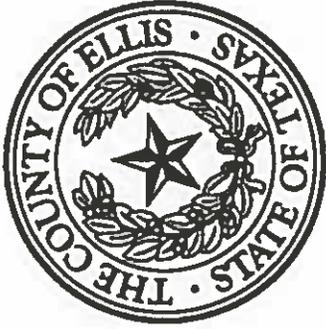
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I.T. Director
Ellis County Texas



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Dennis Lui | Tech Plan, Inc.
717 Taylor Dr | Plano, Texas 75074

T 469-467-4032 | M 469-534-4711 | O 469-467-4000 | E dluj@tplan.com
www.techplaninc.com



image001.jpg
13 KB

From : Teral Crawford <teral.crawford@co.ellis.tx.us>

Subject : FW: Liebert NPower Maintenance Bypass Quote

To : Sara Garcia <sara.garcia@co.ellis.tx.us>, Jodi Platt <jodi.platt@co.ellis.tx.us>

Cc : Jocelyn King <jocelyn.king@co.ellis.tx.us>

Wed, Sep 13, 2017 02:14 PM
3 attachments

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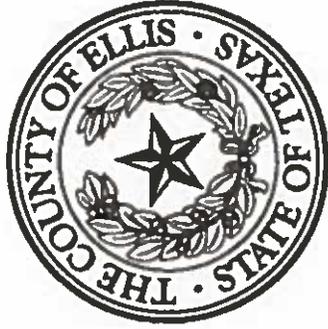
I'll see if I can find those. I don't have access in GEMS to find any of it electronically.

Please let me know what you need from me to proceed.

Thanks,

Teral

Teral L. Crawford
I.T. Director
Ellis County Texas



From: Dennis Lui [mailto:DLui@tplan.com]
Sent: Wednesday, September 13, 2017 10:24 AM
To: Teral Crawford <teral.crawford@co.ellis.tx.us>
Subject: Liebert NPower Maintenance Bypass Quote

Teral,

Please see the attached proposal for the Liebert NPower UPS Maintenance Bypass.

Let me know if you need anything else.

Thanks,

Dennis Lui | Tech Plan, Inc.
717 Taylor Dr | Plano, Texas 75074
T 469-467-4032 | M 469-534-4711 | O 469-467-4000 | E dlui@tplan.com
www.techplaninc.com



image002.jpg
10 KB

 **DVM - Quote Drawing - BO-208915 - 7-28-17.pdf**

759 KB

 **Ellis County - Npower Bypass Quote - Rev 1.doc**

245 KB

From : Teral Crawford <teral.crawford@co.ellis.tx.us>

Subject : Fwd: Liebert NPower Maintenance Bypass Quote

To : jocelyn <jocelyn.king@co.ellis.tx.us>

Wed, Sep 13, 2017 01:28 PM

 2 attachments

Sent from my iPhone

Begin forwarded message:

From: Dennis Lui <DLui@tplan.com>

To: Teral Crawford <teral.crawford@co.ellis.tx.us>

Subject: Liebert NPower Maintenance Bypass Quote

Teral,

Please see the attached proposal for the Liebert NPower UPS Maintenance Bypass.

Let me know if you need anything else.

Thanks,

Dennis Lui | Tech Plan, Inc.
717 Taylor Dr | Plano, Texas 75074
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245 KB

From : Dennis Lui <DLui@tplan.com>

Subject : Liebert NPower Maintenance Bypass Quote

To : Teral Crawford <teral.crawford@co.ellis.tx.us>

Wed, Sep 13, 2017 10:23 AM

 2 attachments

Teral,

Please see the attached proposal for the Liebert NPower UPS Maintenance Bypass.

Let me know if you need anything else.

Thanks,

Dennis Lui | Tech Plan, Inc.
717 Taylor Dr | Plano, Texas 75074
T 469-467-4032 | M 469-534-4711 | O 469-467-4000 | E dlui@tplan.com
www.techplaninc.com

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759 KB

 **Ellis County - Npower Bypass Quote - Rev 1.doc**
245 KB

Jenni Fasulo

From: Jodi Platt <jodi.platt@co.ellis.tx.us>
Sent: Thursday, September 21, 2017 3:31 PM
To: Jenni Fasulo
Subject: FW: Liebert NPower Maintenance Bypass Quote

Ask and you shall receive.

From: Teral Crawford [mailto:teral.crawford@co.ellis.tx.us]
Sent: Thursday, September 21, 2017 3:26 PM
To: Jodi Platt <jodi.platt@co.ellis.tx.us>
Subject: RE: Liebert NPower Maintenance Bypass Quote

Oh, I see below. The \$1626.28. That could come from my contract services line #001-0035-50868-00000-000. I have 1,868.08 left in there.

Teral L. Crawford
I.T. Director
Ellis County Texas



From: Jodi Platt [mailto:jodi.platt@co.ellis.tx.us]
Sent: Thursday, September 21, 2017 3:22 PM
To: Teral Crawford <teral.crawford@co.ellis.tx.us>
Subject: Fwd: Liebert NPower Maintenance Bypass Quote

Where can we adjust the budget? We are over the \$85,000 the court approved.

Let me know if you have any ideas.

Thank you,

Jodi

Sent via the Samsung Galaxy Note5, an AT&T 4G LTE smartphone

----- Original message -----

From: Jenni Fasulo <jenni.fasulo@co.ellis.tx.us>

Date: 9/21/17 11:56 AM (GMT-06:00)

To: Jodi Platt <jodi.platt@co.ellis.tx.us>

Subject: RE: Liebert NPower Maintenance Bypass Quote

Jodi,

I have started on the PO process for this purchase. I had to get W9 from the vendor first to get them set up. Now that I have the vendor in the system the line item 001-0140-50802 is over budget by the difference of \$1,626.28.

I am unable to complete the process until funds are available. Please advise.

Thank you,

Jenni Fasulo

Jenni Wilhite-Fasulo

Purchasing Coordinator

Ellis County

Historical Courthouse

101 W. Main St., Suite 203

Waxahachie, TX 75165

Phone (972) 825-5116

Fax (972) 825-5119

jenni.fasulo@co.ellis.tx.us



“Small Opportunities are often
the Beginning of Great ACHIEVEMENTS.”

From: Jodi Platt [<mailto:jodi.platt@co.ellis.tx.us>]
Sent: Monday, September 18, 2017 9:12 AM
To: Jenni Fasulo <jenni.fasulo@co.ellis.tx.us>
Subject: FW: Liebert NPower Maintenance Bypass Quote
Importance: High

I have asked for a signed requisition from Teral. Will you get the process started on this PO since he has provided the line item. I have a few more pieces of source information to send in just a bit. I need to send over to Liebert.

Thank you,

Jodi

From: Teral Crawford [<mailto:teral.crawford@co.ellis.tx.us>]
Sent: Wednesday, September 13, 2017 2:13 PM
To: Sara Garcia <sara.garcia@co.ellis.tx.us>; Jodi Platt <jodi.platt@co.ellis.tx.us>
Cc: Jocelyn King <jocelyn.king@co.ellis.tx.us>
Subject: FW: Liebert NPower Maintenance Bypass Quote
Importance: High

Good Afternoon,

I just received the quote from for the bypass unit installation job for the large Liebert/Emerson UPS in our data center.

This is part of what was discussed and approved in Commissioners' Court on June 27, 2017 that will allow us to complete the fans and capacitors replacement. This will also provide us a permanent solution to keep the data center powered on during future maintenance events.

There was an amount not to exceed set at \$85,700 by the Court in that session from 001-0140-50802 Equipment.

I don't know that I have the numbers with me that show what we have used from that so far.

We purchased two servers from CSI Computer Solutions, the Barracuda backup server from CSI Computer Solutions and the maintenance and fans and capacitors replacement from Vertiv.

I'll see if I can find those. I don't have access in GEMS to find any of it electronically.

Please let me know what you need from me to proceed.

Thanks,

Teral

Teral L. Crawford

I.T. Director

Ellis County Texas



From: Dennis Lui [<mailto:DLui@tplan.com>]
Sent: Wednesday, September 13, 2017 10:24 AM
To: Teral Crawford <teral.crawford@co.ellis.tx.us>
Subject: Liebert NPower Maintenance Bypass Quote

Teral,

Please see the attached proposal for the Liebert NPower UPS Maintenance Bypass.

Let me know if you need anything else.

Thanks,

Dennis Lui | Tech Plan, Inc.

717 Taylor Dr | Plano, Texas 75074

T 469-467-4032 | M 469-534-4711 | O 469-467-4000 | E dlui@tplan.com

www.techplaninc.com

REPORT: GLSUBLST

GENERATED: 05 FEB 15 19:36

RUN: FRIDAY SEP222017 14:45

PAGE 1

ELLIS COUNTY, TEXAS
SUBSIDIARY NUMBERS

SUBSIDIARY #	DESCRIPTION	TEXT
1	RECYCLED CONCRETE FLEX BASE	
10	ASPHALT SURFACE TREATMENT	
11	EMULSIFIED ASPHALT	
2	LIMESTONE FLEX BASE	
21	EMULSIFIED ASPHALT	
3	LIGHTWEIGHT SURFACE AGGREGATE	
4	LIMESTONE SURFACE AGGREGATE	
5	SCREENED PIT RUN GRAVEL	
6	UNSCREENED PIT RUN GRAVEL	
7	WASHED PEA GRAVEL	
8	GRADE 4 PEA GRAVEL	
9	HOT MIX COLD LAID ASPHALT	
ITEM #1	GRADE 1 - Limestone Flex Base	
ITEM #11	GRADE 3, Lightweight Surf.Agg.	TxDOT Item 302, Type L, - Grade 3
ITEM #12	GRADE 4, Lightweight Surf Agg	TxDOT Item 302, Type L - Grade 4
ITEM #13	GRADE 5, Lightweight Surf Agg	TxDOT Item 302, Type L, Grade 5
ITEM #14	Grade 5 3/8" Washed Pea Gravel	TxDOT Item 302, Type A - Grade 5 3/8"
ITEM #15	GRADE 4 1/2" Washed Pea Gravel	TxDOT Item 302, Type A - Grade 4 1/2"
ITEM #17	Naturally Graded Gravel	1/2 Retained: 3/8": 10-15, #4: 16-27, #40: 35-45, #100: 15-25, Pan: 0-8
ITEM #18	UNSCREENED PIT RUN GRAVEL	
ITEM #19	1/4" Limestone Pot Hole Patch	Limestone 1/4" Pot Hole Patch Material - Type A - 1/4" to #10
ITEM #2	GRADE 2 LIMESTONE FLEX BASE	TxDOT Item 247, Type A, Grade 2
ITEM #20	TYPE D HOT MIX COLDLAY ASPHALT	TxDOT Item 334, Type D
ITEM #21	EMULSIFIED ASPHALT	
ITEM #22	RAP	
ITEM #3	RECYCLED CONCRETE FLEX BASE	TxDOT Item 247, Type D, Grade 1 or 2
ITEM #4	FLEXPHALT 50/50	50% Concrete/50% Asphalt - TxDOT Item 247, Type D - Grade 1 or 2
ITEM #5	3/8" CRUSH LIMESTONE CHIP SEAL	TxDOT Item 302, Type D, Grade 5, 3/8" Rock
ITEM #7	1/2" CRUSH LIMESTONE CHIP SEAL	TxDOT Item 302, Type D, Grade 4, 1/2" Rock
ITEM #9	5/8" CRUSH LIMESTONE CHIP SEAL	TxDOT Item 302, Type D, Grade 3, 5/8" Rock
ITEM 13	GRADE 5, Lightweight Surf Agg	TxDOT Item 302, Type L, Grade 5
ITEM 14	Grade 5 3/8" Washed Pea Gravel	TxDOT Item 302, Type A - Grade 5 3/8"

ELLIS COUNTY MGMT INFORMATION SERVS
 109 S. JACKSON ST
 WAXAHACHIE, TX 75165
 972-825-5018

S003043

09/21/17

06538 0 09/21/17

TECH PLAN, INC.
 DENNIS LUI
 717 TAYLOR DRIVE
 PLANO, TX 75074

ELLIS COUNTY MGMT INFORMATION SERVS
 109 S. JACKSON ST
 WAXAHACHIE, TX 75165

ELLIS COUNTY MGMT INFORMATION SERVS 972-825-5018

1	IT- BYPASS POWER UNIT	30448.54	30448.54
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AGENDA JUNE 27,2017 3.12
 QUOTE - Q02573883-1

CONTACT: TERAL CRAWFORD
 214-674-6381

N/30
 TAX EXEMPT

ACCOUNT DISTRIBUTION:
 001-0140-50802-00000-000 30448.54

2	IT-PER TERAL CONTRACT SERVICES	1626.28	1626.28
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ACCOUNT DISTRIBUTION:
 001-0035-50868-00000-000 1626.28

	SUB-TOTAL	32074.82
	TAX	0.00
SHIPPING AND HANDLING CHARGE		0.00

AREA : ACCOUNTS PAYABLE		32074.82
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Jodi Platt



TECH PLAN, INC.

717 Taylor Drive
 Plano, Texas 75074
 Telephone 469-467-4000
 Fax 469-467-4086
 e-mail: dlui@tplan.com



COMPANY:	Ellis County	PROPOSAL #:	Q02483883-1-R1
ATTN:	Teral L. Crawford	DATE:	9/13/17
FROM:	DENNIS LUI		
PROJECT:	ELLIS COUNTY - NPOWER MBC - POWER - UPS		

We are pleased to provide our quotation for the following Liebert system for your consideration on this project

Part Number/Description	Quantity
BO-208915 Line up and Match to N Power N Power 32"Wx32"Dx70"T Qty Description 1 65KAIC 1 400A Section 1 150Kva Transformers 480V Delta-120/208 CU 150 Deg C Rise 1 MBB - 225A J Frame 1 RIB 250A J Frame 2 MIB & LDB 450A J Frame 4 Aux. Contacts 4A/4B Liebert Npower "Q" MBC for use on existing 37SA130A0C6EA09 Serial Number: 37-8747	1
SUBBS6B0124 : S/U	1
Work Ordered: <ul style="list-style-type: none"> ON FRIDAY DURING NORMAL BUSINESS HOURS PETRI WILL INSTALL A PORTABLE TEMPORARY PANEL TO PROVIDE POWER FOR SOME DATA EQUIPMENT DURING THE SCHEDULED UPS OUTAGE. THIS POWER WILL BE GENERATOR BACKED UP BUT NOT UPS BACKED UP. THIS TEMPORARY POWER WILL INCLUDE 4-120V 20A OUTLETS, 4- L6 20 TWIST LOCKS, 2-L6 03 TWIST LOCKS. THE TEMPORARY PANEL WILL RUN OFF A CORD TO THE MAIN ELECTRIC ROOM. FRIDAY THE NEW BYPASS GEAR CAN BE SET IN PLACE IN THE DATA ROOM NEXT TO THE UPS. SATURDAY AND SUNDAY THE UPS WILL BE SHUT DOWN AND ALL CONNECTIONS AND TERMINATIONS WILL BE MADE. 	1

• SUNDAY AFTERNOON PETRI WILL REMOVE THE TEMPORARY PANEL.	
Inside Delivery to final location	1

Total Price Including Freight but NOT TAX	\$32,074.82
--	--------------------

Comments:

Price includes freight to the jobsite, FOB factory. FOB First Destination is available at an additional cost. Please call for details.

Price does not include unloading, lugs, storage, or sales tax, unless listed above in the bill of material.

Price is firm for 45 days. Payment terms are net 30 days.

Terms are Liebert standard. A copy is available upon request.

Shipment 4-6 weeks after release of an order.

If you would like to purchase this equipment, please make out your purchase order to:

Tech Plan, Inc.
 717 Taylor Drive
 Plano, Texas 75074
 Attn: Dennis Lui

If you have any questions or need additional information I can be reached at 469-467-4032.

Sincerely,
 Dennis Lui
 Dennis Lui
 Account Representative

Trend L. Crawford
I.T. Director
9-18-2017
001-0140-50802

Liebert Corporation
TERMS AND CONDITIONS OF SALE

Liebert Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the sale of the Goods and licensing of Software and all documents incorporated by specific reference herein or thereon, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods and/or Software will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation provided an unconditional authorization from Buyer for the shipment of the Goods and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Software to Seller's price for the Goods and/or Software at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Unless otherwise specified by Seller, parts ("Parts") that are required for the performance of services will be furnished at Seller's then prevailing prices. Seller assigns to Buyer any warranties which are made by manufacturers and suppliers of Parts and which are assignable. Except as specified above, Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER.

2. TAXES: Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. TERMS OF PAYMENT: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries of Goods and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other

than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods and/or Software, either alone or in combination with other products/components.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/mol?client=0000. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL, GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS** Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of goods and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods and/or Software must be (i) current, unused Goods and/or Software, (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if reasonable site and/or equipment access is denied the Seller service representative; and d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer.

20. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request thereof.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods and/or Software, and/or the provision of Services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are

established or from which Goods, Parts, Software, and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

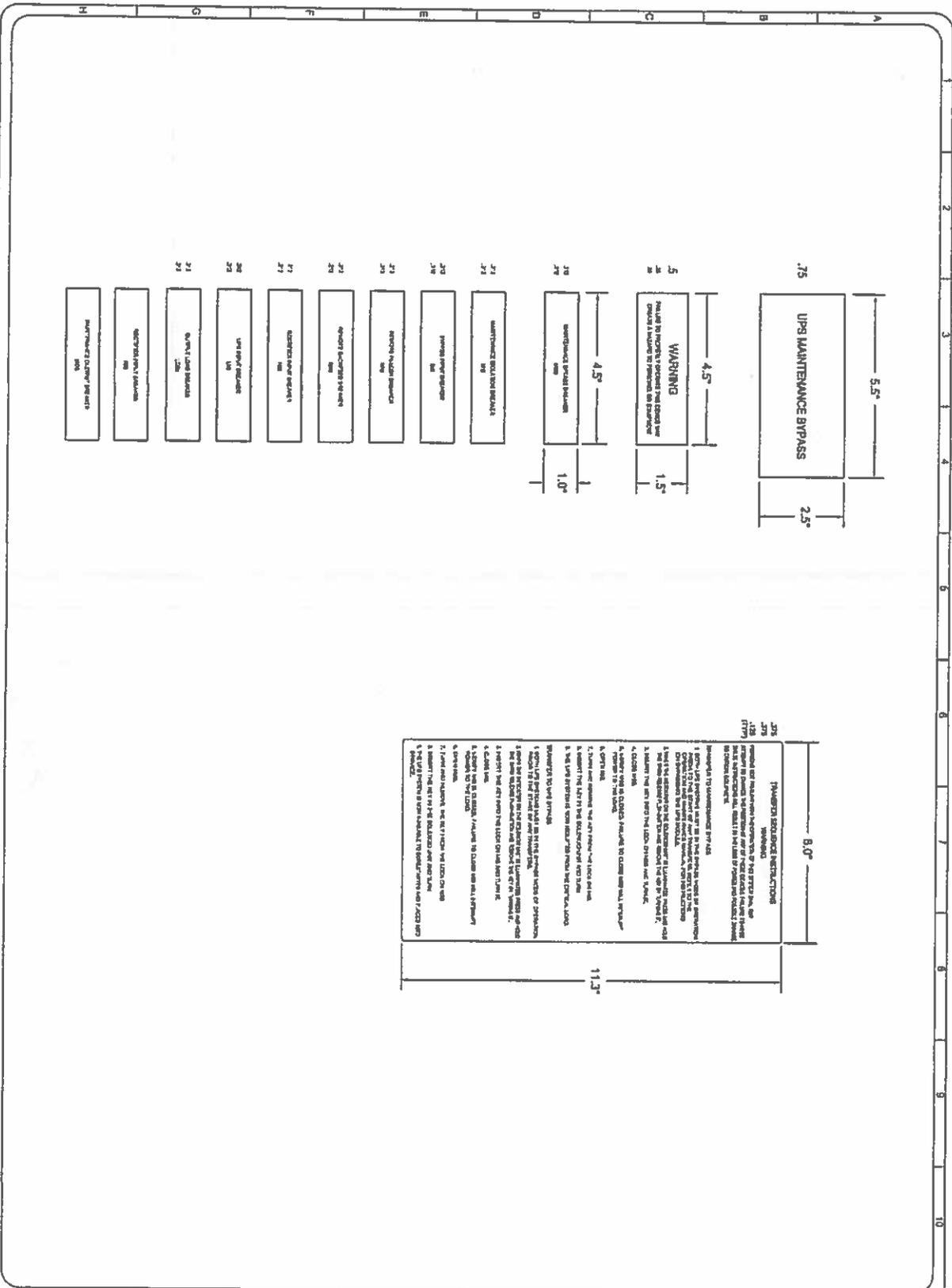
23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Liebert Corp Terms & Conditions Rev 2013



30 MAINTENANCE BYPASS BREAKER

31 MAINTENANCE BYPASS BREAKER

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50 MAINTENANCE BYPASS BREAKER

DRAWING NOTES
1)

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR CONSTRUCTION			
2				
3				
4				
5				
6				
7				
8				
9				
10				

DMC
DESIGN MANAGEMENT CONSULTANTS
128 B STREET
SUITE 100
DALLAS, TX 75201
TEL: 214.760.1234
WWW.DMC.COM

CLIENT: Verive
PROJECT NUMBER: MD00029

PROJECT: THREE BREAKER BYPASS
W/TRANSFORMER &
LOAD BREAKER

DRAWING TITLE
ELECTRICAL LEGENDS

DRAWING NUMBER:
MD00029 DWG-1-001
AUTHOR: RJS DATE: JULY 24, 2017

Zimbra

teral.crawford@co.ellis.tx.us

RE: Liebert NPower Maintenance Bypass Quote

From : Jodi Platt <jodi.platt@co.ellis.tx.us>
Subject : RE: Liebert NPower Maintenance Bypass Quote
To : Teral Crawford <teral.crawford@co.ellis.tx.us>

Mon, Sep 18, 2017 09:19 AM

I let Dennis that we were working on his PO.

From: Teral Crawford [mailto:teral.crawford@co.ellis.tx.us]
Sent: Monday, September 18, 2017 9:18 AM
To: Jodi Platt <jodi.platt@co.ellis.tx.us>
Cc: Sara Garcia <sara.garcia@co.ellis.tx.us>; Jocelyn King <jocelyn.king@co.ellis.tx.us>
Subject: Re: Liebert NPower Maintenance Bypass Quote

Okay. I'll get it signed and over to you.

Sent from my iPhone

On Sep 18, 2017, at 9:09 AM, Jodi Platt <jodi.platt@co.ellis.tx.us> wrote:

Teral,

We will get your purchase order processed today. All we need is a signed requisition. We can receive scanned copy. Let me know if you need me to do anything.

Thank you,

Jodi

From: Teral Crawford [<mailto:teral.crawford@co.ellis.tx.us>]
Sent: Wednesday, September 13, 2017 2:13 PM
To: Sara Garcia <sara.garcia@co.ellis.tx.us>; Jodi Platt <jodi.platt@co.ellis.tx.us>
Cc: Jocelyn King <jocelyn.king@co.ellis.tx.us>
Subject: FW: Liebert NPower Maintenance Bypass Quote
Importance: High

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There was an amount not to exceed set at \$85,700 by the Court in that session from 001-0140-50802 Equipment.
I don't know that I have the numbers with me that show what we have used from that so far.
We purchased two servers from CSI Computer Solutions, the Barracuda backup server from CSI Computer Solutions and the maintenance and fans and capacitors replacement from Vertiv.
I'll see if I can find those. I don't have access in GEMS to find any of it electronically.
Please let me know what you need from me to proceed.
Thanks,
Teral

Teral L. Crawford
I.T. Director
Ellis County Texas

<image001.jpg>

From: Dennis Lui [mailto:DLui@tplan.com]
Sent: Wednesday, September 13, 2017 10:24 AM
To: Teral Crawford <teral.crawford@co.ellis.tx.us>
Subject: Liebert NPower Maintenance Bypass Quote

Teral,

Please see the attached proposal for the Liebert NPower UPS Maintenance Bypass.

Let me know if you need anything else.

Thanks,

Dennis Lui | Tech Plan, Inc.
717 Taylor Dr | Plano, Texas 75074
T 469-467-4032 | M 469-534-4711 | O 469-467-4000 | E dlui@tplan.com
www.techplaninc.com

From : Teral Crawford <teral.crawford@co.ellis.tx.us>

Mon, Sep 18, 2017 09:17 AM

Subject : Re: Liebert NPower Maintenance Bypass Quote

To : Jodi Platt <jodi.platt@co.ellis.tx.us>

Cc : Sara Garcia <sara.garcia@co.ellis.tx.us>, Jocelyn King <jocelyn.king@co.ellis.tx.us>

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<image001.jpg>

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 1 attachment

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www.techplaninc.com



image001.jpg
13 KB

From : Teral Crawford <teral.crawford@co.ellis.tx.us>

Wed, Sep 13, 2017 02:14 PM

Subject : FW: Liebert NPower Maintenance Bypass Quote

3 attachments

To : Sara Garcia <sara.garcia@co.ellis.tx.us>, Jodi Platt <jodi.platt@co.ellis.tx.us>

Cc : Jocelyn King <jocelyn.king@co.ellis.tx.us>

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www.techplaninc.com



image002.jpg
10 KB

DVM - Quote Drawing - BO-208915 - 7-28-17.pdf
759 KB

Ellis County - Npower Bypass Quote - Rev 1.doc
245 KB

From : Teral Crawford <teral.crawford@co.ellis.tx.us>

Subject : Fwd: Liebert NPower Maintenance Bypass Quote

To : jocelyn <jocelyn.king@co.ellis.tx.us>

Wed, Sep 13, 2017 01:28 PM

2 attachments

Sent from my iPhone

Begin forwarded message:

From: Dennis Lui <DLui@tplan.com>

To: Teral Crawford <teral.crawford@co.ellis.tx.us>

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Wed, Sep 13, 2017 10:23 AM
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-
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 - **Ellis County - Npower Bypass Quote - Rev 1.doc**
245 KB
-



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA



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

January 19, 2018

Request for Approval of January 30, 2018
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Guild Mortgage Co.	157321	\$3,154.10
Corelogic	216298	\$5,011.68
Chancy C Garrison	226657	\$4,085.85
Mickey & John Norwood	161536	\$3,259.03

Total: \$15,510.66



AGENDA ITEM SP1



SHORT TITLE:

Simplified plat of Lone Oak Estates Lot 1.

LEGAL CAPTION:

Consider and act on a request for a simplified plat of Lone Oak Estates. The property contains ± 1.6645 acres of land in the A. de la Garza Survey, Abstract No. 2 located on the east side of Lone Oak Road ± 2,100 feet south of Old Telico Road in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.



APPLICANT:

Leonard Novak



PURPOSE:

The applicant wishes to subdivide this property into one (1) lot. The proposed width of the one (1) lots is 200 feet, and the lot contains ±1.6645 acres. The remaining ± 49.7408 acres will stay unplatted until further subdivision occurs.



HISTORY:

There is no history of any other subdivision requests on this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a total right-of-way dedication of thirty (30) feet from the centerline of Lone Oak Road, complying with the Thoroughfare Plan by dedicating one-half of the necessary right-of-way dedication for this road.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends **approval** of this request, as presented.



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator

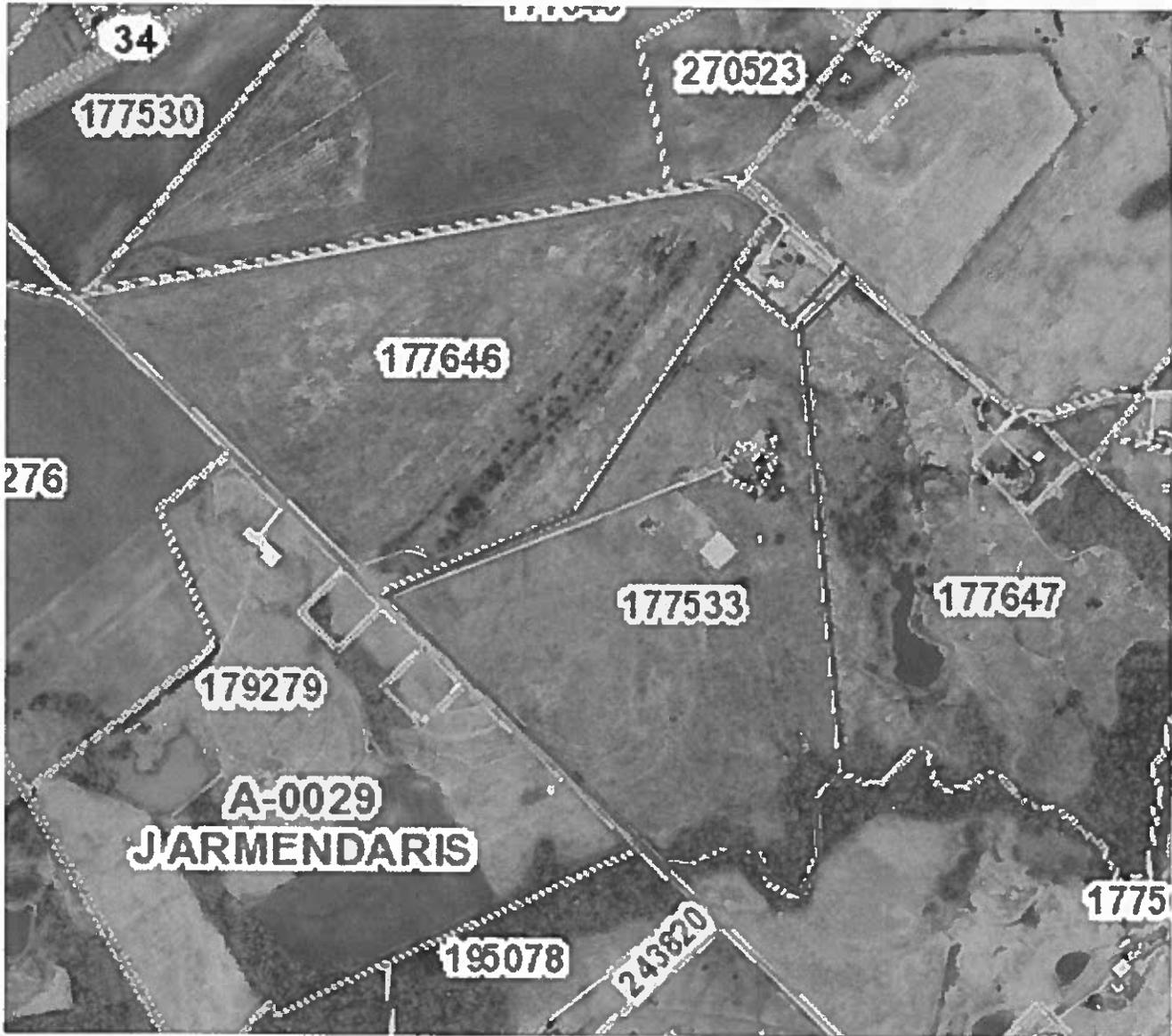


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



Subject Property: 177533

[ESD #1
Murrell]

1-12-2018

2.2

Application for Ellis County Emergency Service District Board

Name Genwa Mae Mullins
 Address 624 FM 308
Grandview TX 76050
 Phone Home _____
 Work 017-378-5355
 Mobile 214-317-1592
 E Mail gmullins0709@hotmail.com
 Emergency Service District applying for: ESD1

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

Michael Mullins (spouse) (volunteer w/FD)

Do you live within this district? yes How long have you lived in Ellis County? 6 yrs
 US Citizen? yes Registered voter? yes
 Current employer XTO Energy
 Military Service _____

Have you filed federal income tax returns for the past five (5) years? If no, give details yes

Have you ever been arrested? If yes, give details
yes - 1995/1997 (cant remember exact date) Theft by check less than \$200 - (was going through a divorce)

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.
NO

Have you ever been delinquent in child support payments? If yes, give details
NO

Has your driver license ever been suspended? If yes, give details
NO

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) NO

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?
Yes - Community Involvement Committee (Jordan Syrs)
(President)

Business Boards Please tell us about your business experience and your experience on other boards.
Accounting (Payable/Receivables) handle large volume accounts reconcile many spreadsheets, Admin Asst. VP of Crouse Custom Charters
very active in the community participation, Liaison for Chamber of Commerce
National Night out - many fundraisers - monthly meetings

What do you hope to accomplish as a member of the Emergency Service District Board?

To support the existing board members to be a successful station, work closely with the community for an open report and to become readily available for request - documents, fundraisers? Community events.

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. 1 that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.

Benjamin Muller
Applicant's Signature

1/11/2018
Date

Texas LICENSE TO CARRY HANDGUN



LICENSE # 01608681
 DL# TX 12859100
 DOB 07/09/1967
 EXPIRES: 07/09/2022
 NAME: BRO EYES: BRO SEX: F
 HT: 5-05 WT: 180
 MILLINS, GENEVA MAE
 624 FM 308
 GRANDVIEW TX 76066

A. A. Mill

Texas DRIVER LICENSE



DL 12859100 Class C
 Iss 01/30/2014 Exp 07/09/2019
 DOB 07/09/1967
 MILLINS
 GENEVA MAE
 624 FM 308
 GRANDVIEW TX 76066

Restrictions A No End NONE
 Hgt 5-05 Sex F Eyes BRO

A. A. Mill

USA TX



Ellis County Fire Marshal

109 S. Jackson

Waxahachie Texas, 75165

Phone

972-825-5555

Fax

972-825-5551

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Genera Mullins, do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the Ellis County Fire Marshal's Office whether the said records are of a public, private, or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of the records of: educational institutions; financial or credit institutions, including records of loans, the records of commercial or retail credit agencies (including credit reports and/or ratings), and other financial statements and records wherever filed; employment and pre-employment records, including background reports, efficiency ratings, complaints, grievances, and disciplinary actions filed by or against me and the records and recollections of attorneys at law or of other counsel, whether representing me or another person in any case, either criminal or civil, in which I presently have or have had an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon the release authorization will be considered in determining my suitability as an Ellis County Fire Commissioner for Emergency Services District # 1 (Maypearl). I also certify that any person(s) and governmental entity (ies) who may furnish such information concerning me shall not be held accountable for giving this information; and I hereby release, indemnify, and hold harmless said person(s) and governmental entity(ies) from any and all liability which may be incurred as a result of furnishing such information. I also release and hold harmless Ellis County and the Ellis County Fire Marshal from any claim or demand related to Ellis County, Texas obtaining and/or considering any such information.

I further agree to waive any right whatsoever to the background investigation report, or any other report developed through this waiver or used as part of the process to determine my suitability to become a Ellis County Fire Commissioner.

A photocopy or facsimile copy of this release form will be valid as an original thereof, even though said photocopy does not contain writing of my signature.

Sergeant Mark Geneva Mullins Sworn to and subscribed before me by applicant on Applicant's Printed Name (Include maiden name) this 11th day of JANUARY, ~~2017~~ 2018 (Lawson)

Sergeant Mark
Applicant's Signature

Velita A. Way
Notary Public

Date of Birth 07/09/1967 TARRANT County, Texas

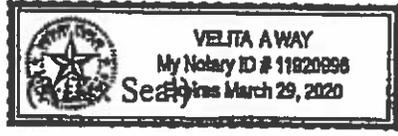
Social Security # 589-10-8406

Driver's License # 12859100 State TX

Phone (214) 317-1592

Address 624 Fm 308

City/State/Zip Grandview, TX 76050



I have read and I understand all of the above.

Sergeant Mark
Signature

01/11/2018
Date

2.7

2018-19 Ellis County's Cisco Renewal Summary

Co-term end date of 2-20-19

<u>Quote#:</u>	<u>DIR Discounted Price:</u>
221083708	\$ 28,309.84
201084977	\$ 7,566.53

\$ 35,876.38 Total DIR Purchase price

*End dates in red indicate Cisco's end-of-support date for that item. Cisco will no longer support this item beyond that date.



Dana Morgan
 Maintenance Specialist
 Flair Data Systems
 2805 North Dallas Parkway
 Suite 240
 Plano, TX 75093
 214-445-3535-ph
 214-445-3594-fax
dmorgan@flairdata.com

25



Russell Byrum Signs, Inc.
RB Signs, Inc.
1006 Johnson Lane
Midlothian, TX 76065

Office:972.291.0728
Fax:972.291.3707
www.RBSIGNS.net

Please send payment to
address on left.

INVOICE

Date	Invoice #
1/22/2018	19523

Bill To

ELLIS COUNTY TAX OFFICE-MID
330 North 8th Street Suite 108
Midlothian, TX 76065

Job Location or Ship To Address

ELLIS COUNTY TAX OFFICE-MID
330 North 8th Street Suite 108
Midlothian, TX 76065
Sara Garcia 972-825-5088
Sara.Garcia@co.ellis.tx.us

S. O. No.	P.O. No.	Job No.	Terms	Project	Service Tech
S-20175777			Due on receipt		

Invoic...	Description	Serviced	Rate	Amount
1	REFACE EXISTING POLE SIGN - manufacture and install (2) new faces for existing pole sign as per approved drawing PO# required to begin production Permit will be additional if required by city		1,900.00	1,900.00

Subtotal \$1,900.00

Sales Tax (8.25%) \$0.00

Total \$1,900.00

Payments/Credits \$0.00

Balance Due \$1,900.00

WARRANTY: 1 year Manufacturers' warranty applies only to products manufactured and serviced by Russell Byrum Signs. Excluding any other work performed by others not authorized by Russell Byrum Signs, and also excluding acts of God (i.e.) tornadoes, lightning, hurricanes etc...

The materials and parts furnished by Russell Byrum Signs, are guaranteed by the suppliers of Russell Byrum Signs, for one full year. Neon, lamps and all electronics are only warranted for 90 days from installation. Labor on parts and materials is warranted for 90 days from installation. Flex faces must have proof of being cleaned once a year for warranty to be valid.

NOTE: Warranty will be voided if power is left on to any lighted sign for 24 hrs a day., 7 da. a wk. Electrician must hook to a working photo cell or time clock. All signs remain the property of Russell Byrum Signs until paid in full.
All deposits are non-refundable.



RB Signs, Inc.
 Russell Byrum Signs, Inc.
 1006 Johnson Lane
 Midlothian, TX 76065
 Office:972.291.0728
 Fax:972.291.3707
 www.RBSIGNS.net

Estimate/Quotes good
 for 30 days.

Terms:

2.6
Estimate

Date	Estimate #
1/22/2018	2018-954

Name / Address

ELLIS COUNTY TAX OFFICE-MID
330 North 8th Street Suite 108
Midlothian, TX 76065

Ship To

ELLIS COUNTY TAX OFFICE-MID
330 North 8th Street Suite 108
Midlothian, TX 76065
Sara Garcia 972-825-5088
Sara.Garcia@co.ellis.tx.us

Qty	Description	Price	Total
1	REFACE EXISTING POLE SIGN - manufacture and install (2) new faces for existing pole sign as per approved drawing PO# required to begin production Permit will be additional if required by city	1,900.00	1,900.00

To Accept: Sign, email or fax back to mb@rbsigns.net or 972-291-3707. Work will be scheduled upon receipt of payment and approved permit.

Signature _____

Print Name _____

Date _____

Receipt of payment confirms agreement of all above and below terms, descriptions and information.

WARRANTY: 1 year Manufacturers' warranty applies only to products manufactured and serviced by Russell Byrum Signs. Excluding any other work performed by others not authorized by Russell Byrum Signs, and also excluding acts of God (i.e.) tornadoes, lighting, hurricanes etc... The materials and parts are guaranteed by the suppliers, for one full year. Neon, lamps and all electronics are only warranted for 90 days from installation. Labor on parts and materials is warranted for 90 days from installation. ELECTRICAL NOTE: Electrical will be hooked up at time of install only if there is designated power for sign located within 10 feet of sign. Warranty will be voided if power is left on to any lighted sign for 24 hrs a day., 7 da. a wk. Electrician must hook to a working photo cell or time clock. All signs remain the property of Russell Byrum Signs until paid in full. Signs left in RBSigns possession will be disposed of after 90 days. Payments are non-refundable.

Subtotal \$1,900.00

Sales Tax (8.25%) \$0.00

Total \$1,900.00

Texas Electrical Sign Contractor Lic# 18125 - "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints"

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Russell Byrum Signs, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1006 Johnson Lane	Requester's name and address (optional)
	6 City, state, and ZIP code Midlothian, TX 76065	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
[] [] [] []	- [] [] - [] [] [] []								
or									
Employer identification number									
7	5	-	2	6	3	1	9	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

216

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50560-00000-000	Compens/Fringe Liab/ Staffing	10,078.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-50502-00000-000	Deputies Salary	9,058.00
001-0190-50553-00000-000	Soc Sec	1,020.00

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 _____, 2017/2018

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

Temporary Postion

Hire Date 2/1/2018

Termination Date

Salary

Hourly \$ 21.0000

Hours Worked 593.00 2/1/18 - 5/11/18 \$ 12,453.00

0.00 \$ -

Vacation 0.00 \$ -

Sick 0.00 \$ -

Accrued Vacation 0.00 \$ -

593 \$ 21.0000

\$ 12,453.00

Salary	Longevity	FICA	Retirement/	unemployment	wc
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\$ 12,453.00	\$ -	\$ 952.65	\$ -	\$ 24.91	\$ 42.47
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Total Taxes/Benefits \$ 1,020.03

Total Salary/Longevity \$ 12,453.00

Total Pay Out \$ 13,473.03

Part-time line 3,395.00

\$ 10,078.03

Emp# 292
 Hire Date 8/21/2000
 Termination Date 1/31/2018
 Salary \$ 1,941.1538
 Hourly \$ 24.2645

Hours Worked 24.00 1/28/18-1/31/18 \$ 582.35
 0.00 \$ -
 Vacation 215.50 \$ 5,229.00
 Sick 301.25 \$ 12.1323 \$ 3,654.86
 Accrued Vacation 78.24 hours 163 0.48 \$ 1,898.45
 618.99 \$ 24.2645 \$ 11,364.66

\$ 11,364.66

Hours 559
 Days 69.90 70

Feb-18 20
 Mar-18 22
 Apr-18 21
 May 1 - May 10 7
 70

59 days w/o adding benefits
 April 23, 2018

Can hire someone on May 10, 2018

Salary	Longevity	FICA	Retirement	nemployme	wc
\$ 11,364.66	\$ -	\$ 869.40	\$ 1,273.98	\$ 22.73	\$ 38.76

Total Taxes/Benefits \$ 2,204.86
 Total Salary/Longevity \$ 11,364.66

Total Pay Out \$ 13,569.52