

**NOTICE OF REGULAR MEETING  
KAUFMAN COUNTY COMMISSIONERS' COURT**



FILED FOR REC'D  
KAUFMAN CO. CLERK  
2018 AUG -3 AM 11:10  
BY: [Signature] LAURA A. [Signature]  
COUNTY CLERK

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, August 8, 2018 at 9:00 a.m., in the Commissioners' Court Room at the Courthouse Annex 100 North Washington Street, Kaufman, Texas**, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

**INVOCATION;**

**PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;**

**PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;**

**REMARKS FROM VISITORS;** (Any member of the public that wishes to speak on an item that is on this agenda will need to sign in, complete a Public Participation Form, and present to County Clerk prior to court. Speakers will be restricted to a three minute presentation.)

1. **ROUTINE CORRESPONDENCE.**
2. **CONSENT AGENDA**
  - A. **Discuss/Consider** approving First Amendment to SAVNS Maintenance Grant Contract to extend to August 31, 2019.
  - B. **Discuss/Consider** accepting Commissioners' Court Regular Meeting minutes for July 25, 2018 and August 1, 2018.
3. **Discuss/Consider** approving any necessary action as a result of technical memorandum findings regarding the 2035 Thoroughfare Plan and Windmill Farms Phase 4 Development.
4. **Discuss/Consider** approving variances for Windmill Farms 4D preliminary plat.
5. **Discuss/Consider** approving preliminary plat for Windmill Farms 4D.
6. **Melinda Polk; Discuss/Consider** approving resolution authorizing County Grant Program Year 2019 for Senior Connect.
7. **Discuss/Consider** leasing 2018 John Deere 544K loader from RDO equipment in the amount of \$173,918.52 for R&B Pct. #4 utilizing Buyboard Contract #515-16.
8. **Discuss/Consider** approving request for OSSF variance located at 14413 Pecan Lane, Forney Texas in Kaufman County Pct. 2.
9. **Discuss/Consider** approving request by Lynx Hollow Subdivision to cut three places on County Road 221 to facilitate the required water main connections to High Point SUD in Kaufman County Pct. 2.
10. **Discuss/Consider** approving Interlocal Agreement between Kaufman County and Forney Independent School District for School Resource Officers.

11. **Discuss/Consider** approving order creating a County Elections Administrator.
12. **Discuss/Consider** setting public hearing dates on proposed tax rate.
13. **Discuss/Consider** taking record vote on Proposed Tax Rate.
14. **Discuss/Consider** setting public hearing date on proposed budget for FY 2018-2019 and adopting the budget after the public hearing.
15. **Discuss/Consider** approving payroll and benefits.
16. **Discuss/Consider** line item transfers.
17. **Discuss/Consider** claims for payment.
18. **Discuss/Consider** exiting regular meeting and entering into executive session.
19. **Executive Session:** Pursuant to Section 551.071 of the Texas Government Code, the Commissioners Court will meet in closed session to consider pending or contemplated litigation subjects or settlement offers. The following cases/subjects may be discussed:  
Windmill Farms 4D Development -- 2035 Thoroughfare Plan and preliminary plat variances; Earl Lassiter and Sue Lassiter v. Kaufman County Commissioners Court – filed 100368-CC2.
20. **Discuss/Consider** exiting executive session and entering back into regular meeting.
21. **Discuss/Consider** taking any action needed as a result of executive session.
22. **Motion to Adjourn Regular Meeting** and enter into Budget Workshop.

#### **Budget Workshop:**

To discuss the FY 2018-2019 Budget; and meet with the following departments; Indigent Health Care, Purchasing, District Clerk, Public Works, Fire Marshal, Human Resource, Constable Precinct 1,2,3 and 4, Justice of the Peace Precinct 1,2,3 and 4, Facilities Department, Library budgets, Adult Probation, Treasurer, County Court at Law, County Court at Law #2, Veterans Service Office, Auditor, County Clerk, District Attorney, Sheriff's Department, Public Defender, Emergency Management, Project Manager, 86<sup>th</sup> District Court, 422<sup>nd</sup> District Court, Telecommunications Department, Senior Connect, IT Department, Emergency Childrens' Shelter, Juvenile Probation, and any other departments/agencies who receive funding from Kaufman County.

*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below*

Attorney Consultation	Gov't Code §551.071
Real Property	Gov't Code §551.072
Contract being negotiated	Gov't Code §551.0725
Prospective gifts or donations	Gov't Code §551.073
Personnel Matters	Gov't Code §551.074
County Advisory Body deliberations	Gov't Code §551.0745
Security Devices or Security Audits	Gov't Code §551.076
Economic Development negotiations	Gov't Code §551.087

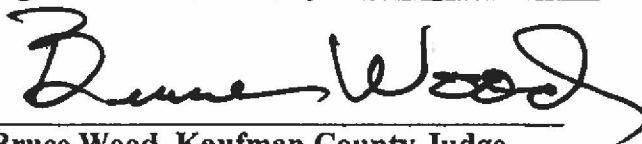
*Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court*



with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

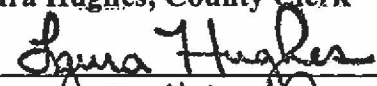
Signed this the 3<sup>rd</sup> day of August 2018.



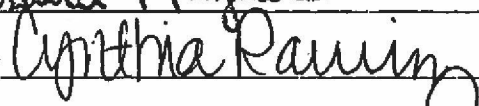
**Bruce Wood, Kaufman County Judge**

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of meeting of the Kaufman County Commissioners' Court is a true and correct copy of said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 3<sup>rd</sup> day of August, 2018, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**Laura Hughes, County Clerk**

By: 

Deputy



(ANYONE WHO HAS IMPAIRMENTS REQUESTING AID AT THE COMMISSIONERS' COURT OR ANY PUBLIC MEETING MUST CALL THE COUNTY CLERK AT LEAST 72 HOURS PRIOR TO THE MEETING.)



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## FIRST AMENDMENT TO SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1877307-01

This contract amendment is executed between the Office of the Attorney General (OAG) and Kaufman County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract amendment individually as "Party" or collectively as "Parties."

### INDUCEMENTS

**Whereas**, the OAG and GRANTEE agreed to and executed that certain Grant Contract, identified as OAG Contract No. 1877307 (the "Original Contract").

**Whereas**, the OAG and GRANTEE desire to amend the terms of the Original Contract as set forth hereinafter and intend to create a new contract consisting of the amended provision of this **FIRST AMENDMENT TO GRANT CONTRACT**, identified as the "First Amendment Contract" and the remaining unchanged provisions of the Original Contract.

**NOW, THEREFORE**, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree as follows:

### SECTION 1. AMENDED SECTION OF ORIGINAL CONTRACT

The OAG and GRANTEE agree to amend Section 2 of the Original Contract to read as follows:

**SECTION 2. TERM OF THE CONTRACT** This contract shall begin on September 1, 2017 and shall terminate August 31, 2019, unless it is terminated earlier in accordance with another provision of this contract.

### SECTION 2. ENTIRE AGREEMENT

The entire agreement between the OAG and GRANTEE consists of the new provision of this First Amendment Contract and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.



## **SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 1877307**

This contract is executed between the Office of the Attorney General (OAG) and Kaufman County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract individually as "Party" or collectively as "Parties."

### **SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services ("SAVNS services"). The initial term of the Vendor Certification was from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2019 (the "Vendor Renewal Certification"). The Vendor Renewal Certification is attached hereto as Exhibit C and incorporates the offer to perform the "Requested Scope of Services—Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification," as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

### **SECTION 2. TERM OF THE CONTRACT**

This contract shall begin on September 1, 2017 and shall terminate August 31, 2018, unless it is terminated earlier in accordance with another provision of this contract.

### **SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a contractual "Services Agreement" with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Vendor Certification documents. The Services Agreement shall consist of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D

(available at <http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3937>), as it and the related contract documents existed on September 1, 2017, as modified by the specific language provided in Exhibit B, which is attached hereto. GRANTEE acknowledges and agrees that it will only be eligible to receive grant funds under this contract if the Services Agreement includes the required modified language in Exhibit B. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Services Agreement or to any executed Services Agreement between GRANTEE and the Certified Vendor, except as permitted by OAG or as required by this contract. Moreover, GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this contract, and will remain on financial hold until OAG receives an executed copy of the Services Agreement required by this section.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS services; verify the Certified Vendor’s performance according to the Services Agreement; satisfactorily discharge GRANTEE’s obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement with the Certified Vendor for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor’s performances.

**3.5 Scope of Services.** For the purpose of this contract, the requirements, duties, and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services.” As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

**3.6 Special Conditions.** The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this contract. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

#### **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

##### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply

with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.



**4.2.4 “Problem Log.”** GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved.

### **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES -** GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds will be paid on a cost-reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15 of each fiscal year covered by the term of this contract, GRANTEE will submit fiscal year-end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual

independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:**

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will invoice GRANTEE by September 15 of each fiscal year covered by the term of this contract.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this contract end respectively on November 30, February 28, May 31, and August 31. GRANTEE shall include a verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.
- d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.
- e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.
- f. The OAG will process and forward payments to the Certified Vendor for each quarter during each fiscal year covered by the term of this contract for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of each respective quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the OAG receives a correct and complete invoice and any other information or documentation required by this contract or the OAG. If an invoice is submitted after the fifth (5th) day of any month following the end of the respective quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each respective quarter.
- g. If the GRANTEE does not submit the required invoice and verification prior to

the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this contract; or (2) the end of each state fiscal year covered by the term of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing

GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this contract executed between OAG and GRANTEE.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11, and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this contract.

**6.5 Notices to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared

by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably



require to perform the audits described in this contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.texas.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports, Notices and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.texas.gov

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, and Other Applicable Requirements.** GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance

with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Does Not Boycott Israel.** As required by Texas Government Code, section 2270.002, GRANTEE certifies, by executing this contract, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee.

**10.6 Prohibited Company.** GRANTEE certifies, by executing this contract, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, is a company with which OAG is prohibited from contracting under Texas Government Code, section 2252.152.

**10.7 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this contract, funds may only be expended under this contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.8 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this contract, and except as provided by that Act, funds may not be distributed under this contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a

franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may

copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted right to use, copy, modify, prepare derivative works, publish, and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR,** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed



by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.


**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

\_\_\_\_\_  
Office of the Attorney General

**Kaufman County**

  
\_\_\_\_\_  
Printed Name: Bruce Wood  
Authorized Official  
County Judge

**SAVNS MAINTENANCE GRANT CONTRACT****OAG Contract No. 1877307****EXHIBIT A****Population Size:** Medium

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$14,467.87	\$-	12	<b>\$14,467.87</b>

**AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES IT ASSIGNS ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.**

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

## **SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No. 1877307**

### **EXHIBIT B**

The following language shall replace the current language in Section VIII of the VINE Service Agreement attached to DIR-TSO-3937 as Appendix D:

**VIII. Confidentiality.** The Service Provider shall not disclose any Confidential Information without the Customer's express, prior written permission, except to the extent that a disclosure is required by law or court order. For purposes of this paragraph, "Confidential Information" means all documents, reports, data, records, forms, and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, "Confidential Information" does not include information in the public domain.

In addition, the Service Provider shall not remarket or utilize any documents, reports, data, records, forms, or other materials created or obtained in relation to the VINE System, except as consistent with the terms of the Office of the Attorney General of Texas's Vendor Renewal Certification for the Statewide Automated Victim Notification Service.

## SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 1877307

### EXHIBIT C



**KEN PAXTON**

ATTORNEY GENERAL OF TEXAS

### **Vendor Renewal Certification for the Statewide Automated Victim Notification Service (SAVNS)**

The Office of the Attorney General (OAG) initially accepted the offer of Appriss, Inc. to perform the requested Scope of Services - Statement of Work Requirements and Terms of Conditions Applicable to Vendor Certification submitted in the original response to the Request for Offer (RFO) for Statewide Automated Victim Notification Service (SAVNS), RFO #302-14AT-SAVNS, dated May 15, 2013. The original term of certification was for the period of September 1, 2013 to August 31, 2015. The RFO allowed the OAG to extend the certification for two additional two-year terms with the first optional renewal term to begin September 1, 2015. The OAG has previously exercised the first extension.

At this time, the OAG elects to extend the Vendor Certification for the Statewide Automated Victim Notification Service to Appriss Inc. for the second and final two-year renewal allowed in the RFO. This extension will be for the period beginning September 1, 2017 to August 31, 2019 and will be based on the Pricing Model that was approved in the original RFO response and subject to funding availability.

Consistent with the OAG's authority contemplated by the RFO, the OAG issues this certification under the limitations specified herein. The OAG's certification extends only to contracts relating to the SAVNS program that utilize the VINE Services Agreement template provided by the OAG. The OAG may withdraw this certification if Appriss violates any provision in the agreement template or any restriction contained herein. With the exception of information in the public domain, Appriss may not utilize SAVNS data for any purpose other than providing or improving Appriss' own existing products and services to Law Enforcement Agencies and Government Agencies. For purposes of this paragraph, "utilize SAVNS data" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

The Vendor Certification is subject to Appriss' continued adherence to any and all requirements in the RFO and the accepted response. The OAG may terminate or modify this certification at any time for failure to comply with any requirements of the RFO or to comply with any Texas or federal law.

AGREED AND ACCEPTED:

[Signatures on file]

Adrienne McFarland  
Deputy A.G. for Criminal Justice  
Office of the Attorney General

Joshua P. Bruner  
President, Appriss Safety  
Appriss Inc.

**KAUFMAN COUNTY  
COMMISSIONERS COURT AGENDA REQUEST FORM**

ALL REQUESTS WITH SUPPORTING DOCUMENTATION TO BE PLACED ON THE COURT AGENDA MUST BE RECEIVED BY THE COUNTY JUDGE'S OFFICE **NO LATER THAN 5:00 P.M. ON THE MONDAY NINE (9) DAYS PRIOR TO THE MEETING.** REGULAR COMMISSIONERS COURT MEETINGS ARE HELD EVERY WEDNESDAY OF THE MONTH. REQUEST THAT DO NOT HAVE SUPPORTING DOCUMENTATION WILL NOT BE PLACED ON THE AGENDA. **THREE COPIES OF DOCUMENTATION ARE NEEDED FOR THE COURT AND SHOULD BE SUBMITTED WITH YOUR REQUEST.**

Submitted by  
(Printed Name): Judge Bruce Wood Date: February 2, 2018

Signature: \_\_\_\_\_

Department: County Judge Court Date Requested: Feb. 14, 2018

ACTION TO BE TAKEN BY COURT: **(PLEASE PRINT)**

Discuss/Consider approving SAVNS (Statewide Automated Victim Notification Service) grant with the Attorney General.

(Vines grant)

REMARKS:

HAS THIS ITEM BEEN BEFORE THE COMMISSIONER COURT PREVIOUSLY? **YES NO**

IF SO, WHEN? \_\_\_\_\_ FISCAL IMPACT \$ \_\_\_\_\_

FROM WHICH LINE ITEM: \_\_\_\_\_

HAS THIS ITEM BEEN REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE? **YES NO**

RETURN TO: COUNTY JUDGE'S OFFICE  
100 W. MULBERRY ST.  
KAUFMAN, TX 75142

**COMMISSIONERS COURT  
REGULAR MEETING & WORKSHOP  
JULY 25, 2018**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting / Workshop in the Kaufman County Commissioners Court Conference Room, Kaufman Texas with the following members present to wit: **Bruce Wood**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3; **Jakie Allen**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

**INVOCATION;**

**PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;**

**PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;**

**REMARKS FROM VISITORS;**

**ROUTINE CORRESPONDENCE**

1. John Polster from Innovative Transportation Solutions (ITS) spoke on Kaufman County Transportation Bond Projects.

**MOTION TO APPROVE CONSENT AGENDA**

2. There came on to be a motion to approve the Consent Agenda.
  - A. Approve Commissioners Court Meeting Minutes for Special Meeting on July 12, 2018 and Regular Meeting on July 18, 2018.
  - B. Approve Interlocal Agreement with North Central Texas Council of Governments (NCTCOG) for Solid Waste Implementation Project.
  - C. Review House Bill 3693 Report regarding Kaufman County's 2017 Utility Usage.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Barber.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

3. There came on to be a motion to accept Treasurer's Monthly Report for June 2018, the Quarterly Report, and the Quarterly Investment Report for quarter ending June 30, 2018.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

4. There came on to be a motion to approve Sheriff's Department Monthly Report for June 2018.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Barber.

Motion was put to a vote. Motion carried and is so ordered.



**MOTION TO APPROVE CONTRACT**

5. There came on to be a motion to approve an Assessments and Collections Contract with the City of Oak Grove and Kaufman County Tax Assessor/Collector.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**PRESENTATION**

6. There came on to be an update regarding the Kaufman County Child Welfare Board.

**MOTION TO APPROVE PAYROLL AND BENEFITS**

7. There came on to be a motion to approve Payroll and Benefits.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE LINE ITEM TRANSFERS**

8. There came on to be a motion to approve Line Item Transfers.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE CLAIMS FOR PAYMENT**

9. There came on to be a motion to approve Claims for Payment for \$393,284.33.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE EXITING REGULAR MEETING**

**AND ENTER INTO EXECUTIVE SESSION**

10. There came on to be a motion to approve exiting the Regular Meeting and enter into Executive Session:

Pursuant to Texas Government Code §551.071: Pending or contemplated litigation subjects or settlement offers. The following subject may be discussed: Windmill Farms 4D Development - 2035 Thoroughfare Plan and Preliminary Plat variances.

Pursuant to Section Texas Government Code §551.087: Deliberations regarding economic development negotiations. The following subject may be discussed: Economic Development negotiations for Project Eagle in Kaufman County Precinct 2.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**EXECUTIVE SESSION**

11. Executive Session was held. County Judge has Certified Agenda.

**MOTION TO APPROVE EXITING EXECUTIVE SESSION  
AND ENTER INTO REGULAR MEETING**

12. There came on to be a motion to approve exiting the Executive Session and enter into Regular Meeting.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TABLE ACTION FROM EXECUTIVE SESSION**

13. There came on to be a motion to table Project Eagle in Kaufman County Precinct 2 for further review.

Motion was made Commissioner Skeet Phillips and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

**PRESENTATIONS**

14. There came on to be a Freese and Nichols presentation of a Technical Memorandum regarding Windmill Farms Phase 4 Development and 2035 Thoroughfare Plan.

17. There came on to be presentation on the Preliminary Plat for Windmill Farms 4D.

**MOTION TO TABLE VARIANCES**

16. There came on to be a motion to table variances for Windmill Farms 4D Preliminary Plat, on condition that it be put on August 1, 2018 Agenda.

Motion was made by County Judge Bruce Wood and seconded by Commissioner Terry Barber.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TABLE ACTION**

15. There came on to be a motion to table action as a result of Technical Memorandum findings regarding the 2035 Thoroughfare Plan and Windmill Farms Phase 4 Development, on condition that it be put on August 1, 2018 Agenda.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TABLE PRELIMINARY PLAT**

17. There came on to be a motion to table Preliminary Plat for Windmill Farms 4D.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ADJOURN AND ENTER INTO BUDGET WORKSHOP**

18. There came on to be a motion to adjourn Regular Meeting and enter into Budget Workshop.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**BUDGET WORKSHOP**

Workshop in the Kaufman County Commissioners Court Conference Room, Kaufman Texas with the following members present to wit: **Bruce Wood**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3: Absent; **Jakie Allen**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

To discuss the proposed FY 2018 Budget and possibly meet with the following persons/departments: Rebecca Anderson, Terrell Library; Indigent Health Care, Purchasing, District Clerk, Public Works, Fire Marshal, Human Resource, Constable Precinct 1,2,3 and 4, Justice of the Peace 1,2,3 and 4, Facilities Department, Library, Adult Probation, Treasurer, County Court at Law, County Court at Law #2, Veterans Service Office, Auditor, County Clerk, District Attorney, Sheriff's Department, Public Defender, Emergency Management, Project Manager, 86th District Court, 422nd District Court, Telecommunications Department, Senior Connect, IT Department, Emergency Children's Shelter, Juvenile Probation, and any other departments/agencies who receive funding from Kaufman County.

**MOTION TO APPROVE EXITING BUDGET WORKSHOP  
AND ENTER INTO EXECUTIVE SESSION**

There came on to be considered a motion to approve exiting the Budget Workshop and enter into Executive Session: Pursuant to Texas Government Code §551.074: Personnel Matters to discuss Purchasing; Developmental Services; Telecommunications Department; and IT Department. Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips. Motion was put to a vote. Motion carried and is so ordered.

**EXECUTIVE SESSION**

Executive Session was held. County Judge has Certified Agenda.

**MOTION TO APPROVE EXITING EXECUTIVE SESSION  
AND ENTER INTO BUDGET WORKSHOP**

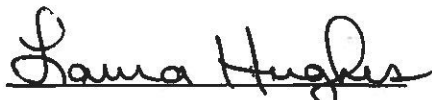
There came on to be considered a motion to approve exiting the Executive Session and enter into Budget Workshop. Motion was made by Commissioner Jakie Allen and seconded by Commissioner Mike Hunt. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TAKE NO ACTION FROM EXECUTIVE SESSION  
MOTION TO ADJOURN WORKSHOP**

There came on to be considered a motion to adjourn Budget Workshop. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen. Motion was put to a vote. Motion carried and is so ordered.

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that the above Commissioner Court Minutes are a true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:



Laura Hughes, County Clerk

**COMMISSIONERS COURT  
REGULAR MEETING  
AUGUST 1, 2018**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting in the Kaufman County Commissioners Court Conference Room, Kaufman Texas with the following members present to wit: **Bruce Wood**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3; **Jakie Allen**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

**INVOCATION;  
PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;  
PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;  
REMARKS FROM VISITORS;**

**ROUTINE CORRESPONDENCE**

**MOTION TO APPROVE CONSENT AGENDA**

2. There came on to be a motion to approve the Consent Agenda.

A. Proclaim the week of August 12-18, 2018 as National Health Center Week in Kaufman County.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**PRESENTATION**

3. There came on to be a presentation of Texas A&M AgriLife Extension Office Monthly Reports for June and July 2018.

**MOTION TO APPROVE CONTRACT**

4. There came on to be a motion to approve an Assessments and Collections Contract with the Kaufman County Fresh Water Supply District No. 4A and Kaufman County Tax Assessor/Collector.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE CONTRACT**

5. There came on to be a motion to approve an Assessments and Collections Contract with the Kaufman County Municipal Utility District No. 10 and Kaufman County Tax Assessor/Collector.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Terry Barber.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE RIGHT OF WAY DEDICATIONS**

6. There came on to be a motion to approve Freese and Nichols Technical Memorandum recommendations regarding Poetry Ranch and the 2035 Thoroughfare Plan – 80' of Right of Way (ROW) dedication on County Road 324 (CR 324) and 100' of ROW dedication on FM 986, pursuant to Freese and Nichols Memorandum, dated August 1, 2108, subject to finalization of platting process.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TABLE ACTION**

7. There came on to be a motion to table action on Technical Memorandum findings regarding the 2035 Thoroughfare Plan and Windmill Farms Phase 4D Development.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TABLE VARIANCES**

8. There came on to be a motion to table variances for Windmill Farms 4D Preliminary Plat.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TABLE PRELIMINARY PLAT**

9. There came on to be a motion to table Preliminary Plat for Windmill Farms 4D.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE LINE ITEM TRANSFERS**

10. There came on to be a motion to approve Line Item Transfers.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE CLAIMS FOR PAYMENT**

11. There came on to be a motion to approve Claims for Payment for \$1,331,270.04.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ADJOURN**

12. There came on to be considered a motion to adjourn Regular Meeting.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that the above Commissioner Court Minutes are a true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:



Laura Hughes, County Clerk



July 31, 2018

Laura Hughes  
County Clerk  
Kaufman County Courthouse  
100 West Mulberry Street  
Kaufman, TX 75142

**RE: WINDMILL FARMS 4D COMMISSIONERS' COURT AGENDA ITEMS**

Dear Ms. Hughes:

This memo is to serve as our formal request to have Agenda items 7, 8 & 9 tabled and held for hearing at the next Commissioners' Court hearing on Wednesday, August 8<sup>th</sup>, 2018. These items are specifically:

7. *Discuss/Consider approving any necessary action as a result of technical memorandum findings regarding the 2035 Thoroughfare Plan and Windmill Farms Phase 4 Development.*
8. *Discuss/Consider approving variances for Windmill Farms 4D preliminary plat.*
9. *Discuss/Consider approving preliminary plat for Windmill Farms 4D.*

We appreciate Kaufman County's efforts to work with us on issues related to the Windmill Farms Development. If you have questions or require additional information, please advise.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Brett Mann', written over a horizontal line.

W. Brett Mann, PLA, ASLA  
Director, Land Planning



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2019**

A resolution of the County of Kaufman(County) Texas certifying that the county has made a grant to Texas Department of Agriculture, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the County recognizes Melinda Polk as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$70,000 to be used between the:

1<sup>st</sup> of October 2018 and the 30<sup>th</sup> of September 2019  
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this \_\_\_\_ day of \_\_\_\_,  
20\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official of the County

Dr. Bruce Wood, County Judge  
Typed Name and Title





## RDO Finance Quote - Lease

RDO Equipment Co.  
3230 East Airport Freeway  
Irving TX, 75062  
Phone: (972) 438-4699 - Fax: (972) 438-6789

Prepared For:  
KAUFMAN COUNTY PCT #4  
KAUFMAN COUNTY COURT  
PO BOX 191  
KEMP, TX, 751430191  
(972) 932-4331

Prepared By:  
Name: Brandon Aldridge  
Title: Sales Professional  
Phone: (972) 438-4699  
Mobile: (972) 841-1744  
  
Name: Brandon Aldridge  
Title: Sales Professional  
Phone: (972) 438-4699  
Mobile: (972) 841-1744

Buyboard 515-16

### Equipment Information

Status / Year / Make / Model	Serial Number
New 2018 JOHN DEERE 544K	TBD
New 2018 JRB 60FORKS	J000097377-1
New 2018 JRB 544KCPLR	AKR50997

### Quote Overview

Selling Price: \$164,408.44  
DOC/UCC Fees: \$850.00  
Preventative Maintenance: \$8,860.08  
Amount to Finance: ✱ \$173,918.52 ✱

### Quote Options

	Lender	Frequency	Term	Number Of Payments	Security Deposit	Number of Advanced Payments	Payment (Plus Applicable Taxes)	Annual Hours	Purchase Option or FMV
Option 1	John Deere Financial	Monthly	24	24	\$0.00	1	\$3,265.47	1000	\$118,581.00 (PO)
Option 2	John Deere Financial	Annual	24	2	\$0.00	1	\$37,797.87	1000	\$118,581.00 (PO)
Option 3	John Deere Financial	Monthly	36	36	\$0.00	1	\$2,630.11	1000	\$113,350.00 (PO)
Option 4	John Deere Financial	Annual	36	3	\$0.00	1	\$30,443.88	1000	\$113,350.00 (PO)
Option 5	MIDLAND BANK	Monthly	72	72	\$0.00	1	\$2,867.99	1000	\$1.00 (PO)

### Other Notices

All Numbers subject to Final Credit Approval



**JOHN DEERE**

## Investment Proposal (Quote)

RDO Equipment Co.  
3230 East Airport Freeway  
Irving TX, 75062  
Phone: (972) 438-4699 - Fax: (972) 438-6789

Proposal for:  
KAUFMAN COUNTY PCT #4  
KAUFMAN COUNTY COURT  
PO BOX 191  
KEMP, TX, 751430191  
KAUFMAN

Investment Proposal Date: 6/21/2018  
Pricing Valid Until: 7/21/2018  
Deal Number: 1091316  
Customer Account#: 4331005  
Sales Professional: Brandon Aldridge  
Phone: (972) 438-4699  
Fax: (972) 554-2132  
Email: BAldridge@rdoequipment.com

### Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2018 JOHN DEERE 544K	\$184,368.52
1	J000097377-1	0	New 2018 JRB 60FORKS	\$5,300.00
1	AKR50997	0	New 2018 JRB 544KCPLR	\$3,600.00
Equipment Subtotal:				\$173,268.52

### Purchase Order Totals

Balance: \$173,268.52  
Tax Rate 3: ( 0%) \$0.00  
Sales Tax Total: \$0.00  
Sub Total: \$173,268.52  
Cash with Order: \$0.00  
Balance Due: \$173,268.52

# Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2018 JOHN DEERE 544K	7640DW 544K-II 4WD LOADER 0810 STANDARD GATHERING GROUP 0924 FT4 ENGINE 1010 STD 544K LOADER 1110 TRANSMISSION WO AX DISC 1215 130AMP ALTERNATOR 1330 MUFFLER WITH CHROME EXHAUST 1430 AIR INTAKE W PRECLEANER 1520 REVERSE FAN DRIVE 1610 FUEL TANK W STD FILTER 170C JDLINK ULT 5 YEAR SERVICE 1915 STEERING CYLINDERS NG 2010 STD ZB BOOM W STD LINKAGE 2120 CONVENTIONAL STEERING 2220 SEAT, CLOTH W AIR SUSPENSION 2422 2 FN VLVE-JOYSTICK W FNR 2520 LESS RIDE CONTROL 2605 ENGLISH DECALS 2715 15 AMP CONVERTER 2890 NO PAYLOAD SCALE 3046 AXLE,STD REAR & HYD FRONT 3120 AXLE MANUAL DIFF LOCK 4933 20.5-25 L2 16PR NBP BIAS 3PC 5530 STD FRT FNDRS/R PLATFORM 5610 LEFT SIDE STEPS 7110 STD MARKER/TURN LIGHTS 8220 CAST HITCH 8310 OUTSIDE MIRRORS 8422 CAB WITH AIR 8450 AC CHARGE 8740 3YD-105 9IN.(2690MM)BKT 9043 ENVIRONMENTAL DRAIN 9106 STD RADIO AM/FM/WWB 9140 FIRE EXTINGUISHER 9525 SMV EMBLEM 9708 NBP 20.5R25 1" L2 BIAS 3PC
1	J000097377-1	2018 JRB 60FORKS	None
1	AKR50997	2018 JRB 544KCPLR	None



Bane Machinery, Inc.  
P.O. Box 541355  
Dallas, TX 75354-1355

Telephone: 214-352-2468  
Toll Free: 1-800-594-2263  
Fax: 214-352-2460

Date 06-27-2018

## QUOTE GOOD FOR 30 DAYS

Visit us on the web: <<http://www.banemachinery.com/>>

### CUSTOMER

Contact	Lisa Callahan	Phone	972-932-0284
Company	Kaufman County Precinct #1	Fax	972-932-8963
Address	100 N Washington	Email	
City	Kaufman	Cell	
State/Zip	TX 75142	Terms	BUYBOARD

Manufacturer	Hitachi	Operating Weight	26,566 lbs
Model	ZW150-6	Engine Power	138 HP
Year	2018		
Serial No.	TBD		
Hours	NEW		

Equipped With: 3.1 cu yd General Purpose bucket w/b.o.c.e.  
20.5-25-12PR (L2) tires  
Counterweight  
single lever bucket control  
air ride seat  
turn signal with four-way flasher  
F-R Directional Switch  
& Cab w/air conditioner  
Global Telematics Monitoring System  
Standard Warranty Expires 2-Years or 2,000 hours

**Buyboard Sales Price \$134,870.00**

### FREIGHT

SHIP VIA: BANE TRUCK

Approximate Delivery: 30-60 Days

### TERMS & CONDITIONS

All Prices Are F.O.B. Shipping Point & Do Not Include Applicable Taxes or Insurance.

Prices Are Subject To Change Without Notice. Machines Are Subject To Availability.

Taxes Are Subject To Change, As Law Requires, Without Notice.

We greatly appreciate your business.

Please feel free to contact me with any questions.

Sincerely,

Johnny Alcala

Cell# 214-878-3798

**BuyBoard** Approved Vendor  
Cooperative Purchasing

Kaufman County Appraisal District  
PROPERTY 20738 R  
Legal Description  
COLONIAL ACRES BLOCK K LOT 10 PT 12316812A B

OWNER ID  
182050  
OWNERSHIP  
100.00%

PROPERTY APPRAISAL INFORMATION 2018  
ROSALES MARIA TORRES  
14413 PECAN LN  
FORNEY, TX 75126

Entites  
SF 100%  
CAD 100%  
KC 100%  
P2 100%  
RB 100%  
SF 100%

Values  
IMPROVEMENTS 11,070  
LAND MARKET + 41,320  
MARKET VALUE = 52,390  
PRODUCTIVITY LOSS - 0  
APPRAISED VALUE = 52,390  
HS CAP LOSS - 0  
ASSESSED VALUE = 52,390

Ref ID1: S0540018601  
00.0540.0011.0010.01.02.00

Ref ID2: S0540-0166-01  
Map ID 2-3

ACRES: 1.7900  
EFF. ACRES:

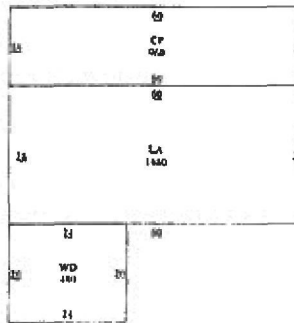
SITUS 14413 PECAN LN TX

APPR VAL METHOD: Cost

#### GENERAL

UTILITIES  
TOPOGRAPHY  
ROAD ACCESS  
ZONING  
NEXT REASON  
LAST APPR. JM  
LAST APPR. YR 2018  
LAST INSP. DATE 01/01/2015  
NEXT INSP. DATE

#### SKETCH for Improvement #1 (MOBILE HOME)



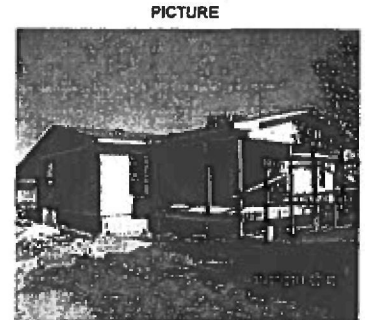
#### EXEMPTIONS

REMARKS 10/74 961 CRM/WHT

#### BUILDING PERMITS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO  
03/14/2011 \*\*\*\*\* SECRETARY OF HOUSE / 39115 / 588  
09/07/2010 \*\*\*\*\* FOR / 3825 / 14  
05/18/2009 \*\*\*\*\* WELLS FARGO BANKSWD / 3862 / 136



#### IMPROVEMENT FEATURES

Plumbing 1 0.0 0  
Exterior Wall 25 - Pkd/Mowd 0  
Other Feature 1 ST 0

SUBD: S0540 100.00% NBHD: 21-010 100.00%  
IMPROVEMENT INFORMATION  
LA LIVING AREA RM MHAV3 1,680.0 44.00 1 1990 1990 73,920 13% 100% 100% 100% 100% 0.13 9,610  
WD WOOD DECK R 480.0 2.20 1 2005 2005 1,060 70% 100% 100% 100% 75% 0.33 350  
OB OUT BUILDING F FLAT/ 0 0.00 1 1990 1990 500 70% 100% 100% 100% 100% 0.70 300  
CP Porch, Cover RM 960.0 4.40 1 2005 2005 4,220 13% 100% 100% 100% 75% 0.10 410  
1. MOBILE HOME STCD: A2 1,120.0 Homesite: Y (100%) 79,700 11,070

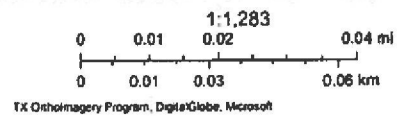
SUBD: S0540 100.00% NBHD: 21-010 100.00%  
LAND INFORMATION  
1. FORNEY @ 100% BASELINE CLS TABLE SC HS METH DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VAL SRC MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRC AG VALUE  
Comment: ARS Segment Acres R20738 001 01 0.5000 AC 23,082.40 11,540 1.00 1.00 A 11,540 0.00 0  
2. FORNEY @ 100% BASELINE CLS TABLE SC HS METH DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VAL SRC MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRC AG VALUE  
Comment: ARS Segment Acres R20738 001 02 1.2900 AC 23,082.40 29,780 1.00 1.00 A 29,780 0.00 0  
41,320 0

# Map Title



July 31, 2018

- ☐ Parcels
- ☐ Abstracts



Kaufman County Appraisal District & BIS Consulting - [www.bisconsultants.com](http://www.bisconsultants.com)  
This product and its contents are the property of the respective governmental entity and BIS Consultants. Use is restricted for official purposes.

**EXHIBIT "A"**

**BEING a part of Lot 10, of the Resubdivision of Lot 2, Block K, COLONIAL ACRES, an Addition in Kaufman County, Texas, according to the Plat thereof recorded in Cabinet 1, Envelope 208, of the Plat Records of County, Texas, and being more particularly described as follows:**

**BEGINNING at a point for corner in the center of Pecan Drive, said point being at the west corner of said Lot 10 and the south corner of Lot 9;**

**THENCE N. 44 deg. 15 min. 51 sec. E., at 24.00 feet pass a 1/2" iron rod found for witness and continuing for a total distance of 600.00 feet to a 1/2" iron rod found for corner at the east corner of Lot 9 and the north corner of Lot 10;**

**THENCE S. 45 deg. 42 min. 00 sec. E. (controlling bearing line) along the northeast boundary line of Lot 10, a distance of 129.83 feet to a 1/2" iron rod found for corner;**

**THENCE S. 44 deg. 18 min. 33 sec. W., at 577.11 feet pass a 1/2" iron rod found for witness and continuing for a total distance of 600.00 feet to a point in the center of Pecan Drive and in the southwest boundary line of said Lot 10;**

**THENCE N. 45 deg. 42 min. 00 sec. W. along the center of said road an along said boundary line, a distance of 129.36 feet to the POINT OF BEGINNING and containing 1.79 acres of land.**

INST # 2011-0004049  
Filed for record in Kaufman County  
On: 3/15/11 at 9:37 AM



COPY

**DONALD W. MCLAIN, R.S.**  
**REGISTERED PROFESSIONAL SANITARIAN**  
**Texas Registration #782**

10672 Bradley Circle  
Forney, Texas 75126

Telephone (972) 564-9962  
Fax (972) 564-1017

Aerobic Sewage System

NAME MARIA ROSALES DATE JULY 31, 2018  
LOCATION 14413 PECAN LN. CITY FORNEY  
COUNTY KAUFMAN

Design Parameters

Number Bedrooms (3) 1200 FT<sup>2</sup> Lot Size 1.79 AC  
Design Capacity - G.P.D. 240 GPD USING WATER SAVING DEVICES  
Maximum Loading Rate 1.045 GAL/FT<sup>2</sup>/DAY  
Required Disposal Area 5333 FT<sup>2</sup>  
Designed Disposal Area 5652 FT<sup>2</sup>  
Actual Loading Rate 1.042 GAL/FT<sup>2</sup>/DAY

System Parameters

Interceptor Tank 300 GALLON  
Aeration Tank 500 GPD BIO-ROBICS B-550  
Chlorinator TABLET OR LIQUID DISPENSING APPROVED BY ANSI / NSF  
Pump Tank 500 GALLON Pump 1/2 HP  
Number of Sprinklers (2) 360° Radius 30' e LOW ANGLE  
TCEO REQUIRES ALL TANKS HAVE SECONDARY RISER PLUGS INSTALLED

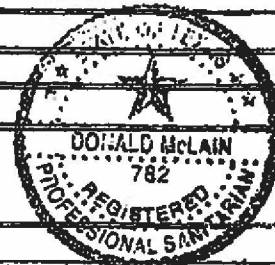
Site Evaluation

Well NO Pond/Stream NO Drainage Easement NO  
Terrain 2% SLOPES

Landscape Plan

Vegetation Type NATIVE GRASSES

Notes



Donald W. McLain, R.S.  
JULY 31, 2018

NOTE: IT SHOULD BE UNDERSTOOD THAT DATA GIVEN IN THIS REPORT DOES NOT COVER INSTALLATION OF THE SEWAGE SYSTEM, DESIGN, CONSTRUCTION, INSTALLATION, AND FINAL INSPECTION SHOULD BE BASED UPON SPECIFIC CONDITIONS AFFECTING EACH LOCATION AND MEET REQUIREMENTS OF STATE AND LOCAL AUTHORITY.

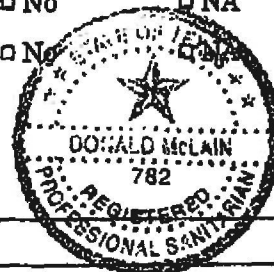
## Texas Commission on Environmental Quality

ON-SITE SEWAGE FACILITY  
TECHNICAL INFORMATION FOR PERMITMARIA ROSALES  
14413 PECAN LN  
FORNEY, TXPROFESSIONAL DESIGN REQUIRED?: ☒ Yes ☐ No If yes, professional design attached: ☒ Yes ☐ NoDesigner Name: DONALD W. MCLAIN License Type and No. 782-RSPhone No. (972) 564-9962 Other or Fax No. (972) 564-1017Mailing Address: 10672 BRADLEY CIR City: FORNEY State: TX Zip: 75126

## I. TYPE AND SIZE OF PIPING FROM: (EXAMPLE: 4" SCH 40 PVC)

Stub out to treatment tank: 3" OR 4" SCH 40 PVCTreatment tank to disposal system: 3/4" OR 1" SCH 40 PVCII. DAILY WASTEWATER USAGE RATE: Q = 240 (gallons/day)Water Saving Devices: ☒ Yes ☐ NoIII. TREATMENT UNIT(S): ☐ Septic Tank ☒ Aerobic UnitA. Tank Dimensions: 70" W X 61" H X 136" L • Liquid Depth (bottom of tank to outlet): 56"• Size Proposed: 500 GPD (gal) • Manufacturer: BIO-ROBICS• Material/Model #: CONCRETE / B-550• Pretreatment Tank: ☒ Yes ☐ No SIZE: \_\_\_\_\_ (gal) ☐ No ☐ NA• Pump/Lift Tank: ☒ Yes ☐ No SIZE: \_\_\_\_\_ (gal) ☐ No ☐ NAB. OTHER ☐ Yes ☒ No If yes, please attach description.

## IV. DISPOSAL SYSTEM:

Disposal Type: SURFACE APPLICATIONManufacturer and Model: N/AArea Proposed: 5652 FT<sup>2</sup> square feet

## V. ADDITIONAL INFORMATION:

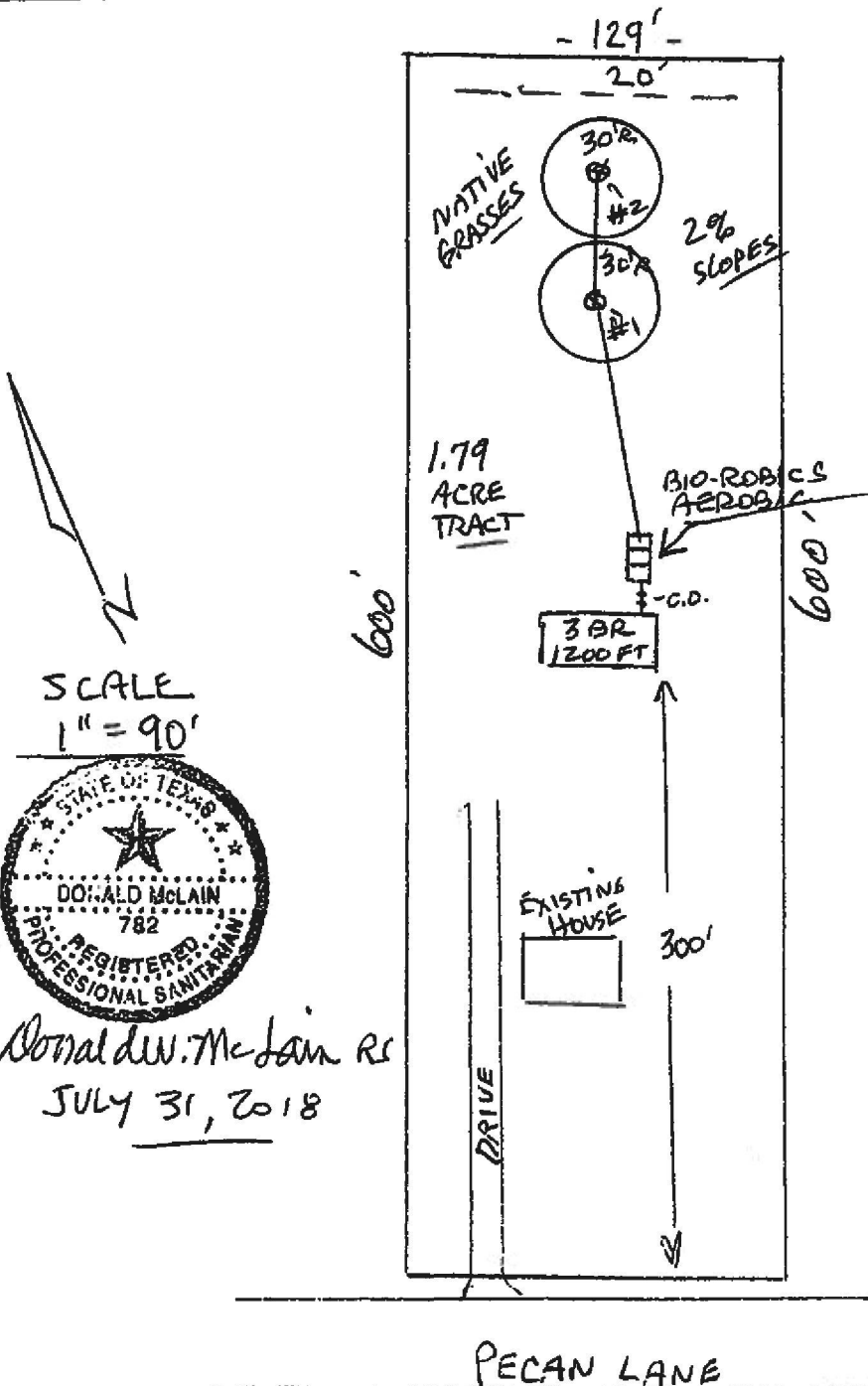
NOTE - THIS INFORMATION MUST BE ATTACHED FOR REVIEW TO BE COMPLETED.

☒ A. Soil/Site evaluation ☒ B. Planning materials (If Applicable)**DO NOT BEGIN CONSTRUCTION PRIOR TO OBTAINING AUTHORIZATION TO CONSTRUCT.  
UNAUTHORIZED CONSTRUCTION CAN RESULT IN CIVIL AND/OR ADMINISTRATIVE  
PENALTIES.**SIGNATURE OF INSTALLER OR DESIGNER: Donald W. McLain RS DATE: 7-31-18

If you have questions on how to fill out this form or about the on-site sewage facility program, please contact us at your local regional office or at 512/239-3799. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

This application may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any executed signature on this agreement may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this application shall constitute an original signature for all purposes.

MARIA ROSALES  
14413 PECAN LN.  
FORNEY, TX



# OSSF Soil & Site Evaluation

Page 1 (Soil & Site Evaluation)

Date Performed: 7/31/18

Property Owner: MARIA ROSALES

Site Location: 14413 PECAN LN., FORNEY, TX

Proposed Excavation Depth: 12" supply

## REQUIREMENTS:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil borings or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed disposal field excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on this form. Indicate depths where features appear.

Soil Boring Number: <u>1</u>					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	<u>UNSUITABLE FOR</u>
2 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	<u>STANDARD SUB -</u>
3 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	<u>SURFACE DISPOSAL</u>
4 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	
5 FT.					

Soil Boring Number: <u>2</u>					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	<u>UNSUITABLE FOR</u>
2 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	<u>STANDARD SUB -</u>
3 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	<u>SURFACE DISPOSAL</u>
4 FT.	<u>IV</u>	<u>N/A</u>	<u>NO</u>	<u>CLAY</u>	
5 FT.					

## FEATURES OF SITE AREA

Presence of 100 year flood zone

Presence of upper water shed

Presence of adjacent ponds, streams, water impoundments

Existing or proposed water well in nearby area (within 150 feet)

Ground Slope



☐ Yes ☒ No  
☐ Yes ☒ No  
☐ Yes ☒ No  
☐ Yes ☒ No

2 %

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Donald W. McLain RS

(Signature of person performing evaluation)  
Form # PA5/030204-Final

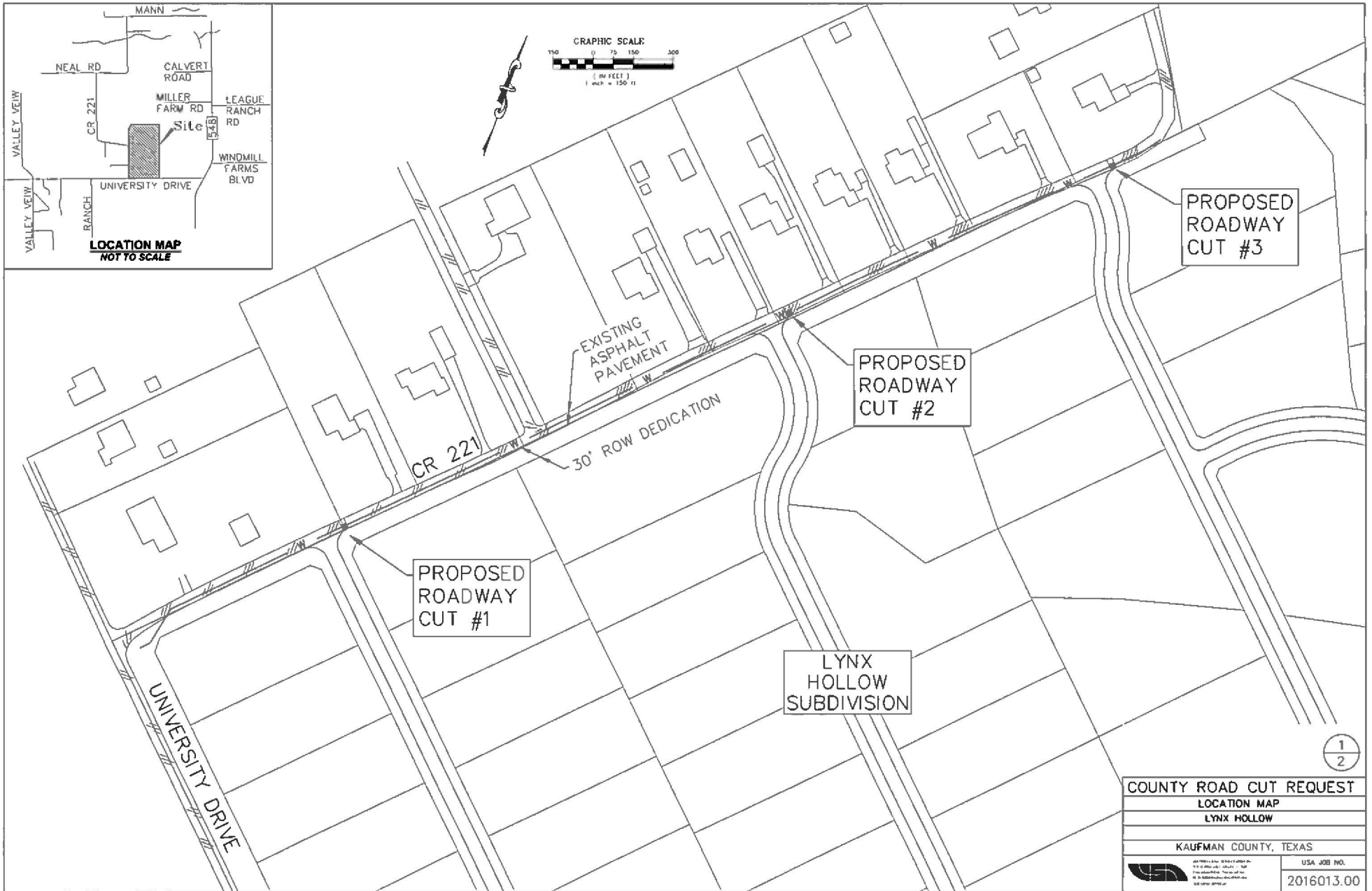
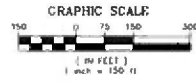
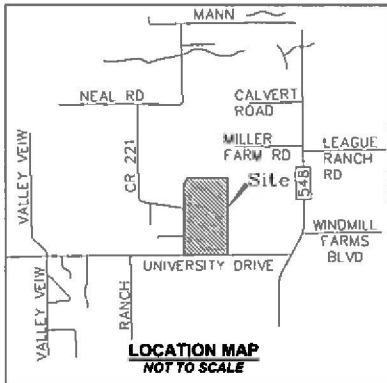
7-31-18


(Date)

SITE EVAL. II

OS - 0006459

Registration Number and Type



1 2	
COUNTY ROAD CUT REQUEST	
LOCATION MAP	
LYNX HOLLOW	
KAUFMAN COUNTY, TEXAS	
	USA JOB NO. 2016013.00



## **INTERAGENCY AGREEMENT**

**STATE OF TEXAS**

§

§

**COUNTY OF KAUFMAN**

§

This interagency agreement ("Agreement") is entered into by and between the County of Kaufman ("Kaufman County"), a political subdivision of the State of Texas, and the Forney Independent School District ("Forney ISD"), a political subdivision of the State of Texas (collectively referred to as the "Parties"), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

### **WITNESSETH**

**WHEREAS**, Kaufman County and Forney ISD wish to participate in a cooperative effort to provide School Resource Officers ("SROs") for the safety and security of the students and employees of Forney ISD; and

**WHEREAS**, Kaufman County and Forney ISD believe it to be in their best interest to join in this cooperative effort; and

**NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **ARTICLE I: PURPOSE**

- 1.1 The purpose of this Agreement is to provide for the safety and security of the students and employees of Forney ISD, through the provision of licensed peace officers employed by Kaufman County to serve as SROs.
- 1.2 The Kaufman County Sheriff's Office ("KCSO") shall perform the obligations and responsibilities under this Agreement on behalf of Kaufman County.

### **ARTICLE II: TERM**

- 2.01 The term of this Agreement is to commence on August 1 and end on July 31 of the following year. This Agreement may be renewed for additional one-year terms by mutual written agreement of the Parties, or terminated by either party upon ninety (90) days written notice provided to the other party. In the event the Agreement is terminated, Forney ISD will compensate KCSO for all SRO services received by Forney ISD through the termination date.
- 2.02 Forney ISD, with the input of KCSO, shall conduct an annual review of this Agreement and the safety and security needs of Forney ISD. Following the annual review, Forney ISD will make a determination regarding the number of SROs needed, and the delivery of other safety and security services, in the next school year. Forney ISD will provide this information to KCSO no later than March 1 of each year.



### **ARTICLE III: OBLIGATIONS OF THE PARTIES**

- 3.01 KCSO agrees to assign licensed peace officers to serve as SROs exclusively for Forney ISD, based on the needs identified by Forney ISD through the annual review referenced in 2.02. KCSO will assign a specific number of SROs for each school year, based on the information provided by Forney ISD no later than March 1 each year. For the 2018-2019 school year, KCSO will assign a minimum of seven (7) SROs to Forney ISD.
- 3.02 At all times the SROs shall be considered and treated as employees of Kaufman County. Kaufman County is solely responsible for the salary and benefits of individuals providing services under this Agreement, including Worker's Compensation and Unemployment Insurance. KCSO will assign work schedules for the SROs and maintain all required certifications, training, and records. SROs shall be under the control and supervision of their KCSO supervisors.
- 3.03 KCSO will identify and assign qualified individuals for assignment as SROs and will provide Forney ISD with the opportunity to provide input prior to assignment. At any time, Forney ISD may request that KCSO reassign or remove an SRO based on good cause, which request KCSO shall consider and collaborate with Forney ISD for resolution. The Parties agree that any substitutions of personnel by KCSO will be discussed by the Kaufman County Sheriff and the Forney ISD Superintendent, or their respective designees.
- 3.04 The SROs will be assigned to serve Forney ISD under this Agreement for at least the minimum number of days that constitute the official school year and a reasonable number of additional days as may be required by Forney ISD. A list of the additional days during the upcoming school year on which the presence of one or more SROs is required ("Extra Duty List") shall be developed annually by Forney ISD, with input from KCSO. The Extra Duty List shall also specify the maximum number of SROs needed at each event. Forney ISD exercises final authority to approve the attendance of additional SROs at any event. The SROs may be utilized by KCSO for all other regular workdays throughout the year.
- 3.05 Kaufman County will create an Operations Manual for SROs, in cooperation with Forney ISD, establishing job duties and standards of conduct.
- 3.06 Forney ISD shall reimburse Kaufman County for the full cost of salary and fringe benefits for the SROs assigned to Forney ISD. Forney ISD shall also provide the vehicles and related emergency equipment used by the SROs. The annual reimbursement amount will be determined based on the number of SROs assigned to Forney ISD, as well as the value of the SROs salary and fringe benefits. On or before April 1 of each year of this Agreement, Kaufman County shall provide Forney ISD with notice of intent to increase the amount of SRO salary or fringe benefits. Kaufman County shall be financially

responsible for any increase to SRO salary or fringe benefits which is not timely noticed to Forney ISD or which is not approved by Forney ISD. Forney ISD will not unreasonably withhold consent for any increase to SRO salary or fringe benefits proposed by KCSO. The Parties shall agree on the annual reimbursement amount in writing on or before May 1 of each year of this Agreement.

- 3.07 Kaufman County shall present a quarterly invoice itemizing the expenditures to be reimbursed, supported by payment records. The quarterly invoicing shall be presented on or before the last day of the month following the end of each quarter. The first quarter shall end on October 31 and each successive quarter shall be counted based upon three-month intervals from that date.
- 3.08 Forney ISD shall make payments under this Agreement from current revenues available to Forney ISD at the time of payment. This Agreement shall be automatically terminated if the Forney ISD Board of Trustees fails to budget sufficient funds to meet the monetary obligations under the Agreement.

#### **ARTICLE IV: MISCELLANEOUS**

- 4.01 This Agreement may be amended by mutual written agreement of the Parties.
- 4.02 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.
- 4.03 Any notice permitted or required to be provided under this Agreement shall be given by certified mail, return receipt requested, to the addresses provided below. Notice shall be deemed received upon deposit of the notice into the mail. Either party may designate a different address by giving at least ten 10 day's written notice in the manner provided above

**FOR THE COUNTY:**  
Kaufman County Sheriff  
1900 U.S. 175  
Kaufman, Texas 75142  
972-932-4337

**FOR THE DISTRICT:**  
Superintendent of Schools  
600 S. Bois D'Arc  
Forney, Texas 75126  
972-564-4055

- 4.04 The Terms and provisions of this Agreement constitute the entire agreement between Kaufman County and Forney ISD and supersedes any and all other agreements, whether oral or in writing, between the Parties with respect to the subject matter herein.
- 4.05 Nothing herein shall be construed as a waiver of any defense or immunity that any party is entitled by statute or common law.

- 4.06 Each party shall hold the other party harmless, to the extent allowed by Texas law, from any and all claims or damages that arise from or are related to the acts or omissions of its respective officers, employees, and agents as they arise from or are related to this Agreement.
- 4.07 This Agreement has been made under and shall be governed by the laws of the State of Texas.
- 4.08 Performance and all matters related thereto shall be in Kaufman County, Texas.
- 4.09 Each Party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Governmental Bodies.
- 4.10 Failure of any Party, at any time, to enforce the provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- 4.11 The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 30th DAY OF July, 2018.

For FORNEY ISD:

  
\_\_\_\_\_  
Greg Pharris, Board President

For KAUFMAN COUNTY:

\_\_\_\_\_  
Bruce Wood, Kaufman County Judge

**CALENDAR FOR COMMISSIONERS' COURT MEETINGS & HEARINGS  
( BUDGET AND TAX)**

**Wednesday, August 8, 2018 - Regular Meeting**

1. To discuss and consider setting Public Hearing dates on Proposed tax rate. (Special meeting on August 28 @ 9:00 AM and Regular meeting on September 5 @ 9:00 AM)
2. Take record vote on Proposed Tax Rate.
3. To discuss and consider setting public hearing date on proposed budget for FY 2018-2019 and adopting the budget after the public hearing.  
(September 5 @ 9:00 AM)

## NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR KAUFMAN COUNTY

A tax rate of \$ 0.5887 per \$100 valuation has been proposed for adoption by the governing body of KAUFMAN COUNTY. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of KAUFMAN COUNTY proposes to use revenue attributable to the tax rate increase for the purpose of ROAD AND BRIDGE OPERATIONS.

PROPOSED TAX RATE	\$ <u>0.5887</u> per \$100
PRECEDING YEAR'S TAX RATE	\$ <u>0.5887</u> per \$100
EFFECTIVE TAX RATE	\$ <u>0.570631</u> per \$100
ROLLBACK TAX RATE	\$ <u>0.615404</u> per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for KAUFMAN COUNTY from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that KAUFMAN COUNTY may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

BRENDA SAMPLES TAX ASSESSOR-COLLECTOR

KAUFMAN COUNTY tax assessor-collector

100 N WASHINGTON STREET KAUFMAN, TEXAS 75142

972-932-0296

nmler@kaufmancounty.net

<http://kaufmantax.net/>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: AUGUST 28, 2018 @ 9:00 AM at 100 N WASHINGTON ST. KAUFMAN, TX 75142.

Second Hearing: SEPTEMBER 5, 2018 @ 9:00 AM at 100 N WASHINGTON ST. KAUFMAN, TX 75142.