

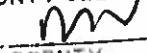
**NOTICE OF REGULAR MEETING
KAUFMAN COUNTY COMMISSIONERS' COURT**

FILED FOR RECORD
KAUFMAN CO TEXAS

SEP 14 PM 3:03



LAURA A. HUGHES
COUNTY CLERK

BY: 
DEPUTY

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, September 19, 2018 at 9:00 a.m., in the Commissioners' Courtroom located in 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. **To Present** Star Transit's FY2018 Demand and Response, FY 2018 Kaufman Trolley and FY 2018 Hwy 80 Loop #803 Ridership Reports, Demand and Response, Kaufman Trolley, The Link #802, Hwy 80 Loop #803, and The Horseshoe #804 Ridership Reports for August 2018.

3. **Discuss/Consider** approving Appriss Safety-Vine Service Agreement #1990282-2019 for the Statewide Automated Victim Notification Services (SAVNS) Grant.
4. **Discuss/Consider** approving RFQ #06-18 (Subdivision Regulations Consultant Services) finalized Professional Services Agreement between Kaufman County and Freese and Nichols, Inc. and approval of consultant's fee in the amount of \$117,000.00.
5. **To Present/Accept** Tax Assessor-Collector's Monthly Report for August 2018.
6. **To Present/Accept** Auditor's Monthly Report for August 2018.
7. **Discuss/Consider** approving payroll and benefits.
8. **Discuss/Consider** line item transfers.
9. **Discuss/Consider** claims for payment.
10. **Discuss/Consider** exiting regular meeting and entering into executive session.
11. **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: Earl Lassiter and Sue Lassiter v. Kaufman County Commissioners Court – filed 100368-CC2.
12. **Discuss/Consider** exiting executive session and entering back into regular meeting.
13. **Discuss/Consider** taking any action needed as a result of executive session.

14. **Discuss/Consider** exiting regular meeting and entering into executive session.
15. **Executive Session:** Pursuant to Section 551.074 (a)(1) of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to interview prospective candidate for the Developmental Services Department.
16. **Discuss/Consider** exiting executive session and entering back into regular meeting.
17. **Discuss/Consider** taking any action needed as a result of executive session.
18. **Adjourn Regular Meeting.**

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

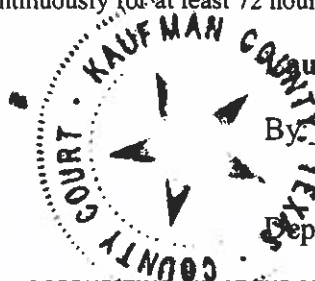
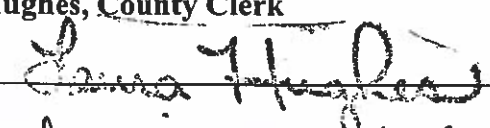
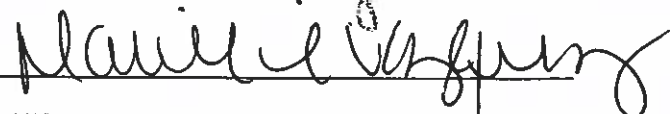
Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in 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 14th day of September, 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 14th day of September, 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.)

September 7, 2018

To: Kaufman County

From: Ashley Ando, Grant Director

Re: FY 2018 Demand and Response Ridership Report

TRIP INFORMATION:

NO. OF SERVICE DAYS	TRIPS
250	61,849

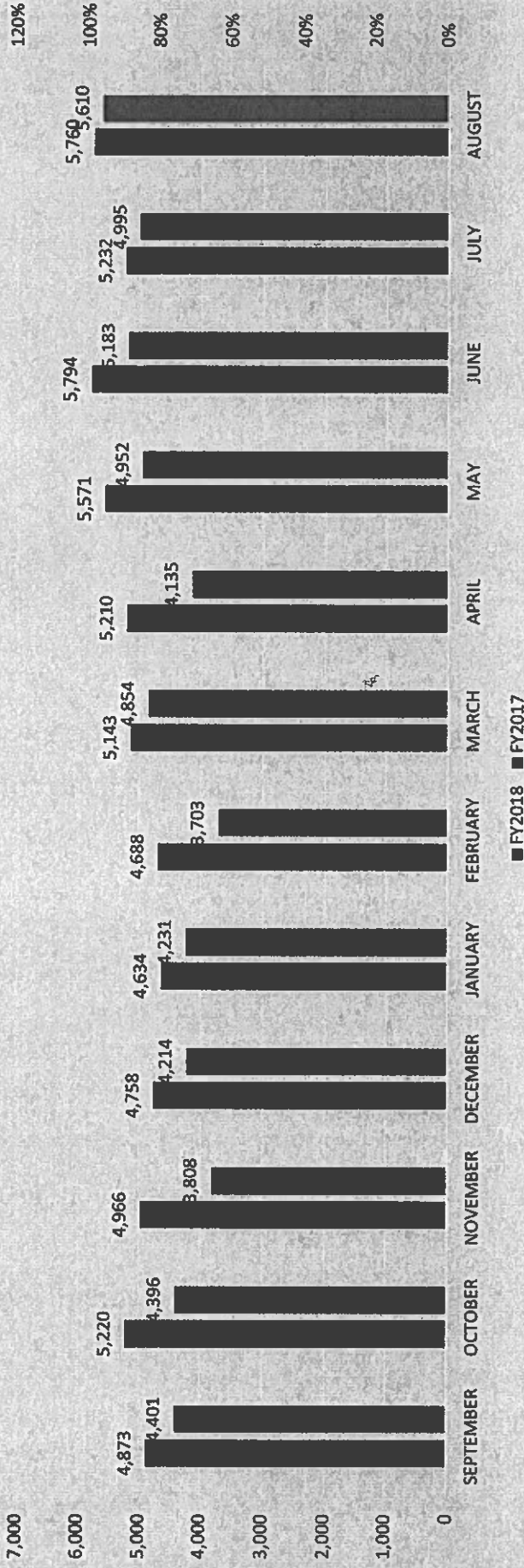
D/R-KAUFMAN COUNTY	TOTAL FY 2018 TRIPS
COTTONWOOD	0
COMBINE	25
CRANDALL	609
FORNEY	5,609
GRAYS PRARIE	454
GUN BARRELL	133
HEARTLAND	214
KAUFMAN	7,704
KEMP	833
MABANK	767
OAK GROVE	264
OAK RIDGE	4
ROSSER	76
SCURRY	499
TERRELL	18,259

FY 2018 TOTAL DEMAND RESPONSE TRIPS – 61,849

FY2017 TRIP TOTAL = 54,482 (14% INCREASE)



Kaufman County FY18- FY17



	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	Total
FY2018	4,873	5,220	4,966	4,758	4,634	4,688	5,143	5,210	5,571	5,794	5,232	5,760	61,849
FY2017	4,401	4,396	3,808	4,214	4,231	3,703	4,854	4,135	4,952	5,183	4,995	5,610	54,482
Y2Y Difference	472	824	1,158	544	403	985	289	1,075	619	611	237	150	7,367
% Change	11%	19%	30%	13%	10%	27%	6%	26%	13%	12%	5%	3%	
FY2016	5,085	5,413	4,376	9,961	4,810	4,867	5,363	5,124	5,239	4,850	3,990	5,424	64,502
Y2Y Difference	-684	-1,017	-568	-5,747	-579	-1,164	-509	-989	-287	333	1,005	186	-10,020
% Change	-13%	-19%	-13%	-58%	-12%	-24%	-9%	-19%	-5%	7%	25%	3%	
FY2015	4,266	4,291	3,319	3,624	4,125	3,512	4,199	4,092	3,877	3,892	3,776	3,734	46,707
Y2Y Difference	819	1,122	1,057	6,337	685	1,355	1,164	1,032	1,362	958	214	1,690	17,795
% Change	19%	26%	32%	175%	17%	39%	28%	25%	35%	25%	6%	45%	

September 5, 2018

To: City of Kaufman

From: Ashley Ando, Grant Director

RE: STAR Transit FY2018 Kaufman Trolley Ridership Report

TOTAL TRIPS FOR KAUFMAN TROLLEY = 4,532

Days of Service: September 1, 2018 – August 31, 2018, 253 Days

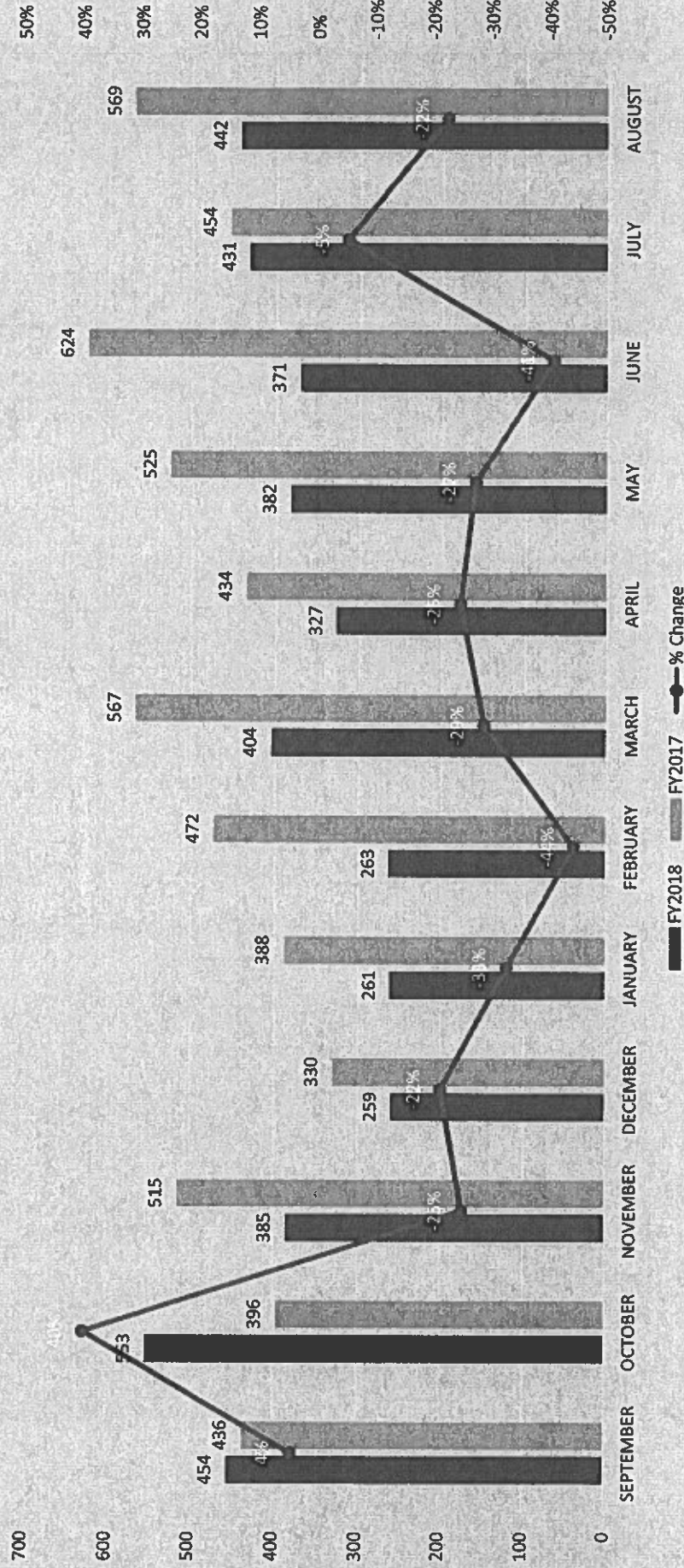
Holidays: 10 Days

NO. OF SERVICE DAYS	TRIPS
253	4,532

	FY2018 SERVICE TOTALS
Unlinked Passenger Trips (UPT)	4,532
Vehicle Deadhead Hours (VDH)	253
Vehicle Revenue Hours (VRH)	3,059
Vehicle Service Hours (VSH)	3,312
Vehicle Deadhead Miles (VDM)	1,432
Vehicle Revenue Miles (VRM)	36,603
Vehicle Service Miles (VSM)	38,036
Days of Service	250

PRIOR YEAR FY 2017 TOTAL RIDES = 5,710 (21% DECREASE)

Kaufman Trolley FY17- FY18



	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	Total
FY2018	454	553	385	259	261	263	404	327	382	371	431	442	4,532
FY2017	436	396	515	330	388	472	567	434	525	624	454	569	5,710
Y2Y Difference	18	157	-130	-71	-127	-209	-163	-107	-143	-253	-23	-127	-1,178
% Change	4%	40%	-25%	-22%	-33%	-44%	-29%	-25%	-27%	-41%	-5%	-22%	
FY2016	450	464	376	495	418	392	440	494	412	706	628	566	5,941
Y2Y Difference	-14	-68	139	-165	-30	80	127	-60	113	-82	-174	3	-131
% Change	-3%	-15%	37%	-33%	-7%	20%	29%	-12%	27%	-12%	-28%	1%	
FY2015	576	657	487	518	432	396	432	536	517	483	374	472	5,880
Y2Y Difference	-126	-193	-111	-23	-14	-4	8	-42	-105	223	254	94	-39
% Change	-22%	-29%	-23%	-4%	-3%	-1%	2%	-8%	-20%	46%	68%	20%	

September 7, 2018

To: City of Terrell

From: Ashley Ando, Grant Director

RE: STAR Transit FY2018 Hwy 80 Loop #803 Ridership Report

TOTAL TRIPS FOR HWY 80 LOOP #803 = 228

Days of Service: December 1, 2017 - August 31, 2018, 192 Service Days

Holidays: 5 Days

NO. OF SERVICE DAYS	TRIPS
192	228

	FY 2018 SERVICE TOTALS
Unlinked Passenger Trips (UPT)	228
Vehicle Deadhead Hours (VDH)	191
Vehicle Revenue Hours (VRH)	1,459
Vehicle Service Hours (VSH)	1,650
Vehicle Deadhead Miles (VDM)	1,060
Vehicle Revenue Miles (VRM)	14,003
Vehicle Service Miles (VSM)	15,063
Days of Service	192

FY 2018 TOTAL RIDES TO DATE- 228

September 7, 2018

To: Kaufman County

From: Ashley Ando, Grant Director

Re: August 2018 Demand and Response Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
AUGUST	23	5,654

Non-Service Days: None

	Trip Origin Total
COTTONWOOD	0
COMBINE	0
CRANDALL	43
FORNEY	514
GRAYS PRARIE	38
GUN BARRELL	4
HEARTLAND	15
KAUFMAN	686
KEMP	77
MABANK	106
OAK GROVE	26
OAK RIDGE	0
ROSSER	3
SCURRY	42
TERRELL	1,810
<i>Subtotal</i>	<i>3,364</i>

Terrell Senior Terraces	106
Terrell State Hospital	2,290

KAUFMAN COUNTY TOTALS	
TOTAL TRIPS	5,654
NO SHOW & CANCELS	1,102

FY 2018 TOTAL DEMAND RESPONSE RIDES TO DATE – 61,849

AUGUST 2017 TRIP TOTAL = 4,995 (5% INCREASE)



D/R-KAUFMAN COUNTY	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	TOTALS
(UPP) Unlinked Passenger Trips	4,873	5,220	4,966	4,758	4,634	4,688	5,143	5,210	5,571	5,794	5,232	5,654	61,743
COTTONWOOD	0	0	0	0	0	0	0	0	0	0	0	0	0
COMBINE	3	0	0	0	8	3	0	2	9	0	0	0	25
GRANDALL	41	58	70	60	31	51	36	49	55	57	58	43	609
FORNEY	365	441	394	461	420	359	496	499	529	612	519	514	5,609
GRAY'S PRARIE	34	38	39	35	42	38	38	37	36	42	37	38	454
GUN BARRELL	17	18	12	20	21	7	8	16	2	2	6	4	133
HEARTLAND	22	18	25	20	20	13	13	16	17	18	17	15	214
KAUFMAN	546	522	536	448	606	509	569	796	778	949	759	686	7,704
KEMP	72	73	88	52	65	58	91	58	60	72	67	77	833
MAABANK	75	76	53	48	39	43	61	70	72	85	39	106	767
OAK GROVE	12	20	26	17	22	20	26	26	24	24	21	26	264
OAK RIDGE	0	0	4	0	0	0	0	0	0	0	0	0	4
ROSSER	5	5	13	8	3	5	8	7	11	6	2	3	76
SCURRY	43	39	60	59	3	26	48	46	49	40	44	42	499
TERRELL	1,523	1,492	1,612	1,214	1,509	1,501	1,551	1,437	1,706	1,453	1,451	1,810	18,259
	2,758	2,800	2,932	2,442	2,789	2,633	2,945	3,059	3,348	3,360	3,020	3,364	35,450

KAUF OR TOTAL (+TSH, Charter)	4,873	5,220	4,966	4,758	4,634	4,688	5,143	5,210	5,571	5,794	5,232	5,760	61,849
CONTRACTED SERVICES	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	TOTALS
Charter	0	24	0	0	0	0	0	0	0	0	0	0	24
Terrell State Hospital	1,905	2,296	2,034	2,248	1,736	1,948	1,933	2,055	2,089	2,325	2,077	2,290	24,936
Terrell Senior Terraces	114	100	116	104	109	107	113	98	136	109	135	106	1,347
Medicaid	585	596	598	513	558	490	532	439	427	393	322	411	5,864
5310-KC- Kaufman	24	28	33	50	59	39	99	134	148	156	131	137	1,096
AAA-Title III B - Kaufman	370	578	458	450	454	495	488	515	554	717	609	718	6,406
Nursing Home Contracts	0	0	0	0	10	0	0	0	0	0	0	0	10
	2,998	3,622	3,239	3,365	2,926	3,079	3,165	3,241	3,354	3,700	3,274	3,662	39,625

Adjusted Trip Total

	1,875	1,598	1,727	1,393	1,708	1,609	1,978	1,969	2,217	2,094	1,958	2,098	22,224
*Trip Totals without Contracted Services													

ELDERLY AND DISABLED	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	TOTALS
> = 60	1,409	1,497	1,588	1,307	1,516	1,422	1,633	1,614	1,706	1,586	1,434	1,705	18,417
DIS <60	217	222	227	354	438	435	722	588	661	588	645	678	5,775
E & D	1,626	1,719	1,815	1,661	1,954	1,857	2,355	2,202	2,367	2,174	2,079	2,383	24,192
% of Adjusted Trip Total	87%	108%	105%	119%	114%	115%	119%	112%	107%	65%	69%	71%	

GENERAL PUBLIC	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	TOTALS
% of Adjusted Total	2,998	3,622	3,239	3,365	2,926	3,079	3,165	3,241	3,354	3,700	3,274	3,662	39,625
	62%	69%	65%	71%	63%	66%	62%	62%	60%	64%	63%	64%	
Can/NoShow	917	905	1,135	1,129	1,269	956	1,057	1,009	1,106	1,206	1,300	1,102	13,091

September 5, 2018

To: City of Kaufman

From: Ashley Ando, Grant Director

Re: August 2018 Kaufman Trolley Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
AUGUST	23	442

Non-Service Days: None

SERVICE INFORMATION:

Trips	442
Vehicle Revenue Miles (VRM)	3,346
Vehicle Service Miles (VSM)	3,465
Vehicle Deadhead Miles (VDH)	119

STOP UTILIZATION INFORMATION:

- 1) # 10 & 22 Walmart, 244 pick-up/drop offs
- 2) # 11 & 23 Washington Square, 140 pick-up/drop offs
- 3) # 5 Washington @ Hickory St, 90 pick-up/drop offs.

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

Aug-18																	
Stop #	1 15 27	2	3	4	5	6-18	7-19	8-20	9-21	10-22	11-23	12-24	13-25	14-26	15-27	16	17
Stop Usage	56	15	12	1	90	45	16	19	45	244	83	22	140	26	0	28	42

FY 2018 TOTAL KAUFMAN TROLLEY TRIPS TO DATE- **4,532**

(SEPTEMBER 1, 2017 – AUGUST 31, 2018)

PRIOR YEAR AUGUST KAUFMAN TROLLEY TRIP TOTAL – 569 (22% DECREASE)



Kaufman Trolley Stop Utilization Detail

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

Aug-18																																		
Stop #	1	15	27	1	15	27	2	3	3	4	4	5	6-18	7-19	7-19	8-20	8-20	9-21	10-22	10-22	11-23	11-23	12-24	12-24	13-25	13-25	14-26	14-26	15-27	15-27	16	17	17	
PU/DO	↑	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	
PU/DO Total	33	23	11	4	6	0	1	50	40	27	18	8	8	8	9	10	25	20	111	133	40	43	7	15	66	74	10	16	0	0	14	14	25	17
Stop Usage	56	15	12	1	90	45	16	19	45	244	83	22	140	26	0	28	42	28	42	28	42	28	42	28	42	28	42	28	42	28	42	28	42	

	8/1 - 8/3	8/6 - 8/10	8/13 - 8/17	8/20 - 8/24	8/27 - 8/31
KT101	29	31	35	34	54
KT102	28	46	64	46	75
	57	77	99	80	129
					442



September 7, 2018

To: City of Terrell

From: Ashley Ando, Grant Director

Re: August 2018 The Link #802 Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
AUGUST	23	28

Non-Service Days: None

SERVICE INFORMATION:

Trips	28
Vehicle Revenue Miles (VRM)	6,101
Vehicle Service Miles (VSM)	6,459
Vehicle Deadhead Miles (VDH)	358

STOP UTILIZATION INFORMATION:

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

#802	Aug-18								
Stop #	1	2	3	4	5	6	7	8	9
Stop Usage	19	2	2	0	1	9	8	13	2

FY 2018 TOTAL THE LINK #802 TRIPS TO DATE- 75



The Link #802 Stop Utilization Detail

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

#802	Aug-18															
Stop #	1	2	2	3	3	4	4	5	5	6	7	7	8	8	9	9
PU/ DO	↓	↑	↓	↑	↑	↑	↓	↑	↓	↑	↑	↓	↑	↓	↑	↓
PU/ DO Total	9	10	2	0	0	2	0	0	1	5	2	6	8	5	2	0
Stop Usage	19	2	2	2	2	0	0	1	1	9	8	6	13	2	2	0

	8/1 - 8/3	8/6 - 8/10	8/13 - 8/17	8/20 - 8/24	8/27 - 8/31	
802A	5	4	1	1	2	13
802B	2	3	3	2	5	15
	7	7	4	3	7	
						28

September 7, 2018

To: City of Terrell

From: Ashley Ando, Grant Director

Re: August 2018 Hwy 80 Loop #803 Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
AUGUST	23	23

Non-Service Days: None

SERVICE INFORMATION:

Trips	23
Vehicle Revenue Miles (VRM)	1,649
Vehicle Service Miles (VSM)	1,771
Vehicle Deadhead Miles (VDH)	123

STOP UTILIZATION INFORMATION:

	STOP NUMBER(s)	STOP DESCRIPTION	TOTAL PICK UP AND DROP OFFS
1.	9	SOUTHWESTERN CHRISTIAN COLLEGE	17
2.	2	KAUFMAN CHRISTIAN CENTER	15
3.	8	WALMART (TERRELL)	7

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

#803	Aug-18								
Stop #	1	2	3	4	5	6	7	8	9
Stop Usage	4	15	0	0	0	2	1	7	17

FY 2018 TOTAL HWY 80 LOOP #803 TRIPS TO DATE- **228**

Hwy 80 Loop #803 Stop Utilization Detail

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

Aug-18		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Stop #	PU/DO	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
PU/DO	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓
PU/DO Total	2	2	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stop Usage	4		15		0																											

	8/1 - 8/3	8/6 - 8/10	8/13 - 8/17	8/20 - 8/24	8/27 - 8/31
803A	1	4	3	6	3
803B	1	3	1	0	1
	2	7	4	6	4
					23



September 7, 2018

To: City of Terrell

From: Ashley Ando, Grant Director

Re: August 2018 The Horseshoe #804 Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
AUGUST	23	128

Non-Service Days: None

SERVICE INFORMATION:

Trips	128
Vehicle Revenue Miles (VRM)	4,095
Vehicle Service Miles (VSM)	4,213
Vehicle Deadhead Miles (VDH)	117

STOP UTILIZATION INFORMATION:

	STOP NUMBER(S)	STOP DESCRIPTION	TOTAL PICK UP AND DROP OFFS
1.	8	WALMART (TERRELL)	80
2.	5	TERRELL SENIOR TERRACES	76
3.	14	BROWNSTONE APTS	21

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

#804	Aug-18													
Stop #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Stop Usage	20	12	6	9	76	4	6	80	0	0	5	5	12	21

FY 2018 TOTAL THE HORSESHOE #804 TRIPS TO DATE- **1,018**

The Horseshoe #804 Stop Utilization Detail

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF AUGUST:

R204		Aug-18																									
Stop #	1	2	2	3	3	4	4	5	5	6	6	7	7	8	8	9	9	10	10	11	11	12	12	13	13	14	14
PU/DO	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑
PU/DO Total	6	4	8	2	4	4	5	42	34	4	4	3	3	37	43	0	0	0	0	3	2	2	3	6	6	11	10
Stop Usage	20	12	12	6	6	9	9	76	4	4	6	6	6	80	0	0	0	0	5	5	5	5	12	12	21	21	21

[illegible]

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

VINE® SERVICE AGREEMENT

DIR-TSO-3937



DIR-TSO-3937

APPENDIX D (per Amendment 1)

VINE® SERVICE AGREEMENT

APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

Agreement No.1990282-2019

Date: September 1, 2018

BETWEEN:
Appriss Safety
9901 Linn Station Rd., Suite 500
Louisville, KY 40223-3842

CUSTOMER:
Kaufman County
100 West Mulberry Street
Kaufman, TX 75142

I **Appriss Safety** (the “Service Provider” or “Appriss”) hereby agrees to provide victim notification services known as the VINE® Service as described herein (the “Services”).

A. The Services will be provided to: Kaufman County (the “Customer”). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions of DIR Contract No. DIR-TSO-3937 and hereinafter set forth herein.

B. The Services will be provided in connection with the following sites:
1. County Jail

This Agreement shall be effective as of September 1, 2018 and continue for Twelve (12) consecutive months. Billing of ‘Recurring Operational Fees’ shall not affect the Service Agreement renewal date

C. Description of Services. VINE® Service - Subject to the terms, conditions and limitations of DIR Contract No. DIR-TSO-3937 and contained herein, the Service Provider shall:

1. Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted.
2. The Customer and its Participating Agencies at each site will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Where applicable, costs of postage and stationary are excluded.
3. Dedicate a special telephone number for the Customer’s use of the VINE Service Center.
4. Process incoming and outgoing victim calls.
 - a. Victim notification calls only occur after the Customer manually enters the required data into the Customer’s automated system which creates a file with the required data that is transmitted to the VINE Data Center.
 - b. Upon receipt of the required data, the notification processes as defined in the VINE proposal are performed.
 - c. After the initial start-up period, the Customer (Participating Agencies at each site) is responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required.

VINE 20140114
Agreement No. 1990282-2019

APPRISS SAFETY – VINE® SERVICE AGREEMENT APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

The Customer shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. The Service Provider acts only in the capacity of technical advisor to assist in this work.

5. Provide support services on a 24 hour a day, 7-days a week basis through its Customer First Center (the “CFC”)

II. Supplies and Materials. The Service Provider shall make available certain materials and supplies to the Customer for use in introducing VINE to the community. The creation of print, radio and television PSAs is included in the fees.

- A. Appriss will provide support materials in agreed upon quantities for all VINE services one time per contract year as part of the recurring operational fees.
 1. At the Customer’s expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at our published pricing.
- B. The creation of radio and television Public Service Announcements (PSAs) is included in the service as well.
 1. Appriss will provide a tailored version of our stock television PSA at no additional charge.
 2. Radio PSAs will be produced and provided on a CD at no additional charge. The radio PSA can also be sent electronically for distribution by email or posted on websites.

III. Fees and Commissions. Prior to this Agreement being valid, and service to begin:

- A. The Service Provider must receive a purchase order from the Funding Source (as defined in Exhibit A hereto) to cover the following fees as exhibited in Appendix C of DIR Contract No. DIR-TSO-3937.
- B. The Customer billing contact information and Funding Source contact information must be provided on Exhibit A (attached).
 1. Non-Recurring Startup Fees. These fees are for:
 - a. Establishing the system connection
 - b. Startup
 - c. Training
 - d. Interface development

The startup fees for services on this project are \$ 0 and will be billed according to the billing schedule and in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3937.

APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

2. Recurring Operational Fees. These fees cover:
- a. The annual cost of operating and supporting the VINE Service
 - b. Hardware and proprietary software (the “VINE Software”) used to power VINE
 - c. All incoming and outgoing calls
 - d. 24-hour monitoring of the service
 - e. The cost of transmitting all data

The operational fees for the VINE Service will be \$14,467.87 per year.

Payments will be made in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3937.

- IV. Performance of Additional Services.** The parties agree that should the Service Provider choose to perform, at the Customer’s request, any services not covered by this Agreement, the Customer shall compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate as indicated in Appendix C of DIR Contract No. DIR-TSO-3937.

Booking System Interface Changes. All work done by Appriss Inc., related to an agency changing their booking system from their existing VINE supported booking system to a new VINE supported booking system including, but not limited to, interface installation, setup, configuration, testing and documentation is considered standard maintenance and covered under this service agreement. A VINE supported booking system is one for which an interface already exists.

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate of \$100/hr for performance of additional services. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement.

- V. Warranty.** The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider’s sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and all such other warranties are expressly disclaimed and excluded by the Service Provider.

- VI. Ownership of Intellectual Property; Licenses.** The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the “Intellectual Property”) in connection with the Services. The Service Provider hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer’s internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window (which begins the moment the offender is in custody and ends within a number of days after the offender

APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.

VII. Intellectual Property Indemnification. Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3937.

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.

IX. Liability Limit. Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3937.

X. Force Majeure. Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3937.

XI. Entire Agreement; Inconsistent Terms. DIR Contract No. DIR-TSO-3937 and this Agreement and all exhibits, appendices, and schedules attached hereto are the complete and exclusive statement of the agreement between the Customer and the Service Provider, and supersede any and all other agreements, oral or written, between the parties

This Agreement may not be modified except by written instrument signed by the Customer and by an authorized representative of the Service Provider. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Service Provider.

XII. Term and Termination. This Agreement shall commence upon the date set forth above and continue in effect for Twelve (12) months. This Agreement shall have three (3) one (1) year renewal options exercised by Customer providing 30 day written notice prior to the then- expiration date.

Any changes in pricing for this Agreement must be approved by DIR.

Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3937

APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

- XIII. Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.
- XIV. Assignment.** Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3937.
- XV. Jurisdiction and Choice of Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of Texas. Service Provider and Customer hereby consent to the jurisdiction of any competent state court of Texas located in Travis County, Texas, with respect to any actions arising from this Agreement. No action may be brought by either party against the other later than four (4) years after the cause of action has accrued. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- XVI. Customer's Project Manager.** For the purposes of this project, the following contact will be used as the Customer's project management contact. All project responsibilities that belong to the Customer will be coordinated and managed by this contact. The Customer appoints the project manager to be Jonathan Musick, who can be reached at telephone number 502-815-3810, or via email at jmusick@apprissafety.com.

Signature Page Follows

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

APPRISS SAFETY BY:


Signature

09/12/2018
Date

Joshua P. Bruner
Name

President
Title

Customer Acceptance of Proposal: The above prices, proposal, provisions and conditions are satisfactory and are hereby accepted. Service Provider is authorized to do the work as specified. Payment will be made as described on the terms outlined in this Service Agreement.

CUSTOMER BY:

Signature

Date

Name

Title

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

**APPRISS INC.
SERVICE AGREEMENT - EXHIBIT A**

Customer: Kaufman County

Billing Address: _____
Street Address

City State Zip

Finance Contact: _____
Name Title

Telephone: _____ Fax: _____

E-mail: _____

Funding Source: Texas Office of the Attorney General – Grant Administration Division

Billing Address: P.O. Box 12548
Street Address
Austin TX 78711-2548
City State Zip

Finance Contact: Chris Gersbach Texas SAVNS Program Manager
Name Title

Telephone: 512-936-1653 Fax: 512-370-9827

Date funds to be received from Funding Source: Upon submittal of FY2019 OAG required documentation.

Mail payments to:
**APPRISS INC.
9901 LINN STATION RD SUITE 500
LOUISVILLE, KY 40223-3842**

Questions and correspondence related to billings and/or payments may be directed to:

**Colleen G. Heslin
Appriss Inc.
9901 Linn Station Road, Suite 500
Louisville, KY 40223-3842
502-815-3850**

cheslin@apprissafety.com

AngieT

From: Heslin, Colleen <cheslin@appriss.com> on behalf of system@netsuite.com
Sent: Wednesday, September 12, 2018 4:24 PM
To: jbwood@kaufmancounty.net; countyjudge@kaufmancounty.net;
kcooper@kaufmancounty.net
Cc: cheslin@appriss.com; bcooper@appriss.com
Subject: Texas Statewide VINE Service Agreement FY 2019
Attachments: Kaufman County Service Agreement.pdf

Hello,

I'm contacting you today in regards to the FY2019 Texas VINE Renewal. This email will walk you through the 2019 renewal process for the VINE (Victim Information & Notification Everyday) Program.

PLEASE BE ADVISED the current service period began on August 31, 2018. As such, **we are requesting that this Service Agreement be completed and returned no later than October 31st, 2018.** This agreement is between Appriss and your County.

1. In an effort to ensure appropriate tracking of the Service Agreements by Appriss & the Office of the Attorney General, we would like to know when you are planning to submit the VINE Service Agreement to the County Commissioners Court for approval? Please respond with the date to my attention at cheslin@apprissafety.com.
2. Please print and sign the attached document and return one scanned copy to Appriss to my attention at cheslin@apprissafety.com or you can mail a copy to 9901 Linn Station Road, Ste. 500, Louisville, KY 40223; and
3. Send one copy to Chris Gersbach at the Texas Attorney General's Office – MC-004 at P.O. Box 12548, Austin, TX 78711-2548 or email a scanned copy to Chris.Gersbach@texasattorneygeneral.gov and;
4. Retain one copy for your records.

If you are unable to make the deadline please send a quick email to let Chris and I know when to expect your documents.

Please Note: You should have already received your Maintenance Contract from the OAG (Grantee Contract) to cover the costs for services through August 31, 2019. If you have any questions regarding the OAG's contracts, please contact Chris Gersbach at 512/936-1653 or email him at Chris.Gersbach@texasattorneygeneral.gov.

If you have any questions or need additional information, please contact Colleen Heslin at 800/816-0491 ext. 3850.

THE STATE OF TEXAS

§

PROFESSIONAL SERVICES AGREEMENT

§

COUNTY OF KAUFMAN

§

This Professional Services Agreement ("Agreement") is made by and between Kaufman County, Texas ("County"), and Freese and Nichols, Inc. ("Professional"), a Texas corporation, (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, County desires Professional to perform certain work and services set forth in Section I, Scope of Services; and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section I, of this Agreement;

THAT IN CONSIDERATION, of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the Parties hereto do mutually agree as follows:

Section 1. Scope of Services

Professional shall perform such services as are necessary to draft subdivision regulations and land-use regulations specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Exhibit "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Exhibit "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of County, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should County require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference, and within the time schedule prescribed by County; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under

this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of County. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by County.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. County agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the Payment Schedule set forth in Exhibit "B," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Professional, by County, shall be based on invoices submitted by Professional for work performed monthly by County, less any previous payments, and shall be paid within 30 days of receipt of invoice by County.

B. County reserves the right to delay, without penalty, any partial payment when, in the opinion of County, Professional has not made satisfactory progress on the design of this Project based on the Scope of Services.

C. The Total Fee shall be as specified in Exhibit "B", which shall be a lump-sum fee of \$117,000. County may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to County. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the cancelation by other parties of any claim or lien against County, or County's premises, arising out of Professional's performance of this Agreement, County shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect County from any and all loss, damages or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither County's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to County in accordance with applicable law for all damages to County caused by Professional's negligent performance of any of the services furnished under this Agreement.

- C. The rights and remedies of County under this Agreement are as provided by law.

Section 6. Time for Performance

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with County's requirements.

- B. Mutually agreed upon project schedule is included herein as Exhibit "C."

C. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the County or others, Professional may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

D. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon County for such extension within reasonable time (no more than 30 business days) after the cause for such extension occurred, and unless County and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of County. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by County as required by this Agreement, County shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at County's request and in furtherance of this Agreement. County shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, County consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of County upon payment of Professional as provided in this Agreement. County shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the County, or earlier termination and appropriate compensation as provided by this Agreement, provide County with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a

DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the County. Additionally, Professional shall provide County with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in an editable Microsoft Word and/or Excel format.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc). prepared under this Agreement shall be submitted for approval of County. All instruments of service shall be professionally sealed as may be required by law or by County.

C. Acceptance and approval of the Project Documents by County shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by County for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. Termination

A. County may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination occurs, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by County to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to County.

B. Should County require a modification of this Agreement with Professional, and in the event County and Professional fail to agree upon a modification to this Agreement, County shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by County to be properly performed by Professional prior to such termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional 's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
 - (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
 - (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
 - (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - (i) Name the County, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
 - (ii) Provide for at least thirty (30) days prior written notice to the County for cancellation or non-renewal of the insurance or reduction in coverage limits; and
 - (iii) Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).
- C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to County prior to commencement of services.

Section 12. Indemnification.

COUNTY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT.

PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "COUNTY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COUNTY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A COUNTY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE COUNTY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of County.

Section 14. Applicable Laws

Professional shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Kaufman County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by County to Professional, County may, at its sole discretion without prejudice to any other right or remedy:

Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by County to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by County at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, County may proceed to complete the services in any manner deemed proper by County, either by the use of its own forces or by re-contracting to others.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with County prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and County ("the Effective Date").

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that County assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of County. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access

County will obtain and/or furnish right-of-access on any project site for Professional to

perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Professional will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing and shall be deemed received three days after delivery set forth herein:

County: Purchasing Agent
Kaufman County Courthouse
100 N. Washington St.
Kaufman, Texas 75142

With copy to: Kaufman County DA's Office
Attn: Karen Badgley
100 W. Mulberry
Kaufman, TX 75142

Professional: Daniel Harrison, AICP
2711 North Haskell Avenue, Suite 3300
Dallas, Texas 75204

Section 23. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 26. Authorization.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the County and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the County or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the County has any direct or indirect

pecuniary interest in this Agreement.

Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the County.

(Signature page to follow)

EXECUTED in duplicate originals this the _____ day of _____, 2018

KAUFMAN COUNTY, TEXAS


By: _____
Bruce Wood, County Judge

APPROVED AS TO FORM:

By: _____
Karen Badgley, Assistant District Attorney

EXECUTED in duplicate originals this the 4th day of SEPTEMBER, 2018

PROFESSIONAL

By: 
Wendy Shabay, AICP
Principal & Vice-President

RFQ No. 6 -18
EXHIBIT "A"
SCOPE OF SERVICES

PROJECT UNDERSTANDING

North Texas has experienced major growth within the past 10 years and some of this growth has extended to Kaufman County. According to the U.S. Census' American Community Survey, Kaufman County has grown by over 20,000 people since the adoption of the current subdivision regulations in 2006. However, this population growth and development is not just limited to incorporated areas of the County. Unincorporated areas of the County are also experiencing growth. As the population (and development activity) within these areas continue to increase, it becomes ever more important for County standards to achieve the following:

- Dictate the consistent and orderly subdivision of land;
- Manage development impacts on water supply, wastewater treatment, floodplain, the transportation network, and County services; and
- Establish and clearly convey processes and procedures to subdivide and develop land.

FNI understands the County desires to update its subdivision and land development rules and regulations to identify deficiencies, modernize standards, align with State statutes, and streamline the development review/approval process. FNI will assess the County's subdivision and construction standards, floodplain and stormwater management, and wastewater treatment; as well as procedures to efficiently process and approve development applications.

PROJECT APPROACH

FNI will review, analyze, and provide recommendations for the County's current land-use regulations (Floodplain, On-Site Sewer, Stormwater Management, and Fire Code), with a primary focus on the County's subdivision regulations. A diagnostic report will be initially prepared to lay the foundation for developing updates to the County's land-use regulations. This diagnostic evaluation will result in the definition of problems and issues arising out of the County's current subdivision practices. Pursuant to the diagnostic assessment, an update with recommended practices will be prepared for consideration. A public input process through the Commissioners Court will be held to facilitate community discussion regarding the diagnostic evaluation and proposed regulatory changes. Preparation of updated subdivision regulations will include procedural and technical updates. Acceptance and approval of updated subdivision regulations, through the Commissioners Court, will conclude this project.

FNI proposes a work program structured in two phases:

Phase 1: Diagnostic Report of the Current Subdivision Regulations and Land-Use Regulations

Phase 2: Preparing the Updated Subdivision Regulations and Land-Use Regulations with Adoption by the Commissioners Court

PHASE 1: COUNTY SUBDIVISION REGULATIONS DIAGNOSTIC REPORT

FNI will conduct a review of existing background information to guide the proposed subdivision regulation update. FNI will also conduct a diagnostic analysis of the County's existing subdivision regulations and approval processes that, coupled with the existing conditions summary, will lay the foundation for writing the updated regulations. The Diagnostic Report will be used to establish the critical updates needed to be made to the County's land-use regulations.

Work Plan for Phase 1:

1) Identify and Diagnose Issues from the Use of the Existing Regulations

- Analyze land use conflicts that have occurred within the County, and identify potential causes arising from current subdivision regulations. Including but not limited to: ETJ, commercial development, and thoroughfare plan issues.
- Analyze the County's existing subdivision regulations and identify any deficiencies in site development standards.
- Analyze the County's subdivision development review processes and identify opportunities for expediting or simplifying approval of applications.
- Analyze the County's Floodplain Regulations, On-Site Sewer Regulations, Stormwater Regulations, Fire and Building Code, and Construction and Technical Standards and identify any deficiencies and/or issues. Specifically, identify any cross-over issues and focus to develop solutions for integration.
- Analyze the County's current development-review process and identify the best departmental structure to promote successful application of updated subdivision regulations and land-use development. (i.e. recommendations regarding: development departmental structure; staffing/job descriptions, management, training, budgeting requirements, etc.).
- Analyze the County's land-use regulations regarding compliance with state and federal statutes/regulations.
- Collect developer input during the diagnostic interviews to identify issues and opportunities for improvement.

2) Prepare a Draft Diagnostic Report

- The draft diagnostic report will summarize the results of the investigation and define issues for deliberation.
- This draft report will be delivered electronically to allow an opportunity for County Staff and Commissioners Court to provide feedback and respond to the issues identified in the report.
- FNI will receive comments from County Staff (by email) to gather feedback on the draft report. All County Staff comments will be consolidated into one document/email and vetted by one County Staff Member to ensure that no conflicting County Staff comments exist, all comments reflect the County's desires, no open-end comments are present, and all comments provide clear and concise direction on how the County wants the document revised. The purpose of these County Staff comments is to replace an in-person meeting between County Staff and FNI to reduce overall project costs.

3) Refine Issues and Develop Creative and Realistic Solutions

- Critical issues and objectives will be formalized and documented as part of this task.
- This task will incorporate the County's feedback, as well as qualified consulting firm professional expertise in the development and updating the subdivision regulations and any associated land-use regulations.
- The result of this task will be a set of realistic solutions responding to each of the items identified as issues with the County's current subdivision regulations.

4) Prepare a Final Diagnostic Report

- The Diagnostic Report will summarize the findings and provide recommendations pertaining to revisions to the County's subdivision regulations, including a summary of the proposed resolution of each issue defined in Task 3.
- The report will incorporate an outline of the proposed recommendations on how the County's procedures and regulations can be made more user-friendly, as well as opportunities the County can pursue to enhance its public image and to proactively encourage cooperation and high-quality products from the development community.

Meetings for Phase I:

FNI will conduct up to three (3) meetings with the County to develop the diagnostic report. The following meetings are included within this scope:

1) Kickoff Meeting with Staff

- FNI will meet with County Staff to discuss the project objectives, schedule, and responsibilities of both parties.

2) Diagnostic Interviews

- FNI will conduct one (1) day of interviews with County Staff, Commissioners Court, and stakeholders (including developers) to identify and discuss issues related to the existing subdivision regulatory processes.
- The County Staff or Commissioners Court will identify all persons to be interviewed (including developers). Interviews will be held at the County offices.

3) Commissioners Court Feedback Meeting on Diagnostic Report

- FNI will conduct one (1) workshop with the County to discuss any remaining issues and reach consensus to finalize the report.
- Participants at the workshop are anticipated to be members of the Commissioners Court, with County Staff if needed. The Commissioners Court will select the actual participants.

Deliverables for Phase 1:

FNI will provide the County with electronic files of the draft and final diagnostic assessment of current subdivision regulations practices and recommended updates.

PHASE2: COUNTY SUBDIVISION REGULATIONS UPDATE

The purpose of this section is to update the existing subdivision regulations and any associated land-use regulations (Floodplain, On-Site Sewer, Stormwater Management, and Fire Code). The updated regulations will generally be organized as follows and address the following topics; however, the actual sections shown below are subject to change throughout the review and feedback process:

- Section 1: General Provisions
- Section 2: Decision-Maker Authority
- Section 3: Application Submittal and Processing Procedures
- Section 4: Enforcement
- Section 5: Plats and Platting Procedures
- Section 6: Construction Plans and Procedures
- Section 7: Subdivision Design Standards
- Section 8: Relief from Subdivision Design Standards
- Section 9: Reference/Incorporation of Relevant Land-Use Regulations
- Section 10: Definitions
- Section 11: Fee Schedule*
- Section 12: Relevant Forms*

** These sections will be created using the County's existing fee schedule and forms as a basis for modification.*

Work Plan for Phase 2:

1) Reference Approved Diagnostic Report

The final diagnostic assessment of the current subdivision regulations will be referenced to create the updated regulations.

2) Draft Subdivision Regulations

The subdivision regulations will be updated to address the critical issues and opportunities recommended to improve and update the County's procedures and regulations.

Meetings for Phase 2:

FNI will conduct up to four (4) meetings with the County to develop the updated regulations. The following meetings are included within this scope:

1) Feedback on Draft Subdivision Regulations

- FNI will meet with County officials and County Staff to provide a detailed explanation of and review the updated regulations.
- County Staff and Commissioners Court should provide feedback to FNI.

2) Feedback on revised Subdivision Regulations for the Adoption Process

- FNI will integrate changes/commentary from Meeting #4 and present new draft to County Officials, County Staff, and stakeholders at this meeting (Meeting #5).
- FNI will solicit developer input on the subdivision regulations.
- County Officials, County Staff, and stakeholders should provide feedback to FNI.

3) Public Workshop with the County Officials

- FNI will meet with the County officials to present the draft subdivision regulations and solicit any comments/questions regarding the draft.
- The draft updated subdivision regulation should be posted on the County's website prior to this meeting.

4) Public Hearing for Adoption of the Subdivision Regulations

- FNI will meet with the Commissioners Court to present the updated subdivision regulations.
- The Commissioners Court will consider adoption of the updated subdivision regulations.

Deliverables for Phase 2:

FNI will provide five (5) USB flash drives (in both PDF and Microsoft Word format) and fifteen (15) printed copies of the final subdivision regulations.

MEETING SUMMARY:

FNI will conduct up to seven (7) meetings with this scope of services. A summary of the meetings is as follows:

- 1) Kickoff with Staff
- 2) Diagnostic Interviews
- 3) Commissioners Court Feedback Meeting on Diagnostic Report
- 4) Feedback on Subdivision Regulations
- 5) Feedback on Revised Subdivision Regulations for the Adoption Process
- 6) Public Workshop with the County Officials
- 7) Public Hearing for Adoption of the Subdivision Regulations

RFQ No. 6 -18
EXHIBIT "B"
PAYMENT SCHEDULE

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

SCHEDULED TASK COMPLETED	DOLLAR AMOUNT	MONTH, DATE, YEAR
County Executes Agreement	--	September 2018
SEE SCHEDULE ITEM 1	\$ 3,906	September 2018
SEE SCHEDULE ITEM 2	\$ 4,542	October 2018
SEE SCHEDULE ITEM 3	\$19,481	October 2018
SEE SCHEDULE ITEM 4	\$ 1,968	November 2018
SEE SCHEDULE ITEM 5	\$ 7,598	November 2018
SEE SCHEDULE ITEM 6	\$ 3,720	November 2018
SEE SCHEDULE ITEM 7	\$ 4,437	December 2018
SEE SCHEDULE ITEM 8	\$15,569	December 2018
SEE SCHEDULE ITEM 9	\$ 3,795	December 2018
SEE SCHEDULE ITEM 10	\$22,460	January 2019
SEE SCHEDULE ITEM 11	\$ 5,532	January 2019
SEE SCHEDULE ITEM 12	\$11,443	February 2019
SEE SCHEDULE ITEM 13	\$ 4,037	February 2019
SEE SCHEDULE ITEM 14	\$ 4,037	March 2019
SEE SCHEDULE ITEM 15	\$ 4,475	March 2019
<i>TOTAL CONSULTANT'S FEE</i>	\$ 117,000	

II. PROJECT BUDGET SUMMARY.

A. Basic Services.

1. Description of Basic Services.

a. New Subdivision Ordinance \$ 117,000.00

Project Budget, Grand \$ 4,037Total (Lump Sum) **\$ 117,000.00**

RFQ No. 6 - 18
EXHIBIT "C"
PROJECT SCHEDULE

Project Schedule*										
Phase	Item	Item #	Item or Meeting	2018/2019						
				Sept	Oct	Nov	Dec	Jan	Feb	Mar
Phase 1	Diagnostic Report	1	Meeting #1: Kickoff meeting with County Staff							
		2	Meeting #2: Diagnostic Interviews							
		3	Prepare and submit draft Diagnostic Report							
		4	Receive and review Staff comments on draft Diagnostic Report							
		5	Prepare and submit revised Diagnostic Report							
		6	Meeting #3: Commissioners Court Feedback Meeting							
		7	Finalize and submit Diagnostic Report							
Phase 2	Subdivision Regulations Update	8	Prepare and submit draft Subdivision Regulations							
		9	Meeting #4: Feedback Meeting on Subdivision Regulations							
		10	Prepare and submit revised draft Subdivision Regulations							
		11	Meeting #5: Feedback Meeting on revised Subdivision Regulations							
		12	Prepare and submit final Subdivision Regulations for adoption							
		13	Meeting #6: Public Workshop with County Officials							
		14	Meeting #7: Commissioners Court Public Hearing and Adoption of Subdivision Regulations							
		15	Submit final Subdivision Regulations							

KAUFMAN COUNTY 2017-2018						
AUGUST 2018						
GENERAL FUND	CURRENT ROLL			DELINQUENT ROLL		
	2017 ONLY			2016 AND OLDER		
	M&O	I&S	%	AMOUNT	%	
Adjusted Tax Levy Roll	\$34,380,030.68	\$4,494,388.33	100.00%	\$2,224,864.49	100.00%	
Amount to be collected	\$535,468.82	\$69,782.90	1.56%	\$1,461,548.57	65.69%	
Amount collected this month	\$72,720.81	\$9,515.52		\$49,900.24		
Taxes collected year to date	\$33,844,561.86	\$4,424,605.43	98.44%	\$763,315.92	34.31%	
Penalty & Interest collected	\$160,793.55	\$21,019.54		\$169,349.18		
SIT Overage	\$8,244.29	\$0.00		\$0.00		
TOTAL COLLECTIONS YEAR TO DATE	\$34,013,599.70	\$4,445,624.97		\$932,665.10		
TOTAL M&O AND I&S COLLECTIONS YTD	\$38,459,224.67					
Rollback Taxes collected this month	\$4,504.72					
Rollback Taxes collected year to date	\$351,569.11					
Attorney Fees collected	\$43,288.95			\$111,267.01		
KAUFMAN COUNTY ROAD & BRIDGE 2017-2018						
AUGUST 2018						
GENERAL FUND	CURRENT ROLL			DELINQUENT ROLL		
	2017 ONLY			2016 AND OLDER		
	AMOUNT		%	AMOUNT	%	
Adjusted Tax Levy Roll	\$7,759,092.69		100.00%	\$346,608.20	100.00%	
Amount to be collected	\$119,650.55		1.54%	\$222,202.98	64.11%	
Amount collected this month	\$15,482.98			\$7,698.56		
Taxes collected year to date	\$7,639,442.14		98.46%	\$124,405.22	35.89%	
Penalty & Interest collected	\$36,285.86			\$26,958.07		
SIT Overage	\$1,687.02			\$0.00		
TOTAL COLLECTIONS YEAR TO DATE	\$7,677,415.02			\$151,363.29		
Rollback Taxes collected this month	\$726.02					
Rollback Taxes collected year to date	\$56,203.57					
Attorney Fees collected	\$8,708.79			\$18,573.83		

Kaufman County Auditor's Report
August 2018
Fiscal Year 2018

Benchmark for 11 Months = 91.67%

	FY2018 Budget	YTD Rev/Exp as of 8/31/2018	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
General Fund Revenues					
AD VALOREM TAXES	34,984,510	34,789,151	99.44%	31,141,359	11.71%
MIXED DRINKS (STATE)	170,000	121,330	71.37%	151,928	-20.14%
OFFICIAL'S FEES	3,187,300	3,141,545	98.56%	3,050,878	2.97%
OTHER FEES	157,600	145,522	92.34%	147,010	-1.01%
INTEREST EARNINGS	100,000	183,818	183.82%	98,788	86.07%
OTHER REVENUES	5,136,135	3,855,944	75.07%	4,845,006	-20.41%
INTERGOVERNMENTAL	515,988	411,643	79.78%	-	N/A
SALE OF ASSETS	55,000	12,394	22.53%	4,785	159.02%
	44,306,533	42,661,347	96.29%	39,439,753	8.17%
General Fund Expenditures					
COUNTY JUDGE	262,184	225,430	85.98%	225,297	0.06%
COUNTY COURT AT LAW #2	381,463	327,390	85.82%	292,641	11.87%
COUNTY CLERK	823,453	714,634	86.79%	670,330	6.61%
COUNTY COURT AT LAW #1	409,474	348,994	85.23%	346,180	0.81%
VETERAN SERVICE OFFICER	59,366	50,399	84.89%	35,104	43.57%
PUBLIC DEFENDER	523,401	429,016	81.97%	459,105	-6.55%
TIF/POWERCENTER	434,450	449,767	103.53%	313,324	43.55%
GENERAL GOVERNMENT	7,325,502	6,293,788	85.92%	6,275,166	0.30%
VOTER'S REGISTRATION	64,931	54,204	83.48%	50,886	6.52%
EMERGENCY MANAGEMENT	281,443	245,878	87.36%	143,914	70.85%
ANIMAL SHELTER	700	-	0.00%	-	N/A
422ND DISTRICT COURT	236,287	173,312	73.35%	200,908	-13.74%
COLLECTIONS	138,015	110,636	80.16%	84,164	31.45%
DISTRICT ATTORNEY	2,663,411	2,244,658	84.28%	2,004,513	11.98%
DISTRICT CLERK	568,587	400,415	70.42%	402,594	-0.54%
86TH DISTRICT COURT	195,374	163,559	83.72%	152,496	7.26%
JUSTICE OF THE PEACE #1	230,274	199,816	86.77%	194,282	2.85%
JUSTICE OF THE PEACE #2	240,269	209,092	87.02%	203,870	2.56%
JUSTICE OF THE PEACE #3	287,317	248,315	86.43%	238,068	4.30%
JUSTICE OF THE PEACE #4	246,444	207,548	84.22%	205,506	0.99%
JUDICIAL & LAW ENFORCEMENT	240,500	192,830	80.18%	175,719	9.74%
JURY EXPENSE	28,900	18,124	62.71%	23,347	-22.37%
ELECTION EXPENSE	282,399	250,832	88.82%	229,271	9.40%
COUNTY AUDITOR	357,876	316,037	88.31%	295,024	7.12%
PURCHASING AGENT	221,026	178,321	80.68%	140,243	27.15%
COUNTY TREASURER	187,898	159,114	84.68%	155,382	2.40%
HUMAN RESOURCES	167,419	128,062	76.49%	118,702	7.89%
TAX COLLECTOR AUTO & TAX	1,008,110	868,836	86.18%	864,364	0.52%
MANAGED SERVICES	468,463	323,936	69.15%	27,500	1077.95%
MAINTENANCE & OPERATIONS	1,602,092	1,368,622	85.43%	899,358	52.18%
UTILITIES	545,850	471,844	86.44%	412,263	14.45%
DEVELOPMENT SERVICES	275,342	210,372	76.40%	180,216	16.73%
FIRE MARSHAL	301,884	234,190	77.58%	181,863	28.77%
CODE ENFORCEMENT	183,199	141,281	77.12%	115,185	22.66%
CONSTABLE PCT. #1	182,089	156,860	86.14%	118,985	31.83%

Kaufman County Auditor's Report
August 2018
Fiscal Year 2018

Benchmark for 11 Months = 91.67%

CONSTABLE PCT #2	219,375	185,168	84.41%	176,563	4.87%
CONSTABLE PCT #3	271,944	223,641	82.24%	153,968	45.25%
CONSTABLE PCT #4	267,306	220,970	82.67%	147,387	49.92%
SHERIFF'S OFFICE	6,425,960	5,369,462	83.56%	4,628,191	16.02%
JAIL EXPENSE	8,302,360	7,314,386	88.10%	6,340,505	15.36%
SCHOOL OFFICERS	467,500	290,170	62.07%	371,739	-21.94%
DISPATCH	1,479,283	1,230,987	83.22%	1,103,508	11.55%
WINDMILL FARMS - CONST 2	97,894	81,266	83.01%	37,595	116.16%
HIGHWAY PATROL	96,019	85,826	89.38%	76,414	12.32%
DPS LICENSE & WEIGHT	7,700	3,773	49.01%	5,887	-35.90%
CLEMENTS RANCH - CONST 2	43,287	30,342	70.09%	-	N/A
CHARITIES POOR & RELIEF	777,000	687,717	88.51%	539,187	27.55%
EXTENSION SERVICE	302,165	262,246	86.79%	258,987	1.26%
PROJECT/PROGRAM MANAGER	54,915	48,515	88.35%	47,006	3.21%
LEASE PAYMENTS	18,299	18,298	99.99%	18,298	0.00%
PCT #4 CONVENIENCE STATION	67,771	60,465	89.22%	48,759	24.01%
CAPITAL OUTLAY	653,211	556,725	85.23%	347,687	60.12%
COMPUTER	990,217	948,567	95.79%	788,950	20.23%
PROBATE & LUNACY	53,250	44,464	83.50%	46,876	-5.15%
IT/MANAGED SERVICES	402,936	353,244	87.67%	335,057	5.43%
TRANSFERS	1,882,749	1,882,749	100.00%	1,447,389	30.08%
	44,306,533	38,015,091	85.80%	33,355,722	13.97%

	FY2018 Budget	YTD Rev/Exp as of 8/31/2018	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
General Road & Bridge Revenues					
INTEREST	2,500	3,392	135.66%	2,011	68.66%
AUTO REG/TERP	950,000	866,964	91.26%	919,248	-5.69%
REGISTRATION FEES COUNTY	1,000,000	943,000	94.30%	898,800	4.92%
LATERAL ROAD	59,000	58,247	98.72%	58,247	0.00%
GROSS WEIGHT & AXLE FEE	80,000	46,785	58.48%	44,946	4.09%
DISTRICT COURT	120,000	75,073	62.56%	105,248	-28.67%
COUNTY COURT	350,000	283,599	81.03%	300,617	-5.66%
CULVERTS	7,000	7,500	107.14%	7,800	-3.85%
MISCELLANEOUS	500	54	10.70%	-	N/A
TRANSFER FROM R&B BOND ISSUE	278,673	278,673	100.00%	-	N/A
DELINQUENT TAXES	140,000	151,363	108.12%	128,110	18.15%
R&B MAINTENANCE TAX REVENUES	7,915,365	7,677,415	96.99%	6,305,508	21.76%
PASS-THROUGH TOLL - TERRELL	-	1,971	N/A	-	N/A
PASS-THROUGH TOLL - KAUFMAN	-	273,269	N/A	-	N/A
	10,903,038	10,667,305	97.84%	8,770,535	18.49%

General Road & Bridge Expenditures					
TRANSFER TO R&B #1	2,817,344	2,698,800	95.79%	2,340,000	15.33%
TRANSFER TO R&B #2	1,950,468	1,868,400	95.79%	1,620,000	15.33%
TRANSFER TO R&B #3	2,817,344	2,698,800	95.79%	2,340,000	15.33%
TRANSFER TO R&B #4	3,250,782	3,114,000	95.79%	2,700,000	15.33%
FEMA EXPENSES	15,000	10,275	68.50%	17,616	-41.67%
ROAD SIGNS	24,400	10,006	41.01%	5,289	89.19%
REFUND VENUS INITIATIVE	27,700	27,644	99.80%	23,636	16.96%
	10,903,038	10,427,925	95.64%	9,046,541	15.27%

Kaufman County Auditor's Report
August 2018
Fiscal Year 2018

Benchmark for 11 Months = 91.67%

	FY2018 Budget	YTD Rev/Exp as of 8/31/2018	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
Road & Bridge Pct. #1 - 4 Revenues					
ROAD & BRIDGE PCT. #1	4,291,456	4,408,741	102.73%	3,561,000	23.81%
ROAD & BRIDGE PCT. #2	3,009,568	3,119,392	103.65%	2,442,536	27.71%
ROAD & BRIDGE PCT. #3	4,595,428	4,361,991	94.92%	3,624,384	20.35%
ROAD & BRIDGE PCT. #4	4,505,413	4,318,747	95.86%	4,085,121	5.72%
Road & Bridge Pct. #1 - 4 Expenditures					
ROAD & BRIDGE PCT. #1	4,291,456	2,613,641	60.90%	2,057,776	27.01%
ROAD & BRIDGE PCT. #2	3,009,568	1,194,376	39.69%	1,312,943	-9.03%
ROAD & BRIDGE PCT. #3	4,595,428	3,660,467	79.65%	2,011,550	81.97%
ROAD & BRIDGE PCT. #4	4,505,413	2,692,554	59.76%	2,919,182	-7.76%
Road & Bridge Pct. #1 - 4 Road Bond					
R&B PCT 1 SPECIAL ROAD PROJECT	9,343	-	0.00%	-	N/A
R&B PCT 2 SPECIAL ROAD PROJECT	244,780	244,780	100.00%	92,477	164.69%
R&B PCT 3 SPECIAL ROAD PROJECT	4,541	-	0.00%	-	N/A
R&B PCT 4 SPECIAL ROAD PROJECT	150,345	146,071	97.16%	35,402	312.61%

Other Funds					
INDIGENT HEALTH CARE REVENUES	308,800	379,794	122.99%	402,411	-5.62%
INDIGENT HEALTH CARE EXPENDITURES	308,800	333,474	107.99%	268,145	24.36%
CHILDREN'S SHELTER REVENUES	868,317	683,763	78.75%	653,809	4.58%
CHILDREN'S SHELTER EXPENDITURES	868,317	658,864	75.88%	695,042	-5.21%
COUNTY LIBRARY REVENUES	207,400	210,910	101.69%	228,468	-7.69%
COUNTY LIBRARY EXPENDITURES	207,400	178,201	85.92%	192,677	-7.51%
JUVENILE PROBATION REVENUES (COUNTY)	639,612	602,679	94.23%	633,398	-4.85%
JUVENILE PROBATION EXPENDITURES (COUNTY)	639,613	556,281	86.97%	617,301	-9.88%
(Different Fiscal Year - 12 Months - 100.00%)					

**Statement of Revenues, Expenditures, and changes in Fund Balance
August 2018**

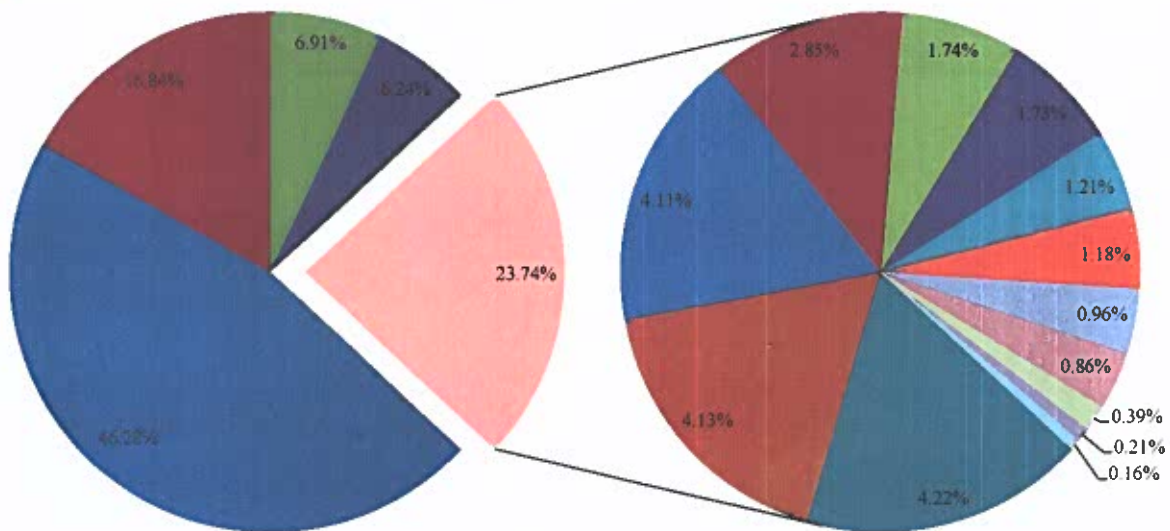
	General Fund	R&B General	R&B #1	R&B #2	R&B #3	R&B #4
REVENUES						
Property Taxes	\$ 117,967.72	\$ 23,181.54	\$ -	\$ -	\$ -	\$ -
Mixed Beverage Taxes	-	-	-	-	-	-
License and permits	252.50	-	-	-	-	-
Fees of office	370,874.09	124,932.28	-	-	-	-
Charges for Services	28,532.97	-	99,189.00	-	-	-
Forfeitures	-	-	-	-	-	-
Intergovernmental	302,093.71	275,240.22	-	-	-	-
Investment income	14,932.64	209.54	861.03	923.35	336.49	780.01
Miscellaneous	110,770.44	-	5,495.70	-	-	-
Total Revenues	<u>945,424.07</u>	<u>423,563.58</u>	<u>105,545.73</u>	<u>923.35</u>	<u>336.49</u>	<u>780.01</u>
EXPENDITURES						
General Government	1,327,699.22	-	-	-	-	-
Public safety and corrections	1,469,394.21	-	-	-	-	-
Judicial	544,202.76	-	-	-	-	-
Community Service	297.50	-	-	-	-	-
Infrastructure and Environmental	34,488.92	1,452.25	413,823.02	114,761.65	444,325.75	370,612.99
Health and Human Services	612.00	-	-	-	-	-
Capital Outlay	98,962.77	-	15,578.13	6,728.31	-	24,743.60
Debt Service	-	-	-	-	-	-
Principal	-	-	10,160.15	-	5,924.40	-
Interest & Fiscal Charges	-	-	1,029.58	-	613.99	-
Total Expenditures	<u>3,475,657.38</u>	<u>1,452.25</u>	<u>440,590.88</u>	<u>121,489.96</u>	<u>450,864.14</u>	<u>395,356.59</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(2,530,233.31)</u>	<u>422,111.33</u>	<u>(335,045.15)</u>	<u>(120,566.61)</u>	<u>(450,527.65)</u>	<u>(394,576.58)</u>
OTHER FINANCING SOURCES (USES)						
Issuance of Long Term Debt	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-
Insurance Recoveries	2,619.92	-	-	-	-	-
Operating Transfers In	-	-	54,600.00	37,800.00	54,600.00	63,000.00
Operating Transfers Out	(30,000.00)	(210,000.00)	-	-	-	-
Total other financing sources (uses)	<u>(27,380.08)</u>	<u>(210,000.00)</u>	<u>54,600.00</u>	<u>37,800.00</u>	<u>54,600.00</u>	<u>63,000.00</u>
NET CHANGE IN FUND BALANCES	<u>(2,557,613.39)</u>	<u>212,111.33</u>	<u>(280,445.15)</u>	<u>(82,766.61)</u>	<u>(395,927.65)</u>	<u>(331,576.58)</u>
FUND BALANCE, BEGINNING	<u>11,806,126.11</u>	<u>245,087.81</u>	<u>2,075,544.98</u>	<u>2,007,782.43</u>	<u>1,097,452.26</u>	<u>1,957,769.72</u>
PRIOR PERIOD ADJUSTMENT	-	-	-	-	-	-
FUND BALANCE, ENDING	<u>\$ 9,248,512.72</u>	<u>\$ 457,199.14</u>	<u>\$ 1,795,099.83</u>	<u>\$ 1,925,015.82</u>	<u>\$ 701,524.61</u>	<u>\$ 1,626,193.14</u>

General Fund Expenditure Summary - August 2018

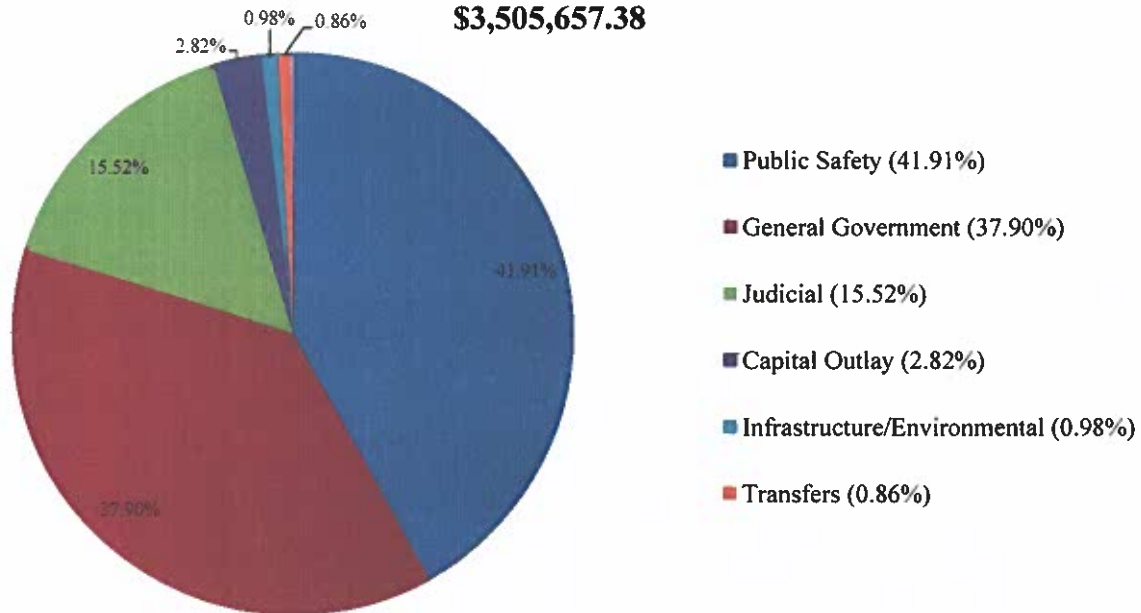
Salaries (46.28%)	\$1,622,325.24
Benefits (16.84%)	\$590,220.08
Inmate Housing (6.91%)	\$242,382.53
Miscellaneous (6.24%)	\$218,583.20
Parts & Repairs (4.22%)	\$147,867.28
Judicial/Legal (4.13%)	\$144,651.96
Equipment/Vehicles (4.11%)	\$143,909.39
Utilities (2.85%)	\$100,004.17
Outside Entities (1.74%)	\$61,115.91
Operating Expenses (1.73%)	\$60,743.17
Gas & Oil (1.21%)	\$42,381.11
Computer/Software (1.18%)	\$41,280.13
Travel & Training (0.96%)	\$33,607.96
Transfers (0.86%)	\$30,000.00
Animal Control (0.39%)	\$13,567.92
Rentals/Leases (0.21%)	\$7,268.11
Other Insurance (0.16%)	\$5,749.22
	\$3,505,657.38

**General Fund
Expenditure Summary
August 2018
\$3,505,657.38**

■ Salaries (46.28%)	■ Benefits (16.84%)	■ Inmate Housing (6.91%)	■ Miscellaneous (6.24%)
■ Parts & Repairs (4.22%)	■ Judicial/Legal (4.13%)	■ Equipment/Vehicles (4.11%)	■ Utilities (2.85%)
■ Outside Entities (1.74%)	■ Operating Expenses (1.73%)	■ Gas & Oil (1.21%)	■ Computer/Software (1.18%)
■ Travel & Training (0.96%)	■ Transfers (0.86%)	■ Animal Control (0.39%)	■ Rentals/Leases (0.21%)
■ Other Insurance (0.16%)			



**General Fund
Expenditure Summary
August 2018
\$3,505,657.38**



Public Safety (41.91%)	\$	1,469,394.21
General Government (37.90%)	\$	1,328,608.72
Judicial (15.52%)	\$	544,202.76
Capital Outlay (2.82%)	\$	98,962.77
Infrastructure/Environmental (0.98%)	\$	34,488.92
Transfers (0.86%)	\$	30,000.00
Debt Service (0.00%)	\$	-

Road & Bridge Expenditure Summary - August 2018

	R&B #1	R&B #2	R&B #3	R&B #4
Salaries	\$ 58,211.06	\$ 39,298.55	\$ 52,201.20	\$ 60,710.10
Benefits	22,772.92	16,342.29	22,425.31	22,402.94
Road Materials	296,822.81	39,284.14	329,351.47	243,121.58
Equipment/Leases	32,555.79	6,728.31	23,830.36	34,243.60
Operating Expense	30,228.30	19,836.67	23,055.80	34,878.37
	\$ 440,590.88	\$ 121,489.96	\$ 450,864.14	\$ 395,356.59

