

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



FILED FOR RECORD
KAUFMAN CO. TEXAS
2018 OCT 19 AM 10:33
LAURA A. HUGHES
COUNTY CLERK
BY: TC
DEPUTY

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, October 24, 2018 at 9:00 a.m., in the Kaufman County Courthouse Annex, Second Floor Meeting Room, 100 N. 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. **John Polster, ITS;** Presentation on Status of Kaufman County Transportation Bond Program.
3. **Ralph Davis, Carrie Sharp and Katie Sotzing;** To Present the Extension Office monthly report for August, September and October 2018.
4. **Robert Hunter;** Veterans Services Officers Quarterly Report for 4th Quarter FY 2018.
5. **Lynn Fanion;** To present Kaufman County Collections report for September 2018.
6. **Desiree Pool;** To Present Indigent Health Care Quarterly Report.
7. **Brenda Samples;** To Present Tax Assessor-Collector's Monthly Report for September 2018.
8. **Ronnie Oldfield;** Present/Accept Treasurer's Monthly Report, Quarterly Report and Quarterly Investment Report for quarter ending in September 2018.
9. **Discuss/Consider** re-appointing Susie O'Steen, Cindy Shefka, Lisa Gray Smith (Pct. 1), David Morgan (Pct. 2), Tina Beard (Pct. 3), and Landa Taylor (Pct. 4) to the Kaufman County Child Welfare Board.
10. **Discuss/Consider** appointing Richard Murphy (Pct. 1), Patricia Ann Evans (Pct. 4), and Tammy Lynn Pargoud (Pct. 3) as new members to the Kaufman County Child Welfare Board.
11. **Discuss/Consider** approving County Child Welfare Services Non-Financial Agreement with the Texas Department of Family and Protective Services.
12. **Discuss/Consider** approving the 2019 Kaufman County Resolution for the Indigent Defense Grant Program.
13. **Discuss/Consider** and adopt resolution designating an engineering service provider to complete application and project related engineering services for the Texas Department of Agriculture's 2019-2020 Community Development Block Grant Funding.
14. **Discuss/Consider** adopting the Citizen Participation Plan for Kaufman County for the Texas Community Development Block Grant Application.

15. **Discuss/Consider** approving a Procurement Card with a credit limit of \$2,500 for the IT Department and cancelling individual employee credit assigned to employees within this department.
16. **Discuss/Consider** approving amendments to the Kaufman County Procurement Card Policy/Procedure Manual.
17. **Discuss/Consider** approving County Purchasing Department Proposed 2018-19 Bid Solicitation Schedule.
18. **Discuss/Consider** approval of Sourcewell Cooperative Purchasing Contract.
19. **Discuss/Consider** approving purchase of SMOOTH DRUM ROLLER (Hamm single drum roller; model H12i) in the amount of \$134,105 from Kirby-Smith Machinery, Inc., utilizing Buyboard Contract #515-16 for Precinct 3.
20. **Discuss/Consider** approving purchase of PADFOOT ROLLER (Hamm single drum roller; model H121P) in the amount of \$152,095 from Kirby-Smith Machinery, Inc., utilizing Buyboard Contract #515-16 for Precinct 3.
21. **Discuss/Consider** approving Resolution appointing member to serve as Kaufman County's Representative on the initial North Central Texas 9-1-1 Emergency Communications District Board.
22. **Discuss/Consider** renewing membership with the Texas Conference of Urban Counties and paying annual dues.
23. **Discuss/Consider** line item transfers.
24. **Discuss/Consider** claims for payment.
25. **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

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

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 19th day of October, 2018.


Bruce Wood, Kaufman County Judge

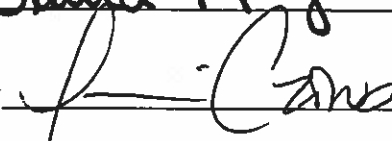
I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of meeting of the Kaufman County Commissioners' Court is a true and correct copy of said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 19th day of October, 2018, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

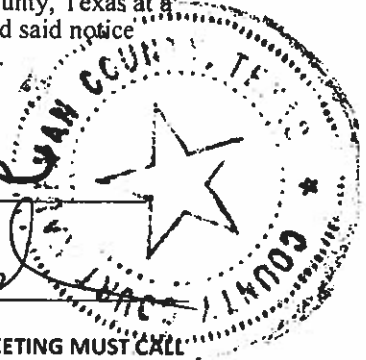
Laura Hughes, County Clerk

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.)

Veterans Services Quarterly Report

4th Quarter FY 2018

Telephone Requests		
Opened	Closed	%
83	83	100.00

Office Visits		
Opened	Closed	%
81	80	98.77

Mail Requests		
Opened	Closed	%
12	11	91.67

Total Tickets		
Opened	Closed	%
176	174	98.86

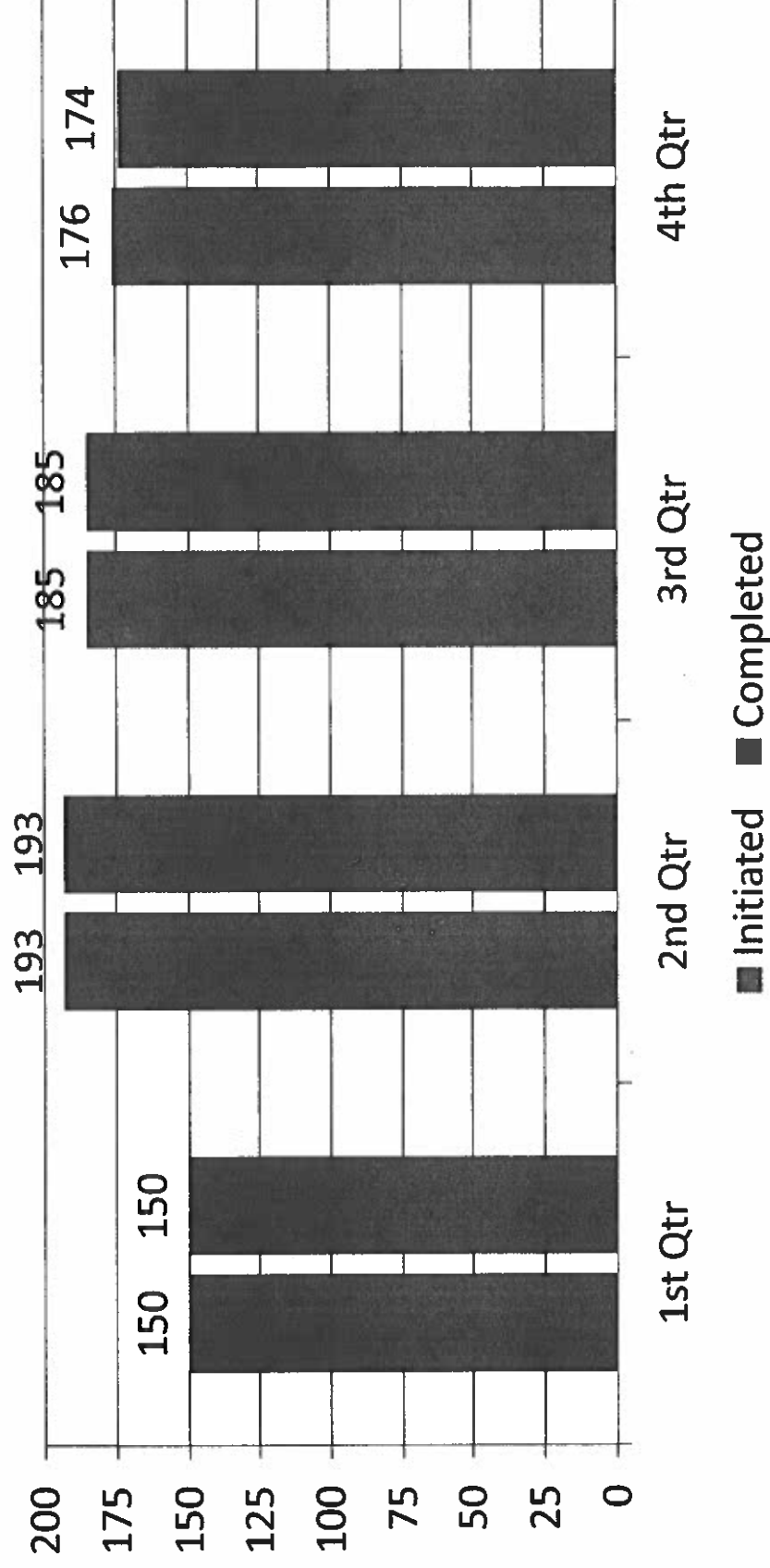
Veterans from outside Kaufman County
13

Veterans in Kaufman County*
7908 - up 1.25%

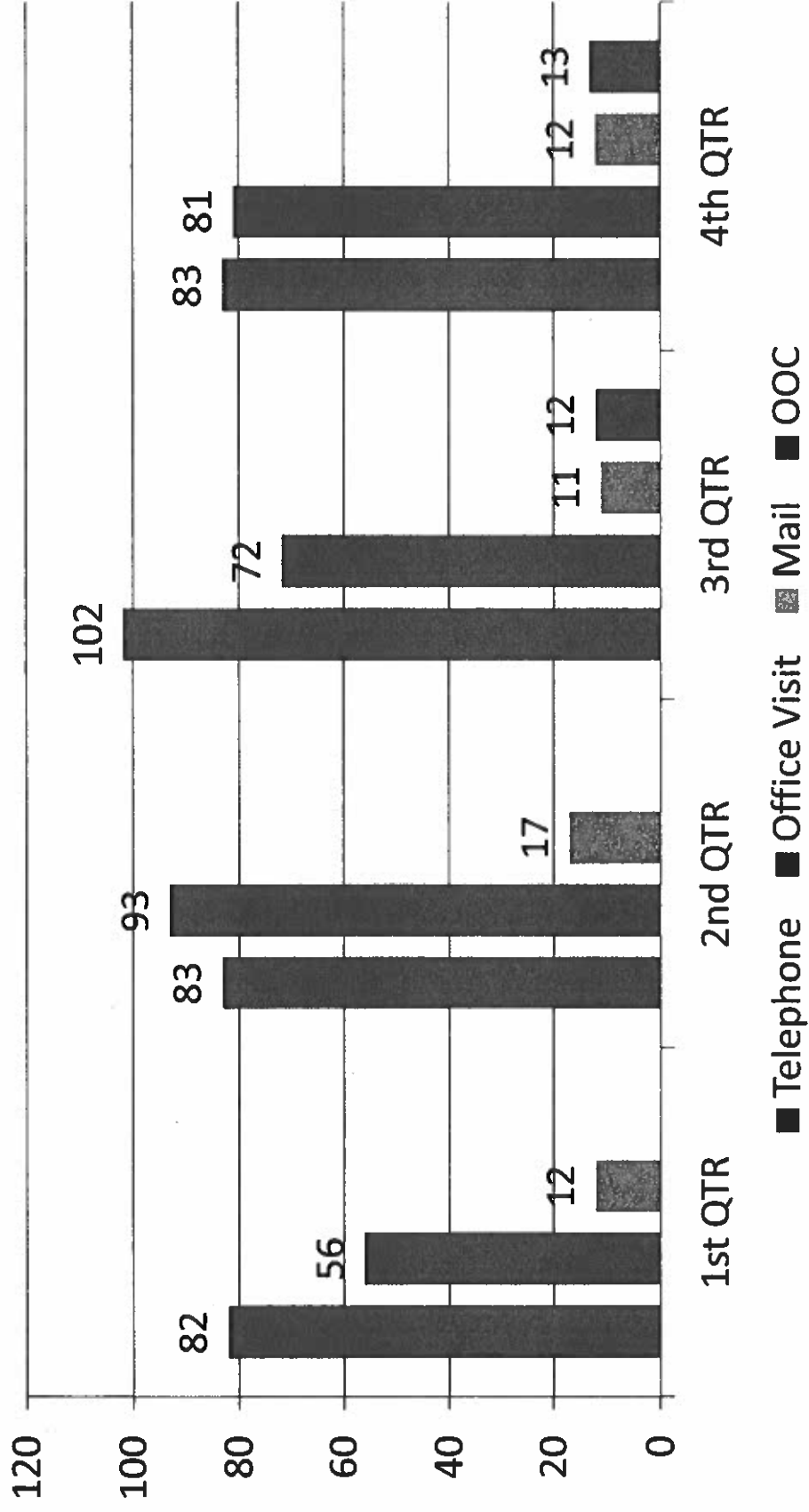
* Information obtained from the VA Geographic Distribution of Expenditures FY 2017

Veteran Service

704 Veteran Service Actions this FY



Veteran Service Breakdown



	A	B	C
1	KAUFMAN COUNTY COLLECTIONS BALANCE SHEET		
2	By Lynn Fanion		
3	September 2018		
4	TOTAL DEPOSITS TO TREASURER		
5	Criminal	Odyssey	\$ 54,342.09
6			
7	Total		\$ 54,342.09
8			
9	Disbursements Due		
10	DPS Reimbursement		\$ 2,136.03
11	Collection Agency Fees		\$ 345.13
12	Victim Restitution		\$ 4,752.62
13	Refund/Overpayment (Criminal)		\$ 47.35
14			
15	Total Disbursements Due		\$ 7,281.13
16			
17	Disbursement Made		
18	DPS Reimbursement		\$ 2,125.23
19	Collection Agency Fees		\$ 1,417.21
20	Victim Restitution		\$ 3,752.06
21	Refund/Overpayment (Criminal)		\$47.35
22			
23	Total Disbursements Made		\$ 7,341.85
24			
25	Outstanding Disbursements		
26	DPS Reimbursement		\$ 2,136.03
27	Collection Agency Fees		\$ 345.13
28	Victim Restitution		\$ 4,752.62
29	Refund/Overpayment (Criminal)		\$ -
30			
31	Total Ouststanding Disbursements		\$ 7,233.78
32			
33			
34			
35			

Hospital	Notifications	Applied	Didn't follow thru	App. Returned	Interview	Approved	Denied
Month of July 2018							
Texas Health Kaufman	294	0	0	0	0	0	0
Texas Health Dallas	2	1	0	1	1	1	0
Baylor	3	0	0	0	0	0	0
Texas Health Rockwall	1	0	0	0	0	0	0
Dallas Regional	1	0	0	0	0	0	0
Methodist Charlton	2	0	0	0	0	0	0
Navarro Regional	1	0	0	0	0	0	0
Scott & White Temple	1	0	0	0	0	0	0
UT Southwestern	1	0	0	0	0	0	0
UT Health Athens	1	0	0	0	0	0	0
UT Health Tyler	2	0	0	0	0	0	0
Month of August 2018							
Texas Health Kaufman	290	5	3	2	2	2	3
Dallas Medical Ctr	1	0	0	0	0	0	0
UT Health Athens	2	0	0	0	0	0	0
Texas Health Dallas	5	0	0	0	0	0	0
UT Health Tyler	6	0	0	0	0	0	0
Lakepointe	1	0	0	0	0	0	0
Baylor-Dallas	3	1	0	0	0	0	0
Methodist Charlton	2	0	0	1	1	1	0
Parkland	9	1	0	0	0	0	0
Trinity Mother Frances	2	0	0	1	1	1	0
				0	0	0	0
Month of September							
Texas Health Kaufman	314	1	1	0	0	0	1
Texas Health Dallas	2	0	0	0	0	0	0
Trinity Mother Frances	2	1	1	0	0	0	1
Parkland	6	0	0	0	0	0	0
UT Tyler	5	0	0	0	0	0	0
Lakepointe	2	0	0	0	0	0	0
Methodist Richardson	1	0	0	0	0	0	0

Texas Health Denton	1	0	0	0	0	0	0	0	0
Hunt Regional	1	0	0	0	0	0	0	0	0
Methodist Charlton	1	0	0	0	0	0	0	0	0

Source Totals for Batch Dates 07/01/2018 through 09/30/2018

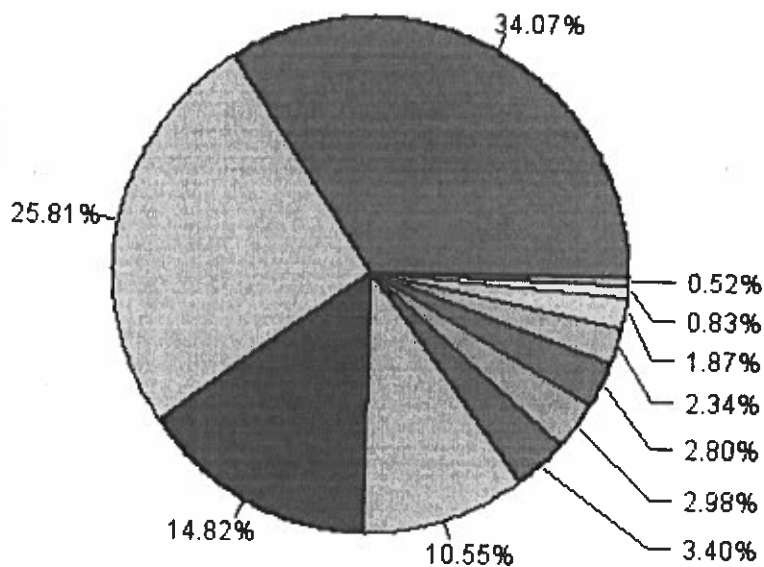
Jail Hospital Outpatient	34.07%	\$49,582.65
Hospital Out-Patient	25.81%	\$37,566.98
Physician Services	14.82%	\$21,568.86
Jail Hospital Inpatient	10.55%	\$15,357.07
Hospital In-Patient	3.40%	\$4,941.75
Jail Physician Services	2.98%	\$4,332.20
Prescription Drugs	2.80%	\$4,079.80
Jail Optional	2.34%	\$3,410.00
Physician Services-Anesthesia	1.87%	\$2,726.56
Lab/X-Ray	0.83%	\$1,201.20
Jail Lab	0.52%	\$762.05

Total Expenditures

\$145,529.12

Source Totals

- Jail Hospi - 34.07%
- Hospital O - 25.81%
- Physician - 14.82%
- Jail Hospi - 10.55%
- Hospital I - 3.40%
- Jail Physi - 2.98%
- Prescripti - 2.80%
- Jail Optio - 2.34%
- Physician - 1.87%
- Lab/X-Ray - 0.83%
- Jail Lab - 0.52%



Entry Statistics for Entry Dates 07/01/2018 through 09/30/2018

Clients Entered	29
Rapid Reg. Entered	58
Vendors Entered	3
Worksheets Entered	17
Invoices Entered	424

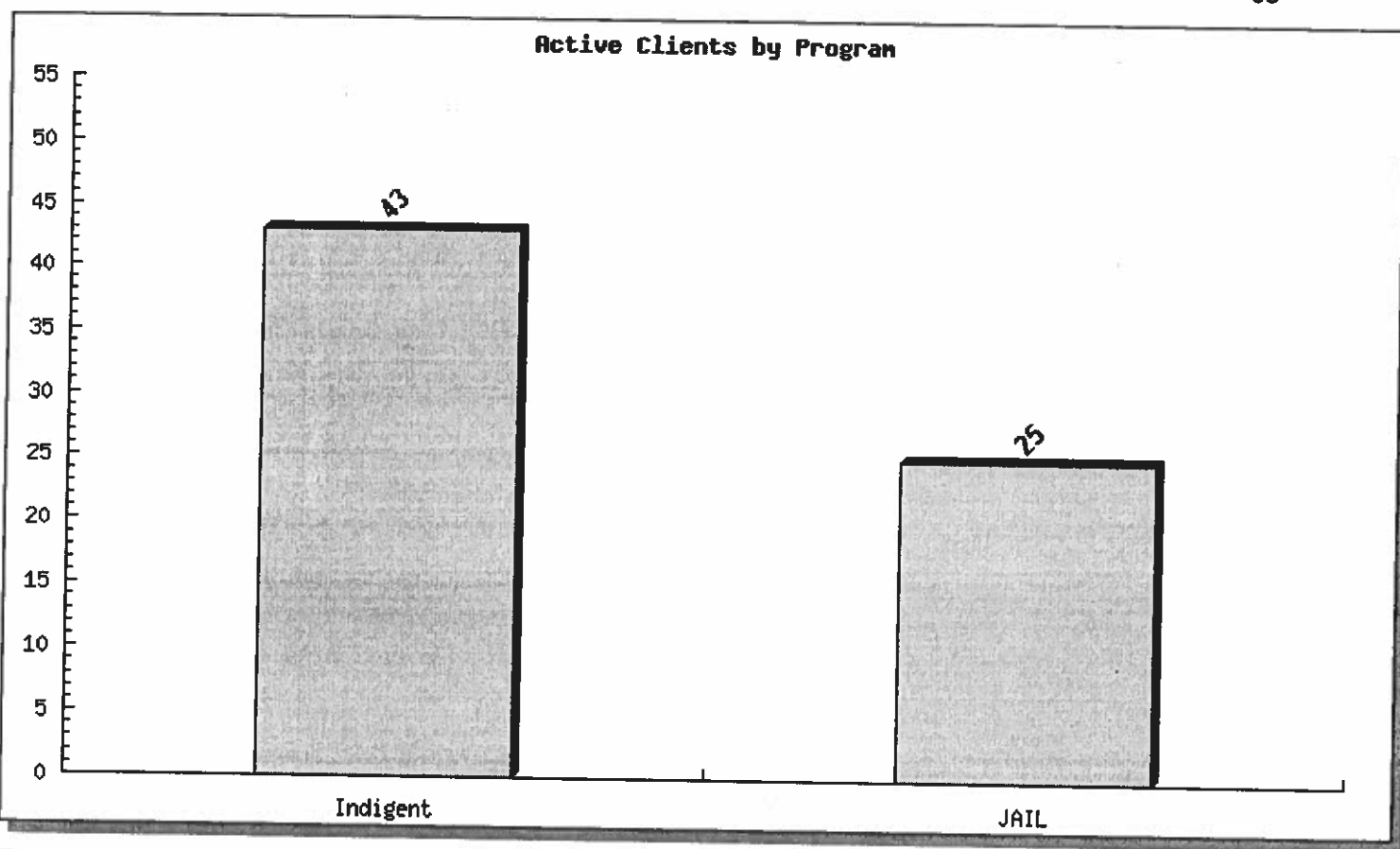
Void Statistics for Void Dates 07/01/2018 through 09/30/2018

Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	1
Invoices Voided	7

Active Clients by Program for Eligibility Dates 07/01/2018 through 09/30/2018

Indigent	43
JAIL	25

Total Clients By Program	68
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Appointments Scheduled by Type for Appointment Dates 07/01/2018 through 09/30/2018

HOSPITAL DISTRICT	0
New App-102	16
Renewal-102	7

Total Appointments Scheduled	23
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Source Totals for Batch Dates 07/01/2017 through 09/30/2017

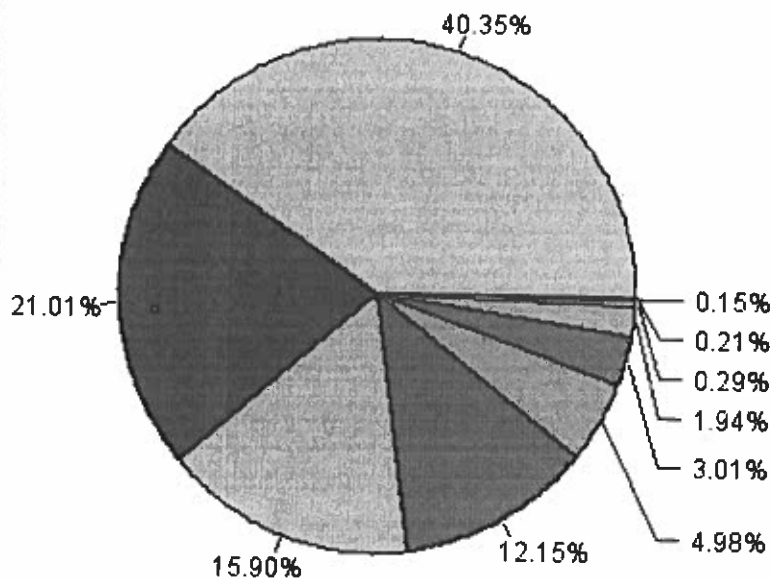
Hospital In-Patient	40.35%	\$38,556.79
Jail Hospital Outpatient	21.01%	\$20,077.28
Jail Optional	15.90%	\$15,190.00
Hospital Out-Patient	12.15%	\$11,610.22
Physician Services	4.98%	\$4,753.51
Prescription Drugs	3.01%	\$2,876.78
Jail Physician Services	1.94%	\$1,856.66
Jail Lab	0.29%	\$277.65
Physician Services-Anesthesia	0.21%	\$203.38
Lab/X-Ray	0.15%	\$142.61

Total Expenditures

\$95,544.88

Source Totals

- Hospital I - 40.35%
- Jail Hospi - 21.01%
- Jail Optio - 15.90%
- Hospital O - 12.15%
- Physician - 4.98%
- Prescripti - 3.01%
- Jail Physi - 1.94%
- Jail Lab - 0.29%
- Physician - 0.21%
- Lab/X-Ray - 0.15%



Entry Statistics for Entry Dates 07/01/2017 through 09/30/2017

Clients Entered	26
Rapid Reg. Entered	52
Vendors Entered	7
Worksheets Entered	16
Invoices Entered	219

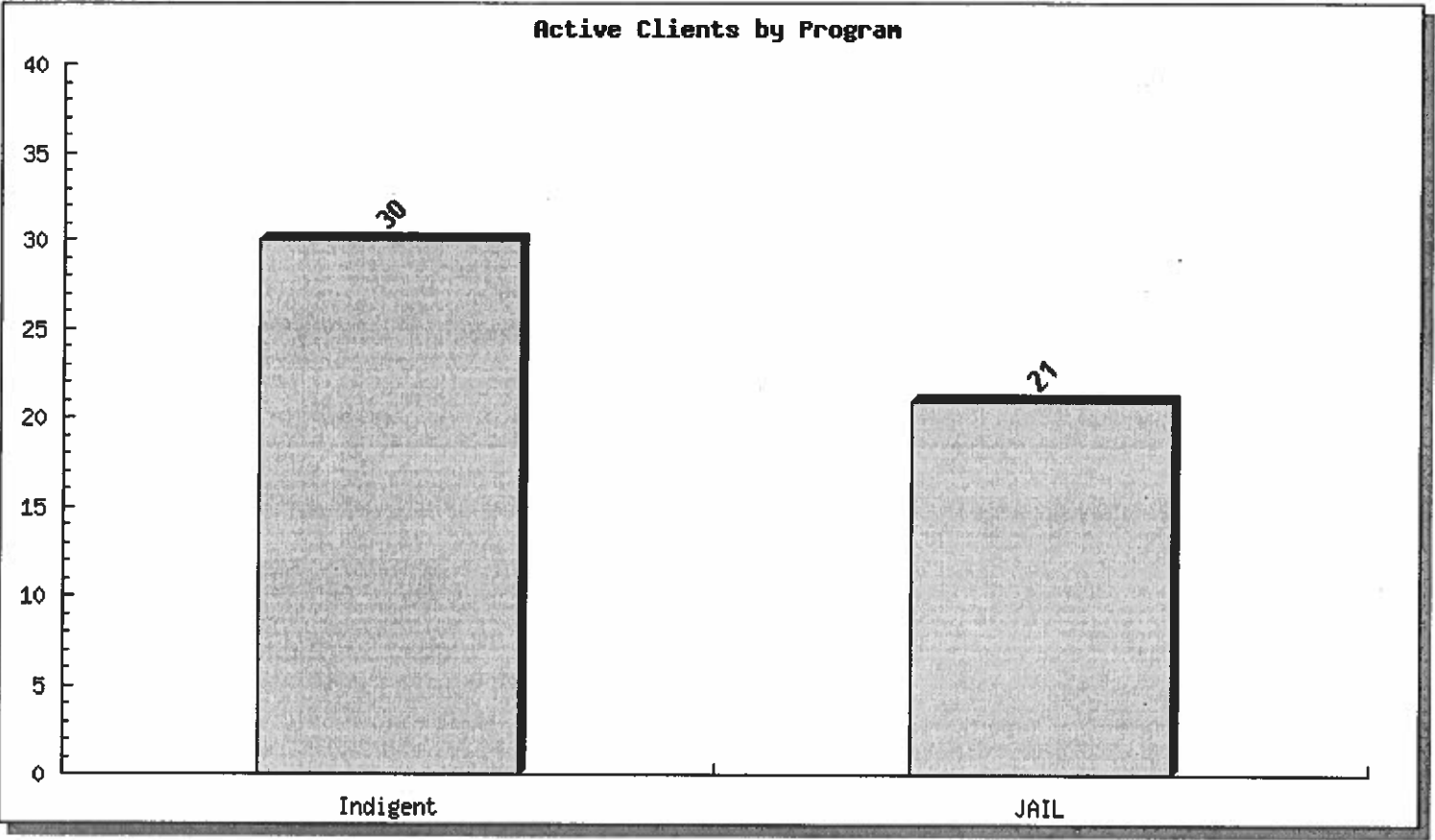
Void Statistics for Void Dates 07/01/2017 through 09/30/2017

Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	1

Active Clients by Program for Eligibility Dates 07/01/2017 through 09/30/2017

Indigent	30
JAIL	21

Total Clients By Program	51
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Appointments Scheduled by Type for Appointment Dates 07/01/2017 through 09/30/2017

HOSPITAL DISTRICT	0
New App-102	13
Renewal-102	11

Total Appointments Scheduled	24
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MHS
Issued 10/04/18

Source Totals Report
Kaufman County Inc
Batch Dates 07/01/2018 through 09/30/2018
For Source Group INDIGENT HEALTH
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
01	Physician Services	108,511.33	21,568.86
01-2	Physician Services-Anesthesia	11,700.00	2,726.56
02	Prescription Drugs	4,079.80	4,079.80
03	Hospital In-Patient	14,975.01	4,941.75
04	Hospital Out-Patient	244,586.95	37,566.98
05	Lab/X-Ray	4,456.83	1,201.20
	Expenditures	388,460.88	72,236.11
	Reimb/Adjustments	-150.96	-150.96
	Grand Total	388,309.92	72,085.15

MHS
ssued 10/04/18

Source Totals Report
Kaufman County Inc
Batch Dates 07/01/2017 through 09/30/2017
For Source Group INDIGENT HEALTH
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
01	Physician Services	27,394.75	4,753.51
01-2	Physician Services-Anesthesia	1,200.00	203.38
02	Prescription Drugs	3,415.43	2,876.78
03	Hospital In-Patient	126,547.85	38,556.79
04	Hospital Out-Patient	75,444.24	11,610.22
05	Lab/X-Ray	312.15	142.61
	Expenditures	234,417.61	58,246.48
	Reimb/Adjustments	-103.19	-103.19
	Grand Total	234,314.42	58,143.29

Source Totals Report

Kaufman County Ihc

Batch Dates 07/01/2018 through 09/30/2018

For Source Group JAIL

For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
12	Jail Physician Services	32,325.27	4,332.20
14	Jail Hospital Inpatient	29,532.82	15,357.07
15	Jail Hospital Outpatient	98,865.22	49,582.65
16	Jail Lab	762.05	762.05
17	Jail Optional	3,410.00	3,410.00
		<hr/>	<hr/>
	Expenditures	164,895.36	73,443.97
	Reimb/Adjustments	<hr/>	<hr/>
	Grand Total	164,895.36	73,443.97

Source Totals Report

Kaufman County Ihc

Batch Dates 07/01/2017 through 09/30/2017

For Source Group JAIL

For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
12	Jail Physician Services	13,438.60	1,856.66
15	Jail Hospital Outpatient	47,626.30	20,077.28
16	Jail Lab	277.65	277.65
17	Jail Optional	15,190.00	15,190.00
		<hr/>	<hr/>
	Expenditures	76,532.55	37,401.59
	Reimb/Adjustments		
		<hr/>	<hr/>
	Grand Total	76,532.55	37,401.59

KAUFMAN COUNTY 2017-2018

SEPTEMBER 2018

	CURRENT ROLL		DELINQUENT ROLL	
	2017 ONLY		2016 AND OLDER	
GENERAL FUND	M&O	I&S	%	%
Adjusted Tax Levy Roll	\$34,371,338.27	\$4,493,252.00	100.00%	100.00%
Amount to be collected	\$477,682.40	\$62,199.62	1.39%	60.65%
Amount collected this month	\$55,613.79	\$7,299.24		
Taxes collected year to date	\$33,893,655.87	\$4,431,052.38	98.61%	39.35%
Penalty & Interest collected	\$167,313.33	\$21,871.83		
SIT Overage	\$8,244.29	\$0.00		
TOTAL COLLECTIONS YEAR TO DATE	\$34,069,213.49	\$4,452,924.21		
TOTAL M&O AND I&S COLLECTIONS YTD	\$38,522,137.70			
Rollback Taxes collected this month	\$97,398.21			
Rollback Taxes collected year to date	\$448,967.32			
Attorney Fees collected	\$51,734.46			\$115,872.40

KAUFMAN COUNTY ROAD & BRIDGE 2017-2018

SEPTEMBER 2018

	CURRENT ROLL		DELINQUENT ROLL	
	2017 ONLY		2016 AND OLDER	
	AMOUNT	%	AMOUNT	%
Adjusted Tax Levy Roll	\$7,757,141.93	100.00%	\$340,780.35	100.00%
Amount to be collected	\$106,690.51	1.38%	\$200,254.42	58.76%
Amount collected this month	\$12,486.67		\$17,613.66	
Taxes collected year to date	\$7,650,451.42	98.62%	\$140,525.93	41.24%
Penalty & Interest collected	\$37,763.25		\$28,451.02	
SIT Overage	\$1,687.02		\$0.00	
TOTAL COLLECTIONS YEAR TO DATE	\$7,689,901.69		\$168,976.95	
Rollback Taxes collected this month	\$16,712.25			
Rollback Taxes collected year to date	\$72,915.82			
Attorney Fees collected	\$10,416.83		\$19,309.40	

**MONTHLY REPORT
COUNTY TREASURER
SEPTEMBER 1 THRU SEPTEMBER 30, 2018**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BEGINNING BALANCE</u>	<u>RECEIPTS</u>	<u>TRANSFER/ WITHDRAWAL</u>	<u>DISBURSEMENTS</u>	<u>ENDING BALANCE</u>
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10	General Fund - Cash	\$ 2,140,500.88	\$ 942,871.01	\$ 3,000,000.00	\$ (3,729,231.55)	\$ 2,354,140.34
10	Tex-Pool Prime-Cash	\$ 7,149,334.80	\$ 8,067.59	\$ (3,000,000.00)	\$	\$ 4,157,402.39

MONTHLY CASH SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>CASH</u>	<u>INVESTMENTS</u>	<u>TOTAL</u>
10	General Fund - Cash	\$ 2,354,140.34	\$	\$ 2,354,140.34
10	Tex-Pool-ANB	\$ 4,157,402.39	\$	\$ 4,157,402.39
	TOTAL GENERAL	\$ 6,511,542.73	\$ -	\$ 6,511,542.73

This report was presented to Commissioners Court of
Kaufman County, Texas on the 24th day of October 2018.

Bruce Wood, County Judge

Michael David Hunt, Commissioner, Precinct #1

Skeet Phillips, Commissioner, Precinct #2

Terry Barber, Commissioner, Precinct #3

Jakie Allen, Commissioner, Precinct #4

Submitted under the provision of the Local Government
Code, Section 114.026

Ronnie Oldfield
Ronnie Oldfield, Kaufman County Treasurer

INTEREST BANK ACCOUNTS

<u>FUND</u>	<u>DESCRIPTION</u>	<u>INTEREST EARNED</u>	<u>TEXPOOL INTEREST</u>
10	General Fund - Cash	\$ 4,080.16	General #001 \$ 8,067.59
128	Road Bond Fund	\$ 346.50	Constr. Proj. #005 \$ 0.30
	All Other Funds	\$ 502.36	Road Bond #006 \$ 35,991.20
			Road Bond I&S #007 \$ 0.30

TOTAL INTEREST \$ 4,929.02 TOTAL INTEREST \$ 44,059.39

Certified by: *James MacLaird*

KAUFMAN COUNTY INVESTMENT PORTFOLIO

QUARTER ENDING 9/30/2018

		DESCRIPTION	ORIGINAL DEPOSIT/PURCHASE	MARKET VALUE	CUMULATIVE INCOME	QUARTERLY INCOME	SHARE PRICE	YIELD RATE	WEIGHTED AVERAGE MATURITY
10-General		Amer Natl Bank						0.4300%	
17-General MMF		Amer Natl Bank							
10-General	PRIME #001	TEXPOOL	A \$ 16,012,333.40	\$ 4,157,402.39	\$ 145,068.99	\$ 38,814.44	\$ 1.00	2.1953%	55
62-Jail I & S	PRIME #003	TEXPOOL		\$		\$	\$ 1.00	N/A	
44-Construction	PRIME #005	TEXPOOL		\$ 167.88	\$4.57	\$0.92	\$ 1.00	N/A	
128-2014 Road Bond	PRIME #006	TEXPOOL	B \$ 26,000,000.00	\$ 19,863,060.77	\$ 663,060.77	\$ 110,431.00	\$ 1.00	2.1953%	55
64-Road Bond I&S	PRIME #007	TEXPOOL		\$ 154.53	\$4.31	\$0.92	\$ 1.00	N/A	
			\$ 42,012,333.40	\$ 24,020,785.57	\$ 808,138.64	\$ 149,247.28			

QUARTER TO DATE INTEREST EARNED- Tex-Pool	\$ 149,247.28
QUARTER TO DATE INTEREST EARNED- GENERAL FUND	\$ 14,915.06
QUARTER TO DATE INTEREST EARNED- ALL OTHER FUNDS	\$ 3,723.29
TOTAL TO DATE QUARTERLY INTEREST EARNED	\$ 167,885.63

Submitted October 24, 2018 in compliance with Government Code 2256-023 and the Kaufman County Investment policy.

Ronnie Oldfield
Ronnie Oldfield, County Treasurer

ACCOUNT#

INTEREST INCOME 3/9/17-12/31/2017
TRANSFERRED TO ANB GENERAL FUND 12/31/17
INTEREST INCOME CARRIED FORWARD

\$86,588.21
\$54,254.81
\$12,333.40

INTEREST INCOME CARRIED FORWARD 1/1/18	\$ 12,333.40
DEPOSIT	
CUMULATIVE WITHDRAWALS	
A #001	\$ 27,000,000.00
#001	\$ (11,000,000.00)
#001	\$ (3,000,000.00)
#001	\$ (3,000,000.00)
#001	\$ (3,000,000.00)
#001	\$ (3,000,000.00)
	\$ 4,000,000.00
B #006	\$ (1,000,000.00)
#006	\$ (1,000,000.00)
#006	\$ (600,000.00)
#006	\$ (1,000,000.00)
#006	\$ (2,000,000.00)
#006	\$ (1,000,000.00)
#006	\$ (6,800,000.00)

2/15/2018
2/20/2018
5/22/2018
6/13/2018
7/26/2018
9/4/2018
11/16/2017
2/1/2018
2/26/2018
2/27/2018
5/11/2018
7/26/2018

KCCWB Board Members

(PROPOSED)

RE-APPOINTMENTS:

TINA BEARD

350 Windsor Avenue, Apt. #5
Terrell, Texas 75160

SUSIE O'STEEN, Chairman

1149 CR 282
Kaufman, Texas 75142

CINDY SHEFKA

1705 Melody Circle
Kaufman, Texas 75142

LANDA TAYLOR

P. O. Box 525
Scurry, Texas 75158

LISA GRAY SMITH

1226 Country Oaks Dr.
Kaufman, Texas 75142

DAVID MORGAN

420 Redbud Dr.
Forney, Texas 75126

(PROPOSED)

NEW APPOINTMENTS:

PATRICIA ANN EVANS

7653 S. FM 148
Kaufman, Texas 75142

TAMMY LYNN PARGOUD

825 Northridge Dr.
Terrell, Texas 75160

RICHARD MURPHY

5000 Old Railroad Trail
Kaufman, Texas 75142

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS)), and the Commissioners' Court of Kaufman County (County) agree to enter this Agreement to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered, and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services.

The County and DFPS are referred to collectively herein as the "Parties."

II. AGREEMENT TERM.

This Agreement starts on October 1, 2018, and ends on September 30, 2025 unless renewed or terminated as provided for in this Agreement. The Parties agree to review this Agreement when one of the Parties identifies a possible modification to the Agreement and provide written notice to the other Party of the possible modification in order for the Parties to address.

III. COUNTY RESPONSIBILITIES.

The County agrees:

- A. To establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005.
- B. That the Board will have at least seven, but not more than 15 members appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis.
 - 1. Initially members will be appointed to serve the following terms:
 - a. Third of the members to three-year terms;
 - b. Third of the members to two-year terms; and
 - c. Third of the members to one-year terms.
 - 2. In successive years, from two to five new members will be appointed.
 - 3. Members will serve at the pleasure of the Commissioners Court and without compensation.
- C. To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the DFPS, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- D. To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

IV. BOARD RESPONSIBILITIES.

DFPS and the County agree that the Board will have the following responsibilities.

- A. Assist the DFPS in identifying and meeting the needs of the children in the County.
- B. Explain the child welfare program and needs to the County and explain to DFPS staff the County's conditions and attitudes on policy, services, and priorities.

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- C. Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this Agreement.

V. DFPS RESPONSIBILITIES.

DFPS agrees:

- A. To seek Title XIX Medicaid coverage within the amount at, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- B. To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the DFPS conservatorship.

VI. GENERAL TERMS AND CONDITIONS.

DFPS, County and the Board agree to comply with the following.

A. Amendments.

Any change to this Agreement must be in writing and signed by authorized representatives of both Parties.

B. Termination.

Either party may terminate this Agreement by providing 30 days' written notice of termination. Any written notice of termination must provide the date of termination, and the Party that receives the termination notice will confirm receipt of the notice by notifying the sending Party.

C. Background Checks and Removal.

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the County will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the County must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the County becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the County will notify DFPS within ten business

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days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

D. Confidential Information.

1. County agrees to only use DFPS confidential information for the purpose of this Agreement and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2; 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
 - k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
 - l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;
 - m. Texas Public Information Act, Texas Government Code Chapter 552;
 - n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
3. County will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.

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4. County will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Agreement by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
 - a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
 - b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
 - c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

E. Records Retention.

1. County will maintain legible copies of this Agreement and all related documentation for a minimum of seven years after the termination of this Agreement or seven years after the completion of any litigation or dispute involving the Agreement, whichever is longer.
2. **COUNTY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS AGREEMENT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVE WRITTEN APPROVAL FROM THE DFPS AGREEMENT MANAGER.**

F. Anti-Discrimination.

1. County agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
 - d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
 - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
 - f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
 - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
2. County agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

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participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.

3. County agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a County from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Counties to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. County agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. County agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
5. County agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. County must provide written notice to beneficiaries of these rights.
6. Upon request, County will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the County's civil rights policies and procedures.
7. County must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

**COUNTY CHILD WELFARE SERVICES
NON-FINANCIAL AGREEMENT**

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party

**Texas Department of Family
and Protective Services**

KAUFMAN COUNTY

Signature

Signature

Printed Name: Kristene Blackstone
Printed Title: Associate Commissioner CPS

Printed Name: Bruce Wood
Printed Title: County Judge

Date

Date

2019 Kaufman County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Kaufman County Commissioners Court has agreed that in the event of loss or misuse of the funds, Kaufman County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2018.

Bruce Wood
County Judge

Attest:

County Clerk

RESOLUTION

A RESOLUTION OF KAUFMAN COUNTY, TEXAS, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE PROVIDER CONTRACT FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) 2019-2020 FUND YEAR PROJECT.

WHEREAS, the 2019-2020 Texas Community Development Block Grant contract requires implementation by professionals experienced in federally funded community development projects;

WHEREAS, in order to identify a qualified and responsive provider for these services a Request for Qualifications (RFQ) for engineering services has been completed in accordance with TxCDBG requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive provider for professional services giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That DBI Engineers be selected to provide Texas CDBG application and project-related **professional engineering services** for the 2019-2020 Texas Community Development Block Grant project.
- Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of 2019-2020 Texas Community Development Block Grant funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON OCTOBER 24, 2018.

APPROVED:

Bruce Wood, County Judge

ATTEST:

Laura Hughes, County Clerk

**KAUFMAN COUNTY
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Kaufman County, 100 W. Mulberry, Fairfield, TX 75142, 972-9322-0740 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the County Judge, at Kaufman County, 100 W. Mulberry, Fairfield, TX 75142 or may call 972-9322-0740.
2. A copy of the complaint or grievance shall be transmitted by the County Judge to the entity that is the subject of the complaint or grievance and to the County Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The County Judge shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the County shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such

records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the TxCDBG program:

1. The County shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the County shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The County shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Bruce Wood, County Judge

October 24, 2018

Date

MUESTRAS

EL CONDADO DE KAUFMAN PLAN DE PARTICIPACIÓN CIUDADANA PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Ejemplos de tales documentos vitales incluyen la aplicación, los procedimientos de quejas, procedimientos de queja, las respuestas a las quejas, avisos, avisos de derechos y las medidas disciplinarias, y los documentos adicionales que contienen información que es fundamental para la obtención de los servicios y/o beneficios federales, o es requerido por ley. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en el Condado de Kaufman County, 100 W. Mulberry, Fairfield, TX 75142, 972-9322-0740 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a el Juez de el Candado, a Kaufman County, 100 W. Mulberry, Fairfield, TX 75142 o puede llamar a 972-9322-0740.
2. Una copia de la queja o reclamación se transmitirá por el Juez de el Candado a la entidad que es encargada de la queja o reclamación y al Abogado de el condado dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Jeuz de el Condado deberá complir una investigación de la queja o reclamación, si es posible, y dara una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia sera notificada, por escrito,

dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.

5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, el Condado proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. El Condado, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por el Condado, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y el Condado debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.

5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

El Condado deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, el Condado deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. El Condado conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

El Condado debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que el Condado recibe fondos del programa TxCDBG:

1. El Condado celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, el Condado celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma

apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.

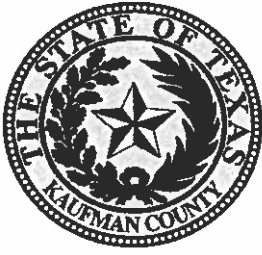
4. El Condado conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

Bruce Wood, Juez de El Condado de Kaufman

24 de Octubre 2018

Fecha



KAUFMAN COUNTY PROCUREMENT CARD POLICY / PROCEDURES MANUAL

AS AMENDED & ADOPTED
COMMISSIONERS' COURT MEETING: OCTOBER 10, 2018

PURPOSE

To establish a methodology for use and to define the limits of use of County issued credit cards provided to certain personnel in order to make purchases of goods and/or services in work stoppage situations.

ATTACHMENTS

1. "Procurement Card Account Application Form"
2. "Employee Agreement"
3. "Purchasing Log"

GENERAL

A. ABBREVIATIONS

PCS: Procurement Card System

B. DEFINITIONS

Vendor: A company from which a cardholder is purchasing materials and/or equipment or services under the provisions of this procedure.

Cardholder: Personnel who have been issued procurement cards and who are authorized to make purchases in accordance with these procedures

Direct Supervisor: This individual shall review and approve a cardholder's monthly statement of account.

Coordinator: The County Purchasing Agent is responsible for all program details, including all cardholder inquiries.

Statement of Account: This is the monthly listing of all transactions by the cardholder, issued by the bank directly to the cardholder and the coordinator.

Single Purchase Limit: A dollar amount limitation of Purchasing authority delegated to a cardholder. This dollar limit has been established by the coordinator and approved by Commissioners Court.

Requisitioner: An employee who has a need for materials or services in a work stoppage situation that can be fulfilled only by a vendor. Under this Procurement Card System Procedure, a requisitioner may be a cardholder.

PROCEDURE

A. INTRODUCTION

This program is being established in order to provide immediate access to goods and/or services in a work stoppage situation. Using the Procurement Card System can dramatically shorten the processing time necessary in the traditional requisition process for any work stoppage situation. The traditional process for requisition approval, checking prices, order placement, delivery of goods, and invoicing will now be alleviated. Those requisitioners who have been issued procurement cards may now initiate a transaction in person within the limits of this policy/procedure and receive goods. Payments to vendors will be made by Accounts Payable once a month at the end of the billing cycle.

B. RECEIVING A PROCUREMENT CARD

Only Department Heads/Elected Officials may propose personnel to be cardholders by sending a signed memo to the County Procurement Card Coordinator.

Since Commissioners Court shall designate the number of cards per department, this request will be either approved or denied after being placed on the Court agenda. Commissioners Court may also authorize additions or deletions of personnel who have use of these cards.

In the event of any emergency, the coordinator may request an increase or deletions of personnel having the use of these cards. Either the Coordinator or the Auditor may retrieve and destroy cards as required to protect the County's interests.

The proposed cardholder and the requesting Department Head/Elected Official shall be issued a copy of this procedure and will be required to sign a Cardholder Enrollment Form and an Employee Agreement. This agreement indicates that the cardholder and the Department Head/Elected Official understand the procedures and the responsibilities of a Procurement Card System cardholder. The enrollment form indicates all information needed to set the cardholder properly in the Procurement Card System.

The Coordinator shall maintain all records of procurement card requests, dollar limitations, cardholder transfers, and any lost/stolen/destroyed card information.

C. AUTHORIZED CREDIT CARD USE

1. The unique procurement card that the cardholder receives has his/her name embossed on it and shall be used ONLY by the cardholder. NO OTHER PERSON IS AUTHORIZED to use the card. The cardholder may make transactions on behalf of others in their department for any work stoppage situation. However, the cardholder is responsible for all use of his/her card. In certain situations, a credit card may be issued in the department name with recommendation from the Coordinator and approval of Commissioners Court.

2. The Coordinator will report cards lost, stolen, or used without the permission of the County.
3. All purchases are contemplated to occur within the State of Texas and not in any foreign country. Out of state purchases shall require prior approval from Coordinator.
4. Use of the procurement card shall be limited to the following conditions:
 - a) The total value of a transaction shall not exceed the County single purchase of \$500.00 or monthly per-card limit of \$2,500.00. If extenuating circumstances were to occur, the Coordinator should be consulted immediately for guidance. The Coordinator shall have authority to increase transaction limits for departments with high volume usage.
 - b) All items purchased shall be available immediately at time of procurement card use, with no backordering allowable.
 - c) Payment for a purchase will not be split into multiple transactions to stay within the single purchase limit! Spending limit of \$2,500.00 per card per month must be adhered to.
 - d) Procurement card purchases for meals, travel, or hotel expenses generally will not be allowed for expenditures governed by the existing travel policy or per diem rates unless preapproved by the Procurement Card Coordinator or the Auditor. Any other situations for transactions like this will be handled on an individual basis and must be approved by the Procurement Card Coordinator or the Auditor.
 - e) Cardholder shall inform the vendor that goods/services are on a tax-exempt status.

D. UNAUTHORIZED PROCUREMENT CARD USE

1. The procurement card SHALL NOT BE USED for the following:
 - a) Personal purchases.
 - b) A purchase that exceeds the single or monthly purchase limit set by Coordinator and approved by Commissioners Court.
 - c) Entertainment expense.
 - d) Cash advances.
 - e) Telephone calls/monthly service.
 - f) Items for which a contract exists. (example: office supplies)

Department Heads/Elected Officials may enact a more restrictive policy regarding usage of cards in their respective department.

2. A cardholder who makes unauthorized purchases, carelessly uses the procurement card, or fails to turn in the appropriate documentation may be liable for the total dollar amount of such unauthorized purchases, plus any administrative fee charged by the bank in connection with the misuse. The cardholder will also be subject to disciplinary action and potential termination from his/her job. This is further described in Section 4.6.

E. MAKING A PURCHASE

Procurement procedures permit a purchase of goods or services in a work stoppage situation if their value is \$500.00 or less, to be made from a "Vendor of Choice." This implies the possibility of not comparing sources or competition between vendors. However, it is also policy to seek competition when possible, utilize existing contracts, and seek the lowest prices within the parameters of quality and delivery. Accordingly, whenever making a procurement card purchase, the cardholder will check sources of supply as reasonable to the situation to assure the best price and delivery. Where possible, the Purchasing Department will establish annual price agreements and identify the preferred suppliers.

Cardholders will utilize the following "checklist" when making a purchase:

- a) Check the Preferred Suppliers list provided by Purchasing when possible, to see if vendors and prices have already been established for the required goods. If not, solicit a reasonable number of sources as reasonable to the situation. If vendors furnish standing price quotations or catalog prices on a recurring basis, check that the price listed is current.
- b) Once a vendor is designated and that vendor confirms that the good or service is available, meets the specification and delivery requirements, etc., take the following steps:
 1. Confirm that the vendor agrees to accept MASTERCARD.
 2. Direct the vendor to include the following information on the shipping label and packing list:
 - Cardholder's name and telephone number
 - Complete delivery address
 - The words "Credit Card Purchase"
 - The vendor's order number
 3. It is extremely important that all purchases be sent to the cardholder ordering the merchandise, as this will ensure that the documents necessary for the record keeping are readily available to the cardholder.

F. CARDHOLDER RECORD KEEPING

Whenever a procurement card purchase is made over the counter, documentation shall be retained as proof of the purchase. ~~Such documentation will be used to verify the~~

~~purchases listed on the cardholder's monthly statement of account and must contain specific information of each item purchased.~~

When the purchase is made over the counter, the cardholder shall retain the invoice and original "customer copy" of the charge receipt. Prior to signing this slip, the cardholder is responsible for making sure that the vendor lists the quantity and fully describes the item(s) on the charge slip. The transaction's details should also be added to the cardholder's "Purchasing Log" (Attachment 3).

The original sales documents (packing slip, invoice, register tape, and credit card slips, etc.) MUST be neatly attached to a Purchasing Log for each transaction. Purchasing Logs shall be reviewed by the cardholder and approved with signature by the department supervisor.

The approving supervisor shall check the cardholder's Purchasing Log ~~monthly statement and purchasing log~~ and confirm with the cardholder the following items as a minimum:

- * Receipts exist for each purchase.
- * The goods were received or the services were performed.
- * The cardholder has complied with applicable procedures, including this Procurement Card System procedure.

The approving supervisor's signature/approval of a cardholder's Purchasing Log ~~monthly statement~~ indicates that the cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

Purchasing Logs are due to the Procurement Card Coordinator within 2-days of the procurement card purchase. IF THIS ROUTINE IS NOT ADHERED TO, THE CREDIT CARD WILL BE REVOKED. The careful matching of complete support documents to the log and then to the statement is vital to the successful use of this program. Such documentation will be used by the Purchasing Department to verify the purchases listed on the cardholder's monthly statement of account.

G. REVIEW OF MONTHLY STATEMENT

At the end of each billing cycle, the Purchasing Department ~~cardholder~~ shall receive from the bank a monthly statement of account that will list the cardholders' transaction(s) for that period.

The Purchasing Department ~~cardholder~~ shall check each transaction listed against the purchasing logs ~~and receipts~~ received and any shipping documents to verify the monthly statement. The Purchasing Department will contact cardholders in regards to missing documentation and receipts upon review of the monthly statement. More than two (2) reminders to a cardholder that a Purchasing Log ~~an approved monthly statement~~ is delinquent will be grounds for withdrawing the credit card from that user.

The Purchasing Department will carefully match all support documents submitted by the department to ensure account reconciliation each month.

The Purchasing Department will supply a copy of the monthly statement of account to each cardholder upon final account reconciliation and authorization for payment.

~~The original sales documents (packing slip, invoice, cash register tape, and credit card slips, etc.) for all items listed on the monthly statement MUST be neatly attached, in purchasing log sequence, to the statement. This data attachment is critical to enable audit substantiation. IF THIS ROUTINE IS NOT ADHERED TO, THE CREDIT CARD WILL BE REVOKED. The careful matching of complete support documents to the log and then to the statement is vital to the successful use of this program. After this review, the cardholder shall sign the statement, and present the monthly statement to his/her approving supervisor for approval and signature. The cardholder shall verify that the reviewed and approved statement is forwarded to the Procurement Card Coordinator, for incorporation with other cardholders' statements to be reconciled with a monthly summary provided by the bank.~~

~~The approving supervisor shall check the cardholder's monthly statement and purchasing log and confirm with the cardholder the following items as a minimum:~~

- ~~* Receipts exist for each purchase.~~
- ~~* The goods were received or the services were performed.~~
- ~~* The cardholder has complied with applicable procedures, including this Procurement Card System procedure.~~

~~The approving supervisor's signature/approval of a cardholder's monthly statement indicates that the cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.~~

~~The cardholder shall review the monthly statements and secure his/her approving supervisor's approval within two (2) working days of receipt. Approved monthly statements and appropriate logs and documents shall be forwarded immediately to the Procurement Card Coordinator.~~

Purchasing Card Returns — If an item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc., the cardholder should make contact with the vendor to explain the problem and inquire about return policies.

If the cardholder is disputing a charge, he/she shall make the notification in writing and include it with the statement package to the Coordinator.

- a) If an item has been returned and a credit voucher received, the Purchasing Department ~~cardholder~~ shall verify that this credit is reflected on the monthly statement.
- b) If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be RETAINED by the Purchasing Department ~~cardholder~~ until the next monthly statement. If the purchase or credit does not appear on the statement within 60 days after the date of purchase, the Purchasing Department ~~cardholder or approving supervisor~~ shall notify the cardholder ~~Coordinator~~ in regards to status of order and / or items received.

If items purchased by the use of the credit card are found to be unacceptable, the cardholder is responsible for obtaining replacement or correction of the item as soon as possible. The cardholder must immediately notify the Purchasing Department of replacement items or changes to the Purchasing Log. If the vendor has not replaced or corrected the item by the date the Purchasing Department ~~cardholder~~ receives his/her monthly statement, then the purchase of that item will be considered in dispute.

~~H. MONTHLY SUMMARIES~~

~~Monthly Account Summaries, listing all transactions, shall be issued by the bank to the appropriate Coordinator and approving Department Head/Elected Official. These listings will allow the approving supervisors to track their cardholder's activities and act as a checklist for the Coordinator to anticipate which approved monthly statements are due from which cardholders.~~

~~More than two (2) reminders to a cardholder that an approved monthly statement is delinquent will be grounds for withdrawing the credit card from that user.~~

HI. CARD SECURITY

It is the cardholder's responsibility to safeguard the credit card and account number to the same degree that a cardholder safeguards his/her personal credit information.

The cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that cardholder having his/her card withdrawn and disciplinary action.

If the card is lost or stolen, the cardholder shall immediately notify the bank at 1-800-248-4553. Representatives are available 24 hours a day. Cardholder must advise the representative that the call is regarding a MasterCard Purchasing Card.

The Coordinator must also be notified immediately.

A new card shall be promptly issued to the cardholder after the reported loss or theft. A card that is subsequently found by the cardholder after being reported lost shall be destroyed.

IJ. CARDHOLDER SEPARATION

Prior to separation from the County, or transfer within another department, the cardholder shall surrender the credit card and current procurement card purchasing log to his/her Department Head. Upon its receipt, the Department Head will review, approve, and forward to the Procurement Coordinator all Purchasing Logs ~~the month-end credit card statement~~ and destroy the card.

EMPLOYEE AGREEMENT

I, _____, hereby request a Procurement Card, hereafter the Card. As a holder I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Citibank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Kaufman County Procurement Card Policy/Procedures Manual, hereafter the Manual.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Citibank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Employee Signature

Department

Date

Elected/Appointed Official or Department Head

Date

Purchasing Log

for Purchasing Card Transactions

Cardholder Name:

Department:

Purchasing Card Account Number:

Vendor:

[illegible]

Attach additional sheet(s) if required

I certify the above listed items were purchased to relieve a work stoppage and the items were received and utilized by the County.

Prepared by:

Date _____

Approved by:



**KAUFMAN COUNTY PURCHASING DEPARTMENT
2018-19
PROPOSED BID SOLICITATION SCHEDULE**

October 2018

- 1) 19-07: Annual Contract for Office Supplies
- 2) 19-02: Ford Police Interceptors

November 2018

- 1) 19-01: Annual Contract for Various Road Materials
- 2) 19-09: Annual Contract for Auctioneer's Services

December 2018

January 2019

- 1) 19-05: Trucking / Hauling Road Materials for Various Precincts

February 2019

March 2019

- 1) 19-04: Annual Contract for Electrical Services

April 2019

- 1) 19-03: Food Services for Kaufman County Detention Center

May 2019

- 1) 19-03: Annual Contract for Kaufman County Jail Inmate Health Services

June 2019

July 2019

August 2019

September 2019

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Kaufman County (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

Sourcewell

By _____
Its County Judge
TITLE

10/24/2018
DATE

TITLE

DATE

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* Kaufman County

Address* 100 N. Washington

City Kaufman

State/Province Code TX ZIP code* 75142

Country USA

Employer Identification Number

Website www.kaufmancounty.net

Contact person* (First, Last) Raylan Smith

Job Title* Purchasing Agent

Job Role* Administrator

E-mail* raylan.smith@kaufmancounty.net

Phone* 469-376-4523

Organization Type:

Government

- ☐ Federal
- ☐ State
- ☒ County
- ☐ Municipality
- ☐ Tribal
- ☐ Township
- ☐ Special District

Education

- ☐ Pre-K
- ☐ Public K-12
- ☐ Private K-12
- ☐ Public Higher Ed
- ☐ Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- ☐ Church
☐ Medical Facility
☐ Other

REFERRED BY

- ☐ Advertisement
☐ Colleague/Friend
☒ Vendor Representative
☐ Conference/Trade Show _____
☐ Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

