

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



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KAUFMAN CO. TEXAS

2018 NOV 30 PM 1:34

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, December 5, 2018 at 9:00 a.m., in the Commissioners' Court Meeting Room 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. **Discuss/Consider** accepting Commissioners' Court Regular Meeting Minutes for November 28, 2018.

B. **Discuss/Consider** approving Official Bond of Mark Douglas Sharrock as Deputy Constable for Kaufman County Pct. 2.

3. **Discuss/Consider** approving Texas Conference of Urban Counties TechShare Program FY 2019 Indigent Defense Resource Sharing Addendum.

4. **Discuss/Consider** approving the Kaufman County Historical Commission appointments for 2019-2020 and naming a Chairman.

5. **Discuss/Consider** approving agreement between CGI Communications Inc. (CGI) and Kaufman County for the video tour of Kaufman County.

6. **Discuss/Consider** approving Interlocal Agreement with the City of Post Oak Bend for road maintenance, Kaufman County Pct. 1.

7. **Discuss/Consider** line item transfers.

8. **Discuss/Consider** claims for payment.

9. **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
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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

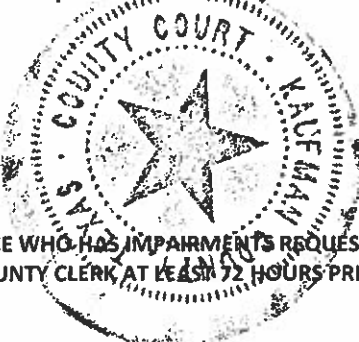
Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in 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 30<sup>th</sup> day of November, 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 30<sup>th</sup> day of November, 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.)

**COMMISSIONERS COURT  
REGULAR MEETING  
NOVEMBER 28, 2018**

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

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

1. **ROUTINE CORRESPONDENCE**

Judge Wood presented an Invitation to the Kaufman County Master Gardeners Awards Dinner on Monday, December 3, 2018 at 6:30 P.M. at the First United Methodist Church located on 414 West Broad Street, Forney, Texas 75126.

Judge provided notification that Kaufman County Historical Commission is still looking for members.

**MOTION TO APPROVE CONSENT AGENDA**

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

A. Accept Commissioners Court Regular Meeting Minutes for November 20, 2018.

B. Accept application from Sandra Renee Miller for the Kaufman County Child Welfare Board.

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

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

**MOTION TO APPROVE EXITING REGULAR MEETING  
AND ENTER INTO PUBLIC HEARING**

4. There came on to be a motion to approve exiting the Regular Meeting and enter into a Public Hearing to receive input from the public regarding not allowing thru trucks and placing "No Thru Truck" signs on County Road 137 (CR 137) in Precinct 1.

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

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

**PUBLIC HEARING**

5. A Public Hearing was held. No-one from the Public spoke on this topic.

**MOTION TO APPROVE EXITING PUBLIC HEARING  
AND ENTER BACK INTO REGULAR MEETING**

6. There came on to be a motion to approve exiting the Public Hearing and enter back into the Regular Meeting.

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

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

**MOTION TO APPROVE ORDER FOR NO THRU TRUCK SIGN**

7. There came on to be a motion to approve Designation and Installation Order of "No Thru Truck" signs to be placed on County Road 137 (CR 137) in Precinct 1.

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

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

**MOTION TO APPROVE REPORT**

3. There came on to a motion to approve the Treasurer's Monthly Report for October 2018.

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

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

**MOTION TO ACCEPT DONATION**

8. There came on to be a motion to accept the donation of 2018 Chevrolet Tahoe (vin # 1GNLCDEC8JR135911) for Kaufman County Constables Office Precinct 2 from the Water Board District 1C, at a value of \$33,114.44.

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

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

**MOTION TO APPROVE REIMBURSEMENT**

9. There came on to be a motion to approve authorizing the County Auditor to reimburse newly Elected County Officials for continuing education expenses incurred between the date of the November 7, 2018 and January 1, 2019, not to exceed a total of \$1,000, pursuant to Local Government Code §152.907.

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

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

**MOTION TO APPROVE RESOLUTION**

10. There came on to be a motion to approve a Resolution in Support of the Nomination of County Judge Elect, Hal Richards, to serve as a Policy Committee Member for the Texas Conference of Urban Counties Policy Committee.

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

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

**MOTION TO APPROVE REIMBURSEMENT**

11. There came on to be a motion to approve a cell phone reimbursement for District Attorney Investigator position in the amount of \$675.

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

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

**MOTION TO ACCEPT REPORT**

Addendum 1. There came on to be a motion to accept the Kaufman County Sheriff's Department Monthly Report for October 2018.

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

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

**MOTION TO APPROVE ORDER AND APPOINTMENT**

12. There came on to be a motion to approve an Order Establishing and Organizing Kaufman County Assistance District No. 1 and appointment of Commissioners Court as Board of Directors for the District. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE PAYROLL AND BENEFITS**

13. There came on to be a motion to approve Payroll and Benefits in the amount of \$1,214,842.73. Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE LINE ITEM TRANSFERS**

14. There came on to be a motion to approve Line Item Transfers. Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE CLAIMS FOR PAYMENT**

15. There came on to be a motion to approve Claims for Payment for \$327,760.82. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE ORDER**

Addendum 2. There came on to be a motion to approve an Order Establishing a 2% Sales and Use Taxes for the Kaufman County Assistance District No. 1. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ADJOURN**

16. There came on to be a motion to adjourn the Regular Meeting. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Barber. Motion was put to a vote. Motion carried and is so ordered.

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

ATTEST:



Laura Hughes, County Clerk

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Kaufman Precinct 2 } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 63866416

That we, Mark Douglas Sharrock, as Principal, and  
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held  
and bound unto Governor, his successors in office,  
in the sum of Two Thousand and 00/100 DOLLARS (\$2,000.00),  
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by  
these presents.

Dated this 7th day of November, 2018.

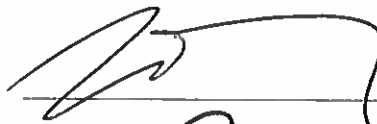
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on  
the 7th day of November, 2018, duly Appointed  
(Elected—Appointed)  
to the office of Deputy Constable in and for Kaufman Precinct 2 County, State of Texas, for  
a term of Indefinite year commencing on the 7th day of November, 2018.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of  
him by law as the aforesaid officer, and shall <sup>4</sup>  
faithfully perform the duties imposed by law

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of  
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate  
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.  
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to  
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall  
terminate as to subsequent acts of the Principal.

  
Principal  
WESTERN SURETY COMPANY  
By Paul T. Brufat  
Paul T. Brufat, Vice President

Texas Conference of Urban Counties  
TechShare Program  
FY 2019 Indigent Defense Resource Sharing Addendum

**1. Agreement Structure**

- 1.1. This TechShare Indigent Defense Resource Sharing Addendum (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement for Participation in the Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties") and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

**2. Definitions**

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. Master ILA: The Master Interlocal Agreement For Participation In The Urban Counties TechShare Program, Version 2.1 20130128.
- 2.2. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.3. Participants: Participants is defined as all Local Governments executing this Addendum.
- 2.4. Parties: Parties is defined as the Participants and Urban Counties.
- 2.5. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for the Indigent Defense Resource Sharing, as provided for in the Master ILA.
- 2.6. TechShare.Indigent Defense: The software system used to manage attorney appointments for indigent criminal defendants.

**3. Term of Addendum**

- 3.1. This Addendum shall be effective from October 1, 2018 through September 30, 2019.

**4. Purposes**

- 4.1. The purposes of this Addendum are:
  - 4.1.1. Operation of TechShare.Indigent Defense for the Participants, including backup and recovery capabilities;
  - 4.1.2. Maintenance of TechShare.Indigent Defense to correct defects, including development of a Software Support Plan;
- 4.2. This Addendum does not include development or implementation of functional extensions of and TechShare.Indigent Defense, nor integration of and TechShare.Indigent Defense with other county systems (such as jail and court systems, financial systems, etc.).

## **5. Work Plan, Budget and Cost Allocation**

- 5.1. The Fiscal Year 2019 Work Plan, Budget, and Cost Allocation is attached as Attachment A.
- 5.2. As additional Participants execute this Addendum, or as desired changes to the budget or cost allocation are identified, the Board of Directors may approve changes to the budget or cost allocation contained in Attachment A. The Stakeholder Committee, with approval of the Oversight Committee, may approve changes to the work plan that do not require changes to the budget or cost allocation, but subject at all times to compliance with terms of the Indigent Defense grant awarded to Tarrant County for costs set forth in the budget. If approved as set forth herein, the revised version of Attachment A shall automatically be substituted for the prior version of Attachment A without the necessity of approval by Participants that are not required to pay more.
- 5.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in Attachment A unless those excess costs are approved by the Participant's governing body.
- 5.4. Payments for costs as set forth in Attachment A are due from each Participant as stated in Attachment A. Costs for any Participant joining this Resource Sharing Addendum during the term of this Addendum are due no later than 30 days after approval of this Addendum by the Participant.

## **6. Resource Sharing Funding Formula**

- 6.1. The funding formula for TechShare.Indigent Defense shall be based on population.
  - 6.1.1. Each Participant's percentage of maintenance costs of TechShare.Indigent Defense shall be equal to the percentage that the Participant's population represents of the total population of all Participants. For this calculation, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent as of March 1 immediately preceding the effective date of this Addendum, will be used.

## **7. Compensation of Urban Counties**

- 7.1. Urban Counties shall be compensated as set forth in Attachment A.

## **8. Participant Access to Information**

- 8.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
  - 8.1.1. the Master ILA and this Addendum;
  - 8.1.2. the Workplan, Budget, and Cost Allocation;
  - 8.1.3. list of Participants;
  - 8.1.4. status reports prepared by Urban Counties; and
  - 8.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee meetings, and meeting minutes.
- 8.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

## **9. Miscellaneous**

- 9.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

- 9.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 9.3. In the event any term or provision of this Addendum conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent and purpose of this Addendum and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
- 9.4. Urban Counties verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Urban Counties further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

## **10. Termination**

- 10.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to the Urban Counties at least thirty (30) days prior to termination.
- 10.2. A Participant that ceases participation in this Addendum will not receive a refund of amounts previously paid.
- 10.3. A Participant that ceases participation in this Addendum will have the rights set forth in Section 16.4 of the Master ILA. This is not to be interpreted as a waiver of any Party's rights under law.

## **11. Attachments Incorporated**

- 11.1. Attachment A: Work Plan, Budget and Cost Allocation, is incorporated in this Addendum as if fully set forth herein.

## **12. Approval Necessary for Addendum to be Effective**

- 12.1. This Addendum shall in effect when approved by at least two Participants.
- 12.2. The budget is contingent upon approval and funding from the following counties: Anderson, Atascosa, Bell, Brown, Coryell, Dallas, Ellis, Henderson, Kaufman, Leon, Medina, Mills, Montgomery, Real, Uvalde, Tarrant, Uvalde, Victoria, Wilson. In the event one or more of those counties fails to approve this Addendum and providing funding, the Participants agree to review the work plan and budget to determine whether the budget can be reduced, or whether the Participants will need to provide additional funding.
- 12.3. No Participant will be required to provide funding above the amounts set forth in Attachment A without further approval of their respective commissioners court.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

**KAUFMAN COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TEXAS CONFERENCE OF URBAN COUNTIES, INC.**

BY: 

Title: General Counsel

Date: 11-13-18

**Name and Address for Purposes of Notice:**

John Dahill  
500 W. 13<sup>th</sup> Street  
Austin, TX 7

FY 2019 WORK PLAN, BUDGET, AND COST ALLOCATION  
TECHSHARE INDIGENT DEFENSE  
RESOURCE SHARING ADDENDUM

**Work Plan**

**Priorities**

The tasks and activities to be completed under this agreement are prioritized as follows:

1. Operation – ensuring the continued availability and reliability of TechShare.Indigent Defense for the Participants based on the System Support Plan related to environment evergreen, defect management and requests received for data within the system.
2. Maintenance – applying maintenance (break/fix) as required by to keep TechShare.Indigent Defense functioning and operational.

TechShare.Indigent Defense will be modified to incorporate legislatively mandated requirements that can be completed within the approved budget. Systems releases, versions or builds to provide for the application of legislatively mandated changes and prioritized feature enhancements to the operating environments for TechShare.Indigent Defense will be deployed and implemented.

**Deliverables**

1. Change Requests

Each Change Request (as entered in the Urban Counties JIRA system) will describe how the specific changes to the software are necessary to meet the operational requirements of the requesting entity. The Stakeholder Committee will periodically review, prioritize, and approve the backlog of Change Requests.

2. Sprint Plans

For each development cycle (Sprint), a Sprint Plan will be documented to communicate which defect corrections and change orders are included in the development cycle.

3. Release Notes

For each deployment to production, Release Notes will be provided describing the changes to the software.

**Schedule**

1. Operation and Maintenance of TechShare.Indigent Defense      Oct 1, 2018 – Sept 30, 2019

## **Operations and Maintenance Budget and Allocation**

The Operations and Maintenance Budget for the twelve-month term of this Addendum is shown in the table below.

<b><u>TechShare Indigent Defense</u></b>		<b>ID M&amp;O 2019</b>
<b>Income</b>		
Anderson County	\$	3,860
Atascosa County	\$	3,263
Bell County	\$	22,761
Brown County	\$	2,555
Coryell County	\$	4,994
Dallas County	\$	172,170
Henderson County	\$	5,342
Kaufman County	\$	7,913
Medina County	\$	3,295
Mills County	\$	328
Montgomery County	\$	37,189
Real County	\$	227
Tarrant County	\$	134,854
Uvalde County	\$	1,824
Victoria County	\$	6,183
Wilson County	\$	3,242
<b>Total Income</b>	<b>\$</b>	<b>410,000</b>
<b>Expense</b>		
General Class		\$28,545
Program Expenses		
IT Systems		\$119,220
Meetings		\$2,400
Other Expenses		\$7,500
Staffing		\$190,646
Travel		\$0
<b>Total Program Expenses</b>		<b>\$319,766</b>
TechShare Indirect		\$36,401
Association Services Fee		\$16,400
<b>Total Expenses</b>		<b>\$401,112</b>
<b>Net Reserve</b>		<b>\$8,888</b>

**Cost Allocation and Payment Plan:**

The budget for the twelve-month term of the Addendum will be funded through a one payment from each Stakeholder, based on the schedule shown below:

<b>Stakeholder Payment Plan - Payments Due by November 30, 2018</b>	
<b>Stakeholder</b>	<b>Allocation</b>
Anderson County	\$ 3,860
Atascosa County	\$ 3,263
Bell County	\$ 22,761
Brown County	\$ 2,555
Coryell County	\$ 4,994
Dallas County	\$ 172,170
Henderson County	\$ 5,342
Kaufman County	\$ 7,913
Medina County	\$ 3,295
Mills County	\$ 328
Montgomery County	\$ 37,189
Real County	\$ 227
Tarrant County	\$ 134,854
Uvalde County	\$ 1,824
Victoria County	\$ 6,183
Wilson County	\$ 3,242
<b>Total</b>	<b>\$ 410,000</b>

<b>Stakeholder Payment Plan - Payments Due by December 31, 2018</b>	
Ellis County	\$ 10,948
Leon County	\$ 1,130



## 2018 County Video Program

Name: Pam Corder

Title: Economic Development Coordinator

Address: 100 W. Mulberry

City, State, Zip: Kaufman, TX 75142

Phone: (972) 932-0740

Email: [pcorder@kaufmancounty.net](mailto:pcorder@kaufmancounty.net)

Website: [www.kaufmancounty.net](http://www.kaufmancounty.net)

This agreement is between CGI Communications, Inc. ("CGI") and Kaufman County, TX (the "County") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Video Program is made available for viewer access on different devices via a link on the [www.kaufmancounty.net](http://www.kaufmancounty.net) homepage, including any alternate versions of that homepage.

**During the term of this Agreement, CGI shall:**

- Produce a total of six video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to County locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of County Video Program content subject to County's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the County Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the [www.kaufmancounty.net](http://www.kaufmancounty.net) website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "County Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to County a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master County Video Program
- Assume all costs for the County Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

**Program add-ons will include:**

- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)

**During the term of this Agreement, the County shall:**

- Provide a letter of introduction for the program on County's letterhead
- Assist with the content and script for the County Video Program
- Grant CGI the right to use County's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the [www.kaufmancounty.net](http://www.kaufmancounty.net) homepage within 10 business days of receipt of HTML source code
- Display the "County Video Program" link prominently on its [www.kaufmancounty.net](http://www.kaufmancounty.net) homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the County Video Program only
- Agree that the County will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. County warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

Kaufman County, TX

CGI Communications, Inc

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: November, 14 2018



130 East Main Street, 5th Floor  
Rochester, NY 14604

Phone: 800.398.3029  
Fax: 585.653.7393



## 2018 County Video Program

Name: Pam Corder

Title: Economic Development Coordinator

Address: 100 W. Mulberry

City, State, Zip: Kaufman, TX 75142

Phone: (972) 932-0740

Email: [pcorder@kaufmancounty.net](mailto:pcorder@kaufmancounty.net)

Website: [www.kaufmancounty.net](http://www.kaufmancounty.net)

This agreement is between CGI Communications, Inc. ("CGI") and Kaufman County, TX (the "County") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Video Program is made available for viewer access on different devices via a link on the [www.kaufmancounty.net](http://www.kaufmancounty.net) homepage, including any alternate versions of that homepage.

**During the term of this Agreement, CGI shall:**

- Produce a total of six video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to County locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of County Video Program content subject to County's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the County Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the [www.kaufmancounty.net](http://www.kaufmancounty.net) website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "County Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to County a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master County Video Program
- Assume all costs for the County Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

**Program add-ons will include:**

- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)

**During the term of this Agreement, the County shall:**

- Provide a letter of Introduction for the program on County's letterhead
- Assist with the content and script for the County Video Program
- Grant CGI the right to use County's name in connection with the preparation, production, and marketing of the Program
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- Display the "County Video Program" link prominently on its [www.kaufmancounty.net](http://www.kaufmancounty.net) homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the County Video Program only
- Agree that the County will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. County warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

Kaufman County, TX

CGI Communications, Inc

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: November, 14 2018



130 East Main Street, 5th Floor  
Rochester, NY 14604

Phone: 800.398.3029  
Fax: 585.653.7393



## 2018 County Video Program

Name: Pam Corder

Title: Economic Development Coordinator

Address: 100 W. Mulberry

City, State, Zip: Kaufman, TX 75142

Phone: (972) 932-0740

Email: [pcorder@kaufmancounty.net](mailto:pcorder@kaufmancounty.net)

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Kaufman County, TX

CGI Communications, Inc

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

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130 East Main Street, 5th Floor  
Rochester, NY 14604

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STATE OF TEXAS §

§

COUNTY OF KAUFMAN §

**INTERLOCAL AGREEMENT BETWEEN  
COUNTY OF KAUFMAN, TEXAS  
AND CITY OF     Post Oak Bend \_\_\_\_\_,  
TEXAS**

This Agreement entered into between the County of Kaufman, a body politic of the State of Texas, hereinafter referred to as (the "County"), and the City of Post Oak Bend, a General Law "A" City of the State of Texas hereinafter referred to as a (the "City").

\\WITNESSETH:

**WHEREAS**, the City currently has a need for road maintenance, enhancements, repairs and other projects located within its boundaries within Kaufman County and the City is not equipped to render such services; and

**WHEREAS**, the City and the County find that the road maintenance enhancements, repairs and other projects will provide a public benefit to the citizens of both the City and the County and that a cooperative effort by the City and the County, pursuant to the Interlocal Cooperation Act, Texas Government Code, Sec. 791.001 ct. Seq. will more efficiently accomplish the purposes set forth herein.

**NOW, THEREFORE**, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

- The County agrees to provide the labor, equipment and materials necessary to complete the road maintenance, enhancements, repairs and other projects that may be requested by the City and accepted by the County.
- The City agrees to provide funding for the road maintenance, enhancements, repairs and other projects as follows: Upon receipt of a written estimate from the County for specific repairs, or other work, the City will remit the agreed amount of funding to the County in the manner described below. The written estimate submitted by the County will become a part of this Agreement upon submission to and acceptance by the City.
- Proceeding in order, no work shall commence on a road or other project until the required funds, as listed above, have been deposited by the City with the Kaufman County Treasurer's Office. Said funds shall be placed into an escrow account pending completion of repairs. Once repairs are completed and accepted by the City on a road or other project, the funds will be released from escrow to the County.
- Repairs and other work are to be made in good and workmanlike manner and in accordance with the conditions in each specific estimate for such types of repairs and other work.

- The term of this Agreement shall be for one year from the effective date hereof and may be renewed annually until a particular project's completion and upon the written consent of the City and the County. However, the City and County agree that each shall exercise a good faith effort to proceed in a timely fashion with its respective responsibilities under this agreement; taking into consideration time of year and prevailing weather conditions.
- To the extent allowed by law, the County agrees and is hereby bound to hold the City whole and harmless from any act or omission of any representative, agent, customer, employee and/or invitee of Kaufman County. To the extent allowed by law, the City agrees and is bound to hold the County whole and harmless from any act or omission of any representative, agent, customer, employee and/or invitee of the City.
- This Agreement represents the entire understanding of both the City and the County and may not be changed, altered or modified without prior written consent of the City and the County.

IN WITNESS WHEREOF, the City and the County hereto have executed this Agreement by their duly authorized agent officers and/or officials on the dates set forth below.

City of Post Oak Bend

By: Raymond Beckwith  
Mayor

Date: Nov. 13, 2018

Attest: Guthrie Beckwith  
City Attorney

By: \_\_\_\_\_  
Honorable Bruce Wood  
Kaufman County Judge

Date:

By: \_\_\_\_\_  
Laura Hughes, County Clerk