

NOTICE OF REGULAR MEETING
KAUFMAN COUNTY COMMISSIONERS' COURT



FILED FOR RECORD
KAUFMAN CO. TEXAS
2019 FEB 22 PM 12:44

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, February 27, 2019 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** approving renewing the membership with North and East Texas County Judges and Commissioners Association and paying annual membership fees for 2019.
 - B. **Discuss/consider** approving renewing the membership with Texas Association of Counties and paying annual membership dues for 2019.
 - C. **Discuss/Consider** approving Blanket Bond for the Treasurer's Office Deputies.
 - D. **Discuss/Consider** approving deputation for Jessica Hunt as a reserve deputy for the Constable Pct. 2.
 - E. **To Approve Resolution** to increase the jurisdiction of Kaufman County Court at Law No. 2 in civil cases to that equal to the jurisdiction of the Kaufman County District Courts.
3. **Raylan Smith; Discuss/Consider** amending the November 21, 2018 purchasing authority for ten (10) Police Interceptors for Kaufman County Sheriff's Department, in the amount of \$392,990.00 utilizing Buyboard Contract #521-16 and #524-17.
4. **Raylan Smith; Discuss/Consider** the purchase of 2011 GRADALL XL3100 III in the amount of \$169,250.00 from Kirby-Smith Machinery, Inc., utilizing BuyBoard Contract #515-16 for Pct. 4.
5. **Discuss/Consider** appointing Commissioners and Chairman to the Kaufman County Historical Commission.
6. **District Attorney; Discuss/Accept** Kaufman County District Attorney's office applying for grant through the office of the Governors for a Family Violence Prosecutor.
7. **District Attorney; Discuss/Accept** Kaufman County District Attorney's office applying for Grand funding through the Criminal Justice Division of the Office of the Governor for a Mental Health Coordinator to be operated for the 2019/2020 year.

8. **Jerry Kitchens; Discuss/Consider** changing Deputy Jeff Hubbard position from Reserve to Full-time with position funds coming 75% from Devonshire patrol contract and 25% from Windmill Farm Contract.
9. **Jerry Kitchens; Discuss/Consider/Approve** entering into Interlocal Agreement for Law Enforcement Patrol Services between Kaufman County and Kaufman County Municipal Utility District No. 2, 3, and 4.
10. **Jerry Kitchens; Discuss/Consider** accepting the 2018 Racial Profiling Report for Constable Pct. 2.
11. **Constable Stephens; Discuss/Consider** accepting the 2018 Racial Profiling Report for Constable Pct. 3.
12. **Constable Jones; Discuss/Consider** accepting the 2018 Racial Profiling Report for Constable Pct. 4.
13. **Sheriff Beavers; Discuss/Consider** accepting the 2018 Racial Profiling Report for Kaufman County Sheriff's Department.
14. **Sheriff Beavers; To Present/Accept** the Kaufman County Sheriff's Department monthly report for January 2019.
15. **Randy Richards; Discuss/Consider** accepting the 2018 Racial Profiling Report for Fire Marshal's Office.
16. **Randy Richards; To Present/Accept** the Fire Marshal's monthly activity report for January 2019.
17. **Chuck Mohnkern; To Present/Accept** the Treasurer's monthly report.
18. **Brenda Samples; Discuss/Consider** entering into an Interlocal Contract between the Department of Information Resources and Kaufman County relating to the use of the DIR Shared Services Master Service Agreements.
19. **Brenda Samples; To Present/Accept** the Tax Assessor-Collector's monthly report.
20. **Discuss/Consider** line item transfers.
21. **Discuss/Consider** claims for payment.
22. **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 22nd day of February 2019.

Hal Richards
Hal Richards, 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 22nd day of Feb., 2019, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Laura Hughes, County Clerk

By: Laura Hughes

Deputy Elwha Smith



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.

North and East Texas County Judges and Commissioners Association



February 07, 2019

Kaufman County
Attn: Hon. Hal Richards
100 W Mulberry St,
Kaufman, TX 75142-2049

It is once again time to renew your membership in the North and East Texas County Judges and Commissioners Association. In cooperation with the County Judges and Commissioners Association of Texas, our regional associations work not only to support good government, but also to address issues more pertinent to particular groups or parts of the state - thus the regional divisions. The support of each of our 74 member counties enables the North and East Texas Association to provide region specific representation in legislative issues and the education, training and networking relative to our area.

The annual membership fee for 1/1/19 thru 12/31/19 is \$175.00. An invoice is attached for your convenience. Please make your checks payable to:

NORTH AND EAST TEXAS COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION

Membership Dues should be mailed to:
NETCJCA
C/O TAC
PO Box 2131
Austin, TX 78768

We'd like to thank you for your continued support of our regional association. We look forward to working with you in the future as we continue our relationship. If you have any questions concerning your membership dues, please feel free to contact this office at 817-202-4101.

Sincerely,

Rick Bailey
President
North and East County Judges and Commissioners Association

PRESIDENT	1 st VICE PRESIDENT	2 nd VICE PRESIDENT	SECRETARY/TREASURER	IMMEDIATE PAST PRESIDENT
Rick Bailey Commissioner Johnson County	Sydney Murphy Judge Polk County	Paul Cothren Commissioner Cass County	Jason Brinkley Judge Cooke County	Byron Ryder Judge Leon County



**North and East Texas County Judges
and Commissioners Association**

c/o TAC
P.O. Box 2131
Austin, Texas 78768

INVOICE

247837

January 01, 2019

Invoice # 58245

To: Hon. Hal Richards
Judge
Kaufman County
100 W Mulberry St,
Kaufman, TX 75142-2049

DESCRIPTION	AMOUNT
North and East Texas CJCA Membership Dues	175.00
Total Due	175.00

This invoice is for your Annual Membership to the North and East Texas County Judges and Commissioners Association effective 1/1/19 thru 12/31/19.

We'd like to thank you for your continued support of our regional association. We look forward to working with you in the future as we continue our relationship. If you have any questions concerning your membership dues, please feel free to contact this office at 817-202-4101.

PLEASE REMIT WITH PAYMENT

Make checks payable to North and East Texas County Judges and Commissioners Association.

247837
Hon. Hal Richards
Kaufman County

Statement Date: 01/01/2019

Invoice # 58245

Amount Due: 175.00

NETCJCA
c/o TAC
P. O. Box 2131
Austin, Texas 78768

**Texas Association of Counties**

Phone: (800) 456-5974

Fax: (512) 477-1324

INVOICE

247837/1290

January 01, 2019

Invoice # 57875

To: Hon. Hal Richards
Judge
Kaufman County
100 W Mulberry St
Kaufman, TX 75142-2049

DESCRIPTION	AMOUNT
Annual County Membership Dues	2,440.00
Total Due	2,440.00

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/19 thru 12/31/19. Your support is greatly appreciated and enables us to represent all Texas Counties.

PLEASE REMIT WITH PAYMENT

Make checks payable to TAC

247837/1290
Hon. Hal Richards
Kaufman County

Statement Date: 01/01/2019

Invoice # 57875

Amount Due: 2,440.00

Texas Association of Counties
Attn: Membership Services
P. O. Box 2711
San Antonio, TX 78299

024400060247837102856829KAUF

NAMED INSURED: Kaufman County Treasurer's Office
POLICY NUMBER: 71166267

CC 374
(10-90)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CR 50 01 10 90
POLICY CHANGE

Policy Change No. _____
Date of Issue: October 1, 2011
Effective Date of Change: 12:01 a.m. January 8, 2019

A. SCHEDULE*

- ☐ 1. The Named Insured is changed to: _____
- ☐ 2. The following Insured(s) is **added** as a Named Insured:

- ☐ 3. The following Insured(s) is **deleted** as a Named Insured:

- ☐ 4. The Mailing Address is changed to: _____
- ☐ 5. The Policy Period is: extended to _____ or reduced to _____
- ☒ 6. The following Coverage Form(s) is:
☐ Added to the Policy
☐ Deleted from the Policy
☒ Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)

Coverage Form	Limit of Insurance	or	Section 1	Section 2
Coverage Form P Blanket	\$ 100,000.00		\$ _____	\$ _____
increased to:	_____		_____	_____

Coverage Form	Deductible Amount	or	Section 1	Section 2
_____	\$ _____		\$ _____	\$ _____
_____	_____		_____	_____

- ☐ 7. The following Endorsement(s) is:
☐ Added to the Policy
☐ Deleted from the Policy
☐ Changed as respects the Limit(s) of Insurance

Endorsement	Limit of Insurance	or	Section 1	Section 2
_____	\$ _____		\$ _____	\$ _____
_____	_____		_____	_____

Accepted: [Signature]
First Named Insured

[Signature]
Title Paul T. Bruflat,
Vice President

WESTERN SURETY COMPANY

Date: January 8, 2019

*Information required to complete this SCHEDULE, if not shown on this endorsement, will be shown in the Declarations.



DEPUTATION

THE STATE OF TEXAS

County of Kaufman
Constable Pet 2 of the County of Kaufman and State of Texas, having full confidence in Jessica Lynn Hunt of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Kaufman County, nominate and appoint Jessica Lynn Hunt, the said Jessica Lynn Hunt my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Reserve Deputy Constable of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

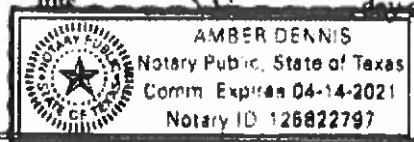
WITNESS my hand, this 18th day of February 2019.

[Signature] Constable
of Kaufman County, Texas

THE STATE OF TEXAS

County of Kaufman
Chief Clerk in and for Kaufman County, Texas,
on this day personally appeared Jason Kelly Johnson
Kaufman County Constable Pet 2 known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 200 E. Main St. Fort Worth, Tx. 75126
this 18th day of February 2019.



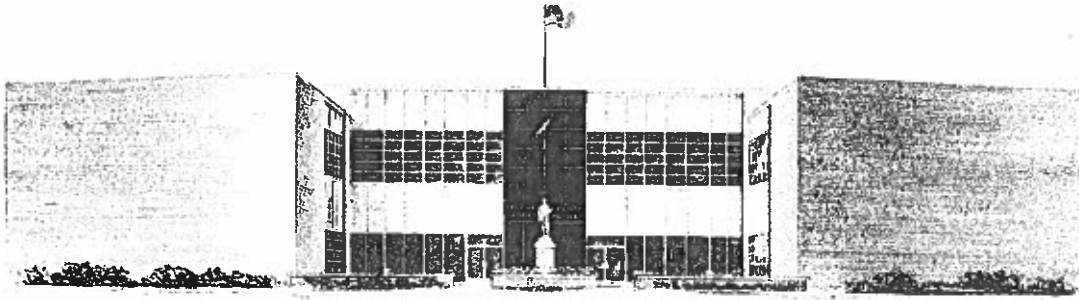
[Signature]
Exp 04-14-2021

OATH OF OFFICE

I, Jessica Lynn Hunt do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Reserve Deputy Constable of Kaufman County Constable Pet 2 AND of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 18th day of February 2019.

[Signature]
Constable Pet 2 Kaufman County



KAUFMAN COUNTY

KAUFMAN, TEXAS 75142

RESOLUTION

WHEREAS, Kaufman County Court at Law No. 2 was created by statute in 2005;

WHEREAS, in 2005, it was then in the best interest of Kaufman County that the jurisdiction of Kaufman County Court at Law No. 2 in civil cases be limited to an amount less than the jurisdiction of the Kaufman County District Courts;

WHEREAS, since 2005, Kaufman County has experienced significant growth in both population and the number of civil cases filed in the district courts, and significant future growth in both population and civil case loads is expected;

WHEREAS, it is now in the best interest of Kaufman County that the jurisdiction of Kaufman County Court at Law No. 2 in civil cases be equal to the jurisdiction of the Kaufman County District Courts;

NOW THEREFORE, BE IT RESOLVED that the Commissioner's Courts of Kaufman County asks the State of Texas, through her State Legislators, to increase the jurisdiction of Kaufman County Court at Law No. 2 in civil cases to that equal to the jurisdiction of the Kaufman County District Courts.

Adopted by the Commissioner's Court of Kaufman County this ____ day of _____, 2019.

Kaufman County Judge

Commissioner Pct. 1

Commissioner Pct. 2

Commissioner Pct. 3

Commissioner Pct. 4

Attest:

Kaufman County Clerk

CALDWELL COUNTRY FORD
ROCKDALE COUNTRY FORD
BUYBOARD BID 521-16

End User: KAUFMAN COUNTY Caldwell Rep: AARON WILEY
 Contact: TIM MOORE Phone/fax: 254-773-8824 / 254-773-8802
 Phone/email: tim.moore@kaufmanso.com Date: Thursday, January 24, 2019
 Product Description: FORD PI UTILITY email: aaron@caldwellcountry.com

A. Bid Series: 124 A. Base Price: **\$ 27,910.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2019 PI UTILITY	INCL	86P	FRONT HEADLAMP HOUSING	\$ 118.00
	3.7L FFV V6; 6-SPD AUTOMATIC	INCL	86T	REAR TAILLIGHT HOUSING	\$ 57.00
	FRONT A/C & HEAT	INCL	60A	GRILL WIRING PACKAGE	\$ 47.00
	CRUISE ; RUBBER FLOOR	INCL	55F	4 KEYS & 4 FOBS	\$ 323.00
	POWER WINDOWS AND LOCKS	INCL	53M	SYNC	\$ 280.00
	CLOTH BUCKETS FRONT	INCL	17A	AUX. REAR A/C & HEAT	\$ 579.00
	VINYL 2ND ROW SEAT	INCL			
	REAR VIEW CAMERA	INCL		ON ORDER FOR STOCK	
	AM/FM/CD RADIO	INCL		ETA 3-25-19	
51Y	DRIVER SIDE SPOT LIGHT	\$ 204.00			
43D	COURTESY LAMP DISABLED	\$ 19.00			

Total of B. Published Options: **\$ 1,627.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 30-60 DAYS TO CAP FLEET	DELIVERY

Total of C. Unpublished Options: **\$ -**

D. CAP FLEET UPFITTERS CAPQ38899: **\$ 9,454.00**

E. Texas State Inspection: **\$ -**

F. Manufacturer Destination/Delivery: **\$ -**

G. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

H. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

I. Contract Price Adjustment: **\$ -**

J. Additional Delivery Charge: 134 miles **\$ 268.00**

K. Subtotal: **\$ 39,259.00**

L. Quantity Ordered 10 x K = **\$ 392,590.00**

M. Trade in: **\$ -**

N. BUYBOARD FEE PER PURCHASE ORDER: **\$ 400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: **\$ 392,990.00**



02/05/2019

Quote #: dthompson-1289

Barry Carter
Kaufman County Precinct 4
P.O. Box 766
Kemp, TX 75143

Dear Barry Carter

We are pleased to quote the following for your consideration:

Kirby-Smith Machinery -Rental equipment--GRADALL XL3100 III 2011 model w/ 1371 hours/4316 miles, Unit # GE11046, S/N 3140000308.

The following Factory and Dealer Options are included in the package

- **XL3100 III** Please see attached brochure and photos
- **GOODYEAR G-178 425/65R22.5 (2) Front tires**
- **GOODYEAR G-282 11R24.5 (4) Rear tires**
- **AIR CONDITIONER - UPPER AND CHASSIS**
- **TIER III 201HP ENGINE**
- **60 IN DITCH BUCKET WITH BOLT-ON CUTTING EDGE**

To be purchased through BuyBoard. Contract #515-15

Kirby-Smith Machinery Rental Inventory--Contract price is \$178,158.00; less contract discount of 5% (-\$8,908.00).
New net selling price is \$169,250.00.

Price Complete; Delivered:

\$169,250.00.

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote Gradall machinery

Sincerely,

Dan Thompson

Dan Thompson
Territory Manager
972-342-4478
dthompson@kirby-smith.com

Subject to all applicable taxes. This proposal is good for 30 days & subject to availability.

www.kirby-smith.com | 888-861-0219

Oklahoma City • Tulsa • Dallas • Fort Worth • Abilene • Amarillo • Lubbock • Odessa • St. Louis • Kansas City

RESOLUTION

No. _____

WHEREAS, Kaufman County finds it in the best interest of the citizens of Kaufman County that the Family Violence Prosecutor be operated for 2019/2020 and

WHEREAS, Kaufman County agrees to provide \$ _____ for the said project as required by the Violence Against Women Justice and Training grant application; and

WHEREAS, Kaufman agrees that in the event of loss or misuse of the Office of the Governor funds, Kaufman County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Kaufman County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Kaufman County approves submission of the grant application for the Family Violence Prosecutor to the Office of the Governor.

County Judge
Passed and approved this _____ of _____, 2019

Attest:

County Clerk

FY 2019 VIOLENT CRIMES AGAINST WOMEN

POSITION	BASE SALARY	FRINGE BENEFITS	SALARY REQUESTED FROM GRANT	SALARY REQUESTED FROM CC	FRINGE BENEFITS REQUESTED FROM GRANT	FRINGE BENEFITS REQUESTED FROM CC
Prosecutor	76,248	23,801	76,248	0	23,801	0
Victim Advocate	36,000	16,400	36,000 *	0	16,400 *	0
Investigator	49,600	20,700	24,800	24,800	0	20,700
SUB-TOTALS	161,848	60,901	137,048	24,800	40,201	20,700
Equipment for Investigator	34,600	0	0	34,600	0	0
TOTALS	196,448	60,901	137,048	59,400	40,201	20,700

Total Grant Funds: \$177,249

Total County Funds: \$80,100

*We would like the employee retained beyond the grant and would request that these amounts be added to our budget. As long as grant is received the funds will be submitted to the county as they are received. (Similar to our VCLG grant)

RESOLUTION

No. _____

WHEREAS, Kaufman County finds it in the best interest of the citizens of Kaufman County that the Mental Health Coordinator be operated for 2019/2020 and

WHEREAS, Kaufman agrees that in the event of loss or misuse of the Criminal Justice Division funds, Kaufman County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Kaufman County designates County as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Kaufman County approves submission of the grant application for the Mental Health Coordinator to the Office of the Governor, Criminal Justice Division.

County Judge

Passed and approved this _____ of _____, 2019

Attest:

County Clerk, Laura Hughes

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL SERVICES
BETWEEN KAUFMAN COUNTY AND KAUFMAN COUNTY MUNICIPAL
UTILITY DISTRICTS No. 2, 3, & 4

This INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL SERVICES, hereinafter referred to as "Agreement," is made by and between Kaufman County, a political subdivision of the State of Texas, hereinafter referred to as the "County," and Kaufman County Municipal Utility District Nos. 2, 3, and 4, political subdivisions of the State of Texas, hereinafter referred to as the "Districts."

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Kaufman County, Texas; and

WHEREAS, the Kaufman County Precinct # 2 Constable's Office is a duly organized agency of Kaufman County engaged in the providing of law enforcement and related services for the benefit of citizens of Kaufman County, Texas, including the citizens residing within the respective boundaries of the Districts; and

WHEREAS, the Districts are political subdivisions of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 54 and 49, Texas Water Code, as amended; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the Districts are authorized to contract for or employ peace officers with the power to make arrests when necessary to abate the commission of, among other things, any offense against the laws of the State of Texas. The County is authorized to provide law enforcement services to the Districts pursuant to Texas Government Code Section 791.011(c)(2); and

WHEREAS, the County and the Districts further covenant that all payments mandated by this Agreement do fairly compensate the County for the furnishing of law enforcement services; and

WHEREAS, the County and the Districts desire to improve the efficiency and effectiveness of local governments by contracting for services of patrol and other law enforcement services as specified elsewhere herein; and

WHEREAS, the Districts seek to provide additional law enforcement and related services for the benefit of citizens within their respective boundaries; and

WHEREAS, the County and the Districts mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Districts, for the mutual consideration hereinafter stated, agree and understand as follows:

1. PURPOSE

The purpose of this Agreement is to provide additional law enforcement services to ensure the peace and safety of the citizens of the County particularly within the territorial confines of the Districts and to provide such a public benefit through the deployment of County property and personnel as deemed appropriate by the Kaufman County Precinct #2 Constable's Office.

II. TERM

TERM AND RENEWAL

The services to be performed under this Agreement shall commence on February 1, 2019, and shall continue thereafter until September 30th, 2019, unless terminated sooner in accordance with other provisions of this Agreement. Upon expiration of the initial term, the Parties agree that this Agreement shall automatically renew each fiscal year for subsequent twelve (12) month periods beginning on the first (1st) day of October and ending on the thirtieth (30th) day of September of each budget year. This Agreement may be terminated in accordance with the proceeding "Termination" provision.

TERMINATION

Written notice is required for any party desiring to terminate this Agreement. The Agreement may be terminated at any time, for cause or no cause, by either party giving thirty (30) days written notice to the other party to the identified Notice Addresses provided in this Agreement. The notice must be made by U.S. Postal Service, Certified Mail, Return Receipt Requested. Termination by one District does not affect the validity of this Agreement as it relates to the other Districts.

III. CONSIDERATION FOR SERVICES AND FINANCIAL PROVISIONS

CONTRACT FUNDING AMOUNT

In consideration for the services provided by the County, the Districts agree to fully fund and reimburse the County for such expenses in the amount as set forth on Exhibit A hereto, subject to the provisions of "CONTINGENCY FEE." The County shall provide to the Districts, no later than sixty (60) days prior to the expiration of any term (original or renewal) of this Agreement, an updated Exhibit A setting forth proposed changes to such expenses, if any, that would apply to the immediately following renewal term.

CONTINGENCY FEE

The Districts understand and agree that fees may occur that are not contemplated by this Agreement. The creation of a contingency fee line will allow the County to account for such expenses, some of which are described in Exhibit A hereto. Such expenses may include, but are not limited to, Deputy training/school, unexpected vehicle maintenance, uniform expenses, etc. Non-budgeted expenses shall be invoiced to the Districts within the routine quarterly invoice. A contingency fee will not be invoiced if non-budgeted expenses do not occur. The purpose of the 10% fee is to fairly compensate the County for all expenses incurred under the terms of this Agreement, including those that cannot be reasonably anticipated in advance; and the parties agree that 10% is a fair estimate of such potential unanticipated expenses. Any non-budgeted expenses in excess of the 10% contingency fee are subject to prior written approval of the Districts. Funding disagreements shall be subject to provisions of "DISPUTES."

INDIRECT FEE

The Districts understand and agree that administrative duties are required to ensure compliance with this Agreement, and that those duties may not be quantifiable in the same way as patrol duties and operating expenses. The creation of an indirect-fee line will allow the County to be fairly compensated for these activities. The indirect fee shall be invoiced in equal installments to the Districts within the routine quarterly invoice.

BILLING

The County Auditor's Office will invoice the Districts on a quarterly basis and the amount billed shall be due from the Districts' current revenues within 30 days of the receipt of an invoice from the County Auditor's Office. Such invoice will be forwarded to the Districts in care of the bookkeeper for the Districts, currently:

Cindy Schmidt
L&S District Services, LLC
P.O. Box 170
Tomball, Texas 77377

CHANGE OF ADDRESS

The Districts are responsible to notify the County if a change of billing address should become necessary.

SUSPENSION OF SERVICES

The County Auditor's Office shall notify the Kaufman County Precinct #2 Constable's Office if any of the Districts should become delinquent in payment of the contracted funding. Payment shall be considered delinquent if the Districts fail to make payment to the County within thirty (30) days after the receipt of a quarterly invoice. The Constable's Office shall notify the District Contact to discuss the non-payment. If the delinquent payment status continues, then the County may suspend services to the District for non-payment. The Constable's Office will identify a date on which the services will be suspended and will notify the Districts by telephone and in writing (to the Notice addresses provided in this Agreement) of the date service will be suspended for that District.

If services by the County to any of the Districts has been suspended for non-payment and the District subsequently becomes current on payments owed to the County under this Agreement, it is the responsibility of the District to contact the County Auditor's Office and the Constable's Office to confirm receipt of payment and that services are reactivated. The Districts will not receive credit for time which service is suspended for non-payment.

IV. SCOPE OF SERVICES

SCOPE OF SERVICES

The County affirms and approves the authority of the Kaufman County Precinct # 2 Constable's Office to provide one or more peace officers, as deemed appropriate by the Constable's Office, to devote a primary portion of their working time, with the total number of hours per month to be set forth in this agreement and, thereafter, may be adjusted by the Districts as set forth below, to provide law enforcement services within the Districts' geographical boundaries. It is intent of this Agreement that the peace officers' working time should be spent in the Area.

The County and the Constable's Office agree that the patrol services to be furnished pursuant to this Agreement are in addition to the regular on-duty peace officer services furnished within the Districts' geographical boundaries, and that in no event shall the services furnished hereunder alter, impact or lessen the routine patrol services that are otherwise provided in the Districts.

PATROL UNIT

In exchange for the provision of one or more Patrol Unit(s), the Districts agrees to pay the County a sum, per unit, totaling the reasonable and necessary expenses, more fully described in Exhibit A attached hereto. The payments made by the Districts to the County shall be used by the County for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the Patrol Unit. A Patrol Unit consists of: (1) the Constable's Deputy (personnel), (2) the equipment and vehicle necessary to support the Deputy, and (3) direct and non-direct support services.

The County agrees that each peace officer will be properly insured while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

NUMBER OF PATROL UNITS

Until otherwise notified in writing by the Districts, the County acknowledges that the Districts have determined that one (1) Deputy Constable Patrol Unit will be funded through this Agreement.

HOURS WORKED BY PATROL UNIT

The contracted number of "working time" hours (bi-weekly) by the Patrol Unit is sixty (60) hours. The Districts and the County will agree to the work shifts for each Patrol Unit by separate written notice. The Kaufman County Precinct # 2 Constable's Office will manage the schedule of each Patrol Unit so that the Patrol Unit has as many direct patrol hours as possible within the Districts. Districts understand that a Patrol Unit may have a certain number of undefined hours in which the Patrol Unit may be needed to attend court hearings, training, meetings, or have routine employee-related absences which may reduce the number of direct patrol hours. If possible and within personnel and budgetary limits, the County may assign a substitute Patrol Unit to Districts to provide service in the absence of the assigned Patrol Unit.

The Constable's Office Liaison Designee will provide information to the Districts' Liaison Designee of Deputy absences in writing on a quarterly basis. In addition, the Districts may at any time request work logs or

similar materials documenting the hours worked by a Patrol Unit in order to determine the number of direct patrol hours within the Districts, and the County shall provide said documentation upon this request. Information requested, and provided, shall be subject to the Texas Public Information Act.

As used herein, the phrase "working time" means those hours designated by the Constable's Office in which its commissioned peace officers are assigned to provide additional law enforcement services in the Area pursuant to this Agreement. During such working time, the peace officers shall perform law enforcement services as normally provided when working directly for the Constable's Office. The Constable's Office shall retain control and supervision of the peace officers performing services under this Agreement to the same extent as the Constable's Office does with its other peace officers that are working outside the Districts' Area. The peace officers must always comply with the laws of the State of Texas and act within the scope of the General Orders and Standard Operating Procedures of the Constable's office. The peace officers cannot enforce "district policies" or "house rules" of the Districts; provided, however, the peace officers shall enforce District Rules and Regulations adopted pursuant to Section 54.205 of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code.

OVERTIME

Any time worked by a Deputy in excess of sixty (60) hours bi-weekly is considered overtime. Overtime costs will be administered in accordance with the Kaufman County attendance/leave-time/overtime policies as they apply to non-exempt law enforcement personnel. The Districts and the Kaufman County Precinct #2 Constable's Office will establish an overtime protocol designed to help manage overtime costs. The Kaufman County Precinct #2 Constable's Office will use its best efforts to notify Districts prior to the scheduling of planned overtime. The Districts agree to compensate the County for reasonable and customary overtime costs; and the County agrees that overtime costs shall be incurred only when determined to be reasonably necessary to affect the purposes and intent of this agreement. Such costs will be added to the quarterly invoice to the Districts.

ABSENCES

The Districts understand and agree that the nature of hiring personnel will include a certain amount of employee absences, each Patrol Unit will receive County employee benefits, including holiday, sick, vacation, personal, compensation time that will be incorporated in their eighty (80) hours bi-weekly service hours, thus reducing the amount of direct patrol hours to the Districts. The Kaufman County Precinct #2 Constable's Office will use its best-efforts to notify the Districts prior to the scheduling of planned absences. If possible and within personnel and budgetary limits, the Kaufman County Precinct #2 Constable's Office may assign a substitute Patrol Unit to Districts to provide service in the absence of the assigned Patrol Unit. The Kaufman County Precinct #2 Constable's Office will provide information to the Districts of patrol deputy absences.

V. PERSONNEL

PATROL DEPUTY

Although the peace officers shall at all times remain under the control and supervision of the Constable's Office, the Constable's Office agrees as follows with respect to the additional law enforcement services to be furnished by the peace officers under this Agreement: the Districts shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of the peace officers. The County shall be responsible for the filing and payment of all income related taxes associated with the services performed by the peace officers under this Agreement. The peace officers shall not be treated as employees of the Districts with respect to the services performed hereunder for federal or state tax purposes, for workers compensation purposes, or for any other purposes.

CHAIN OF COMMAND

Each Deputy will be an employee of the County and will be in the chain of command at the Kaufman County Constable Precinct # 2. Each Deputy is obligated to follow all guidelines, policies, and procedures of the County and the Kaufman County Constable Precinct # 2.

WORK ASSIGNMENT

Each Deputy shall have his/her work assignment and duties outlined under this Agreement as their primary job assignment and will not regularly be assigned additional police duties by the Kaufman County Constable Precinct # 2. The County reserves the right, however, to reassign a Deputy temporarily in the event of an

emergency, or when other circumstances require an enhanced police presence elsewhere in the Constable's jurisdiction. The Kaufman County Precinct #2 Constable's Office will provide information to the Districts of such instances in writing.

VI. EQUIPMENT

EQUIPMENT

The County provides equipment for each Deputy hired by the Kaufman County Constable Precinct # 2. The Districts will be responsible to provide funding so that the equipment designated by the Kaufman County Constable Precinct # 2 for rendering of law enforcement services may be in the same manner, and with the same equipment and vehicle, as is customarily provided by the Kaufman County Constable Precinct #2 within their statutory jurisdiction, and such equipment costs are reflected in Exhibit A hereto.

EQUIPMENT REPLACEMENT

The County may purchase vehicles and equipment, including computer and other electronic equipment, with funding provided by the Districts for the purpose of providing services under this Agreement. Such vehicles and equipment will be subject to any Kaufman County administrative policies and procedures for replacement of such vehicles or equipment. Such replacement will be incorporated into the Districts' funding requirements and will be consistent with the customary maintenance and replacement schedule for like equipment.

PATROL VEHICLE

The County and Districts understand and agree that this Agreement provides funding for the expenses for the County. Specifically, to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of the County as stated herein during the period of this Agreement. Title of any patrol vehicle shall remain in the custody of Kaufman County Constable Precinct # 2's Office. Funding for vehicle expenses shall not indicate any transfer of title, or possession rights, regarding the patrol vehicle.

With the funding provided by the Districts, the County will: (1) coordinate the purchase of liability insurance coverage via the County's policy, (2) provide routine maintenance, repairs, and fuel costs of the vehicle, and (3) purchase, if necessary, and install the necessary equipment to make the vehicle ready for use by each Deputy.

Each Deputy shall have the full authority to use the vehicle in accordance with the County and Kaufman County Constable Precinct # 2 policies. This includes, but is not limited to, allowing each Deputy to take the vehicle home, within a reasonable distance. Districts are not responsible for any costs that are attributable to a Deputy's misuse of the vehicle in violation of this Agreement, or the policies of the County and Kaufman County Constable Precinct # 2.

VII. COUNTY'S RESPONSIBILITIES

COUNTY RESPONSIBILITIES

For the purposes and consideration herein stated and contemplated, the County, through the Kaufman County Constable Precinct # 2, will provide the following necessary and appropriate services for the Districts to the extent authorized by this Agreement and state or federal law:

LIAISON

County will designate the Kaufman County Constable Precinct # 2 or his designee to act on behalf of County to serve as "Constable Liaison Designee" for County. The Constable Liaison Designee will make or receive requests and confer upon matters concerning the delivery of Patrol services to the Districts. The Districts will observe and utilize the Constable Liaison Designee who will devote sufficient time and attention to the execution of said duties on behalf of the County and will provide immediate and direct supervision of the Kaufman County Constable Precinct # 2 employees, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of County and the Districts. In the event that new Designee is assigned, the County shall notify the Districts by sending notice to the Districts' address as provided in this Agreement.

Constable Liaison Designee: Sergeant Jerry Kitchens
Kaufman County Constable Precinct # 2
200 East Main St.
Forney, Texas 75126
Phone: 972-564-4054 x 110
Cell: 214-236-4141

COUNTY LIABILITY:

The County understands and agrees that the County, its employees, servants, agents, and representatives are not and shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Districts. The County shall not be required to indemnify nor defend the Districts for any liability arising out of the wrongful acts of employees or agents of the Districts to the extent allowed by Texas law.

SERVICE MANAGEMENT

The planning, organization, assignment, direction, and supervision of County personnel under this Agreement will be determined by the Kaufman County Constable Precinct # 2. The rendition of service, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of the Kaufman County Constable Precinct # 2.

RESPONSIVENESS

The County will give prompt consideration to all requests from the Districts routed through the Constable Liaison Designee regarding delivery of patrol services under this Agreement. The County will make every effort to comply with these requests as long as they are consistent with State law and the policies of the Kaufman County Constable Precinct # 2.

NOTICES

Any and all notices to the County required by this Agreement will be sent to the following parties at their respective addresses listed below:

- (1) Commissioner Skeet Phillips, Precinct No. 2 Kaufman County
Forney Sub Courthouse 200 East Main Forney, Texas 75126
Phone 972-564-4054
- (2) Sergeant Jerry Kitchens
200 East Main St. Forney, Texas 75126 Phone
972-564-4054 x 110
- (3) Kaufman County Judge's Office
100 W. Mulberry
Kaufman, TX 75142

VIII. DISTRICTS' RESPONSIBILITIES

For the purposes and consideration herein stated and contemplated, the Districts shall have the following responsibilities to the maximum extent authorized by this Agreement and state or federal law:

LIAISON

The Districts designate as representatives to act on behalf of the Districts, and to serve as "District Liaison Contact" for the Districts. The District Liaison Contact will devote sufficient time and attention to the execution of said duties on behalf of the Districts and will provide immediate and direct supervision of the Districts in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the Districts and County. In the event that a new Designee is assigned, the Districts shall notify the County by sending notice to the County's address as provided in this Agreement.

District Liaison Contact: Mindy L. Koehne
Costs Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Phone: 972-788-1600
Fax: 972-702-0662

DISTRICTS' LIABILITY

The Districts understand and agree that the Districts and their respective employees, servants, agents, and

representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Districts shall not be required to indemnify nor defend the County for any liability arising out of the wrongful acts of employees or agents of the County to the extent allowed by Texas law.

AREA OF ENFORCEMENT (MAPS)

The Districts will provide County with accurate maps of the areas and boundaries of the Districts and the areas to be patrolled. Subdivision plats and updated maps will be provided to the County as the land is platted or boundaries change.

NOTICES

The Districts designate the following address for notices required by this Agreement to be sent to the following:

Kaufman County Municipal Utility District No. 2
c/o Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Phone: 972-788-1600
Fax: 972-702-0662

Kaufman County Municipal Utility District No. 3
c/o Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Phone: 972-788-1600
Fax: 972-702-0662

Kaufman County Municipal Utility District No. 4
c/o Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Phone: 972-788-1600
Fax: 972-702-0662

IX. MISCELLANEOUS PROVISIONS

RECOURSE

The Districts' recourse for failure of the County to furnish services under this Agreement will be the right to terminate this Agreement pursuant to Section II. In the event that the Districts request a refund of already paid fees, the Precinct # 2 Constable and the President of each District Board, or their respective designees, shall determine by mutual agreement the fee amount. Conversely, in the event that the County requests payment for any services, already performed but not yet paid, the payment amount shall be determined by mutual agreement of the parties.

DISPUTES

Any dispute arising from the failure of either the Districts or the County, to agree on any potential refund and/or payment amounts will be first submitted to non-binding mediation. Each party will pay its proportionate share of the cost of expense of said mediation.

It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency or performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency or performance and compensation adjustment will be referred to a court of competent jurisdiction.

CURRENT REVENUES

Pursuant to Section 791.01(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

NON-APPROPRIATION AND FISCAL FUNDING

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of such Party does not appropriate sufficient funds as determined by such Party's budget for the fiscal year in question. The Party may effect such termination by giving the other Party written notice of termination at the end of its then-current fiscal year.

NO THIRD PARTY BENEFICIARIES

No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

VENUE

The Districts and County agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Kaufman County, Texas.

SEVERABILITY

The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Kaufman County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

LIABILITY AND IMMUNITY

This Agreement is made for the express purposes of providing patrol services, which all parties recognize to be a governmental function. Except as hereinafter provided no party assumes any liability beyond that provided by law.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

FORCE MAJEURE

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between County and the Districts and supersedes all prior negotiations, representations and/or agreements, either written or oral. The terms and conditions in this Agreement may be amended only by written instrument signed by both County and the Districts.

AUTHORIZED OFFICIALS

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the others that any necessary actions or resolutions extending said authority have been duly passed and are now in full force and effect. The County Judge, or the Presiding Officer of the Kaufman County Commissioners Court, is granted the authority to execute this agreement upon the approval of the Kaufman County Commissioners Court of this contract.

COUNTERPARTS

This Agreement may be executed in counterpart with no adverse bearing on dignity and effect.

[Execution Page Follows]

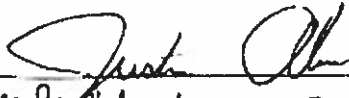
KAUFMAN COUNTY, TEXAS

County Judge

Date Signed


Attest:

KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT #2


(Vice President)

Date Signed 1/21/19

Attest:

 Secretary


KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT #3



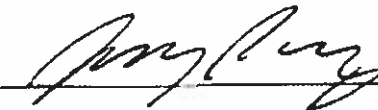
(Secretary)

Date Signed 1/21/19

Attest:

 President

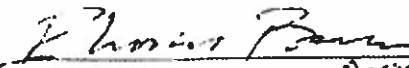
KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT #4



(President)

Date Signed 1/22/19


Attest:


Assistant Secretary

Approved as to Form:

Approved as to Form:

Kaufman County, Texas
Assistant District Attorney


Attorney for Kaufman County
MUD Nos. 2, 3, & 4

Attachment (A)

Deputy Constable FY 2018	2019 Devonshire	
	906 HRS	30 HRS PER WEEK x31 WEEKS
	\$52,118.00	
Salary	19,820.00	
Social Security	1,517.00	
Retirement	1,927.00	
Insurance	\$2,473.00	
Uniform	\$600.00	
Work Comp/Unemploy	\$544.00	
Deputy Equipment	\$7,398.00	Tazer, Radio, Vest, B-Cam, Laptop/Car
Vehicle/ Equip	\$5,600.00	Vehicle Equip + Radio
Vehicle Maint.	\$1,000.00	- Routine Maint.
Fuel/Oil	\$1,800.00	- Fuel Oil Changes @ 8,700 miles @ 13 mpg @ \$2.69 pg
Annual Veh. Ins	\$439.00	
Conting.	\$5,000.00	- Unforeseen Costs
Indirect	\$4,000.00	Cost for Support Services
Total	\$52,118.00	

Devonshire Patrol

Tentative Start date: March 6, 2019

		Full Fiscal Year 2019	15.1 Pay Periods	Devonshire (75%)	WMF (25%)
Base Pay		45,501.00	26,425.58	19,820.00	6,607.00
Step Pay		-	-	-	-
Proficiency Pay		-	-	-	-
Longevity		-	-	-	-
<i>Salary Sub-Total:</i>		45,501.00	26,425.58	19,820.00	6,607.00
Social Security		3,480.83	2,021.56	1,517.00	506.00
Retirement		4,421.56	2,568.57	1,927.00	643.00
<i>Benefits Sub-Total:</i>		7,902.39	4,590.12	3,444.00	1,149.00
Insurance*		9,892.00	3,297.33	2,473.00	825.00
Worker's Comp		1,128.42	655.35	492.00	164.00
Unemployment		127.40	68.71	52.00	18.00
<i>Insurance Sub-Total:</i>		11,147.83	4,021.39	3,017.00	1,007.00
Total:		64,551.21	35,037.10	26,281.00	8,763.00

* - Insurance would start in June 2019

Racial Profiling Report | Full report

Agency Name:	Kaufman County Constable Pct. 2
Reporting Date:	02/19/2019
TCOLE Agency Number:	257102
Chief Administrator:	JASON JOHNSON
Agency Contact Information:	
Phone:	4693764610
Email:	jjohnson@kaufmancounty.net
Mailing Address:	200 E Main St

This Agency filed a full report

Kaufman County Constable Pct. 2 has adopted a detailed written policy on racial profiling. Our policy

- 1.) clearly defines acts constituting racial profiling,
- 2.) strictly prohibit peace officers employed by the Kaufman County Constable Pct. 2 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Kaufman County Constable Pct. 2 if the individual believes that a peace officer employed by the Kaufman County Constable Pct. 2 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process,
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Kaufman County Constable Pct. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the Kaufman County Constable Pct. 2's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to.
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: JASON JOHNSON

Chief Administrator

Kaufman County Constable Pct. 2

Date: 02/19/2019

Kaufman County Constable Pct. 2 Motor Vehicle Racial Profiling Information

Total stops: 463

Gender

Female: 143

Male: 320

Race or ethnicity

Black: 171

Asian/Pacific Islander: 7

White: 223

Hispanic/Latino: 60

Alaska Native/American Indian: 2

Was race or ethnicity known prior to stop?

Yes: 2

No: 461

Reason for stop?

Violation of law: 33

Pre existing knowledge: 4

Moving traffic violation: 360

Vehicle traffic violation: 66

Street address or approximate location of the stop

City street: 0

US highway: 0

State highway: 0

County road: 0

Private property or other: 463

Was a search conducted?

Yes: 49

No: 414

Reason for Search?

Probable cause: 0
Inventory: 0
Incident to arrest: 0

Was Contraband discovered?

Yes: 39
No: 424

Description of contraband

Drugs: 0
Currency: 0
Weapons: 0
Alcohol: 0
Stolen property: 0
Other: 39

Result of the stop

Verbal warning: 0
Written warning: 0
Citation: 462
Written warning and arrest: 0
Citation and arrest: 0
Arrest: 1

Arrest based on

Violation of Penal Code: 1
Violation of Traffic Law: 0
Violation of City Ordinance: 0
Outstanding Warrant: 0

Was physical force resulting in bodily injury used during stop

Yes: 0
No: 463

Submitted electronically to the



Racial Profiling Report | Full report

Agency Name:	Kaufman County Constable Pct 3
Reporting Date:	02/08/2019
TCOLE Agency Number:	257103
Chief Administrator:	Keith W. Stephens
Agency Contact Information:	
Phone:	972-563-3121
Email:	constablestephens@kaufmancounty.net
Mailing Address:	408 E College

This Agency filed a full report

Kaufman County Constable Pct 3 has adopted a detailed written policy on racial profiling.
Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Kaufman County Constable Pct 3 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Kaufman County Constable Pct 3 if the individual believes that a peace officer employed by the Kaufman County Constable Pct 3 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Kaufman County Constable Pct 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the Kaufman County Constable Pct 3's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Keith W. Stephens

Chief Administrator

Kaufman County Constable Pct 3

Date: 02/08/2019

Kaufman County Constable Pct 3 Motor Vehicle Racial Profiling Information

Total stops: 80

Gender

Female: 35

Male: 45

Race or ethnicity

Black: 7

Asian/Pacific Islander:

White: 57

Hispanic/Latino: 16

Alaska Native/American Indian:

Was race or ethnicity known prior to stop?

Yes:

No: 80

Reason for stop?

Violation of law:

Pre existing knowledge:

Moving traffic violation: 80

Vehicle traffic violation:

Street address or approximate location of the stop

City street: 11

US highway: 13

State highway: 7

County road: 49

Private property or other:

Was a search conducted?

Yes:

No: 80

Reason for Search?

Probable cause:

Inventory:

Incident to arrest:

Was Contraband discovered?

Yes:

No: 80

Description of contraband

Drugs:

Currency:

Weapons:

Alcohol:

Stolen property:

Other:

Result of the stop

Verbal warning:

Written warning: 21

Citation: 59

Written warning and arrest:

Citation and arrest:

Arrest:

Arrest based on

Violation of Penal Code:

Violation of Traffic Law: 80

Violation of City Ordinance:

Outstanding Warrant

Was physical force resulting in bodily injury used during stop

Yes:

No: 80

Submitted electronically to the



The Texas Commission on Law Enforcement

×

71

Kaufman County Constables Office Pct. 4 Motor Vehicle Racial Profiling Information

Total stops: 558

Gender

Female: 159

Male: 399

Race or ethnicity

Black: 55

Asian/Pacific Islander: 0

White: 419

Hispanic/Latino: 83

Alaska Native/American Indian: 1

Was race or ethnicity known prior to stop?

Yes: 107

No: 451

Reason for stop?

Violation of law: 5

Pre existing knowledge: 6

Moving traffic violation: 325

Vehicle traffic violation: 222

Street address or approximate location of the stop

City street: 62

US highway: 207

State highway: 141

County road: 145

Private property or other: 3

Was a search conducted?

Yes: 48

No: 510

Reason for Search?

Consent: 16

Contraband: 8

Probable cause: 18

Inventory: 3

Incident to arrest: 3

Was Contraband discovered?

Yes: 25

No: 23

Description of contraband

Drugs: 18

Currency: 0

Weapons: 4

Alcohol: 2

Stolen property: 0

Other: 1

Result of the stop

Verbal warning: 0

Written warning: 372

Citation: 182

Written warning and arrest: 1

Citation and arrest: 3

Arrest: 0

Arrest based on

Violation of Penal Code: 1

Violation of Traffic Law: 2

Violation of City Ordinance: 0

Outstanding Warrant: 1

Was physical force resulting in bodily injury used during stop

Yes: 15

No: 543

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full report

Agency Name:	Kaufman County Constables Office Pct. 4
Reporting Date:	02/12/2019
TCOLE Agency Number:	257104
Chief Administrator:	Constable Chad Jones
Agency Contact Information:	
Phone:	469-376-4620
Email:	Chad.jones@kaufmancounty.net
Mailing Address:	103 North Main/ PO Box 191

This Agency filed a full report

Kaufman County Constables Office Pct. 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Kaufman County Constables Office Pct. 4 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Kaufman County Constables Office Pct. 4 if the individual believes that a peace officer employed by the Kaufman County Constables Office Pct. 4 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Kaufman County Constables Office Pct. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the Kaufman County Constables Office Pct. 4's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Constable Chad Jones

Chief Administrator

Kaufman County Constables Office Pct. 4

Date: 02/12/2019



Kaufman County Sheriff's Office

Sheriff Bryan W. Beavers

Monthly Statistical Report January, 2019

Criminal Law Enforcement Division

		Clearance Percentages		
		Kso	State	National
• Incidents Reported by Deputies	961			
• Reports Forwarded to Investigated	541			
• Cases Cleared by Investigation	221	40.8%	32.3%	33.3%
• Arrests Made	159			
• Patrol Security Checks	7,903			
• Recovered Property	\$164,005.00			
• C.I.D Capers Filed/Cleared by Investigators	47	Cases Assigned	31 Filed	23 Cleared
• C.I.D Property Filed/ Cleared by Investigators	112	Cases Assigned	44 Filed	64 Cleared

Detention Division

• Average Daily Inmate Population	371	
• Inmates Being Held for TDCJ	11	
• Admissions to Jail	489	Average daily admissions 15.77 per day.
• Releases from Jail	452	Average daily release 14.58 per day.
• Out of County Inmates Housed	104	
• Inmate Housing Revenue	\$ 164,759.20	

Communications Division

• Emergency 911 Calls	2,796/3643	
• Number of Calls for Service	9,807	316 CFS per day (24 Hrs)
• Admin Calls	2,714	

Warrant Division

• Warrants Received for Service	518	
• Warrants Served or Recalled	838	Average of 43.74 Warrants per day

Civil Process / Execution Division

• Civil Documents Received	102
• Civil Documents Served / Recalled	99

Animal Control

• Dogs	84
• Total Hours	39:39 Hrs.

Commercial Vehicle Enforcement

• Contacts	378
• Equipment/Registration/Inspection Violations	224
• Moving/Over Weight Violations	154



Kaufman County Sheriff's Office

Sheriff Bryan W. Beavers

In House Training

- | | | |
|----------------------------|-----|-------------------------------|
| • Total Course Hours | 300 | |
| • Total Number of Students | 127 | Total Cost Savings \$6,480.00 |

Narcotics Division

- | | |
|------------------------------|-----|
| • Arrest | 03 |
| • Narcotics Grams | 591 |
| • Cases Filed | 68 |
| • Vehicles Filed for Seizure | 2 |
| • Search Warrants | 3 |
| • Agency Assist | 0 |
| • Fugitive Located | 0 |

K-9 Division

- | | |
|-------------------|--------|
| • Arrest | 17 |
| • Narcotics Grams | 413.50 |
| • Call Outs | 00 |
| • Searches | 51 |
| • CFS | 198 |
| • Agency Asst. | 5 |

Environmental Division

- | | |
|-------------------------|----|
| • Illegal Dumping | 15 |
| • Public Nuisance | 14 |
| • Follow Up | 39 |
| • Clean Up | 12 |
| • Health & Safety Insp. | 0 |
| • Agency Assist | 13 |
| • Citations | 4 |

Transport Division

- | | | |
|--------------------|----|--------------------|
| • P/U Texas | 29 | |
| • P/U Out of State | 2 | |
| • Bench Warrants | 4 | Total Transport 70 |
| • Medical Appt. | 5 | |
| • TDCJ | 30 | |

Transport to Court

- | | | |
|------------------|-----|-----------------|
| • County Court | 66 | |
| • District Court | 161 | |
| • Juvenile Court | 15 | Total Court 389 |
| • Federal Court | 144 | |
| • CPS Court | 3 | |



Kaufman County Sheriff's Office

Sheriff Bryan W. Beavers

Sheriff's Office Financial Report January, 2019

Local Government Code Chapter 114. County Financial Report
Sec. 114.044 Report to Commissioners Court at Regular Term By
Officer who Collect Fines, Judgments, or Jury Fees.

Civil	\$ 1,451.00
Money Orders (For Bonds)	\$ 6,225.00
Impound (Wrecker Services)	\$ 290.00
Cash Bonds	\$ 12,000.00
Prisoner Jail Maintenance (SSI)	\$ 250.00
Other Agencies Bonds	\$ 31,186.79
Overall Total:	\$51,402.79

A handwritten signature in cursive script that reads "Bryan W. Beavers".

Bryan W. Beavers
Sheriff

Racial Profiling Report | Full report

Agency Name:	Kaufman County Fire Marshal's Office
Reporting Date:	02/01/2019
TCOLE Agency Number:	257309
Chief Administrator:	Randy Richards
Agency Contact Information:	
Phone:	469-376-4122
Email:	firemarshal@kaufmancounty.net
Mailing Address:	N/A

This Agency filed a full report

Kaufman County Fire Marshal's Office has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Kaufman County Fire Marshal's Office from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Kaufman County Fire Marshal's Office if the individual believes that a peace officer employed by the Kaufman County Fire Marshal's Office has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Kaufman County Fire Marshal's Office who, after an investigation, is shown to have engaged in racial profiling in violation of the Kaufman County Fire Marshal's Office's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before

detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Randy Richards

Chief Administrator

Kaufman County Fire Marshal's Office

Date: 02/01/2019

Kaufman County Fire Marshal's Office Motor Vehicle Racial Profiling Information

Total stops: 6

Gender

Female: 3

Male: 3

Race or ethnicity

Black: 2

Asian/Pacific Islander:

White: 3

Hispanic/Latino: 1

Alaska Native/American Indian:

Was race or ethnicity known prior to stop?

Yes:

No: 6

Reason for stop?

Violation of law: 4

Pre existing knowledge:

Moving traffic violation: 2

Vehicle traffic violation:

Street address or approximate location of the stop

City street: 5100 Cathy Dr., Forney / 1700 Washington St., Kaufman / 18286 Landford Ln., Forney / 10608 Linda Cir., Forney

US highway:

State highway: 11270 FM 1641, Forney / 11270 FM 1641, Forney

County road:

Private property or other:

Was a search conducted?

Yes:

No: 6

Reason for Search?

Consent:

Contraband:

Probable cause:
Inventory:
Incident to arrest:

Was Contraband discovered?

Yes:
No:

Description of contraband

Drugs:
Currency:
Weapons:
Alcohol:
Stolen property:
Other:

Result of the stop

Verbal warning:
Written warning:
Citation: 6
Written warning and arrest:
Citation and arrest:
Arrest:

Arrest based on

Violation of Penal Code:
Violation of Traffic Law:
Violation of City Ordinance:
Outstanding Warrant

Was physical force resulting in bodily injury used during stop

Yes:
No: 6

Submitted electronically to the



The Texas Commission on Law Enforcement

**CITATIONS / WARNINGS
KCFMO 2018**

DATE	CIT. #	C/W	OFFENSE	LOCATION	SEX	RACE	KNOWN Y/N	SEARCH Y/N	CONSENT Y/N	FORCE Y/N	BY
8/10/18	006132	C	BURN BAN VIOLATION	16077 CR 4052 KEMP	M	W	N	N	N	N	ME
8/8/18	006130	C	BURN BAN VIOLATION	15313 CR 4011 MABANK	M	W	N	N	N	N	ME
7/11/18	006170	C	BURN BAN VIOLATION	5355 CR 120 WILLS POINT	M	W	N	N	N	N	CW
7/9/18	006168	C	BURN BAN VIOLATION	5831 E HWY 175 KAUFMAN	M	W	N	N	N	N	CW
3/20/18	006172	C	BURN BAN VIOLATION	12346 FM 90 MABANK	M	W	N	N	N	N	CW
7/19/18	006171	C	BURN BAN VIOLATION	NEIGHBORING PROPERTY TO NE OF 19201	M	W	N	N	N	N	CW
7/26/18	006174	C	BURN BAN VIOLATION	14597 CR 117 MABANK	M	W	N	N	N	N	CW
7/23/18	006173	C	BURN BAN VIOLATION	2288 SONES CR CRANDALL		H	N	N	N	N	CW
7/30/18	006226	C	BURN BAN VIOLATION	15472 RANCH RD	M	W	N	N	N	N	CW
8/6/18	006228	C	BURN BAN VIOLATION	1678 FRIERSON RD KAUFMAN	M	W	N	N	N	N	CW
8/9/18	006175	C	BURN BAN VIOLATION	6476 N FM 148	M	W	N	N	N	N	CW
8/9/18	006131	C	BURN BAN VIOLATION	10030 CR 4089	M	W	N	N	N	N	CW
6/29/18	006129	C	BURNED 77 ACRES OF NEIGHBOR	7900 CR 118 KAUFMAN	F	W	N	N	N	N	CW
1/2/18	006042	C	FIRE LANE VIOLATION (PARKING)	18286 LANDFORD LN FORNEY	F	W	N	N	N	N	CW
3/7/18	006157	C	FIRE LANE VIOLATION (PARKING)	10608 LINDA CIRCLE FORNEY	F	W	N	N	N	N	CW
3/7/18	006156	C	FIRE LANE VIOLATION (PARKING)	11270 FM 1641 FORNEYH	F	W	N	N	N	N	CW
3/7/18	006158	C	FIRE LANE VIOLATION (PARKING)	11270 FM 1641 FORNEY	M	B	N	N	N	N	CW
1/3/18	006043	C	ILLEGAL DUMPING/DISPOSAL	9028 FM 1641 (LEFT OF DRIVEWAY)	M	W	N	N	N	N	CW
1/18/18	006152	C	ILLEGAL DUMPING/DISPOSAL	6596 FM 1390 KAUFMAN	F	W	N	N	N	N	CW
1/18/18	006151	C	ILLEGAL DUMPING/DISPOSAL	6211 CR 239A TERRELL	M	H	N	N	N	N	CW
1/22/18	006153	C	ILLEGAL DUMPING/DISPOSAL	17458 CR 340	M	W	N	N	N	N	CW
3/21/18	006159	C	ILLEGAL DUMPING/DISPOSAL	7466 FM 2451 SCURRY	M	W	N	N	N	N	CW
6/8/18	006163	C	ILLEGAL DUMPING/DISPOSAL	5900 N FM 148	M	W	N	N	N	N	CW
6/15/18	006165	C	ILLEGAL DUMPING/DISPOSAL	5521 SHADY LN SCURRY	M	W	N	N	N	N	CW
6/21/18	006166	C	ILLEGAL DUMPING/DISPOSAL	14713 KELLY RD FORNEY	F	W	N	N	N	N	CW
7/10/18	006169	C	ILLEGAL DUMPING/DISPOSAL	7565 S SH 34	F	W	N	N	N	N	CW
7/6/18	006167	C	ILLEGAL DUMPING/DISPOSAL	REAR PROPERTY OF 1100 TRAVIS LN	M	W	N	N	N	N	CW
8/1/18	006227	C	ILLEGAL DUMPING/DISPOSAL	PROPERTY TO NORTH OF 15106 N 2ND ST	M	W	N	N	N	N	CW
7/30/18	006179	C	ILLEGAL DUMPING/DISPOSAL	BESIDE 19873 HILL LN	M	W	N	N	N	N	CW
10/12/18	006134	C	IMPROPER DISPOSAL/BURNING	next to 1008 N ELM KEMP	F	W	N	N	N	N	ME
8/17/18	006133	C	IMPROPER DISPOSAL/BURNING	7570 CR 301	M	W	N	N	N	N	ME
2/5/18	006126	W	IMPROPER DISPOSAL/BURNING	1043 CEDAR LN KAUFMAN	M	H	N	N	N	N	ME

CITATIONS / WARNINGS
KCFMO 2018

3/15/18	006127	C	IMPROPER DISPOSAL/BURNING	17233 FEATHER LN TERRELL	M	W	N	N	N	N	N	ME
5/18/18	006128	W	IMPROPER DISPOSAL/BURNING	1609 RAND RD KAUFMAN	M	W	N	N	N	N	N	ME
1/26/18	006154	C	PARKED WITHIN 15FT OF FIRE HYDRANT	IN FRONT OF 5100 CATHY DR FORNEY	M	B	N	N	N	N	N	CW
1/30/18	006155	C	RECKLESS DAMAGE	10612 LIVE OAK DR FORNEY	M	W	N	N	N	N	N	CW
10/22/18	006229	C	TURN, CHANGES LANES, OR START	1700 BLOCK OF S WASHINGTON	M	H	N	N	N	N	N	CW

The Citations / Warnings above that are highlighted in YELLOW
have been reported to the State of Texas (TCOLE) on the
Kaufman County Fire Marshal's Office 2018 Racial Profiling Report
as traffic stops.



ACTIVITY REPORT

for

KAUFMAN COUNTY FIRE MARSHAL'S OFFICE

January 2019

1

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTALS
Structure Fires												
6	9	14	12									41
Vehicle Fires												
2	1	4	2									9
Grass / Brush / Hay Fires												
1	3	2	12									18
Illegal Fires / Burn Ban Fires												
3	4	10	10									27
Other Calls (Controlled Burns, False Alarms, Smoke Investigations, etc...)												
14	8	9	21									52
Inspections												
24	15	42	30									111
Follow-up Inspections / Investigations												
5	4	6	26									41
Warrant Service / Arrests / Citations / Warnings												
4	7	4	11									26
New Permits / Plan Reviews / Submittal Meetings / CO's												
6	11	20	12									49
ACTIVITY TOTALS												374

Monthly Revenue Deposits

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
\$5,700	\$2,900	\$13,347	\$7,988									\$29,935
												TOTAL

Kaufman County Treasurer Monthly Report

January 1, 2019 through January 31, 2019

Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Fund 10 General Fund	\$15,599,708.23	\$15,406,228.78	(\$4,506,557.73)	\$26,499,379.28
Fund 10 TexPool	\$165,229.75	\$365.82	\$0.00	\$165,595.57
Cash Total-Fund 10				<u>\$26,664,974.85</u>

Monthly Cash Summary-Other Funds

Construction Projects-44	\$0.01	\$0.00	\$0.00	\$0.01
2015 Bond I&S-61	\$184,001.74	\$122,301.41	\$0.00	\$306,303.15
Jail Const I&S-62	\$885,474.86	\$637,781.42	\$0.00	\$1,523,256.28
SIB I&S Debt-63	\$58,022.65	\$41,890.33	\$0.00	\$99,912.98
Road Bond I&S-64	\$1,243,704.34	\$841,800.22	\$0.00	\$2,085,504.56
Road Bond-128	\$1,563,679.22	\$549.72	(\$104,600.96)	\$1,459,627.98

Interest Earned During Period Covered By This Report

Interest on accounts in ANB	\$12,458.47
Interest on TexPool investments	\$41,506.32
Total Interest Earned During Period:	<u>\$53,964.79</u>

American National Bank's Collateralization of County Funds

All Funds in ANB as of end of the month:	\$56,049,445.49
Total Market Value of Securities Pledged by ANB:	\$67,947,614.77
Securities pledged as a percentage of total funds	121.23%

Certified by:


Karen MacLeod, Kaufman County Auditor

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

by:


Chuck Mohnkern, Kaufman County Treasurer

This report was presented to Commissioners' Court of Kaufman County, Texas, on the 27th Day of February, 2019.

Hal Richards, Kaufman County Judge

Michael David Hunt, Commissioner, Precinct #1

Skeet Phillips, Commissioner, Precinct #2

Terry Barber, Commissioner, Precinct #3

Ken Cates, Commissioner, Precinct #4

Pledge Security Listing

January 31, 2019

ID	CUSIP	Description	Safeskeeping Location	Safeskeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	ASC 320	Face Amount	Current Par	Current Book Value	Market Value	Gain/Loss
KAUFMAN COUNTY																
663	31417MC68	FN AC2792	PHLB - Dallas	1021000088	4.00	10/01/2024		AAA	AA+	AAA	AFS	20,000,000	1,150,391.60	1,157,975.74	1,174,193.47	16,217.73
1053	98306AFV0	WYLE TX	PHLB - Dallas	1021000684	3.00	02/15/2022		Aa2	AA	NR	AFS	755,000	755,000.00	780,126.40	773,791.95	(6,334.45)
1313	852519MR1	STAFFORD TX MUD	PHLB - Dallas	1021000975	3.00	08/15/2025		Aaa	NR	NR	AFS	755,000	755,000.00	783,633.00	783,961.80	1,328.80
1314	852519MT7	STAFFORD TX MUD SCH DI	PHLB - Dallas	1021000976	3.00	08/15/2025	08/15/2024	Aaa	NR	NR	AFS	805,000	805,000.00	827,749.30	832,015.80	4,266.50
1315	509552B20	LAKE DALLAS TX ISD	PHLB - Dallas	1021000980	3.00	08/15/2021		NR	AAA	NR	AFS	825,000	825,000.00	849,659.25	844,365.00	(5,354.25)
1316	509552B38	LAKE DALLAS TX ISD	PHLB - Dallas	1021000981	3.00	08/15/2022		NR	AAA	NR	AFS	840,000	840,000.00	867,064.80	865,645.20	(1,419.60)
1317	509552B53	LAKE DALLAS TX ISD	PHLB - Dallas	1021000982	3.50	08/15/2024		NR	AAA	NR	AFS	900,000	900,000.00	953,451.00	963,162.00	9,711.00
1318	509552B61	LAKE DALLAS TX ISD	PHLB - Dallas	1021000983	3.50	08/15/2025	08/15/2024	NR	AAA	NR	AFS	210,000	210,000.00	220,796.10	222,471.90	1,675.80
1356	496782NU3	KINGSVILLE TX	PHLB - Dallas	1021001021	2.00	08/01/2020		NR	A+	NR	AFS	810,000	810,000.00	815,977.80	804,070.80	(11,907.00)
1390	095761D28	BOSGER TX ISD	PHLB - Dallas	1021001047	3.00	02/15/2024		NR	AAA	NR	AFS	650,000	650,000.00	676,247.00	676,273.00	26.00
1613	100110E24	BOSQUEVILLE TX ISD	PHLB - Dallas	1021001281	5.00	08/15/2024		Aaa	NR	NR	AFS	300,000	300,000.00	346,962.00	344,433.00	(2,529.00)
1614	100110F48	BOSQUEVILLE TX ISD	PHLB - Dallas	1021001282	5.00	08/15/2025		Aaa	NR	NR	AFS	325,000	325,000.00	381,758.00	379,060.50	(2,697.50)
1615	100110F96	BOSQUEVILLE TX ISD	PHLB - Dallas	1021001283	3.00	08/15/2026	08/15/2025	Aaa	NR	NR	AFS	340,000	340,000.00	355,422.40	351,230.20	(4,192.20)
1619	648839CG1	NEW SUMMERFIELD TX ISD	PHLB - Dallas	1021001363	3.00	08/15/2021		NR	AAA	NR	AFS	215,000	215,000.00	222,191.75	220,031.00	(2,160.75)
1620	648839CH9	NEW SUMMERFIELD TX ISD	PHLB - Dallas	1021001362	4.00	08/15/2022		NR	AAA	NR	AFS	220,000	220,000.00	235,745.40	234,181.20	(1,564.20)
1621	648839CJ5	NEW SUMMERFIELD TX ISD	PHLB - Dallas	1021001361	4.00	08/15/2023		NR	AAA	NR	AFS	205,000	205,000.00	222,703.80	221,693.15	(1,010.65)
1622	648839CQ2	NEW SUMMERFIELD TX ISD	PHLB - Dallas	1021001360	4.00	08/15/2024		NR	AAA	NR	AFS	190,000	190,000.00	208,781.50	207,747.90	(1,033.60)
1623	648839CLO	NEW SUMMERFIELD TX ISD	PHLB - Dallas	1021001359	4.00	08/15/2025		NR	AAA	NR	AFS	250,000	250,000.00	277,440.00	276,462.50	(977.50)
1624	648839CNC	NEW SUMMERFIELD TX ISD	PHLB - Dallas	1021001358	4.00	08/15/2026	08/15/2025	NR	AAA	NR	AFS	260,000	260,000.00	287,188.20	284,208.60	(2,979.60)
1629	736845B11	PORTLAND TX SALES TAX R	PHLB - Dallas	1021001263	3.00	08/15/2020		NR	AA	NR	AFS	140,000	140,000.00	142,112.60	141,470.00	(642.60)
1630	736845B47	PORTLAND TX SALES TAX R	PHLB - Dallas	1021001264	3.00	08/15/2021	08/15/2021	NR	AA	NR	AFS	285,000	285,000.00	289,819.35	289,183.80	(635.55)
1631	736845B90	PORTLAND TX SALES TAX R	PHLB - Dallas	1021001265	4.00	08/15/2024	08/15/2023	NR	AA	NR	AFS	305,000	305,000.00	325,117.80	325,065.94	(51.86)
1632	736845B56	PORTLAND TX SALES TAX R	PHLB - Dallas	1021001266	4.00	08/15/2026	08/15/2024	NR	AA	NR	AFS	330,000	330,000.00	350,215.80	355,453.90	5,237.10
1636	217597Y62	COPPERAS COVE TX CITIS O	PHLB - Dallas	1021001415	3.00	08/15/2021		NR	AA	NR	AFS	285,000	285,000.00	294,886.65	291,307.05	(3,579.60)
1637	217597Y49	COPPERAS COVE TX CITIS O	PHLB - Dallas	1021001416	3.00	08/15/2026	08/15/2024	NR	AA	NR	AFS	305,000	305,000.00	316,946.20	314,433.65	(2,412.55)
1643	864609C16	SUDAN TX ISD	PHLB - Dallas	1021001357	2.00	02/15/2021		NR	AAA	NR	AFS	665,000	665,000.00	670,951.75	664,295.10	(6,656.65)
1644	5587531C4	MADISONVILLE TX CSO SC	PHLB - Dallas	1021001367	2.00	08/15/2021		NR	AAA	NR	AFS	100,000	100,000.00	100,739.00	99,632.00	(1,107.00)
1645	5587531D2	MADISONVILLE TX CSO SC	PHLB - Dallas	1021001368	2.00	08/15/2022		NR	AAA	NR	AFS	100,000	100,000.00	100,511.00	99,322.00	(1,189.00)
1646	5587531E0	MADISONVILLE TX CSO SC	PHLB - Dallas	1021001369	2.50	08/15/2023		NR	AAA	NR	AFS	400,000	400,000.00	409,524.00	406,732.00	(2,792.00)
1647	5587531F7	MADISONVILLE TX CSO SC	PHLB - Dallas	1021001370	3.00	08/15/2024		NR	AAA	NR	AFS	410,000	410,000.00	431,389.70	428,122.00	(3,267.70)
1648	5587531G5	MADISONVILLE TX CSO SC	PHLB - Dallas	1021001371	3.00	08/15/2025		NR	AAA	NR	AFS	420,000	420,000.00	442,978.20	439,051.20	(3,927.00)
1653	816587F99	SELMA TX	PHLB - Dallas	1021001345	2.00	08/01/2021		NR	AA	NR	AFS	280,000	280,000.00	282,595.60	279,319.60	(3,276.00)
1654	816587F07	SELMA TX	PHLB - Dallas	1021001346	2.00	08/01/2022		NR	AA	NR	AFS	445,000	445,000.00	447,701.15	442,775.00	(4,926.15)
1655	816587F85	SELMA TX	PHLB - Dallas	1021001347	2.00	08/01/2023		NR	AA	NR	AFS	460,000	460,000.00	461,637.60	457,074.40	(4,563.20)
1656	816587F08	SELMA TX	PHLB - Dallas	1021001348	2.50	08/01/2026	08/01/2025	NR	AA	NR	AFS	495,000	495,000.00	501,930.00	498,410.55	(3,519.45)
1835	922493F53	WALLER TX ISD	PHLB - Dallas	1021001557	4.00	02/15/2027	02/15/2025	Aaa	NR	NR	AFS	1,830,000	1,830,000.00	2,026,212.60	1,988,295.00	(37,917.60)
2000	116079G84	BROWNSWOOD TX ISD	PHLB - Dallas	1021001774	4.00	08/15/2028	02/15/2027	NR	AAA	NR	AFS	1,425,000	1,425,000.00	1,604,094.00	1,563,210.75	(40,883.25)
2047	31418CS07	FN M3215	PHLB - Dallas	1021001838	3.50	11/01/2037		AAA	AA+	AAA	AFS	4,000,000	3,650,288.84	3,783,398.13	3,678,944.61	(104,453.52)
2049	31400Q735	FN C40729	PHLB - Dallas	1021001835	3.50	11/01/2037		AAA	AA+	AAA	AFS	7,539,960	6,730,078.80	7,019,990.05	6,782,909.91	(237,080.13)
2058	31288B089	F6 C31912	PHLB - Dallas	1021002030	3.00	02/01/2037		AAA	AA+	AAA	AFS	7,000,000	5,862,152.45	5,806,206.15	5,796,496.40	(9,709.75)

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledge Security Listing

January 31, 2019

ID	CUSIP	Description	Safetyspeing Location	Safetyspeing Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	ASC 320	Face Amount	Current Par	Current Book Value	Market Value	Gains(Loss)
KAUFMAN COUNTY																
2083	3128MDY23	FG G15029	FHLB - Dallas	1308048067	2.50	03/01/2024		AAA	AA+	AAA	AFS	2,500,000	844,765.42	845,181.10	837,390.30	(7,790.80)
2084	3138EP3R3	FN AL7107	FHLB - Dallas	1308048092	2.50	11/01/2024		AAA	AA+	AAA	AFS	2,335,000	796,780.08	798,810.08	789,460.95	(9,349.13)
2087	3141BESL1	FN MA2322	FHLB - Dallas	1308048107	2.50	07/01/2025		AAA	AA+	AAA	AFS	2,250,000	970,546.57	973,087.79	959,884.57	(13,213.22)
2097	3138EQ2D3	FN AL7971	FHLB - Dallas	1308048093	4.00	01/01/2027		AAA	AA+	AAA	AFS	2,000,000	965,270.70	1,009,071.32	990,782.57	(18,288.75)
2098	3138ETV6	FN AK3263	FHLB - Dallas	1308048087	3.00	02/01/2027		AAA	AA+	AAA	AFS	3,715,000	1,103,108.88	1,122,771.09	1,104,628.30	(18,142.79)
2129	361760N6	G2 BK3893			5.50	11/20/2048		AAA	AA+	AAA	AFS	26,222,195	26,164,642.53	27,271,844.25	27,465,025.25	183,181.00
Total for KAUFMAN COUNTY												95,497,155	65,773,026.87	68,299,506.40	67,947,614.77	(351,891.62)

Period Ending: 01/2019

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
010-0000-101	GENERAL FUND - CASH	15,599,708.23	15,406,228.78	-4,506,557.73	26,499,379.28
011-0000-101	REGIONAL CALL CTR CONST. CASH	.00	.00	.00	.00
016-0000-101	INDIGENT HEALTH CARE	26,226.19	102,182.04	-53,855.12	74,553.11
019-0000-101	KAUFMAN CO EMERGENCY SHELTER	-34,425.76	86,955.11	-62,287.01	-9,757.66
020-0000-101	MAIN ROAD & BRIDGE CASH	4,172,796.12	3,927,724.50	-4,102,968.75	3,997,551.87
021-0000-101	R&B PCT 1 CASH	1,034,239.74	1,066,511.43	-173,162.28	1,927,588.89
022-0000-101	R&B PCT 2 CASH	1,315,843.48	738,523.77	-80,254.92	1,974,112.33
023-0000-101	R&B PCT 3 CASH	-104,537.20	1,066,727.97	-210,972.99	751,217.78
024-0000-101	R&B PCT 4 CASH	201,256.38	1,230,465.57	-231,026.24	1,200,695.71
025-0000-101	LAW LIBRARY CASH	185,599.75	5,873.68	-7,448.16	184,025.27
026-0000-101	EC LIBRARY CASH	1,147.11	63,750.00	-15,141.28	49,755.83
027-0000-101	GENERAL ROW CASH	5,390.76	.00	.00	5,390.76
028-0000-101	LAKE DAM MAINTENANCE CASH	8,037.53	.00	.00	8,037.53
029-0000-101	CRIMINAL JUSTICE CASH	300,203.92	111,467.98	-289,546.21	122,125.69
030-0000-101	VOTER REGISTRATION CASH	8,785.08	2.33	.00	8,787.41
031-0000-101	PROGRATE EDUCATION CASH	6,506.20	145.00	.00	6,651.20
032-0000-101	INSURANCE CASH	.00	.00	.00	.00
033-0000-101	COMMUNITY CORRECTION CASH	105,435.04	.00	-22,575.70	82,859.34
034-0000-101	ADULT PROBATION CASH	900,455.26	74,367.62	-69,111.69	905,711.19
035-0000-101	JUVENILE PROBATION CASH	159,063.52	211,273.94	-102,965.60	267,371.86
036-0000-101	APPELLATE JUSTICE CASH	22,162.27	832.12	.00	22,994.39
037-0000-101	INTENSIVE SUPERV. CASH	.00	.00	.00	.00
038-0000-101	JUV PROBATION DIVERSION CASH	200.00	40.00	-40.00	200.00
039-0000-101	VEHICLE IMPOUND CASH	.00	.00	.00	.00
040-0000-101	JUV PROBATION FES CASH	8,488.73	416.00	-2,788.84	6,115.89
041-0000-101	SEX OFFENDER CASH	.00	.00	.00	.00
042-0000-101	RECORDS MGMT CASH	271,818.67	26,880.71	-11,512.58	287,186.80
043-0000-101	LIBRARY MEMORIAL CASH	3,282.39	.00	.00	3,282.39
045-0000-101	COURTHOUSE SECURITY CASH	192,788.88	5,959.60	-14,536.00	184,212.48
046-0000-101	CCT RECORDS MGMT CASH	59,552.63	2,274.05	.00	61,826.68
047-0000-101	DC RECORDS MGMT CASH	83,931.60	2,694.49	.00	86,626.09
048-0000-101	PCT 1 SW CONV CASH	20,174.62	5,254.00	-5,826.11	19,602.51
049-0000-101	FIRE CODE CASH	195,522.81	6,655.00	-18,850.00	183,327.81
050-0000-101	REGIONAL IC99 GRANT CASH	.00	.00	.00	.00
051-0000-101	JUV IV-E PROBATION CASH	35,976.55	.00	.00	35,976.55
052-0000-101	JPO STATE AID LVL 1-3 CASH	.00	.00	.00	.00
053-0000-101	CCL DIVERSION CASH	52,977.33	2,107.39	.00	55,084.72
054-0000-101	422ND DIVERSION COURT CASH	43,158.68	1,871.39	.00	45,030.07
055-0000-101	VETERAN'S COURT PROGRAM CASH	3,176.90	20.00	.00	3,196.90
056-0000-101	DANGEROUS ANIMAL CASH	8,950.00	.00	.00	8,950.00
057-0000-101	STAR PROGRAM CASH	.00	.00	.00	.00
059-0000-101	JUV INHOME SERV GRANT CASH	.00	.00	.00	.00
060-0000-101	JUSTICE CRT BLDG SECURITY CASH	17,924.07	768.52	.00	18,692.59
065-0000-101	TOBACCO SETTLEMENT CASH	.00	.00	.00	.00
070-0000-101	COMMUNITY SERV BOOT CAMP CASH	.00	.00	.00	.00

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
072-0000-101	ADDICTION RECOVERY CASH	-13.86	.00	.00	-13.86
074-0000-101	ADDICTION RECOVERY PROGRAM CASH	.00	.00	.00	.00
087-0000-101	JUVENILE CASE MANAGER CASH	1,983.41	.00	.00	1,983.41
100-0000-101	TIPS LIBRARY GRANT CASH	.00	.00	.00	.00
103-0000-101	GATES FOUNDATION GRANT CASH	.00	.00	.00	.00
104-0000-101	LOAN STAR LIBRARY CASH	.00	.00	.00	.00
105-0000-101	Cash	.00	.00	.00	.00
106-0000-101	TASK FORCE ID CASH	.00	.00	.00	.00
107-0000-101	TECH UPGRADE PROJECT CASH	.00	.00	.00	.00
108-0000-101	2006 DJ BY 1061 CASH	.00	.00	.00	.00
109-0000-101	TECHNOSE TRAINING CASH	40,581.63	.00	-330.00	40,251.63
110-0000-101	CO & DIST CTR TECH CASH	7,162.62	361.21	-3,829.80	3,694.03
111-0000-101	ORCA DISASTER GRANT CASH	.00	.00	.00	.00
112-0000-101	JP TECHNOLOGY CASH	235,324.56	3,089.73	-766.14	237,648.15
113-0000-101	RECORDS ARCHIVE CASH	178,752.38	23,280.00	-75.78	201,956.62
114-0000-101	Cash	.00	.00	.00	.00
115-0000-101	J FRANK DORR LIBRARY CASH	.00	.00	.00	.00
117-0000-101	SCAAP DIVERSITY CASH	2,188.89	35,722.00	.00	37,910.89
119-0000-101	2012 DJ BY 0406 TASTER CASH	.00	.00	.00	.00
120-0000-101	KC ESSENTIALS GRANT CASH	.00	.00	.00	.00
121-0000-101	K20 MITIGATION CASH	.00	.00	.00	.00
122-0000-101	ENR 2011SS00019 CASH	.00	.00	.00	.00
123-0000-101	TAX ASSESSOR ADMIN FTE CASH	9,739.94	.00	.00	9,739.94
124-0000-101	JUVENILE GRANT N CASH	.00	.00	.00	.00
125-0000-101	EMISSIONS ENFORCEMENT CASH	15,860.22	.00	.00	15,860.22
126-0000-101	2013 DVX0645 CASH	.00	.00	.00	.00
127-0000-101	CAPITAL MURDER GRANT CASH	.00	.00	.00	.00
130-0000-101	ENS GRANT - CASH	.00	.00	.00	.00
131-0000-101	CHERTZ GRANT CASH	.00	.00	.00	.00
132-0000-101	DEFENSE EXPENSES CASH	.00	.00	.00	.00
133-0000-101	ENHANCEMENT GRANT CASH	.00	.00	.00	.00
134-0000-101	TRAFFIC STUDY CASH	.00	.00	.00	.00
999-0000-101	FOOLED CASH	25,403,377.29	19,679,756.39	-5,455,749.37	39,627,384.31
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		50,806,754.56	43,890,192.32	15,442,178.28	79,254,768.60

**** NOTE: Grand totals include only asset accounts.

10:57 02/11/19

Cash Receipts & Disbursements

Fund: 12 WIRE TRANSFER FUND

Period Ending: 01/2019

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
013-0000-101	WIRE TRANSFER FUND	2,838.66	1.04	.00	2,839.70
013-0000-101	ISO FEDERAL SEIZED CASH	31,752.35	.00	-3,579.10	28,173.25
014-0000-101	ISO ASSET FORFEITURE CASH	39,540.51	.00	.00	39,540.51
015-0000-101	D.A. ASSET FORFEITURE FUND	78,605.59	2,544.20	-12,023.87	69,125.92
044-0000-101	CONSTRUCTION PROJECTS - CASH	.01	.00	.00	.01
058-0000-101	PCT 4 CONSTABLE SEIZED CASH	4,382.63	1.60	.00	4,384.23
061-0000-101	SERIES 2015 BOND IAS CASH	184,001.74	122,301.41	.00	306,303.15
062-0000-101	JAIL CONSTRUC. IAS DEBT CASH	885,474.86	637,781.42	.00	1,523,256.28
063-0000-101	SIX IAS DEBT CASH	58,022.65	41,890.33	.00	99,912.98
064-0000-101	ROAD BOND DEBT CASH	1,243,704.34	841,800.22	.00	2,085,504.56
071-0000-101	LEVY IMPROVEMENT DIST. 1 CASH	65,266.64	23.84	.00	65,290.48
073-0000-101	LEVY DISTRICT 5 CASH	17,447.64	6.37	.00	17,454.01
075-0000-101	CASH	204,800.00	50,000.00	-710.00	254,090.00
077-0000-101	LEVY DIST 15 CASH	175.42	.00	.00	175.42
078-0000-101	TIGER CASH	19,872.02	7.26	.00	19,879.28
079-0000-101	BOIS D'ARC ISLAND CASH	7,167.37	.00	.00	7,167.37
080-0000-101	JURY CASH	14,355.81	15,010.79	-3,210.00	26,156.60
081-0000-101	HISTORICAL COMM. CASH	20,940.43	1,707.92	-1,150.97	21,497.38
082-0000-101	PARK MUSEUM CASH	6,955.15	1,703.10	.00	8,658.25
084-0000-101	KC ACH CASH	13,236.00	139.93	.00	13,375.93
085-0000-101	PAYROLL ACCOUNT CASH	1,749.23	2,473,082.17	-2,473,021.21	1,810.19
086-0000-101	EMPLOYEE SAVINGS CASH	84.06	48,487.79	-390.00	48,181.85
089-0000-101	JP 1 FEE CASH	35,809.95	49,638.53	-32,562.43	52,886.05
090-0000-101	JP 2 FEE CASH	24,612.05	30,150.37	-24,194.47	30,567.95
091-0000-101	JP 3 FEE CASH	53,707.84	64,566.27	-37,069.15	81,204.76
092-0000-101	JP 4 FEE CASH	23,809.32	58,011.15	-22,878.22	58,942.25
101-0000-101	LEVY DIST 6 CASH	69,016.08	25.20	.00	69,041.28
128-0000-101	2014 ROAD BOND CASH	1,563,679.22	549.72	-104,600.96	1,459,627.98
135-0000-101	SERIES 2015 BOND CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	25,403,377.29	19,679,756.39	-5,455,749.37	39,627,384.31
999-0005-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		30,074,384.66	24,119,187.02	8,171,139.75	46,022,431.93

**** NOTE: Grand totals include only asset accounts.

GROUP SUMMARY ANALYSIS

Kaufman County
Treasurer
General Fund
ATTN: Debbie Graham
100 N Washington St
Kaufman TX 75142-2051

OFFICER: Steve Robertson
PHONE NO: (800) 837-6584
BRANCH: 6

DATE PREPARED 2/01/19
DAYS IN STATEMENT CYCLE 31
Public Funds Analysis Checking

AVERAGE DAILY LEDGER BALANCE 51,506,300.23
LESS AVERAGE DAILY FLOAT 4,480,346.71
AVERAGE DAILY COLLECTED BALANCE 47,025,953.52
LESS REQUIRED RESERVES 4,702,595.35
AVERAGE NET COLLECTED BALANCE 42,323,358.17
10.000%

EARNINGS ON

\$42,323,358.17
AT .250000% 8,986.46

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
Maintenance Fee	1	15.0000	15.00	70,645.16
Debits	1721	.1500	258.15	1,215,803.23
Credits	974	.3500	340.90	1,605,529.03
On Us Items Deposited	3534	.1200	424.08	1,997,280.00
Transit Items Local	13845	.1200	1,661.40	7,824,658.06
Chargeback Fee	14	6.3900	89.46	421,327.74
Positive Pay Fee	1	50.0000	50.00	235,483.87
Wire Transfer - Domestic	1	15.0000	15.00	70,645.16
ACH Origination Batch Fee	24	10.0000	240.00	1,130,322.58
ACH Originated Items Fee	1863	.1200	223.56	1,052,895.48
Cash Management Fee Monthly	4	25.0000	100.00	470,967.74
Stop Payment Fee	5	32.9700	164.85	776,390.32
Debits - Electronic	81	.1200	9.72	45,778.06
Credits - Electronic	908	.1200	108.96	513,166.45
Recleared Item	14	6.3900	89.46	421,327.74
Rolled Coin	143	.0600	8.58	40,409.03
Currency Straps	25	.3500	8.75	41,209.68
A Direct Way Fee Per Location	19	50.0000	950.00	4,474,193.55
Domestic (WEB) Wire Outgoing	3	10.0000	30.00	141,290.32
ACH Debit Block w/Filter	2	25.0000	50.00	235,483.87
ACH Debit Blocks Per Account	1	15.0000	15.00	70,645.16
ARP Full Recon Per Account	3	75.0000	225.00	1,059,677.42
Pos Pay Exceptions Reported	41	1.0000	41.00	193,096.77
Positive Pay Monthly Fee	31	35.0000	1,085.00	5,110,000.00
ACH Positive Pay Monthly Fee	30	30.0000	900.00	4,238,709.68
ACH Positive Pay Exceptions	4	1.0000	4.00	18,838.71
TOTAL SERVICES AND REQUIRED BALANCES				33,475,774.81
CURRENT MONTH NET OVERAGE				1,878.59

LAST PAGE

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
GENERAL FUND
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2019 - 01/31/2019

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000012369

TexPool Update

Do you need to make direct payments to your Vendors? Use the Vendor Payment Instructions Form to update instructions for your account. Simplify your payment process today! Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$165,229.75	\$0.00	\$0.00	\$365.82	\$165,595.57	\$165,241.55
Total Dollar Value	\$165,229.75	\$0.00	\$0.00	\$365.82	\$165,595.57	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2019)	Share Price (01/31/2019)	Shares Owned (01/31/2019)	Market Value (01/31/2019)
TexPool Prime	590/7878000001	\$165,229.75	\$1.00	165,595.570	\$165,595.57
Total Dollar Value		\$165,229.75			\$165,595.57

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000001	\$365.82	\$365.82
Total		\$365.82	\$365.82

Transaction Detail

TexPool Prime

Pool/Account: 590/7878000001

Participant: KAUFMAN COUNTY

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2019	01/01/2019	BEGINNING BALANCE	\$165,229.75	\$1.00		165,229.750
01/31/2019	01/31/2019	MONTHLY POSTING	\$365.82	\$1.00	365.820	165,595.570
Account Value as of 01/31/2019			\$165,595.57	\$1.00		165,595.570

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
CONSTRUCTION PROJECT
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2019 - 01/31/2019

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000015150

TexPool Update

Do you need to make direct payments to your Vendors? Use the Vendor Payment Instructions Form to update instructions for your account. Simplify your payment process today! Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$168.80	\$0.00	\$0.00	\$0.31	\$169.11	\$168.81
Total Dollar Value	\$168.80	\$0.00	\$0.00	\$0.31	\$169.11	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2019)	Share Price (01/31/2019)	Shares Owned (01/31/2019)	Market Value (01/31/2019)
TexPool Prime	590/7878000005	\$168.80	\$1.00	169.110	\$169.11
Total Dollar Value		\$168.80			\$169.11

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000005	\$0.31	\$0.31
Total		\$0.31	\$0.31

Transaction Detail

TexPool Prime

Pool/Account: 590/7878000005

Participant: KAUFMAN COUNTY

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2019	01/01/2019	BEGINNING BALANCE	\$168.80	\$1.00		168.800
01/31/2019	01/31/2019	MONTHLY POSTING	\$0.31	\$1.00	0.310	169.110
Account Value as of 01/31/2019			\$169.11	\$1.00		169.110

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND FUND
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2019 - 01/31/2019

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000021205

TexPool Update

Do you need to make direct payments to your Vendors? Use the Vendor Payment Instructions Form to update instructions for your account. Simplify your payment process today! Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$18,582,728.08	\$0.00	\$0.00	\$41,139.88	\$18,623,867.96	\$18,584,055.17
Total Dollar Value	\$18,582,728.08	\$0.00	\$0.00	\$41,139.88	\$18,623,867.96	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2019)	Share Price (01/31/2019)	Shares Owned (01/31/2019)	Market Value (01/31/2019)
TexPool Prime	590/7878000006	\$18,582,728.08	\$1.00	18,623,867.960	\$18,623,867.96
Total Dollar Value		\$18,582,728.08			\$18,623,867.96

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000006	\$41,139.88	\$41,139.88
Total		\$41,139.88	\$41,139.88

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000006

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2019	01/01/2019	BEGINNING BALANCE	\$18,582,728.08	\$1.00		18,582,728.080
01/31/2019	01/31/2019	MONTHLY POSTING	\$41,139.88	\$1.00	41,139.880	18,623,867.960
Account Value as of 01/31/2019			\$18,623,867.96	\$1.00		18,623,867.960

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND I & S
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2019 - 01/31/2019

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000021206

TexPool Update

Do you need to make direct payments to your Vendors? Use the Vendor Payment Instructions Form to update instructions for your account. Simplify your payment process today! Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$155.45	\$0.00	\$0.00	\$0.31	\$155.76	\$155.46
Total Dollar Value	\$155.45	\$0.00	\$0.00	\$0.31	\$155.76	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2019)	Share Price (01/31/2019)	Shares Owned (01/31/2019)	Market Value (01/31/2019)
TexPool Prime	590/7878000007	\$155.45	\$1.00	155.760	\$155.76
Total Dollar Value		\$155.45			\$155.76

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000007	\$0.31	\$0.31
Total		\$0.31	\$0.31

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000007

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2019	01/01/2019	BEGINNING BALANCE	\$155.45	\$1.00		155.450
01/31/2019	01/31/2019	MONTHLY POSTING	\$0.31	\$1.00	0.310	155.760
Account Value as of 01/31/2019			\$155.76	\$1.00		155.760

**INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
KAUFMAN COUNTY
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE
AGREEMENTS**

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I
CONTRACTING PARTIES**

DIR CUSTOMER: Kaufman County

PERFORMING AGENCY: Department of Information Resources

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. SCP(s) will respond with a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service. DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of

this ILC and the relevant Shared Services Contract(s). Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than SCP Laws, that pertain to any part of DIR Customer's business that is supported by SCPs under the DIR Shared Services Contracts, and DIR

will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.
- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or

termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. This form may be revised and updated by DIR Customer as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

SECTION VII MISCELLANEOUS PROVISIONS

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond

to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Teressa Floyd
Title: Chief Deputy
Address: 100 N. Washington, Kaufman, TX 75142
Telephone: 469-376-4686
Email: teressa@kaufmancounty.net

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of

this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: KAUFMAN COUNTY

By: _____

Printed Name: Hal Richards

Title: County Judge

Date: _____

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: _____

Printed Name: Sally Ward

Title: Director, Program Planning and Governance

Date: _____

Legal: _____

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B
Additional Confidentiality Requirements

None

Department of Information Resources

Shared Technology Services Program Brief

Program Objectives

DIR's Shared Technology Services Program objective is to enable organizations access to managed IT as a service, allowing Customers to focus resources on supporting their mission and business functions rather than directly managing IT services.

- Increase the level of IT maturity across the state by creating a consistent IT landscape with a robust service management framework.
- Continually develop and deploy Shared Technology Services solutions based on business needs and values.
- Provide improved customer relationships and operational efficiencies, optimized delivery of services, and integrated operations.

Program Highlights

Collaborative

This shared service environment drives collaboration between DIR, Service Component Providers (SCPs), and DIR customers while the program governance, systems, and tools provide a high level of visibility and control over service delivery. Shared Technology Services are provided through a shared, collaborative governance model which provides a set of defined interactions, expectations, decisions, roles, and processes that guide the governance of the program, facilitate effective resolution of issues, and enables strategic decision making. Services are administered through established processes based on an Information Technology Infrastructure Library (ITIL) methodology, ensuring the use of standardized, repeatable processes and best practices.

Competitive

Shared Technology Services are competitively procured and contracted by DIR. Contracts include negotiated service level requirements, terms and conditions, price, and reporting requirements.

Comprehensive Service Management

A Multi-sourcing Services Integrator (MSI) provides a next-generation digital platform utilized by the DIR shared services SCPs and customers. This platform includes services level management, service desk support, constituent help desk support, program management, business continuity, disaster recovery testing and planning, marketplace functionality, performance analytics, and financial management. This centralized platform includes a Shared Technology Services Customer Portal which provides a secure, single point of access to the marketplace, tools, reports, data, newsletters, contacts, governance committee meeting documentation, enterprise calendars and other useful information.

Department of Information Resources

Shared Technology Services Program Brief

Program Oversight

DIR customers access all Shared Technology Services through the execution of a single Interagency Contract (IAC) or Interlocal Contract (ILC) that addresses general terms for access to all Shared Services. Individual services and terms specific to those services are provided upon Customer submitting a Request for Service.

DIR

DIR provides contract management for and oversight of the program.

Multi-sourcing Services Integrator (MSI)

The MSI acts to standardize processes, administer enterprise service components of the program, and maintain the Shared Services Customer Portal.

Service Component Provider (SCP)

All Shared Technology Services providers, referred to as SCPs (excluding the MSI), engage with customers to identify, propose, and implement service solutions to meet customer business needs.

Service Delivery Structure

Data Center Services (DCS) including Cloud Services¹

Infrastructure Managed Services, Public and Private Hybrid Cloud, Mainframe, Bulk Print/Mail, Disaster Recovery as a Service, Geographic Information Systems (GIS) Services, and Office 365

Managed Application Services (MAS)

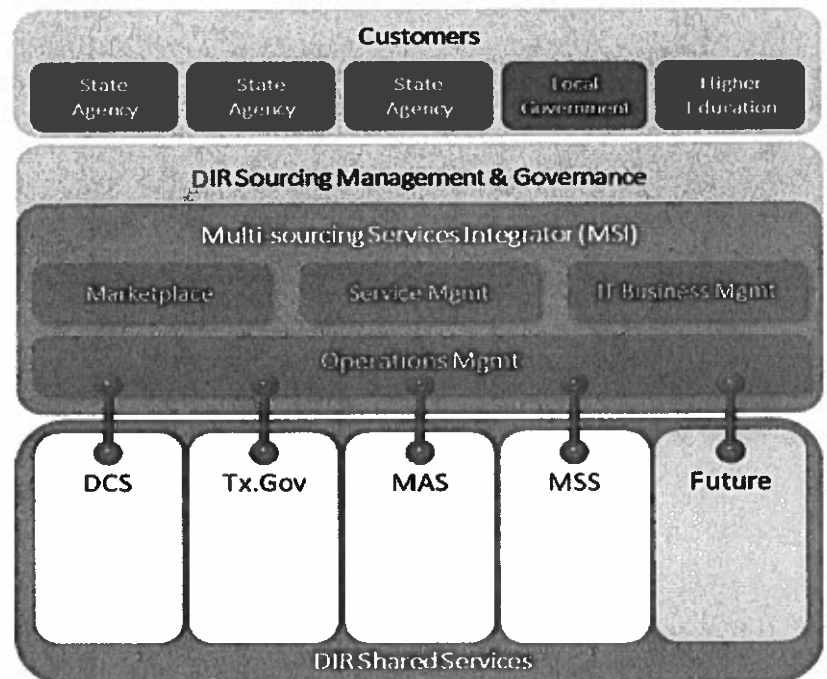
Application Maintenance Services, Application Development Services, and Managed Application Services Rate Card Resources

Managed Security Services (MSS)

Security Monitoring and Device Management (SMDM), Incident Response, and Risk and Compliance

Texas.gov Services

Application Development, Application Maintenance and Operations; and, Payment Services



¹ As stated in Texas Government Code 2054, designated DCS Customers are mandated to purchase data center services (mainframe, network, bulk print/mail, and server) through DIR's DCS Program. All other Shared Services offerings are discretionary.

The Texas Legislature has historically appropriated budget authority for Data Center Services (DCS) as a capital budget. As MAS and MSS are offered through the DCS program, DCS customers may choose to transfer budget from an operating account to their DCS capital budget. Customers should consult with their ACO or LBB analyst on the best approach for their organizations.

MANAGED SECURITY SERVICES TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

1. Conditions for Providing Security Services

1.1 Access

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

1.2 Network Control

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

1.3 Disclosure of Objectionable Material

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

1.4 No Warranties and Limitation of Liability

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

1.5 Service Interruption

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

1.6 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

2. DIR and DIR Customer Responsibilities

2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

2.2 Penetration Testing

2.2.1 DIR Customer agrees as follows to the extent penetration testing ("PT") is requested or required:

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

2.3 DIR Customer Compliance

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.

KAUFMAN COUNTY 2018-2019

JANUARY 2019

	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
GENERAL FUND	M&O	I&S	%	AMOUNT		%
Adjusted Tax Levy Roll	\$38,265,255.60	\$4,462,939.96	100.00%	\$2,099,006.36	100.00%	
Amount to be collected	\$6,207,866.99	\$723,925.18	16.22%	\$1,715,434.22	81.73%	
Amount collected this month	\$13,977,831.23	\$1,629,518.47		\$126,545.87		
Taxes collected year to date	\$32,057,388.61	\$3,739,014.78	83.78%	\$383,572.14	18.27%	
Penalty & Interest collected	\$368.10	\$42.93		\$75,856.68		
SIT Overage	\$6,996.57	\$0.00		\$0.00		
TOTAL COLLECTIONS YEAR TO DATE	\$32,064,753.28	\$3,739,057.71		\$459,428.82		
TOTAL M&O AND I&S COLLECTIONS YTD	\$35,803,810.99					
Rollback Taxes collected this month	\$45,325.63					
Rollback Taxes collected year to date	\$189,019.31					
Attorney Fees collected	\$0.00			\$50,979.94		

KAUFMAN COUNTY ROAD & BRIDGE 2018-2019

JANUARY 2019

	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
	AMOUNT		%	AMOUNT		%
Adjusted Tax Levy Roll	\$9,525,294.13		100.00%	\$345,622.87	100.00%	
Amount to be collected	\$1,525,616.55		16.02%	\$278,287.82	80.52%	
Amount collected this month	\$3,495,351.76			\$22,402.82		
Taxes collected year to date	\$7,999,677.58		83.98%	\$67,335.05	19.48%	
Penalty & Interest collected	\$94.45			\$13,047.46		
SIT Overage	\$1,607.74			\$0.00		
TOTAL COLLECTIONS YEAR TO DATE	\$8,001,379.77			\$80,382.51		
Rollback Taxes collected this month	\$7,786.34					
Rollback Taxes collected year to date	\$32,655.11					
Attorney Fees collected	\$0.00			\$9,491.65		