

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



FILED FOR RECORD
KAUFMAN CO. TEXAS

2019 MAR -8 PM 3:04

LAURA A. HUGHES
COUNTY CLERK

BY: lv
DEPUTY

Notice is hereby given that a special meeting of the Kaufman County Commissioners' Court will be held on **Thursday, March 14, 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** accepting Star Transit's Ridership Reports for February 2019 and Second Quarter.
 - B. **Discuss/Consider** accepting Commissioners Court Meeting Minutes for March 6, 2019.
3. **Constable Mayfield; Discuss/Consider** accepting the Racial Profiling Report for Constable Pct. 1.
4. **Nathan Collins; Discuss/Consider** a title change and budget transfer for the Information Technology Department.
5. **Mike Slye; Discuss/Consider** the Amended Interlocal Agreement continuing Kaufman County's Participation in the Kaufman TIRZ #1 Program.
6. **Lareta Williams; Discuss/Consider** approving current members for Shelter Operations Board of Directors.
7. **Randy Richards; Present/Accept** the Fire Marshal's Office Monthly Activity Report for February 2019.
8. **Brenda Samples; Present/Accept** Tax Assessor-Collector's Monthly Report for February 2019.
9. **Raylan Smith; Discuss/Consider** purchase of a 2019 Ford Transit Van, including Cap Fleet Upfitters equipment and installation in the amount of \$64,666.00 from Caldwell Country Ford, utilizing Buyboard Contract #521-16 for Kaufman County Sheriff's Department.
10. **Raylan Smith; Discuss/Consider** Receipt, Transfer, and Disposal of County Owned Assets.
11. **Discuss/Approve** dates for Annual County Wide Clean-up, and setting locations.

12. **Commissioner Phillips; Discuss/Consider** entering into Interlocal Agreement for Traffic Regulation in Kaufman County Municipal Utility District No. 4; pursuant to Section 791.036 of the Texas Government Code.
13. **Rebecca Lundberg; Discuss/Consider** Resolution approving April 7th - 13th, 2019 as National Crime Victims' Rights Week and April 10th, 2019 as National Crime Victims' Day in Kaufman County, Texas.
14. **Discuss/Consider** approving Resolution creating a Census 2020 Complete County Committee to plan and conduct local educational initiatives, publicity and promotional activities to increase community awareness and participation in Census 2020.
15. **To Present/Accept** Auditor's Monthly Report for February 2019.
16. **Discuss/Consider** line item transfers.
17. **Discuss/Consider** claims for payment.
18. **Discuss/Consider** exiting special meeting and entering into executive session.
19. **Executive Session:** Pursuant to Section 551.071 of the Texas Government Code, the Commissioners Court will meet in closed session to consider pending or contemplated litigation subjects or settlement offers. The following cases/subjects may be discussed:
Brown v. Robert Hawkins, et al – filed Cause No. DC1818247
John Bohmer vs. Kaufman County Constable Pct. 2 – SOAH Docket No. 407-16-4788.F5
Kaufman County vs. Jimmy Davis and TWC – filed Cause No. 2017-027
Kaufman County vs. Purdue Pharma, et al – Civil Action No. 3:18-cv-02270
Lassiter vs. Kaufman County Commissioners Court – filed Cause No. 100368-CC2
Winzer vs. Kaufman County – Civil Action No. 3:15-CV-01284-N
20. **Executive Session:** Pursuant to Section 551.074 of the Texas Government Code, the Commissioners Court will meet in closed session to discuss the Information Technology Director Position.
21. **Discuss/Consider** exiting executive session and entering back into special meeting.
22. **Discuss/Consider** taking any action needed as a result of executive session.
23. **Rebecca Lundberg; Discuss/Consider** entering into revised retainer agreement with Ferrer Poirot & Wansbrough, Fears Nachawati, Aaron L. Wiley, Roger L. Mandel, and McNamee Hosea; regarding legal services for opioid litigation; Civil Action No. 3:18-cv-02270.
24. **Rebecca Lundberg; Discuss/Consider** approving request for Texas Comptroller's review and approval of initial contingent fee legal services contract and amendment of such contract.
25. **Adjourn Special 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>

Security Devices or Security Audits	Gov't Code §551.076
Economic Development negotiations	Gov't Code §551.087

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

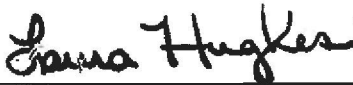
- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or*
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.*

Signed this the 8th day of March 2019.


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 8th day of March, 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: 

Deputy 



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

March 5, 2019

To: City of Terrell

From: Ashley Ando, Grant Director

RE: STAR Transit Second Quarter FY2019 Loop #803 Ridership Report

SECOND QUARTER TOTAL TRIPS FOR LOOP #803 = 227

Days of Service: January 1, 2019 – February 28, 2019, 40 Service Days

Holidays: 2 Days

January 1st

February 18th

MONTH	NO. OF SERVICE DAYS	TRIPS
DECEMBER	-	-
JANUARY	21	106
FEBRUARY	19	121
	40	227

2ND Q SERVICE TOTALS	
Unlinked Passenger Trips (UPT)	227
Vehicle Deadhead Hours (VDH)	40
Vehicle Revenue Hours (VRH)	374
Vehicle Service Hours (VSH)	414
Vehicle Deadhead Miles (VDM)	267
Vehicle Revenue Miles (VRM)	5,724
Vehicle Service Miles (VSM)	5,991
Days of Service	40

FY 2019 TOTAL RIDES TO DATE- **227**

March 5, 2019

To: City of Kaufman

From: Ashley Ando, Grant Director

RE: STAR Transit Second Quarter FY2019 Kaufman Trolley Ridership Report

TOTAL TRIPS FOR 2ND QUARTER = 771

Days of Service: December 1, 2018 – February 28, 2019, 60 Service Days

Holidays: 5 Days

December 24th & 25th

January 1st & 21st

February 18th

MONTH	NO. OF SERVICE DAYS	TRIPS
DECEMBER	20	277
JANUARY	21	251
FEBRUARY	19	243
	60	771

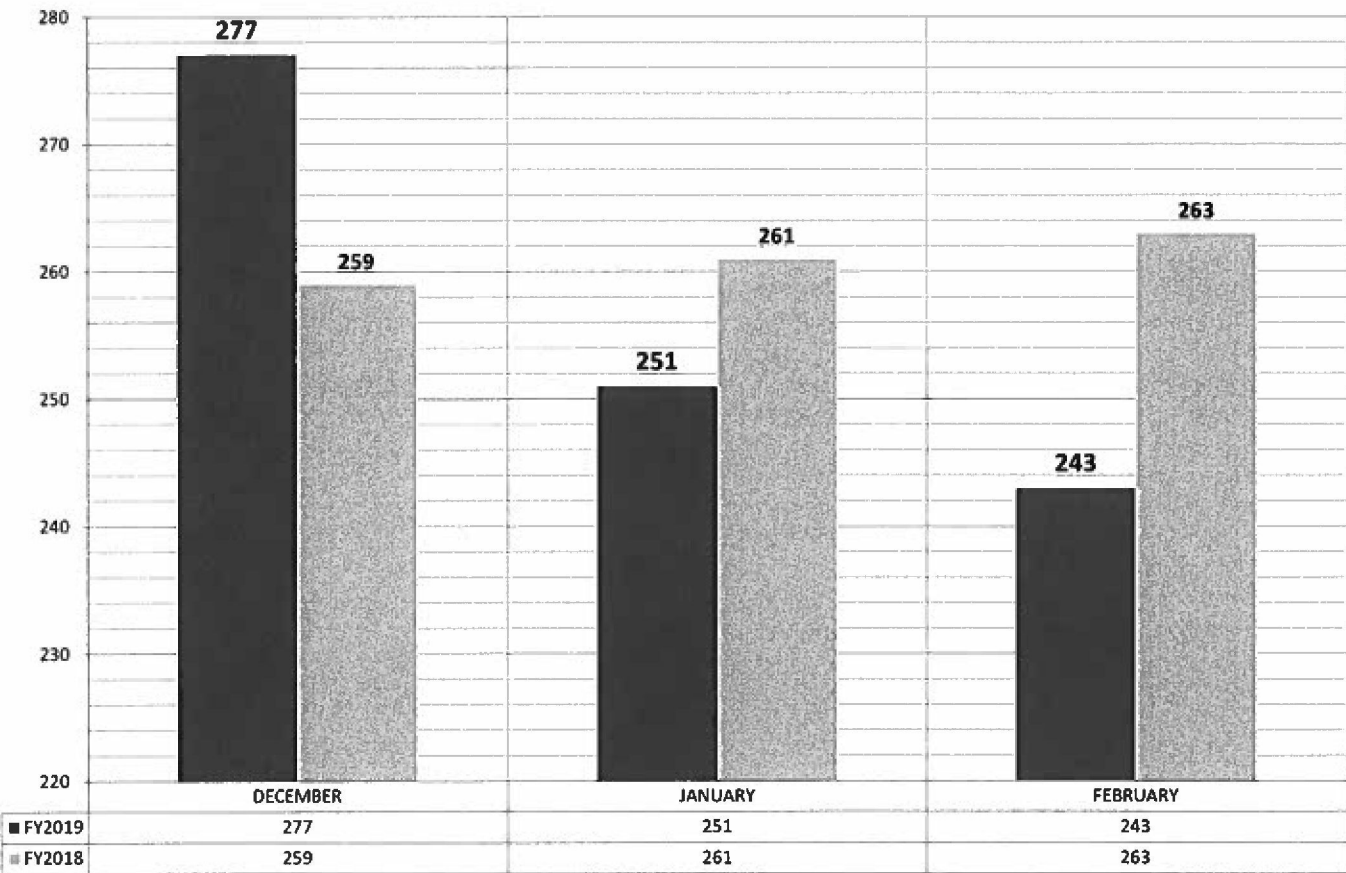
	2ND Q SERVICE TOTALS
Unlinked Passenger Trips (UPT)	771
Vehicle Deadhead Hours (VDH)	60
Vehicle Revenue Hours (VRH)	722
Vehicle Service Hours (VSH)	782
Vehicle Deadhead Miles (VDM)	260
Vehicle Revenue Miles (VRM)	8,677
Vehicle Service Miles (VSM)	8,937
Days of Service	60
Number of Holidays	3
Number of Bad Weather Days	0
Major Vehicle Breakdowns	1
Minor Vehicle Breakdowns	0
Number of Safety or Security Incidents	0

FY 2019 TOTAL RIDES TO DATE- 1,708

PRIOR YEAR FY 2018 2ND QUARTER TOTAL RIDES = 783 (2% DECREASE)



2ND QUARTER RIDERSHIP COMPARISON OF FY19 TO FY18



March 5, 2019

To: Kaufman County

From: Ashley Ando, Grant Director

Re: February 2019 Demand and Response Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
FEBRUARY	19	4,950

Non-Service Days: February 18th

	Trip Origin Total
COTTONWOOD	0
COMBINE	0
CRANDALL	48
FORNEY	536
GRAYS PRARIE	36
GUN BARRELL	4
HEARTLAND	57
KAUFMAN	487
KEMP	30
MABANK	62
OAK GROVE	21
OAK RIDGE	0
ROSSER	3
SCURRY	15
TERRELL	1,333
<i>Subtotal</i>	<i>2,632</i>

Terrell Senior Terraces	48
Terrell State Hospital	2,318

KAUFMAN COUNTY TOTALS	
TOTAL TRIPS	4,950
NO SHOW & CANCELS	854

FY 2019 TOTAL DEMAND RESPONSE RIDES TO DATE – 30,967

PRIOR YEAR FEBRUARY 2018 TRIP TOTAL = 4,688 (6% INCREASE)



O/R-KAUFMAN COUNTY	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
CHARTER	0	0	0	0	0	0	0	0	0	0	0	0	0
(UPT) Unlinked Passenger Trips	2,924	3,351	2,832	2,461	2,948	2,632							17,148
EDU	12	31	33	32	63	32							203
GOV	13	10	8	15	12	12							70
MDE	389	508	412	313	433	291							2,346
MED	580	784	630	544	738	628							3,904
NUR	0	0	0	0	0	0							0
NUT	364	430	334	307	357	292							2,084
OTH	1,120	880	860	657	703	746							4,966
SHP	162	325	200	289	281	216							1,473
WORK	284	383	355	304	361	415							2,102
	2,924	3,351	2,832	2,461	2,948	2,632	0	0	0	0	0	0	17,148

KAUF OR TOTAL (+TSH, Charter)	4,947	5,825	5,415	4,517	5,313	4,950	0	0	0	0	0	0	30,967
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CONTRACTED SERVICES	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
Charter	0	0	0	0	0	0							0
Terrell State Hospital	2,023	2,474	2,583	2,056	2,365	2,318							13,819
Terrell Senior Terraces	96	126	102	78	120	48							570
Medicaid	389	508	412	313	433	291	0	0	0	0	0	0	2,346
5310-KC- Kaufman	122	137	97	124	121	117							718
AAA-Title III B - Kaufman	560	677	532	512	535	488							3,304
Nursing Home Contracts	0	5	0	0	0	0							5
	3,190	3,927	3,726	3,083	3,574	3,262	0	0	0	0	0	0	20,762

Adjusted Trip Total

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
	1,757	1,898	1,689	1,434	1,739	1,688	0	0	0	0	0	0	10,205

*Trip Totals without Contracted Services

ELDERLY AND DISABLED	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
>= 60	1,346	1,737	1,377	1,203	1,450	1,315							8,428
DIS <60	545	597	479	443	470	446							2,980
E & D	1,891	2,334	1,856	1,646	1,920	1,761	0	0	0	0	0	0	11,408
% of Trip Total	38%	40%	34%	36%	36%	36%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
GENERAL PUBLIC	3,190	3,927	3,726	3,083	3,574	3,262	0	0	0	0	0	0	20,762
% of Total	64%	67%	69%	68%	67%	66%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Can/NoShow	1,184	1,325	1,181	1,178	1,247	854							6,969
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	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
County Subscription Trips	1,019	1,100	886	857	941	899							5,702
Percent Subs of Total Trips	35%	33%	31%	35%	32%	34%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
SUBS Can/NoShow	339	361	410	379	381	212							2,082

DENIALS	248	308	209	201	232	122							1,320
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March 5, 2019

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From: Ashley Ando, Grant Director

Re: February 2019 Demand and Response Ridership Report

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KAUFMAN COUNTY TOTALS	
TOTAL TRIPS	4,950
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FY 2019 TOTAL DEMAND RESPONSE RIDES TO DATE – **30,967**

PRIOR YEAR FEBRUARY 2018 TRIP TOTAL = 4,688 (6% INCREASE)



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KAUF DR TOTAL (+TSH. Charter)	4,947	5,875	5,415	4,517	5,913	4,950	0	0	0	0	0	0	30,967
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	3,190	3,927	3,726	3,083	3,574	3,262	0	0	0	0	0	0	20,762
Adjusted Trip Total	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
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GENERAL PUBLIC	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
	3,190	3,927	3,726	3,083	3,574	3,262	0	0	0	0	0	0	20,762
% of Total	64%	67%	69%	68%	67%	66%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Can/NoShow	1,184	1,325	1,181	1,178	1,247	854							6,969
County Subscription Trips	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
	1,019	1,100	886	857	941	899							5,702
Percent Subs of Total Trips	35%	33%	31%	35%	32%	34%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
SUBS Can/NoShow	339	361	410	379	381	212							2,082
DENIALS	248	308	209	201	232	122							1,320

March 5, 2019

To: City of Kaufman

From: Ashley Ando, Grant Director

Re: February 2019 Kaufman Trolley Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
FEBRUARY	19	243

Non-Service Days: February 18th

SERVICE INFORMATION:

Trips	243
Vehicle Revenue Miles (VRM)	2,742
Vehicle Service Miles (VSM)	2,804
Vehicle Deadhead Miles (VDH)	62

STOP UTILIZATION INFORMATION:

STOP NUMBER(S)	STOP DESCRIPTION	TOTAL PICK UP AND DROP OFFS
10 & 22	WALMART	134
5	WASHINGTON @ HICKORY	52
13 & 25	7 TH ST @ DALLAS ST	51

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

Feb-19																
Stop #	1 15 27	2	3	4	5	6-18	7-19	8-20	9-21	10-22	11-23	12-24	13-25	14-26	16	17
Stop Usage	21	14	4	5	52	21	12	11	45	134	42	5	51	25	32	12

FY 2019 TOTAL KAUFMAN TROLLEY TRIPS TO DATE- **1,709**
(SEPTEMBER 1, 2018 –AUGUST 31, 2019)

PRIOR YEAR FEBRUARY KAUFMAN TROLLEY TRIP TOTAL – 263 (8% DECREASE)





Kaufman Trolley Stop Utilization Detail

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

Feb-19																																				
Stop #	1	15	27	1	15	27	2	2	3	3	4	4	5	5	6-18	6-18	7-19	7-19	8-20	8-20	9-21	9-21	10-22	10-22	11-23	11-23	12-24	12-24	13-25	13-25	14-26	14-26	16	16	17	17
PU/ DO	↑			↑			↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓
PU/ DO Total	9	12	10	4	3	1	1	4	21	31	12	9	7	5	5	6	22	23	71	63	18	24	3	2	24	27	8	17	22	10	7	5				
Stop Usage	21		14		4		5		52		21		12		11		45		134		42		5		51		25		12		12					

	1-Feb	2/4 -2/8	2/11 -2/15	2/18 -2/22	2/25 -2/28	
KT101	15	33	28	19	31	126
KT102	9	31	28	20	29	117
	24	64	56	39	60	* 243



The Loop #803 Stop Utilization Detail

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

#803	Feb-19																							
Stop #	1	1	2	2	3	3	4	4	5	5	6	6	7	7	8	8	9	9	10	10	11	11	12	12
PU/ DO	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓	↑	↓
PU/ DO Total	2	0	1	0	0	0	1	1	0	0	5	0	47	48	2	0	0	0	0	1	1	0	2	1
Stop Usage	2		1		0		2		0		5		95		2		0		1		1		3	

	1-Feb	2/4 -2/8	2/11 -2/15	2/18 - 2/22	2/25 - 2/28	
803A	0	13	12	7	10	42
803B	4	21	22	14	18	79
	4	34	34	21	28	* 121

**COMMISSIONERS COURT
WORKSHOP MEETING
MARCH 6, 2019**

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

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

ROUTINE CORRESPONDENCE
MOTION TO APPROVE CONSENT AGENDA

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

2A. Accept Commissioner's Court Meeting Minutes for February 13, 2019, February 21, 2019 and February 27, 2019.

2B. Approve renewing membership with County Judges and Commissioners Association of Texas and paying annual dues.

2C. Approve Deputation of Laura Taylor for the Kaufman County Clerk's office.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Terry Barber.

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

DISCUSSION ON AMENDED TIRZ AGREEMENT

3. There came on to be a discussion on an Amended and Restated Interlocal Agreement continuing Kaufman County's Participation in the Kaufman Tax Increment Reinvestment Zone Number One (TERZ #1) Program.

DISCUSSION ON LOCAL CONTROL RESOLUTION

4. There came on to be a discussion about a Legislative Resolution in support of preserving local control.

DISCUSSION OF ONLINE SEARCH SYSTEM

5. There came on to be a discussion of online systems to search/catalogue Kaufman County records.

MOTION TO TABLE IT POSITION TITLE CHANGE

6. There came on to be a motion to table a title change of current open Information Technology (IT) slot from Sr. Network Engineer to Sr. Field Engineer.

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

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

MOTION TO APPROVE FINAL PLAT

7. There came on to be a motion to approve Final Plat for WWP - Elmo Addition, located in Precinct 3.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

MOTION TO ACCEPT REPORT

8. There came on to be a motion to accept the Racial Profiling Report for Constable Precinct 4.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Mike Hunt.

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

MOTION TO APPROVE EQUIPMENT LEASE

9. There came on to be a motion to approve a three (3) year lease of a New Caterpillar Model: 140M3 Motor Grader, in the amount in the amount of \$117,685, from Holt Cat, utilizing Sourcewell Contract 032515-Member 44725 for Precinct 3.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

MOTION TO APPROVE SOLITICATION OF RFQ

10. There came on to be a motion to approve authorizing the Purchasing Agent to solicit a Request For Quote (RFQ) 19-10: Consulting Engineering Services.

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

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

MOTION TO APPROVE SOLITICATION OF RFP

11. There came on to be a motion to approve authorizing the Purchasing Agent to solicit a Request For Proposal (RFP) 19-09: Waste Hauling for County-Wide Residential Clean-up.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Mike Hunt.

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

10

MOTION TO APPROVE DISPOSAL OF COUNTY ASSETS

12. There came on to be a motion to approve receipt, transfer, and disposal of County Owned Assets.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates. Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE PAYROLL AND BENEFITS

13. There came on to be a motion to approve Payroll and Benefits for \$1,220,086.36.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Terry Barber. Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE LINE ITEM TRANSFERS AND BUDGET AMENDMENT

14. There came on to be a motion to approve Line Item Transfers and Budget Amendment.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Terry Barber. Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE CLAIMS FOR PAYMENT

15. There came on to be a motion to approve Claims for Payment for \$1,171,232.81.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Terry Barber. Motion was put to a vote. Motion carried and is so ordered.

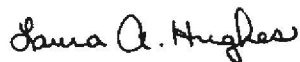
MOTION TO ADJOURN

16. There came on to be a motion to adjourn.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt. Motion was put to a vote. Motion carried and is so ordered.

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

ATTEST:



Laura Hughes, County Clerk

New Racial Profiling Form

Instructions

Step one Please verify the following mandatory information and add contact information for questions by the general public about your Agency's report. *collapse/expand*

Agency ID 257101

Submitted by Shawn Mayfield | PID: 307838

Form type

Full Report



Total stops

9

1. Gender (Must equal total number of stops)

Total: 9

- a) Female 4
 - b) Male 5
- stops)

2. Race or Ethnicity (Must equal total number of

Total: 9

- a) Black 1
- b) Asian/Pacific Islander 0
- c.) White 5
- d) Hispanic/Latino 3
- e) Alaska Native/American Indian 0

3. Race or Ethnicity known prior to stop? (Must equal total number of stops)

- a) Yes 0
- b) No 9

4. Reason for stop? (Must equal total number of stops)

Total: 9

- a) Violation of law 2
- b) Pre-existing knowledge (i.e. warrant) 0
- c) Moving Traffic Violation 5
- d) Vehicle Traffic Violation (Equipment, Inspection or Registration) 2

5. Street address Total: 9 or approximate location of the stop: (Must equal total number of stops)

- a) City street 1

6.) Search Total: 9 conducted? (Must equal total number of stops)

b) US highway	1	8. Contraband discovered? (Must equal searches conducted - Line 6a) Total: 9
c) State highway	4	
d) County road	2	
e) Private property or other	1	
a) Yes	0	9. Description of Contraband (Must equal number of contraband discovered - Line 8a)
b) No	9	
a) Consent	0	
b) Contraband/evidence in plain sight	0	10. Result of the stop (Must equal total number of stops)
c) Probable cause or reasonable suspicion	0	
d) Inventory search performed as result of towing	0	11. Arrest based on: (Must equal lines 10d-f)
e) Incident to arrest/warrant	0	Total: 0
a) Yes	0	12. Was physical force resulting in bodily injury Total: 0
b) No	0	used during stop? (Must equal total number of stops)
a) Illegal drugs/drug paraphernalia	0	
b) Currency	0	
c) Weapons	0	
d) Alcohol		

	0	Back
e) Property stolen	0	
f) Other	0	Total: 9
a) Verbal warning	0	
b) Written warning	4	
c) Citation	5	
d) Written warning and arrest	0	
e) Citation and arrest	0	
f) Arrest	0	Total: 0
a) Violation of Penal Code	0	
b) Violation of Traffic Law	0	
c) Violation of City Ordinance	0	
d) Outstanding Warrant	0	Total: 9
a) Yes	0	
b) No	9	



A. Fern Norville Center



	NAME:	ADDRESS	PHONE	WK PHONE	FAX	CELL	EMAIL	OFFICER ID TERM EXP.
PCT. 1								
KAUFMAN	BOBBY AGA	1703 S. HOUSTON KAUFMAN, TX 75142	972-962-8939			214-549-6890	baga@rhsrinsurance.com	VICE CHAIR EXP JUL 2019
	RAY RAYMOND	5080 FM 1836 KAUFMAN, TX 75142	972-932-4507			214-244-5993	rreymond@tvcc.edu	EXP JULY 2019
PCT. 2								
FORNEY	ERLEIGH WILEY	100 W. MULBERRY KAUFMAN, TEXAS 75142		972-932-0770			erleighn@yahoo.com ewiley@kaufmancounty.net	EXP JAN 2021
PCT. 3								
TERRELL	MIKE CANDLER	725 GRIFFITH TERRELL, TEXAS 75160				214-683-8985	mikecandler@netscape.net	EXP NOV 2019
PCT. 4								
COMBINE	JANAS BYRNES	740 MARTIN LANE COMBINE, TEXAS 75159				214-202-3916	jbyrnes3@yahoo.com	TREASURER EXP NOV 2019
KEMP	JODY DELLER	15124 CR 4018 KEMP, TEXAS 75143				903-880-6770	jodyinkemp@yahoo.com	PRESIDENT EXP SEPT 2019
AT LARGE								
	BETTY MAYFIELD	1082 FM 1836 KAUFMAN, TX 75142				972-571-3988	mfieldhaus@aol.com	SECRETARY EXP MAY 2021
	KIM ZABY	5175 Old Railroad Trail KAUFMAN, TX 75142		214-797-2311			kimzaby@yahoo.com	EXP NOV 2021
LIASON TO FOUNDATION	HOMER NORVILLE	PO BOX 156 KAUFMAN, TEXAS 75142	972-932-3456		806-744-5871 LUBBOCK	214-642-2873		
KAUFMAN COUNTY LIASON	?							

SHELTER								
CONTACT								
DIRECTOR:	LARETA WILLIAMS	4090 S. HOUSTON						
		KAUFMAN, TEXAS 75142	972-932-4896		972-962-3871	214-797-8530	laretaw@kaufmancounty.net	
ADMINISTRATIVE	JANA HUTKA	4090 S. HOUSTON					janah@kaufmancounty.net	
ASST		KAUFMAN, TEXAS 75142	972-932-4896					

**KAUFMAN COUNTY
FIRE MARSHAL'S OFFICE
ACTIVITY REPORT
2018 / 2019**

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Structure Fires											
6	9	14	12	3							
Vehicle Fires											
2	1	4	2	5							
Grass / Brush / Hay Fires											
1	3	2	12	1							
Illegal Fires / Burn Ban Fires											
3	4	10	10	0							
Other Calls (Controlled Burns, False Alarms, Smoke Investigations, etc...)											
14	8	9	21	18							
Inspections											
24	15	42	30	25							
Follow-up Inspections / Investigations											
5	4	6	26	4							
Warrant Service / Arrests / Citations / Warnings											
4	7	4	11	0							
New Permits / Plan Reviews / Submittal Meetings / CO's											
6	11	20	12	20							

ACTIVITY TOTALS

Monthly Revenue Deposits											
Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
\$5,700	\$2,900	\$13,347	\$7,988	\$7,040							

**KAUFMAN COUNTY
FIRE MARSHAL'S OFFICE
ACTIVITY REPORT
2018 / 2019**

| TOTALS

44

14

19

27

70

136

45

26

69

450

|

\$36,975
TOTAL

KAUFMAN COUNTY 2018-2019

FEBRUARY 2019

	CURRENT ROLL			DELINQUENT ROLL	
	2018 ONLY			2017 AND OLDER	
GENERAL FUND	M&O	I&S	%	AMOUNT	%
Adjusted Tax Levy Roll	\$38,211,969.97	\$4,456,725.32	100.00%	\$2,083,828.42	100.00%
Amount to be collected	\$2,206,206.28	\$257,157.48	5.77%	\$1,561,010.60	74.91%
Amount collected this month	\$3,988,258.55	\$465,204.81		\$159,481.31	
Taxes collected year to date	\$36,005,763.69	\$4,199,567.84	94.23%	\$522,817.82	25.09%
Penalty & Interest collected	\$40,251.57	\$4,694.68		\$96,092.31	
SIT Overage	\$6,996.57	\$0.00		\$0.00	
TOTAL COLLECTIONS YEAR TO DATE	\$36,053,011.83	\$4,204,262.52		\$618,910.13	
TOTAL M&O AND I&S COLLECTIONS YTD	\$40,257,274.35				
Rollback Taxes collected this month	\$82,876.25				
Rollback Taxes collected year to date	\$271,895.56				
Attorney Fees collected	\$1,988.93			\$64,678.65	

KAUFMAN COUNTY ROAD & BRIDGE 2018-2019

FEBRUARY 2019

	CURRENT ROLL			DELINQUENT ROLL	
	2018 ONLY			2017 AND OLDER	
	AMOUNT		%	AMOUNT	%
Adjusted Tax Levy Roll	\$9,511,700.98		100.00%	\$342,574.74	100.00%
Amount to be collected	\$514,888.76		5.41%	\$250,690.57	73.18%
Amount collected this month	\$1,007,146.43			\$28,043.77	
Taxes collected year to date	\$8,996,812.22		94.59%	\$91,884.17	26.82%
Penalty & Interest collected	\$10,106.24			\$16,542.11	
SIT Overage	\$1,607.74			\$0.00	
TOTAL COLLECTIONS YEAR TO DATE	\$9,008,526.20			\$108,426.28	
Rollback Taxes collected this month	\$14,524.86				
Rollback Taxes collected year to date	\$47,179.97				
Attorney Fees collected	\$455.84			\$12,016.00	

TAC Jan

CALDWELL COUNTRY FORD
DBA ROCKDALE COUNTRY FORD
BUYBOARD BID 521-16 *010-5560-696*

End User: KAUFMAN COUNTY Caldwell Rep: AARON WILEY
 Contact: TRACY WEST Phone/fax: 254-773-8824 / 254-773-8808
 Phone/email: 972-932-9720/tracy.west@kaufmanso.com Date: Tuesday, January 29, 2019
 Product Description: FORD TRANSIT VAN email: aaron@caldwellcountry.com

A. Bid Series: 150 A. Base Price: **\$ 32,330.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	2019 TRANSIT VAN	INCL	57G	REAR A/C & HEAT	\$ 817.00
	VINYL BUCKET SEATS	INCL			
	FRONT A/C	INCL	38900	CAP FLEET UPFITTERS	\$ 30,851.00
	AM/FM RADIO	INCL		SEE ATTACHED QUOTE	
	POWER WINDOWS AND LOCKS	INCL			
	FRONT VINYL FLOOR	INCL			
	3.7L V6 FFV: 6-SPD AUTO	INCL			
	NO REAR GLASS	INCL			
	148" EL WHEELBASE	INCL			
	HIGH ROOF VAN	INCL			
	SLIDING SIDE CARGO DOOR	INCL			
Total of B. Published Options:					\$ 31,668.00

C. Unpublished Options (Itemize each below, not to exceed 25%)		\$= 0.0 %	
Options	Bid Price	Options	Bid Price
		BLACK	COLOR
		ESTIMATED 120-150 DAYS TO CAP FLEET	DELIVERY
		Total of C. Unpublished Options:	\$ -

D. Pre-delivery Inspection: **\$ -**

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: **\$ 64,266.00**

L. Quantity Ordered 1 x K = **\$ 64,266.00**

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

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

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: **\$ 64,666.00**

Kaufman County Commissioner
Receipt | Transfer | Disposal of County Owned Assets

Commissioner Court Meeting Date	Department	Asset Number	Asset Description	Receipt Transfer Disposal TYPE
03/14/2019	R&B #1	7257	1996 CAT FRONT END LOADER	AUCTION
03/14/2019	R&B#1	11458	GRADE MASTER BLADE	AUCTION
03/14/2019	R&B#1	7390	1999 FORD F-250 4X4 V10	AUCTION
03/14/2019	R&B#1	7940	2008 CHEVY SILVERADO 4-DOOR	AUCTION
03/14/2019	R&B#1	10602	2000 INTERNATIONAL DISTRIBUTOR 4700	AUCTION
03/14/2019	R&B#1	7390	1995 6YD FORD F650 DUMP TRUCK	AUCTION
03/14/2019	R&B#1	7327	JOHN DEERE LAWN MOWER 19.5 HP ENGINE	AUCTION
03/14/2019	R&B#1	7401	1997 JOHN DEERE 310E BACKHOE EXTEND-A-BOOM	AUCTION
03/14/2019	R&B#1	7272	2006 SHOP UTILITY TRAILER 16-FT	AUCTION
03/14/2019	R&B#1	7395	1995 VERMEER CHIPPER	AUCTION
03/14/2019	R&B#1	9699	2010 UTILITY TRAILER 12-FT	AUCTION
03/14/2019	R&B#1	7295	2001 6YD INTERNATIONAL DUMP TRUCK	AUCTION
03/14/2019	R&B#1	10334	2011 JOHN DEERE SKID STEER	AUCTION
03/14/2019	R&B #2	7424	ROSCOE CHIP SPREADER	Auction
		7684		
03/14/2019	S CAMPUS / SURPLUS	2220	Dell 17" Monitor	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1686	Nortel Norstar Phone	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1683	Nortel Norstar Phone	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1684	Nortel Norstar Phone	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1946	Dell Optiplex 755	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	9679	Rapid Print Time/Date Stamper	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	9682	Rapid Print Time/Date Stamper	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	278	Rapid Print Time/Date Stamper	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	265	Rapid Print Time/Date Stamper	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	396	Espon Receipt Printer	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	392	Espon Receipt Printer	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	7874	HP LaserJet 2840 Printer	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2705	HP LaserJet 2840 Printer	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	405	HP LaserJet 2015 Printer	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1680	Dell 17" Monitor	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2449	Sharp AL2030 Copier	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1975	Epson DFX-5000	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3601	Panasonic Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	4510	Gateway 5300 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3576	Dell E5400 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3615	Panasonic Laptop	DISPOSAL - RECYCLE

Kaufman County Commissioner
Receipt | Transfer | Disposal of County Owned Assets

Commissioner Court Meeting Date	Department	Asset Number	Asset Description	Receipt Transfer Disposal T Y P E
03/14/2019	S CAMPUS / SURPLUS	4514	Gateway 5300 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3598	Panasonic Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3614	Panasonic Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	4985	Dell Latitude Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3761	Dell Latitude D620 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3091	Dell Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2762	Dell Latitude D630 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2764	Dell Latitude D630 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2770	Dell Latitude D630 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2852	Dell D610 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	4652	Dell C640 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1905	Dell D260 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	7757	Compaq Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	3288	Dell D630 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2765	Dell D630 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	4021	Dell Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	1942	Dell D800 Laptop	DISPOSAL - RECYCLE
03/14/2019	S CAMPUS / SURPLUS	2750	Dell D630 Laptop	DISPOSAL - RECYCLE



KAUFMAN COUNTY CLEAN-UP

MAY 3 & 4, 2019

The clean-up is sponsored by Kaufman County and is free to all Kaufman County residents.

Proof of residence will be required at all locations (driver's license or water bill).

No cattle trailers or enclosed trailers allowed.

The county is there to ASSIST you in unloading.

No scrappers - all metal belongs to Kaufman County.

The County is **NOT** responsible for damage to your vehicle when unloading.

You can take trash to any location.

ITEMS WE CAN'T TAKE:

TV'S COMPUTERS, MICROWAVES, BARBED WIRE, BRICKS, CONCRETE, CONSTRUCTION MATERIALS, ROCK ROOFING, SHINGLES, BRUSH, LATEX PAINT, PESTICIDE CONTAINERS, HAZARDOUS HOUSEHOLD WASTE, BOATS, TRAVEL TRAILERS AND DEAD ANIMALS (OF ANY KIND).

LOCATIONS:

PRECINCT 1 KAUFMAN – TRASH DISPOSAL & RECYCLING - 8:00 am – 4:30 pm

701 Alton Street, Kaufman (972) 932-2161 or (972) 932-2216

TRASH AND 4 TIRES (RESIDENTIAL ONLY) ALLOWED AT THIS LOCATION.

PRECINCT 2 FORNEY – MAINTENANCE BARN - 8:00 am – 4:30 pm

FM 2932 and FM 741, Forney (972) 877-3358 or (972) 564-4054, Ext 3

TRASH AND 4 TIRES (RESIDENTIAL ONLY) ALLOWED AT THIS LOCATION.

PRECINCT 3 TERRELL - 8:00 am – 4:30 pm

287 FM 429 – 1/8 mile N. of SH 80, Terrell (972) 563-5362

TRASH AND 4 TIRES (RESIDENTIAL ONLY) ALLOWED AT THIS LOCATION.

PRECINCT 4 – 8:00 am – 4:30 pm (903-498-4135)

Kemp Location -Eco Station - 6520 Plainview Drive

Crandall Location – Corner of 741 & HWY. 175

TRASH AND 4 TIRES (RESIDENTIAL ONLY) ALLOWED AT THIS LOCATION.

WE WILL ACCEPT BATTERIES, AUTO BATTERIES, AND USED OIL AT THIS LOCATION.

ONLY ELECTRONIC RECYCLING LOCATION – 8:00 am – 4:30 pm

ENVIRONMENTAL COOP, 1100 Airport Rd, Terrell (972) 524-0007

Kaufman County Auditor's Report
February 2019
Fiscal Year 2019

Benchmark for 5 Months = 41.67%

	FY2019 Budget	YTD Rev/Exp as of 2/28/2019	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
General Fund Revenues					
AD VALOREM TAXES	38,704,427	36,455,581	94.19%	32,756,232	11.29%
MIXED DRINKS (STATE)	150,000	37,618	25.08%	39,461	-4.67%
OFFICIAL'S FEES	3,251,750	1,326,902	40.81%	1,249,471	6.20%
TAX COLLECTION FEES	257,387	252,961	98.28%	223,979	12.94%
INTEREST EARNINGS	200,000	45,436	22.72%	37,647	20.69%
OTHER REVENUES	1,048,383	395,635	37.74%	394,042	0.40%
TRANSFERS	193,783	107,711	55.58%	33,497	221.55%
INTERGOVERNMENTAL	3,644,926	959,000	26.31%	1,149,471	-16.57%
SALE OF ASSETS	45,000	369	0.82%	-	N/A
RESERVED FUND BALANCE	130,427	-	0.00%	-	N/A
	47,626,083	39,581,214	83.11%	35,883,800	10.30%
General Fund Expenditures					
COUNTY JUDGE	368,661	104,047	28.22%	97,412	6.81%
COUNTY COURT AT LAW #2	436,087	160,704	36.85%	143,053	12.34%
COUNTY CLERK	845,956	294,284	34.79%	301,794	-2.49%
COUNTY COURT AT LAW #1	343,385	127,105	37.02%	148,619	-14.48%
VETERAN SERVICE OFFICER	78,501	23,742	30.24%	21,778	9.02%
PUBLIC DEFENDER	605,664	208,405	34.41%	188,574	10.52%
TIF/POWERCENTER	456,700	-	0.00%	-	N/A
GENERAL GOVERNMENT	8,171,528	3,603,679	44.10%	2,791,694	29.09%
VOTER'S REGISTRATION	-	-	N/A	20,857	-100.00%
EMERGENCY MANAGEMENT	180,612	86,427	47.85%	112,709	-23.32%
ANIMAL SHELTER	700	-	0.00%	-	N/A
422ND DISTRICT COURT	237,665	77,639	32.67%	79,560	-2.41%
COLLECTIONS	143,398	55,947	39.02%	54,224	3.18%
DISTRICT ATTORNEY	2,769,875	1,038,747	37.50%	921,334	12.74%
DISTRICT CLERK	582,218	208,364	35.79%	167,856	24.13%
PRE-TRIAL DIVERSION	63,806	23,068	36.15%	-	N/A
86TH DISTRICT COURT	199,739	71,768	35.93%	69,604	3.11%
JUSTICE OF THE PEACE #1	271,208	102,574	37.82%	87,354	17.42%
JUSTICE OF THE PEACE #2	244,146	93,156	38.16%	91,843	1.43%
JUSTICE OF THE PEACE #3	298,100	112,669	37.80%	108,638	3.71%
JUSTICE OF THE PEACE #4	255,607	95,172	37.23%	90,438	5.24%
JUDICIAL & LAW ENFORCEMENT	240,500	99,425	41.34%	77,028	29.08%
JURY EXPENSE	28,900	3,493	12.09%	5,096	-31.45%
ELECTION EXPENSE	428,346	189,778	44.30%	86,967	118.22%
COUNTY AUDITOR	440,788	174,359	39.56%	138,724	25.69%
PURCHASING AGENT	199,418	67,628	33.91%	66,662	1.45%
COUNTY TREASURER	200,345	80,697	40.28%	70,806	13.97%
HUMAN RESOURCES	172,688	63,408	36.72%	48,232	31.46%
TAX COLLECTOR AUTO & TAX	1,046,917	410,229	39.18%	400,963	2.31%
MANAGED SERVICES	-	-	N/A	111,579	-100.00%
MAINTENANCE & OPERATIONS	1,297,313	396,997	30.60%	623,492	-36.33%
UTILITIES	546,650	143,116	26.18%	174,440	-17.96%
DEVELOPMENT SERVICES	411,481	134,485	32.68%	82,351	63.31%
FIRE MARSHAL	386,000	125,949	32.63%	102,973	22.31%
CODE ENFORCEMENT	-	-	N/A	61,481	-100.00%
CONSTABLE PCT. #1	210,315	68,186	32.42%	67,200	1.47%
CONSTABLE PCT. #2	246,389	98,483	39.97%	86,946	13.27%

Kaufman County Auditor's Report
February 2019
Fiscal Year 2019

Benchmark for 5 Months = 41.67%

	FY2019 Budget	YTD Rev/Exp as of 2/28/2019	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
General Fund Expenditures (Continued)					
CONSTABLE PCT. #3	290,696	101,632	34.96%	88,322	15.07%
CONSTABLE PCT. #4	293,141	104,714	35.72%	69,459	50.76%
SHERIFF'S OFFICE	6,829,514	2,520,792	36.91%	2,389,184	5.51%
JAIL EXPENSE	8,581,631	3,133,041	36.51%	3,177,559	-1.40%
SCHOOL OFFICERS	466,138	182,837	39.22%	129,962	40.69%
DISPATCH	1,648,269	560,773	34.02%	529,463	5.91%
WINDMILL FARMS - CONST 2	280,619	94,872	33.81%	22,443	322.72%
HIGHWAY PATROL	91,885	36,042	39.22%	34,787	3.61%
DPS LICENSE & WEIGHT	7,700	720	9.35%	1,310	-45.04%
CLEMENTS RANCH - CONST 2	75,717	25,206	33.29%	-	N/A
CHARITIES POOR & RELIEF	813,500	214,325	26.35%	241,563	-11.28%
EXTENSION SERVICE	312,804	116,668	37.30%	112,287	3.90%
PROJECT/PROGRAM MANAGER	65,084	26,693	41.01%	21,062	26.73%
LEASE PAYMENTS	267,237	248,937	93.15%	-	N/A
PCT. #4 CONVENIENCE STATION	61,851	24,743	40.00%	23,092	7.15%
CAPITAL OUTLAY	711,552	63,392	8.91%	133,161	-52.39%
COMPUTER	921,719	429,941	46.65%	550,376	-21.88%
PROBATE & LUNACY	58,012	21,462	37.00%	16,910	26.92%
I.T./MANAGED SERVICES	1,333,124	461,337	34.61%	286,360	61.10%
TRANSFERS	2,106,284	1,386,942	65.85%	1,251,819	10.79%
	47,626,083	18,298,794	38.42%	16,781,397	9.04%

General Road & Bridge Revenues					
INTEREST	5,000	2,468	49.37%	2,458	0.41%
AUTO REG/TERP	900,000	360,025	40.00%	360,154	-0.04%
REGISTRATION FEES COUNTY	1,000,000	396,730	39.67%	355,390	11.63%
LATERAL ROAD	59,000	58,152	98.56%	58,247	-0.16%
GROSS WEIGHT & AXLE FEE	95,000	-	0.00%	-	N/A
DISTRICT COURT	95,000	78,600	82.74%	30,856	154.74%
COUNTY COURT	310,000	76,817	24.78%	132,213	-41.90%
CULVERTS	7,000	3,525	50.36%	2,325	51.61%
MISCELLANEOUS	500	54	10.70%	54	0.00%
TRANSFER FROM R&B BOND ISSUE	-	-	N/A	-	N/A
DELINQUENT TAXES	199,502	108,426	54.35%	89,350	21.35%
R&B MAINTENANCE TAX REVENUES	9,725,766	8,985,817	92.39%	7,301,679	23.07%
PASS-THROUGH TOLL - TERRELL	20,000	-	0.00%	-	N/A
PASS-THROUGH TOLL - KAUFMAN	255,000	-	0.00%	-	N/A
	12,671,768	10,070,615	79.47%	8,332,725	20.86%
General Road & Bridge Expenditures					
TRANSFER TO R&B #1	3,288,316	2,364,700	71.91%	1,768,000	33.75%
TRANSFER TO R&B #2	2,276,526	1,637,100	71.91%	1,224,000	33.75%
TRANSFER TO R&B #3	3,288,316	2,364,700	71.91%	1,768,000	33.75%
TRANSFER TO R&B #4	3,794,210	2,728,500	71.91%	2,040,000	33.75%
FEMA EXPENSES	-	-	N/A	-	N/A
ROAD SIGNS	24,400	7,748	31.75%	2,151	260.25%
REFUND VENUS INITIATIVE	-	-	N/A	-	N/A
	12,671,768	9,102,748	71.83%	6,802,151	33.82%

Kaufman County Auditor's Report
February 2019
Fiscal Year 2019

Benchmark for 5 Months = 41.67%

	FY2019 Budget	YTD Rev/Exp as of 2/28/2019	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
Road & Bridge Pct. #1 - 4 Revenues					
ROAD & BRIDGE PCT. #1	4,695,351	3,862,102	82.25%	3,148,613	22.66%
ROAD & BRIDGE PCT. #2	3,945,316	3,307,965	83.85%	2,375,162	39.27%
ROAD & BRIDGE PCT. #3	3,752,386	2,825,684	75.30%	3,408,952	-17.11%
ROAD & BRIDGE PCT. #4	4,298,442	3,227,138	75.08%	3,014,976	7.04%
Road & Bridge Pct. #1 - 4 Expenditures					
ROAD & BRIDGE PCT. #1	4,695,351	1,047,897	22.32%	1,205,839	-13.10%
ROAD & BRIDGE PCT. #2	3,945,316	735,702	18.65%	305,489	140.83%
ROAD & BRIDGE PCT. #3	3,752,386	1,219,545	32.50%	2,102,748	-42.00%
ROAD & BRIDGE PCT. #4	4,298,442	1,101,263	25.62%	887,136	24.14%
Road & Bridge Pct. #1 - 4 Road Bond					
R&B PCT 1 SPECIAL ROAD PROJECT	9,343	-	0.00%	-	N/A
R&B PCT 2 SPECIAL ROAD PROJECT	-	-	N/A	70,301	-100.00%
R&B PCT 3 SPECIAL ROAD PROJECT	4,541	-	0.00%	-	N/A
R&B PCT 4 SPECIAL ROAD PROJECT	4,274	-	0.00%	146,071	-100.00%

Other Funds					
INDIGENT HEALTH CARE REVENUES	406,410	206,402	50.79%	179,794	14.80%
INDIGENT HEALTH CARE EXPENDITURES	406,410	183,351	45.11%	145,448	26.06%
CHILDREN'S SHELTER REVENUES	857,805	294,779	34.36%	331,453	-11.06%
CHILDREN'S SHELTER EXPENDITURES	857,805	310,786	36.23%	286,948	8.31%
COUNTY LIBRARY REVENUES	248,100	135,122	54.46%	122,566	10.24%
COUNTY LIBRARY EXPENDITURES	248,100	102,906	41.48%	84,321	22.04%
JUVENILE PROBATION REVENUES (COUNTY)	639,612	368,011	57.54%	325,576	13.03%
JUVENILE PROBATION EXPENDITURES (COUNTY)	639,613	275,931	43.14%	250,376	10.21%
(Different Fiscal Year - 6 Months - 50.00%)					

**Statement of Revenues, Expenditures, and changes in Fund Balance
February 2019**

	General Fund	R&B General	R&B #1	R&B #2	R&B #3	R&B #4
REVENUES						
Property Taxes	\$ 3,978,979.39	\$ 1,012,481.05	\$ -	\$ -	\$ -	\$ -
Mixed Beverage Taxes	-	-	-	-	-	-
License and permits	805.00	-	-	-	-	-
Fees of office	347,858.98	216,680.44	-	-	-	-
Charges for Services	33,158.75	-	-	-	-	-
Forfeitures	-	-	-	-	-	-
Intergovernmental	276,457.94	-	-	-	-	-
Investment income	23,837.33	500.30	1,125.48	1,028.56	642.34	850.19
Miscellaneous	2,704.15	-	460.70	2,704.20	-	32.30
Total Revenues	<u>4,663,801.54</u>	<u>1,229,661.79</u>	<u>1,586.18</u>	<u>3,732.76</u>	<u>642.34</u>	<u>882.49</u>
EXPENDITURES						
General Government	1,588,683.55	-	-	-	-	-
Public safety and corrections	1,501,255.15	-	-	-	-	-
Judicial	495,097.66	-	-	-	-	-
Community Service	232.50	-	-	-	-	-
Infrastructure and Environmental	32,697.61	1,233.25	137,290.46	121,082.07	160,588.66	129,456.90
Health and Human Services	744.00	-	-	-	-	-
Capital Outlay	33,940.50	-	-	-	6,900.00	136,169.81
Debt Service	-	-	-	-	-	-
Principal	-	-	10,103.14	-	11,010.48	2,576.69
Interest & Fiscal Charges	-	-	1,077.27	-	722.17	-
Total Expenditures	<u>3,652,650.97</u>	<u>1,233.25</u>	<u>148,470.87</u>	<u>121,082.07</u>	<u>179,221.31</u>	<u>268,203.40</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>1,011,150.57</u>	<u>1,228,428.54</u>	<u>(146,884.69)</u>	<u>(117,349.31)</u>	<u>(178,578.97)</u>	<u>(267,320.91)</u>
OTHER FINANCING SOURCES (USES)						
Issuance of Long Term Debt	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-
Operating Transfers In	42,766.87	-	1,033,500.00	715,500.00	1,033,500.00	1,192,500.00
Operating Transfers Out	(710,000.00)	(3,975,000.00)	-	-	-	-
Total other financing sources (uses)	<u>(667,233.13)</u>	<u>(3,975,000.00)</u>	<u>1,033,500.00</u>	<u>715,500.00</u>	<u>1,033,500.00</u>	<u>1,192,500.00</u>
NET CHANGE IN FUND BALANCES	<u>343,917.44</u>	<u>(2,746,571.46)</u>	<u>886,615.31</u>	<u>598,150.69</u>	<u>854,921.03</u>	<u>925,179.09</u>
FUND BALANCE, BEGINNING	<u>26,613,048.53</u>	<u>4,018,328.36</u>	<u>1,927,588.89</u>	<u>1,974,112.33</u>	<u>751,217.78</u>	<u>1,200,695.71</u>
PRIOR PERIOD ADJUSTMENT	<u>(1,607.74)</u>	<u>1,607.74</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE, ENDING	<u>\$ 26,955,358.23</u>	<u>\$ 1,273,364.64</u>	<u>\$ 2,814,204.20</u>	<u>\$ 2,572,263.02</u>	<u>\$ 1,606,138.81</u>	<u>\$ 2,125,874.80</u>

General Fund Expenditure Summary - February 2019

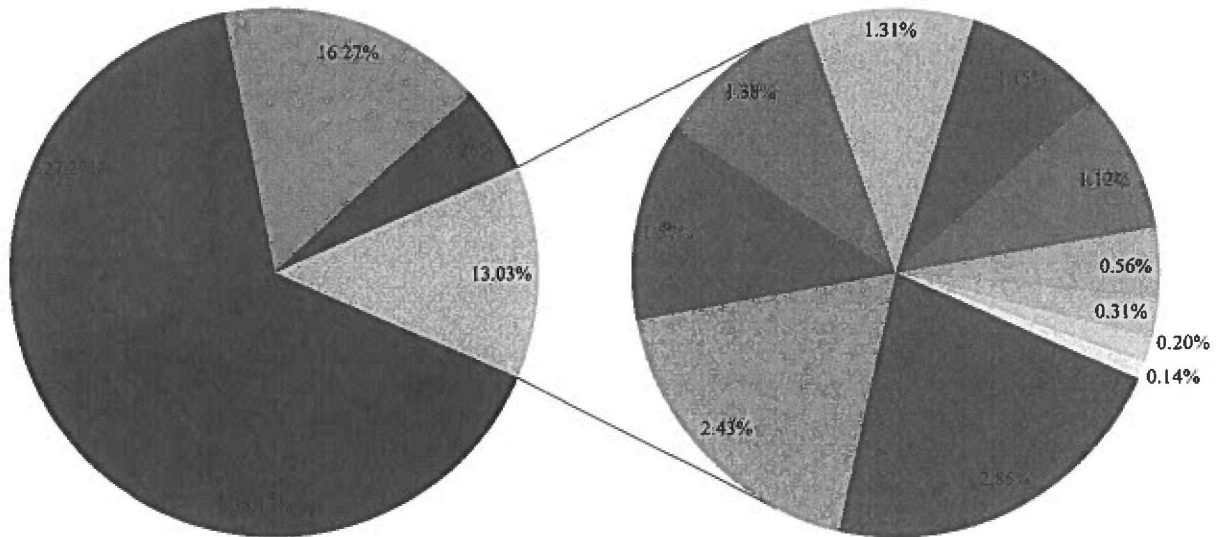
Salaries (38.17%)	\$1,665,069.94
Benefits (27.27%)	\$1,189,716.16
Transfers (16.27%)	\$710,000.00
Inmate Housing (5.26%)	\$229,627.87
Operating Expenses (2.85%)	\$124,204.56
Equipment (2.43%)	\$106,196.36
Equipment/Property Maint. (1.57%)	\$68,547.93
Annual Subsidies & ILAs (1.38%)	\$60,040.22
Judicial & Legal (1.31%)	\$57,199.32
Utilities (1.15%)	\$50,228.32
Vehicle Fuel/Maintenance (1.12%)	\$48,892.27
Travel & Training (0.56%)	\$24,627.33
Software & Annual Maint. (0.31%)	\$13,706.39
Animal Control (0.20%)	\$8,513.00
Insurance (0.14%)	\$6,081.30
Principal & Interest (0.00%)	\$0.00
TIF (0.00%)	\$0.00
	\$4,362,650.97

**General Fund
Expenditure Summary
February 2019
\$4,362,650.97**

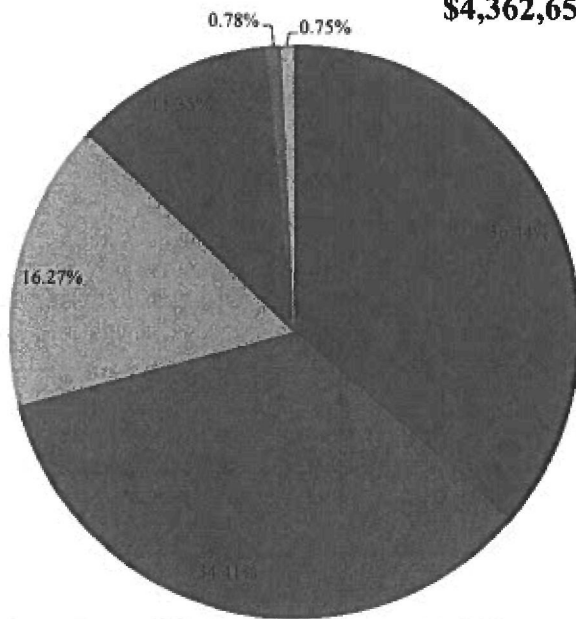
- Salaries (38.17%)
- Inmate Housing (5.26%)
- Equipment/Property Maint. (1.57%)
- Utilities (1.15%)
- Software & Annual Maint. (0.31%)

- Benefits (27.27%)
- Operating Expenses (2.85%)
- Annual Subsidies & ILAs (1.38%)
- Vehicle Fuel/Maintenance (1.12%)
- Animal Control (0.20%)

- Transfers (16.27%)
- Equipment (2.43%)
- Judicial & Legal (1.31%)
- Travel & Training (0.56%)
- Insurance (0.14%)



**General Fund
Expenditure Summary
February 2019
\$4,362,650.97**



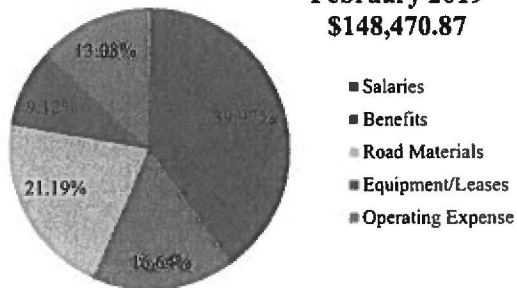
- General Government (36.44%)
- Public Safety (34.41%)
- Transfers (16.27%)
- Judicial (11.35%)
- Capital Outlay (0.78%)
- Infrastructure/Environmental (0.75%)
- Debt Service (0.00%)

General Government (36.44%)	\$	1,589,660.05
Public Safety (34.41%)	\$	1,501,255.15
Transfers (16.27%)	\$	710,000.00
Judicial (11.35%)	\$	495,097.66
Capital Outlay (0.78%)	\$	33,940.50
Infrastructure/Environmental (0.75%)	\$	32,697.61
Debt Service (0.00%)	\$	-

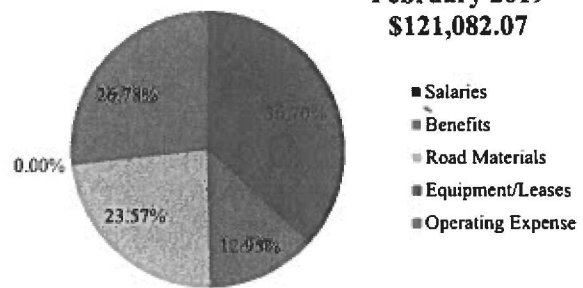
Road & Bridge Expenditure Summary - February 2019

	R&B #1	R&B #2	R&B #3	R&B #4
Salaries	\$ 59,343.39	\$ 44,439.82	\$ 58,331.54	\$ 60,445.23
Benefits	24,699.74	15,680.09	22,989.02	25,023.58
Road Materials	31,462.71	28,535.94	42,775.64	34,690.94
Equipment/Leases	13,544.34	-	23,475.30	138,746.50
Operating Expense	19,420.69	32,426.22	31,649.81	9,297.15
	\$ 148,470.87	\$ 121,082.07	\$ 179,221.31	\$ 268,203.40

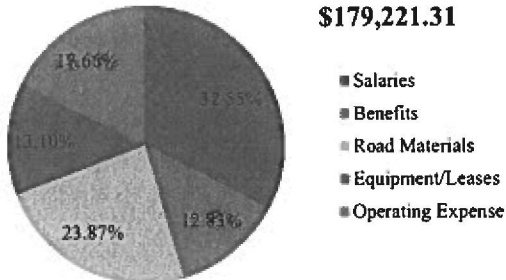
R&B 1
Expenditure Summary
February 2019
\$148,470.87



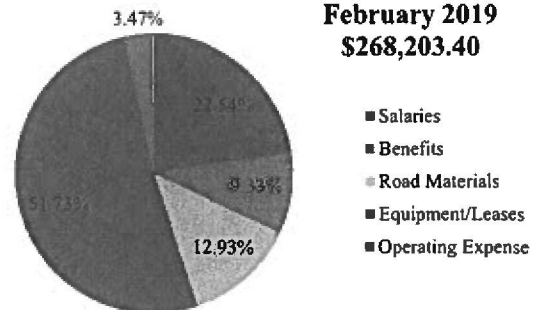
R&B 2
Expenditure Summary
February 2019
\$121,082.07



R&B 3
Expenditure Summary
February 2019
\$179,221.31



R&B 4
Expenditure Summary
February 2019
\$268,203.40





NATIONAL CRIME VICTIMS' RIGHTS WEEK

April 7-13, 2019

WHEREAS, Victims' Rights are a critical component of our system of justice in America; and

WHEREAS, America recognizes that we make our homes, neighborhoods, and communities safer and stronger by serving victims of crime and insuring justice for all; and

WHEREAS, more than 23 million Americans are victims of crime each year, and of those, 5.8 million are victims of violent crimes; and

WHEREAS, the total economic loss to victims was over \$2 billion for violent crime and over \$16 billion for property crime; and

WHEREAS, in 1981, President Ronald Reagan designated a week in April as National Crime Victims' Rights Week; and

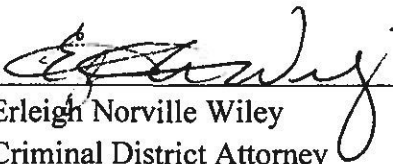
WHEREAS, Kaufman County acknowledges and sympathizes with crime's impact on individuals, families, and our communities; and

WHEREAS, Kaufman County, along with the victim service programs and criminal justice officials wish to raise awareness about victims' rights as well as expand and protect said rights;

WHEREAS, this is the 35th anniversary of the passage of the Victims of Crime Act (VOCA) and this year's theme is "Honoring the Past. Creating Hope for the Future";

NOW, THEREFORE, I, ERLEIGH NORVILLE WILEY, Criminal District Attorney of Kaufman County, do move the Commissioners' Court of Kaufman County to designate April 7-13, 2019, as National Crime Victims' Rights Week in Kaufman County so as to express appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

Further, I move the Court to designate April 10, 2019, as National Crime Victims' Day in Kaufman County.


Erleigh Norville Wiley
Criminal District Attorney

SO ORDERED AND SIGNED THIS _____ DAY OF _____, 2019.

Hal Richards, County Judge

Mike Hunt, Commissioner, Precinct 1

Skeet Phillips, Commissioner, Precinct 2

Terry Barber, Commissioner, Precinct 3

Ken Cates, Commissioner, Precinct 4

RESOLUTION

A RESOLUTION CREATING A CENSUS 2020 COMPLETE COUNT COMMITTEE: TO PLAN AND CONDUCT LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN CENSUS 2020.

WHEREAS: April 1, 2020 is Census Day for the United States of America pursuant to Article 1, Section 2 of the U.S. Constitution; and

WHEREAS: An accurate census is essential for the allocation of representatives with the legislative bodies of the U.S. House of Representatives, the Texas State Legislature and within the Kaufman County voting districts; and

WHEREAS: Correct apportionment of Federal dollars for health, education, transportation, child and elder care, emergency preparation and response, public and social support programs of all kinds depends on complete and accurate age, population and other ethnic and demographic information gathered every ten years; and

WHEREAS: Accurate census information is critical to planning for future growth, development and social needs of Kaufman County; and

WHEREAS: Kaufman County has is the fourth fastest growing county in Texas, demonstrating the need for an accurate census, and

WHEREAS: The 2020 Census promises to be the easiest to respond to in our nation's history because you will be able to fill out the census online on the Census web site or by calling in and responding over the phone. Residents will still be able to fill out a paper form or give answers to an enumerator. However, those methods are less preferred and if you answer the Census early, there will not be an enumerator come to your door.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF KAUFMAN COUNTY: That the Commissioners Court of Kaufman County encourages all citizens, local governments, and community organizations to actively participate in "Census 2020 Complete Count".

Adopted by the Commissioner's Court of Kaufman County this 14th day March, 2019.

County Judge

Commissioner Pct. 1

Commissioner Pct. 2

Commissioner Pct. 3

Commissioner Pct. 4

Attest:

Kaufman County Clerk

ATTORNEY'S RETAINER CONTRACT

This Attorney's Retainer Agreement ("Agreement") is made and entered into this ____ day of ____ 2019, between Ferrer Poirot & Wansbrough, Fears Nachawati, Aaron L. Wiley, Roger L. Mandel, and McNamee Hosea, collectively referred to as the "Law Firms" or "Attorneys", and KAUFMAN COUNTY, TEXAS ("Client").

WHEREAS, The Client has determined that claims should be made against Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan, PLC f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., AmerisourceBergen, McKesson and Cardinal Health, and/or such other entities as may be revealed in subsequent litigation, which have engaged in various wrongdoing, including but not limited to, violations of Medicaid Fraud, Public Nuisance, Common Law Fraud, Negligence, Gross Negligence, violations of the Controlled Substances Act, RICO, DTPA and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective; and

WHEREAS, The Client has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with Defendants' wrongful actions and/or inactions and related issues for an extended period of time; and,

WHEREAS, The Client has further determined that it is in the best interests of the city/ county and its citizens that the city/county retain attorneys with significant litigation experience; and,

WHEREAS, The Law Firms, are experienced at such litigation and consented to represent the Client, respecting the claims and pursuant to the terms and conditions hereof;

WHEREAS, The Client and Kaufman County Judge Hal Richards have found, as required by Texas Government Code § 2254.103(d):

- (1) there is a substantial need for the legal services provided in this Agreement;
- (2) the legal services provided in this Agreement cannot adequately be performed by the attorneys and supporting personal of the Client or another governmental entity; and
- (3) the legal services provided in this Agreement cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because the Client does not have funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Client hereby retains the Law Firms, to investigate, research, and prepare claims or complaint(s) for the Office of the Client to file in any appropriate court or before any appropriate governmental agency.
2. The Client does not relinquish its constitutional or statutory authority or responsibility through this Retention Agreement. The Client has the sole authority to settle this litigation, and the Law Firms shall apprise the Client of all settlement offers. The Law Firms shall consult with the Client and obtain his approval on all material matters pertinent to the claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The Client shall cooperate with the Law Firms and use his best efforts to secure the cooperation of other State agencies. The Client is not

required, however, to assign any member of his staff to pursue the claims, but may from time to time afford staff and either support services as the Client deems appropriate. The Client shall designate one or more members of his staff to monitor these claims, who will be available directly to the parties in this matter as needed, and the Law Firms shall keep the Client and his designated staff member(s) fully informed on all matters pertaining to the claims.

3. The Client and the Law Firms recognize that the claims present numerous factual and legal obstacles and that no assurance of success on the claims has or can be made.
4. **The method by which the fee will be computed.** The Law Firms will be compensated by the Client on a contingent fee as defined by Texas Government Code § 2254.101 on the following basis:

Attorneys will assume joint responsibility for your representation and the division of the attorney's fees between Attorneys and any associated counsel will be based upon that joint representation and will not affect the amount that Client(s) recovers in any way. Pursuant to Texas Government Code § 2254.105, the percentages referenced below will be calculated on and subtracted from the gross amount of any recovery obtained before any outstanding expenses incurred by Attorneys are deducted.

In accordance with Texas Government Code § 2254.106(c) and (d), the amount of the contingent fee will not exceed the lesser of 4 times the total number of hours worked by attorneys, law clerks, and paralegals times their respective Hourly Rates as defined below, or the percentage schedule below:

Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus

Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus

Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus

Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); plus

Five percent (5%) of any portion of such recovery exceeding Twenty-Five Million Dollars (\$25,000,000.00).

The percentages schedule above remains the same regardless of the stage of the case at which the recovery is obtained, whether the matter is settled, tried, or tried and appealed. "Recovery" includes in addition to monetary damages the value of any and all remedies, legal or equitable. The Client agrees that a multiplier of 4 is reasonable, based on the expected difficulties in performing this Agreement, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected delay in recovery. This is not a mixed hourly and contingent fee contract, as that term is defined in Texas Government Code § 2254.107.

Attorneys will keep billable time for services rendered pursuant to this Agreement at the rate of \$950.00/hour for partners, \$550.00/hour for senior associates, \$375.00/hour for associates and \$250.00/hour for law clerks and paralegals ("Hourly Rates"). All subcontracted legal support will be billed as a case expense, subject to reimbursement in accordance with Texas Government Code § 2254.105(5). The Hourly Rates apply to subcontracted work performed by an attorney, law clerk or paralegal who is not a contracting attorney or a partner, shareholder, or employee of the Law Firms, and work performed by a contracting attorney or by a partner, shareholder, or employee of a contracting attorney or law firm. The Client agrees that the Hourly Rates are the reasonable and customary rates in the relevant locality for the type of work performed and the

relevant experience, demonstrated ability, and standard hourly billing rate of the persons performing the work.

The attorneys' fees will be split between Attorneys as follows: Fears | Nachawati Law Firm, PLLC will retain 33.67 percent (33.67%) of the total net attorneys' fees, and the Law Office of Ferrer Poirot & Wansbrough will retain 33.66 percent (33.66%) of the total net attorneys' fees, Attorney Aaron Wiley will retain 15.98 percent (15.98%), Attorney Roger Mandel will retain 15.69 percent (15.69%), and McNamee Hosea will retain 5 percent (5%).

5. To the extent required by law or Court order, the Client may request that the Court, award the State/County/City and the Law Firms reasonable attorneys' fees not in excess of the fee schedule outlined in paragraph 5 above.
6. All litigation and other expenses, including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the Client, shall be paid entirely by the Law Firms, but shall be reimbursed, after deduction for attorney's fees, from any gross recoveries from the pursuit of the claims. The recovery for purposes of the contingent fee computation described in this Agreement is the value obtained before such expenses are deducted.
7. If no recovery is obtained for Client, Law Firms shall receive no compensation or reimbursement from the client for attorney's fees or expenses.
8. **Attorneys will use best efforts to minimize costs.** The Law Firms will be proportionally responsible according to the division of attorneys' fees for fronting all case expenses, included but not limited to travel expenses. Client agrees that if there is a settlement or verdict to reimburse Law Firms for all case costs and expenses including but not limited to experts, depositions, copying, filing fees, records fees, discovery and litigation support, settlement and fund administration fees, interest on any firm lines of credit, jury consultants and all other case costs not mentioned herein. Law Firms agree to use good judgment in controlling case expenses.
9. Attorneys, and/or its associated counsel, are hereby authorized to file suit when and in any manner they deem advisable once County/City Attorney approves the complaint; however, the consent of Client(s) must be secured before any final settlement is made. Further, Client empowers Attorneys to take all steps in said matter deemed by Attorneys to be advisable, including but not limited to effectuating a compromise, instituting legal proceedings and to take any other appropriate steps necessary to prosecute the case. All money collected and disbursed to, or on behalf of, Client will be accounted for in an itemized statement upon successful conclusion, if any, of Client's case.
10. With the approval of the Client, the Law Firms may associate other attorneys at its own expense and at no cost to the Client. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firms' commitments delegable without the express, written approval of the Client. The Law Firms will assume joint responsibility for your representation, and the division of the attorney's fees, between our firm, and the referring attorney(s) will be based upon that joint representation.
11. The Law Firms shall defend and indemnify the County/City for any claims asserted against the county by the defendants related to this action.
12. The Law Firms shall, from the initiation of their work for Client, keep current and complete written time and expense records as described in Paragraph 15, below. The Law Firms shall maintain such records from the date of this Agreement until not less than four (4) years after this contract expires or is terminated. Such records shall include documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the providing of attorney services. In addition, the Law Firms shall maintain detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of no greater than one tenth of an hour

13. This contract is effective after review and approval by the Texas Comptroller of Public Accounts.
14. **Fears Nachawati, PLLC, Ferrer Poirot & Wansbrough, Aaron L. Wiley, Roger L. Mandel, and McNamee Hosea verify that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. The Law Firms further verify that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.**
15. (a) Law Firms shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract, as required by Texas Government Code § 2254.104(a).

(b) The records for billed services shall be submitted to the Client upon request within 30 days. Law Firms shall permit Client, the Kaufman County Judge or his designee, the Texas attorney general, and the Texas state auditor each to inspect or obtain copies of the time and expense records at any time on request, in accordance with Texas Government Code § 2254.104(b).

(c) On conclusion of the matter for which legal services were obtained, Law Firms shall provide Client with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the Law Firms' computation of the amount of the contingent fee, and contains the final complete time and expense records required by Subsection (a), above ("the Final Statement"). The Final Statement is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requestor under that chapter, under Section 552.103 of the Texas Government Code, or any other exception from required disclosure.

(d) This subsection does not apply to the Final Statement required by Subsection (c), above. The Parties to this Amended Attorneys' Retainer Contract understand that all time and expense records required under this section are public information subject to required public disclosure under Chapter 552. Information in the records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer of Kaufman County, being the Kaufman County Attorney determines that withholding the information is necessary to protect Kaufman county's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure under this subsection shall be segregated from information that is subject to required public disclosure.
16. As required by Texas Government Code Section 2254.105(4), any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of the Law Firms is an expense subject to reimbursement only in accordance with Texas Government Code Subchapter C.
17. The amount of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited in accordance with Texas Government Code Chapter 2254, Subchapter C, which applies to this contract as provided by Texas Government Code § 2254.102. However, compliance with Texas Government Code Chapter 2254, Subchapter C will not relieve Attorneys of an obligation or responsibility under other law, including under the Texas Disciplinary Rules of Professional Conduct.
18. The Client has entered this contract through the approval of its governing body, the Commissioners' Court, and by the signature of the Commissioners Court's presiding officer, as provided in Texas Government Code § 2254.103(a)(1).

I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT

SIGNED AND EXECUTED THIS _____ DAY OF _____, 20____.

Attorney for Fears | Nachawati Law Firm

**Authorized Representative On Behalf of
KAUFMAN COUNTY, TEXAS
CLIENT**

Attorney for Ferrer Poirot & Wansbrough

Attorney Aaron L. Wiley

Attorney for McNamee Hosea

Attorney Roger L. Mandel

Glenn Hegar
Texas Comptroller of Public Accounts
P.O. Box 13528 Capitol Station
Austin, Texas 78711-3528

Sent Via Email: contracts@cpa.state.tx.us

Date: March 4, 2019

Re: Kaufman County, Texas request for review and approval of initial contingent fee legal services contract and amendment of such contract.

Dear Comptroller Hegar,

The Commissioners Court of Kaufman County, Texas seeks to employ certain law firms to investigate and pursue litigation against manufactures and marketers of drugs known as "Opioids". To that end Kaufman County requests your approval of a contingency fee agreement whereby the contracting law firms will assume the risks of the cost of the litigation, agreeing to be reimbursed for the costs and to be paid a fee only upon a successful outcome to the litigation.

The Kaufman County Commissioners made initial findings and approved a contingent fee contract with the law firms on _____. Shortly thereafter the parties determined the contract required certain modifications and the submission of the contract to your office for approval. For those reasons we have included the original contract approved by the Kaufman County Commissioners on _____ as well as the Amended Attorney's Retainer Contract which the Commissioners authorized the Kaufman County Judge to sign on _____.

Please find herewith Kaufman County's request for review and approval of initial contingent fee legal services contract and amendment of such contract. This request includes the Comptroller's questionnaire with Kaufman County's response along with the contract documents and orders from the Commissioners Court and supporting statutes, an attorney general opinion and a letter ruling.

If you have any additional questions, please let me know.

Sincerely,

Erleigh Norville Wiley
Kaufman County Attorney
Office Email:
ewiley@kaufmancounty.net

CC: Karen Badgley, Assistant Kaufman County Attorney
Hal Richards, Kaufman County Judge
Aaron L. Wiley,
Roger L. Mandel
Mark Schweitzer, McNamee Hosea

Encl: Comptrollers Questionnaire with Kaufman County responses for review and approval of contingent legal services
Contract and amendment of such contract with supporting documents

**REQUEST FOR REVIEW AND APPROVAL OF INITIAL CONTINGENT FEE LEGAL SERVICES
CONTRACT
AND/OR RENEWAL OR AMENDMENT OF SUCH CONTRACT;
§403.0305, TEX GOV'T CODE
Questionnaire
Request for Review and Approval
of Proposed Contingent Fee Legal Services Contract
§403.0305, Tex Gov't Code
contracts@cpa.state.tx.us**

1. **Name, mailing address and website of the requesting public agency as defined in §30.003(3), Texas Water Code.**

Name of Entity:
Kaufman County, Texas

Address:
Judge Hal Richards
Kaufman County Judge's Office
100 W. Mulberry
Kaufman, Texas 75142

Tel: 469-376-4138
Website: www.kaufmancounty.net

2. **Name, mailing address, e-mail address, phone and fax number of the primary contact person for this request, and one backup contact person for this request, for the requesting public agency.**

Primary Contact:

Erleigh Norville Wiley
Kaufman County Attorney
100 W. Mulberry
Kaufman, Texas 75142
Phone: 469-376-4790
Fax: 972-932-1368

Email: ewiley@kaufmancounty.net

Secondary Contact:

Karen Badgley
Assistant Kaufman County Attorney
100 W. Mulberry
Kaufman, Texas 75142
Phone: 469-376-4790
Fax: 972-932-1368
Email: kbadgley@kaufmancounty.net

3. **Specify all of the following and include the attachment:**

(a) **general enabling legislation or authority for the public agency *and* the specific legislation or authority that brings the submitting entity within the provisions of §30.003(3), Texas Water Code and therefore §403.0305, Tex Gov't Code;**

Kaufman County is a County in the State of Texas, authorized by Texas Health & Safety Code Section 364.013 (1) to acquire, construct, improve, enlarge, repair, operate, and maintain all or part of one or more solid waste disposal systems; therefore Kaufman County meets the threshold qualifications pursuant to Texas Water Code Section 30.003(3) and Tex. Gov't Code 403.0305

(b) legal authority to enter into outside counsel contracts; and

The commissioners court, pursuant to its implied power to accomplish its constitutional and statutory directives, may contract with experts when necessary, including attorneys. *See Guynes v. Galveston County*, 861 S.W.2d 861,863 (Tex. 1993). See also *Tex. Atty. Gen. Opinion GA-0153 (2004)*.

(c) description of governing body or elected or appointed officer.

The governing body of Kaufman County is a Commissioners Court established pursuant to the Constitution of the State of Texas and (statutes) made up of four commissioners and a County Judge acting as a member of the Commissioners Court and as the presiding officer.

4. Attach a copy of the resolutions or minutes approving signature of the contract on behalf of the public agency.

Order# _____ and Order# _____ are attached hereto

Specify whether this is a new contract or a renewal or amendment of a prior contract and requested effective date.

The attached Amended Attorney's Retainer Contract dated _____ is an amended contract, amending a document, Attorney's Retainer Contract, approved by the Commissioners Court of Kaufman County on _____.

For renewals or amendments, attach the written approval of the Comptroller's Office of the initial contract under these provisions or an explanation as to why it is not attached.

The Commissioners Court of Kaufman County considered this matter first on _____. The contract, in its amended form, is being initially submitted to the Comptroller at this time.

A copy of the Attorney's Retainer Contract approved on _____ is being submitted along with the Amended Attorney's Retainer Contract approved by the Kaufman County Commissioners Court on _____. The terms for payment of the attorney's fees do not differ materially between the contracts. All references herein to a page, paragraph or section number refer to the Amended Attorney's Retainer Contract unless otherwise specified.

5. State the reason for the request and describe the legal services that are required.

Reason for the Request

Kaufman County has determined that claims should be made against numerous national and international corporations including but not limited to Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil- Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan , PLC f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., AmerisourceBergen, McKesson and Cardinal Health, and/or such other entities as may be revealed in subsequent litigation, which have engaged in various wrongdoing, including but not limited to, violations of Medicaid Fraud, Public Nuisance, Common Law Fraud,

Negligence, Gross Negligence, violations of the Controlled Substances Act, RICO, DTPA and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective.

Initiating and pursuing the litigation through trial and appeal will require investigation, research, and litigation of the claims and at the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with Defendants' wrongful actions and/or inactions and related issues for an extended period of time. Kaufman County does not have the available funds, resources or personnel to pursue this litigation "in house."

Kaufman County has not budgeted for this litigation or set an appropriate tax rate to fund the litigation. The Kaufman County Attorney's Office has not engaged in the practice of multidistrict litigation (MDL) and believes that it would be practical, economical and effective for the County to contract with counsel experienced in this type of litigation.

This litigation will likely require travel and a commitment of time and resources that would significantly curtail the ability of the Kaufman County Attorney's Office to perform other duties.

Kaufman County has consequently determined that it is in the best interests of the County and its citizens that the County retain attorneys with significant litigation experience.

Kaufman County has determined that the law firms Ferrer Poirot & Wansbrough, McNamee Hosea, and Fears Nachawati, and Aaron Wiley Attorney collectively referred to as the "Law Firms" or "Attorneys are experienced at such litigation and consented to represent Kaufman County in the prosecution of the litigation.

Description of Legal Services Required

The litigation will likely require investigation, research, preparation of claims or complaint(s) and; drafting and filing associated documents, conducting and answering discovery; locating and securing lay and expert witnesses; locating , securing and cataloging evidence; conducting financial analysis of losses due to opioid use; engaging in negotiations with other parties; communicating with other plaintiffs; providing advice based on in-depth study of the subject of this litigation and from experience in complex litigation.

6. **Are the legal fees and expenses estimated to be \$25,000 or more for this contract? If "yes" answer (a) and (b) below.**

YES, legal fees and expenses are expected to far exceed \$25,000.00

- (a) Did the public agency publish a Request for Proposal/Request for Information ("RFP/RFI") in the *Texas Register*, or any other publication for these legal services? Explain. If yes, attach a copy.**

No.

- (b) If no RFP/RFI was published, provide an explanation of the circumstances that justified no solicitation or request for information.**

Kaufman County determined that due to the specialized nature of the services to be performed and the litigation involving multiple opposing parties and litigation of issues involving chemistry, medical practice, medication, multiple liability issues, potential statute of limitations issues as well as issues involving a local medical doctor and his clinic(s) that association of known and trusted attorneys and firms known to be active in the type of

litigation at issue as well as confidence that the firms had the financial resources and personnel to effectively pursue the claims in a manner most beneficial to Kaufman County.

Securing counsel for protracted litigation against multiple multi-billion-dollar companies requires that the selected firm or firms have the financial capacity to prosecute the litigation to its conclusion. Kaufman County has researched the firms and has confidence in the ability of the firms to Kaufman County

The Law Firms will be providing not only a legal service as well as assuming financial risks for the litigation thus constituting personal and professional services as authorized by Texas Local Government Code 262.

The Kaufman County Commissioners Court met on _____ in regular session and in a special called session on _____ for the consideration of a contingency fee contract of representation with Ferrer Poirot & Wansbrough ("FPW"), MacLean Law Firm, PC ("ML"), McNamee Hosea ("MH"), Fears Nachawati, PLLC ("FN") and Aaron Wiley attorney. The Commissioners Court found that this contract is for a professional service and that the Commissioners Court may grant an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code. The Commissioners Court granted such an exemption. Kaufman County would note that payment will not be made from current funds or bond funds or through anticipation notes authorized by Chapter 1431, Government Code, or time warrants. See Local Gov't Code 262.023(b). Please See Kaufman County Commissioners Court Orders _____ and _____ attached hereto.

7. In certain circumstances, Chapter 2254, Subchapter C, Tex Gov't Code, prescribes the manner in which a contingency fee must be computed. So that we may determine whether Chapter 2254, Subchapter C, Tex Gov't Code, applies to your proposed contract, please answer the following questions. If one recovery is expected under the contract, will the estimated amount that may be recovered exceed \$100,000? If a series of recoveries under the contract is contemplated, will the estimated amount that may be recovered under any one recovery exceed \$100,000? Explain.

Due to the expenditures made by the County as a result of the abuse of opioids caused by the Defendants, Kaufman County expects the recovery to exceed \$100,000.00.

8. Name, mailing address, e-mail address, phone and fax number of the lead contact at the requesting public agency who will be responsible, after contract signature and approval, for communicating with and supervising the work of the outside counsel.

Erleigh Norville Wiley
Kaufman County Attorney
100 W. Mulberry
Kaufman, Texas 75142
Phone: 469-376-4790
Fax: 972-932-1368

Email: ewiley@kaufmancounty.net

9. Attach a copy of all of the following, or for any not attached, a detailed explanation as to why not attached:

(a) the Office of the Attorney General's prior written approval as required under §402.0212, Tex Gov't Code, and Subchapter C, Chapter 2254, Tex Gov't Code;

Kaufman County is not a "State Governmental Entity" as defined by Texas Government Code Section 2254.101 (3)(A). Government Code 2254.102 makes 2254.102 Subchapter C

specifically applicable only to a "state governmental entity".

- (b) the Governor's prior written approval and signature as required under §2254.103(c), Tex Gov't Code;**

Kaufman County is not a "State Governmental Entity" as defined by Texas Government Code Section 2254.101 (3)(A). Government Code 2254.102 makes 2254.102 Subchapter C specifically applicable only to a "state governmental entity".

- (c) the Legislative Budget Board's written finding as required under §2254.103(e), Tex Gov't Code, and Article IX, Sec. 16.01(k)(I), App Act; and**

Kaufman County is not a "State Governmental Entity" as defined by Texas Government Code Section 2254.101 (3)(A). Government Code 2254.102 makes 2254.102 Subchapter C specifically applicable only to a "state governmental entity".

- (d) the written finding by the governing body, elected or appointed officer, or Governor, as appropriate under §2254.103(d), Tex Gov't Code, that:**

- (1) there is a substantial need for the legal services;**

See Order No. _____ attached hereto.

- (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the public agency or by the attorneys and supporting personnel of another public agency;**

See Order No. _____ attached hereto

- (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the public agency does not have appropriated or other budgeted funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.**

See Order No. _____ attached hereto. Also see responses to Questions 5 and 6 above as the responses are applicable to this question as well

- 10. Attach a scanned copy of the proposed final contract, as signed and dated on behalf of the public agency and the proposed counsel, that complies with all of the following requirements.**

Attached

The proposed contract (or renewal or amendment) must include a provision that the contract (or renewal or amendment) is effective after review and approval by the Comptroller. Specify the contract (or renewal or amendment) page # and contract section # that includes this provision.

Page 3, Section 13.

Also specify the page # and section # of the scanned contract that includes each of the following provisions [items (a) through (u)] or, if any are not included, a detailed explanation as to why the specific provision is not included.

- (a) the contracting attorney or law firm must keep current and complete written time and**

expense records that describe in detail the time and money spent each day in performing the contract as required under §2254.104(a), Tex Gov't Code;

See contract pages 2 and 3, section 4;
Page 3, section 12;
Page 4, section 15.

- (b) the contracting attorney or law firm shall permit the governing body or governing officer of the public agency, the attorney general, and the state auditor, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request, as required under §2254.104(b), Tex Gov't Code; contract page # 2 and 3, section # 4; contract page# 3, contract section # 12. Further, Kaufman County will obtain and provide the attorney general, the state auditor or other appropriate officials copies of time and expense records upon request.**

Contract page 4, section 15.

- (c) on conclusion of the matter for which legal services were obtained, the contracting attorney or law firm shall provide the public agency with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the contracting attorney's or law firm's computation of the amount of the contingent fee, and contains the final complete time and expense records, as required under §2254.104(a), Tex Gov't Code;**

Contract pages 2 and 3, section 4;
Page 3, section 12;
Page 4, section 15.

- (d) provisions regarding disclosure and public information that meet the requirements of §2254.104(d), Tex Gov't Code; contract page# 3, contract section# 12. Records may be obtained by the public in accord with Texas Government Code Chapter 552 subject to the limitation of Section 552.103 and Texas Government Code 2254.104(d);**

Page 3, section 6;
Page 4, section 15.

- (e) method by which the contingent fee is computed, as required under §2254.105(1), Tex Gov't Code;**

Pages 2 and 3, contract section 4;
Page 3, sections 6, 7, and 8

- (f) the differences, if any, in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed, as required under §2254.105(2), Tex Gov't Code;**

Page 2 and 3, section 4.

- (g) the method for payment of litigation and other expenses and, if reimbursement of any expense is contingent on the outcome of the matter or reimbursable from the amount recovered in the matter, whether the amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before or after expenses are deducted, as required under §2254.105(3), Tex Gov't Code;**

Page 2 and 3, sections 4, 6, 7, and 8.

- (h) provision that any subcontracted legal or support services performed by a person who is not a contracting attorney, or a partner, shareholder, or employee of a contracting attorney or**

law firm is an expense subject to reimbursement only in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(4), Tex Gov't Code;

Page 3, sections 5 and 7;
Page 4, section 16;
Pages 2 and 3, section 4.

- (i) provision that the amount of the contingent fee and reimbursement of expenses under the contract will be paid and limited in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(5), Tex Gov't Code;**

Page 3, sections 5, 6, and 7;
Page 4, section 16.

- (j) establishment of the reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work, as required under §2254.106(a), Tex Gov't Code;**

Pages 2 and 3, contract section 4 (note: may establish the reasonable hourly rate for one or more persons by name and may establish a rate schedule for work performed by unnamed persons.)

- (k) for rates established under G) above, the highest hourly rate for a named person under a rate schedule may not exceed \$1,000 an hour, as required under §2254.106(a), Tex Gov't Code;**

Pages 2 and 3, section 4.

- (l) establishment of a base fee, as required under §2254.106(b), Tex Gov't Code;**

Pages 2 and 3, section 4.

- (m) subject to the limitation under §2254.106(d), Tex Gov't Code, computation of the contingent fee by multiplying the base fee under §2254.106(b), Tex Gov't Code, by a reasonable multiplier based on any expected difficulties in performing the contract, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected long delay in recovery, as required under §2254.106(c), Tex Gov't Code;**

Pages 2 and 3, sections 4 and 7 (note: multiplier may not exceed four without the prior approval by the legislature.)

- (n) in addition to establishing the method of computing the fee under §2254.106(a),(b) and (c), Tex Gov't Code, limitation of the amount of the contingent fee to a stated percentage of the amount recovered and provision that the contingent fee will not exceed the lesser of the stated percentage of the amount recovered or the amount computed under §2254.106(a),(b) and (c), Tex Gov't Code, as required under §2254.106(d), Tex Gov't Code;**

Pages 2 and 3, sections 4 and 7 (note: percentage limitation may not exceed 35 percent without the prior approval by the legislature.)

- (o) optional in discretion of public agency, limitation of the amount of expenses that may be reimbursed and provision that the amount or payment of only part of the fee is contingent on the outcome of the matter for which the services were obtained, with the amount and payment of the remainder of the fee payable on a regular hourly basis without regard to the outcome of the matter, as provided under §2254.106(e), Tex Gov't Code;**

Page __, section __ is not applicable to this Amended Attorney's Retainer Contract.

(p) except as provided in §2254.107, Tex Gov't Code, for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work, the §2254.106, Tex Gov't Code, requirements [items G) through (o) above] do not apply to a contingent fee contract for legal services in which the expected amount to be recovered and the actual amount recovered do not exceed \$100,000; or under which a series of recoveries is contemplated and the amount of each individual recovery is not expected to and does not exceed \$100,000, as provided under §2254.106(t), Tex Gov't Code;

The amount of the recovery is expected to exceed \$100,000. Page 2, Section 4 provides for recoveries of up to 10 million dollars. A declining percentage of the recovery as attorneys' fees is set out on page 2, section 4.

(q) for each individual recovery that exceeds \$100,000 under a contract described in (p) above, the §2254.106, Tex Gov't Code, requirements [items G) through (o) above] do apply and contract includes provisions for computing the fee in accordance with such requirements for each individual recovery that actually exceeds \$100,000, as provided under §2254.106(t), Tex Gov't Code;

Pages 2 and 3, section 4;
Page 3, sections 6, 7, and 8.

(r) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provisions that meet the §2254.106(a), Tex Gov't Code [items G) and (k) above] and §2254.106(e), Tex Gov't Code [item o above] requirements without regard to the expected or actual amount of recovery under the contract, as required under §2254.107(b), Tex Gov't Code;

- Pages 2 and 3, section 4. This is not a mixed hourly and contingent fee contract.
- Page 3, section 10 provides for Law Firms to associate other attorneys at the expense of Law Firms and not Kaufman County.
- Page 3, sections 6, 7, and 8 of the Amended Attorney's Retainer Contract address reimbursement of other expenses.

(s) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations under §2254.106, Tex Gov't Code, on the amount of the contingent fee [items G) through (o) above] to the entire amount of the fee under the contingent fee contract, including the part of the fee the amount and payment of which is not contingent on the outcome of the matter, as required under §2254.107(c), Tex Gov't Code;

Pages 2 and 3, section 4;
Page 3, Section 10 sets out that Law Firms may associate other counsel at no cost to Kaufman County.

(t) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations on payment of the fee under §2254.108, Tex Gov't Code [item (u) below] to payment of the contingent portion of the fee, as required under §2254.107(d), Tex Gov't Code;

- Pages 2 and 3, section 4. This is not a mixed hourly and contingent fee contract.
- Page 3, section 10 sets out that Law Firms may associate other counsel at no cost to Kaufman County.
- Page 3, sections 6, 7, and 8 set forth reimbursable expenses and limits on such reimbursements.

(u) limitation on payment of fees and expenses, as required under §2254.108, Tex Gov't Code;

Page 3, sections 6, 7, and 8 address reimbursement of expenses from amounts recovered in the litigation and provide Kaufman County is not liable for expenses to the extent there is not sufficient recovery. The agreement does not require Kaufman County to pay attorney's fees or to reimburse expenses if such fees or expenses are not recovered in the litigation. No legislative appropriation is necessary or contemplated.

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DOCUMENTS

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STATUTES

Tex. Gov't Code Ann. § 403.0305 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.101 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.102 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.103 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.104 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.105 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.106 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.107 (Lexis 2018)

Tex. Gov't Code Ann. § 2254.108 (Lexis 2018)

Tex. Health & Safety Code Ann. § 364.013 (1) (Lexis 2018)

Tex. Loc. Gov't Code Ann. § 262.023 (Lexis 2018)

Tex. Loc. Gov't Code Ann. § 262.024 (Lexis 2018)

Tex. Water Code Ann. § 30.003(3) (Lexis 2018)

CASE LAW

Guynes v. Galveston County, 861 S.W.2d 861, 863 (Tex. 1993)

ATTORNEY GENERAL OPINIONS

Tex. Att' y. Gen. Op. No. GA-0153 (2004)

Tex. Att'y Gen. OR2018-16193

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