

NOTICE OF WORKSHOP MEETING FILED FOR RECORD
KAUFMAN COUNTY COMMISSIONERS' COURT KAUFMAN CO. TEXAS



2019 APR 26 PM 1:48

LAURA A. HUGHES
 COUNTY CLERK
 BY: *lv*
 DEPUTY

Notice is hereby given that a workshop meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, May 1, 2019 at 1:00 p.m., in the Courthouse Annex 2nd floor Meeting Room** located at 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**
3. **Jerry Kitchens; To Discuss** renewing Interlocal Agreements for Law Enforcement Patrol Services for Municipal Utility Districts No. 5, 6, and 7.
4. **Discuss/Consider** entering into an Interlocal Agreement between the City of Kaufman and Kaufman County for placement of Storm Siren.
5. **Steve Howie; Discuss/Consider** accepting donation of 500 sandbags from Steve Moody valued at \$300.
6. **Discuss/Consider** approving payroll and benefits.
7. **Discuss/Consider** line item transfers.
8. **Discuss/Consider** claims for payment.
9. **Adjourn Workshop Meeting.**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below

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

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:

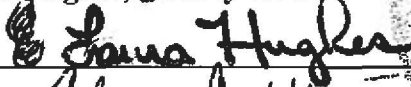
- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

Signed this the 26th day of April, 2019.

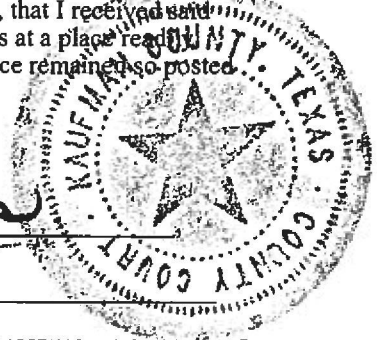

Hal Richards, Kaufman County Judge

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 26th day of April, 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.

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL
SERVICES BETWEEN KAUFMAN COUNTY AND KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT No. 5**

This INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL SERVICES, hereinafter referred to as "Agreement," is made by and between Kaufman County, a political subdivision of the State of Texas, hereinafter referred to as the "County," and Kaufman County Municipal Utility District No.5, a political subdivision of the State of Texas, hereinafter referred to as the "District."

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

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

WHEREAS, the District is a political subdivision of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 54 and 49 Texas Water Code as amended; and

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

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

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

WHEREAS, the District seeks to provide additional law enforcement and related services for the benefit of citizens within the boundaries specified in the attached Exhibit B, which is within the boundaries of the District; and

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

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

I. PURPOSE

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

II. TERM

TERM AND RENEWAL

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

TERMINATION

Written notice is required for any party desiring to terminate this Agreement. The Agreement may be terminated at any time, for cause or no cause, by either party giving thirty (30) days written notice to the other party to the identified Notice Addresses provided in this Agreement. The notice must be made by U.S. Postal Service, Certified Mail, Return Receipt Requested.

III. CONSIDERATION FOR SERVICES AND FINANCIAL PROVISIONS

CONTRACT FUNDING AMOUNT

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

CONTINGENCY FEE

The District understands and agrees that fees may occur that are not contemplated by this Agreement. The creation of a contingency fee line will allow the County to account for such expenses, some of which are described in Exhibit A hereto. Such expenses may include, but are not limited to, Deputy training/school, unexpected vehicle maintenance, uniform expenses, etc. Non-budgeted expenses shall be invoiced to the District within the routine quarterly invoice. A contingency fee will not be invoiced if non-budgeted expenses do not occur. The purpose of the 10% fee is to fairly compensate the County for all expenses incurred under the terms of this Agreement, including those that cannot be reasonably anticipated in advance; and the parties agree that 10% is a fair estimate of such potential unanticipated expenses. However, if any non-budgeted expenses occur that exceed the 10% contingency fee, the District will remain responsible for reimbursing the County for such expenses upon reasonable justification that the expense was necessary to uphold the terms of this Agreement. Funding disagreements shall be subject to provisions of "DISPUTES."

INDIRECT FEE

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

BILLING

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

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

CHANGE OF ADDRESS

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

SUSPENSION OF SERVICES

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

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

IV. SCOPE OF SERVICES

SCOPE OF SERVICES

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

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

PATROL UNIT

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

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

NUMBER OF PATROL UNITS

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

HOURS WORKED BY PATROL UNIT

The contracted number of "working time" hours (bi-weekly) by the Patrol Unit is eighty (80) hours. The District and the County will agree to the work shifts for each Patrol Unit by separate written notice. The Kaufman County Precinct # 2 Constable's Office will manage the schedule of each Patrol Unit so that the Patrol Unit has as many direct patrol hours as possible within the District. District understands that a Patrol Unit may have a certain number of undefined hours in which the Patrol Unit may be needed to attend court hearings, training, meetings, or have routine employee-related absences which may reduce the number of direct patrol hours. If possible and within personnel and budgetary limits, the County may assign a substitute Patrol Unit to District to provide service in the absence of the assigned Patrol Unit.

The Constable's Office will provide information to District of Deputy absences in writing on a quarterly basis. In addition, the District may at any time request work logs or similar materials documenting the hours worked by a Patrol Unit in order to determine the number of direct patrol hours within the District, and the County shall provide said documentation upon this request. Information requested, and provided, shall be subject to the Texas Public Information Act.

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

OVERTIME

Any time worked by a Deputy in excess of eighty (80) hours bi-weekly is considered overtime. Overtime costs will be administered in accordance with the Kaufman County attendance/leave-time/overtime policies as they apply to non-exempt law enforcement personnel. District and the Precinct 2 Constable's Office will establish an overtime protocol designed to help manage overtime costs. Precinct 2 Constable's Office will use its best efforts to notify District prior to the scheduling of planned overtime. District agrees to compensate the County for reasonable and customary overtime costs; and the County agrees that overtime costs shall be incurred only when determined to be reasonably necessary to affect the purposes and intent of this agreement. Such costs will be added to the quarterly invoice to District.

ABSENCES

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

V. PERSONNEL

PATROL DEPUTY

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

CHAIN OF COMMAND

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

WORK ASSIGNMENT

Each Deputy shall have his/her work assignment and duties outlined under this Agreement as their primary job assignment and will not regularly be assigned additional police duties by the Kaufman County Constable Precinct # 2. The County reserves the right, however, to reassign a Deputy temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the Constable's jurisdiction. The Precinct 2 Constable's Office will provide information to the District of such instances in writing.

VI. EQUIPMENT

EQUIPMENT

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

EQUIPMENT REPLACEMENT

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

PATROL VEHICLE

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

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

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

VII. COUNTY'S RESPONSIBILITIES

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

LIAISON

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

Constable Liaison Designee: Sergeant Jerry Kitchens
Kaufman County Constable Precinct # 2
200 East Main St.

Forney, Texas 75126
Phone: 972-564-4054 x 110
Cell: 214-236-4141

COUNTY LIABILITY:

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

SERVICE MANAGEMENT

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

RESPONSIVENESS

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

NOTICES

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

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

VIII. DISTRICT'S RESPONSIBILITIES

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

LIAISON

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

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

DISTRICT'S LIABILITY:

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

wrongful acts of employees or agents of the County to the extent allowed by Texas law.

AREA OF ENFORCEMENT (MAPS)

The District will provide County with accurate maps of the areas and boundaries of the District and the areas to be patrolled. Subdivision plats and updated maps will be provided to the County as the land is platted or boundaries change. Exhibit B attached hereto contains a legal description of the area to be patrolled within the District.

NOTICES

The District designates the following address for notices required by this Agreement to be sent to the following:

Kaufman County Municipal Utility No.5
c/o Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Phone: 972-788-1600
Fax: 972-702-0662

IX. MISCELLANEOUS PROVISIONS

RECOURSE

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

DISPUTES

Any dispute arising from the failure, of either the District or County, to agree on any potential refund and/or payment amounts will be first submitted to non-binding mediation. Each party will pay one-half (1/2) of the cost of expense of said mediation.

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

CURRENT REVENUES

Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

NON-APPROPRIATION AND FISCAL FUNDING

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

NO THIRD PARTY BENEFICIARIES

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

hereunder.

VENUE

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

SEVERABILITY

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

LIABILITY AND IMMUNITY

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

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

Except as hereinafter provided no party assumes any liability beyond that provided by law and expressly acknowledges the potential shifting and/or assumption of liability as outlined in the Interlocal Agreement Act codified in Government Code §791.006.

FORCE MAJEURE

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

ENTIRE AGREEMENT

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

AUTHORIZED OFFICIALS

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

COUNTERPARTS

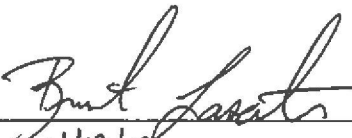
This Agreement may be executed in counterpart with no adverse bearing on dignity and effect.
[Execution Page Follows]

KAUFMAN COUNTY, TEXAS

KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT #5


County Judge

Date Signed



(4/18/19) Date Signed

Attest:

Attest:


Approved as to Form:

Approved as to Form:

Kaufman County Assistant District Attorney



Attorney for Kaufman County MUD No. 5

Clements Ranch
FY2019

Attachment (A)		
<i>Based on 40 hours a week</i>		
Base Salary	45,502.00	Entry Level Deputy for 52 weeks
Step Pay	6,000.00	
Longevity	1,546.00	
Social Security	4,059.00	Payroll Taxes: 1.45% Medicare + 6.20 % Social Security
Retirement	5,155.00	County Retirement: 9.71% / 9.72%
Insurance	11,422.00	12 Month Health Ins. + 2.48% Worker's Comp + 0.26% Unemployment
Uniform	500.00	
Vehicle Maintenance	1,500.00	Routine Maintenance
Fuel/Oil	3,500.00	Fuel & Oil Changes
Vehicle Insurance	450.00	
<i>Operating Sub-Total</i>	<i>79,634.00</i>	
Indirect	13,000.00	Cost for Support Services
Contingency 10%	7,964.00	Unforeseen Costs
<i>Sub-Total</i>	<i>20,964.00</i>	
Total	100,598.00	General Fund Revenue

**EXHIBIT B
LEGAL DESCRIPTION
CLEMENTS RANCH**

BEING a 257.540 acre tract of land situated in the City of Dallas, Extra Territorial Jurisdiction, Kaufman County, Texas, being a part of the John R. Conner Survey, Abstract No. 100, the William Conner Survey, Abstract No. 92 and the Solomon Woods Survey, Abstract No. 574, being the same tract of land called 257.535 acre tract of land conveyed to CADG Travis Ranch 257, LLC, by deed of record in Volume 4819, Page 464, Deed Records, Kaufman County, Texas, said 257.540 acre tract being more particularly described as follows:

BEGINNING at a PK nail set in Lake Ray Hubbard Drive (public) for the southeast corner of said called 257.535 acre tract, said nail being in the northerly line of the 489.456 acre tract of land conveyed to Travis Ranch, LLC, by deed of record in Volume 3481, Page 101, of said Deed Records;

THENCE in a northwesterly direction with said Lake Ray Hubbard Drive and the northerly line of said 489.456 acre tract the following calls and distances:

North 43 degrees 12 minutes 55 seconds West a distance of 190.86 feet;

North 46 degrees 18 minutes 13 seconds West a distance of 100.45 feet;

Along a curve to the left having a radius of 752.63 feet and an arc length of 500.68 feet (chord bears North 65 degrees 21 minutes 41 seconds West, 491.50 feet);

North 84 degrees 25 minutes 15 seconds West, a distance of 102.69 feet;

North 87 degrees 08 minutes 19 seconds West, a distance of 101.91 feet;

North 89 degrees 49 minutes 18 seconds West, a distance of 199.30 feet;

South 89 degrees 19 minutes 44 seconds West, a distance of 200.60 feet;

North 89 degrees 35 minutes 32 seconds West, a distance of 179.93 feet;

North 88 degrees 58 minutes 17 seconds West, a distance of 73.77 feet;

North 84 degrees 49 minutes 51 seconds West, a distance of 73.00 feet;

Along a curve to the right having a radius of 255.32 feet and an arc length of 160.49 feet (chord bears North 66 degrees 49 minutes 23 seconds West, 157.86 feet);

North 48 degrees 48 minutes 52 seconds West, a distance of 48.28 feet;

North 44 degrees 52 minutes 57 seconds West, a distance of 190.00 feet;

North 45 degrees 08 minutes 09 seconds West, a distance of 354.80 feet;

North 45 degrees 18 minutes 51 seconds West, a distance of 146.93 feet;

North 42 degrees 53 minutes 16 seconds West, a distance of 37.53 feet;

Along a curve to the right having a radius of 418.75 feet and an arc length of 368.92 feet (chord bears North 17 degrees 38 minutes 56 seconds West, 357.10 feet);

North 07 degrees 35 minutes 24 seconds East, a distance of 180.68 feet;

North 07 degrees 03 minutes 51 seconds East, a distance of 163.18 feet;

North 04 degrees 48 minutes 02 seconds East, a distance of 28.22 feet;

North 12 degrees 21 minutes 58 seconds East, a distance of 132.28 feet;

North 17 degrees 32 minutes 19 seconds East, a distance of 82.78 feet;

North 18 degrees 40 minutes 21 seconds East, a distance of 94.60 feet;

Along a curve to the right having a radius of 700.33 feet and an arc length of 208.92 feet (chord bears North 27 degrees 13 minutes 07 seconds East, 208.15 feet);

North 35 degrees 45 minutes 54 seconds East, a distance of 64.83 feet;

North 37 degrees 29 minutes 47 seconds East, a distance of 261.43 feet;

North 36 degrees 20 minutes 07 seconds East, a distance of 55.31 feet;

North 43 degrees 36 minutes 24 seconds East, leaving said Lake Ray Hubbard Drive a distance of 140.80 feet to a 1/2" iron rod found for an angle point in the west line of said called 257.535 acre tract;

THENCE North 00 degrees 09 minutes 44 seconds West, re-entering said Lake Ray Hubbard Drive and continuing along the general course thereof a total distance of 999.96 feet to a PK nail set for an angle point in the west line of said called 257.535 acre tract;

THENCE North 01 degrees 08 minutes 00 seconds West, a distance of 677.06 feet to a PK nail found for the northwest corner of said called 257.535 acre tract;

THENCE South 89 degrees 57 minutes 41 seconds East with the north line of said 257.535 acre tract, a distance of 2,121.38 feet to a found 1/2" iron rod;

THENCE South 52 degrees 55 minutes 23 seconds East continuing with said north line, a distance of 943.70 feet to a 1/2" iron rod with yellow plastic cap stamped "CARTER BURGESS" found at the most southerly corner of Lot 10, Block F of Travis Ranch, Phase 2A, an addition to Kaufman County as shown by plat of record in Volume 2584, Page 385 of the Plat Records, Kaufman County, Texas, said rod marking the northwest corner of the 14.719 acre tract of land conveyed to Forney Independent School District by deed of record in Volume 2778, Page 396 of the Deed Records, Kaufman County, Texas;

THENCE South 52 degrees 52 minutes 34 seconds East with the west line of said 14.719 acre tract, a distance of 507.07 feet to a 1/2" iron rod found marking an angle point in said west line, said rod being the most easterly northeast corner of said called 257.535 acre tract;

THENCE South 50 degrees 18 minutes 20 seconds West, a distance of 816.83 feet to a 1/2" iron rod found at an angle point in the west line of Lot 20, Block P, of Travis Ranch, Phase 2B, an addition to Kaufman County as shown by plat of record in Cabinet 2, Page 749, of said Plat Records;

THENCE South 06 degrees 03 minutes 19 seconds West, a distance of 139.65 feet to a 5/8" iron rod with yellow plastic cap stamped "CARTER BURGESS" found for the southwest corner of Lot 21, of said Block P and the northwest corner of the 13.490 acre tract of land conveyed to CADG Travis Ranch, LLC, by deed of record in Volume 4824, Page 276, of said Deed Records;

THENCE South 05 degrees 51 minutes 04 seconds West, a distance of 1,119.86 feet to a 1/2" iron rod found for the southwest corner of said 13.490 acre tract;

THENCE South 80 degrees 22 minutes 19 seconds East, with the south line of said 13.490 acre tract, a distance of 280.93 feet to an iron rod found marking an angle point in the east line said called 257.535 acre tract, said rod being the most westerly northwest corner of the 43.177 acre tract of land conveyed to CADG Travis Ranch LLC by deed of record in Volume 4824, Page 282, of said Deed Records;

THENCE along the east line of said called 257.535 acre tract the following calls and distances:

South 15 degrees 15 minutes 26 seconds West, a distance of 837.59 feet to an iron rod found at an angle point in the west line of said 43.177 acre tract;

South 45 degrees 15 minutes 58 seconds West, passing the southwest corner of said 43.177 acre tract and continuing along the west line of the 92.332 acre tract of land described as Exhibit "C" – Tract 1 in deed to CTMGT Travis Ranch LLC of record in Volume 3447, Page 61 of said Deed Records, for a total distance of 871.04 feet to an iron rod found marking an angle point in the east line said called 257.535 acre tract;

South 07 degrees 30 feet 54 seconds West, a distance of 78.82 feet to an iron rod found marking an angle point in the east line said called 257.535 acre tract;

South 36 degrees 58 minutes 50 seconds West, a distance of 133.66 feet to an iron rod found marking an angle point in the east line said called 257.535 acre tract;

South 46 degrees 48 minutes 08 seconds West, a distance of 25.24 feet to the **POINT-OF-BEGINNING** and containing **257.540 acres or 11,218,433 square feet** of land.

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL
SERVICES BETWEEN KAUFMAN COUNTY AND KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT Nos. 6 & 7**

This INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT PATROL SERVICES, hereinafter referred to as "Agreement," is made by and between Kaufman County, a political subdivision of the State of Texas, hereinafter referred to as the "County," and Kaufman County Municipal Utility District Nos. 6 and 7, political subdivisions of the State of Texas, hereinafter referred to as the "Districts."

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

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

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

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

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

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

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

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

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

I. PURPOSE

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

II. TERM

TERM AND RENEWAL

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

TERMINATION

Written notice is required for any party desiring to terminate this Agreement. The Agreement may be terminated at any time, for cause or no cause, by either party giving thirty (30) days written notice to the other party to the identified Notice Addresses provided in this Agreement. The notice must be made by U.S. Postal Service, Certified Mail, Return Receipt Requested.

III. CONSIDERATION FOR SERVICES AND FINANCIAL PROVISIONS

CONTRACT FUNDING AMOUNT

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

CONTINGENCY FEE

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

INDIRECT FEE

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

BILLING

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

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

CHANGE OF ADDRESS

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

necessary.

SUSPENSION OF SERVICES

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

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

IV. SCOPE OF SERVICES

SCOPE OF SERVICES

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

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

PATROL UNIT

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

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

NUMBER OF PATROL UNITS

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

HOURS WORKED BY PATROL UNIT

The contracted number of "working time" hours (bi-weekly) by the Patrol Unit is eighty (80) hours. The Districts and the County will agree to the work shifts for each Patrol Unit by separate written notice. The Kaufman County Precinct # 2 Constable's Office will manage the schedule of each Patrol Unit so that the Patrol Unit has as many direct patrol hours as possible within the Districts. Districts understand that a Patrol Unit may have a certain number of undefined hours in which the Patrol Unit may be needed to attend court hearings, training, meetings, or have routine employee-related absences which may reduce the number of direct patrol hours. If possible and within personnel and budgetary limits, the County may assign a substitute Patrol Unit to Districts to provide service in the absence of the assigned Patrol Unit.

The Constable's Office will provide information to Districts of Deputy absences in writing on a quarterly basis. In addition, the Districts may at any time request work logs or similar materials documenting the hours worked by a Patrol Unit in order to determine the number of direct patrol hours within the Districts, and the County shall provide said documentation upon this request. Information requested, and provided, shall be subject to the Texas Public Information Act.

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

OVERTIME

Any time worked by a Deputy in excess of eighty (80) hours bi-weekly is considered overtime. Overtime costs will be administered in accordance with the Kaufman County attendance/leave-time/overtime policies as they apply to non-exempt law enforcement personnel. Districts and the Precinct 2 Constable's Office will establish an overtime protocol designed to help manage overtime costs. Precinct 2 Constable's Office will use its best efforts to notify Districts prior to the scheduling of planned overtime. Districts agree to compensate the County for reasonable and customary overtime costs; and the County agrees that overtime costs shall be incurred only when determined to be reasonably necessary to affect the purposes and intent of this agreement. Such costs will be added to the quarterly invoice to Districts.

ABSENCES

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

V. PERSONNEL

PATROL DEPUTY

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

CHAIN OF COMMAND

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

WORK ASSIGNMENT

Each Deputy shall have his/her work assignment and duties outlined under this Agreement as their primary job assignment and will not regularly be assigned additional police duties by the Kaufman County Constable Precinct # 2. The County reserves the right, however, to reassign a Deputy temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the Constable's jurisdiction. The Precinct 2 Constable's Office will provide information to the Districts of such instances in writing.

VI. EQUIPMENT

EQUIPMENT

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

EQUIPMENT REPLACEMENT

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

PATROL VEHICLE.

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

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

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

VII. COUNTY'S RESPONSIBILITIES

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

LIAISON

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

Constable Liaison Designee: Sergeant Jerry Kitchens
Kaufman County Constable Precinct # 2
200 East Main St.

Forney, Texas 75126
Phone: 972-564-4054 x 110
Cell: 214-236-4141

COUNTY LIABILITY:

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

SERVICE MANAGEMENT

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

RESPONSIVENESS

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

NOTICES

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

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

VIII. DISTRICTS' RESPONSIBILITIES

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

LIAISON

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

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

DISTRICTS' LIABILITY:

The Districts understand and agree that the Districts, its employees, servants, agents, and representatives are not and shall at no time represent themselves to be employees, servants, agents, and/or representatives of the

County. The Districts shall not be required to indemnify nor defend the County for any liability arising out of the wrongful acts of employees or agents of the County to the extent allowed by Texas law.

AREA OF ENFORCEMENT (MAPS)

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

NOTICES

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

Kaufman County Municipal Utility Nos. 6 & 7
c/o Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Phone: 972-788-1600
Fax: 972-702-0662

IX. MISCELLANEOUS PROVISIONS

RECOURSE

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

DISPUTES

Any dispute arising from the failure, of either the Districts or County, to agree on any potential refund and/or payment amounts will be first submitted to non-binding mediation. Each party will pay one-half (1/2) of the cost of expense of said mediation.

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

CURRENT REVENUES

Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

NON-APPROPRIATION AND FISCAL FUNDING

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

NO THIRD PARTY BENEFICIARIES

No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm,

corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

VENUE

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

SEVERABILITY

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

LIABILITY AND IMMUNITY

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

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

Except as hereinafter provided no party assumes any liability beyond that provided by law and expressly acknowledges the potential shifting and/or assumption of liability as outlined in the Interlocal Agreement Act codified in Government Code §791.006.

FORCE MAJEURE

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

ENTIRE AGREEMENT

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

AUTHORIZED OFFICIALS

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

COUNTERPARTS


This Agreement may be executed in counterpart with no adverse bearing on dignity and effect.
[Execution Page Follows]

KAUFMAN COUNTY, TEXAS

KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT No. 6

County Judge

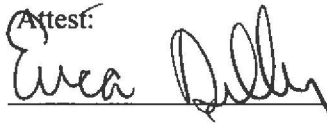
Date Signed


(4-18-19)

Date Signed


Attest:

Attest:



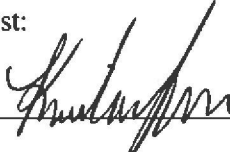
Attestor

KAUFMAN COUNTY
MUNICIPAL UTILITY DISTRICT No. 7


(4/18/19)

Date Signed

Attest:



Attestor

Approved as to Form:

Approved as to Form:

Kaufman County Assistant District Attorney



Attorney for Kaufman County MUD Nos. 6 & 7

EXHIBIT "A"

Deputy Constable FY 2019	2019 Travis Ranch (A)		04/12/2019 - 09/30/2019
	1,000	40 HRS PER WEEK x 25 WEEKS	
	\$52,730.48		
Salary	\$21,875.48		
Social Security	\$1,674.00		
Retirement	\$2,127.00		
Insurance	\$2,473.00		
Uniform	\$600.00		
Work Comp/ Unemploy	\$544.00		
Deputy Equipment	\$7,198.00	Taser, Radio, Vest, B-Cam, Laptop/Car	
Vehicle/ Equip	\$0.00	Vehicle Equip + Radio	
Vehicle Maint.	\$1,000.00	- Routine Maint.	
Fuel/Oil	\$1,800.00	- Fuel Oil Changes @ 8,800 miles @ 14 mpg @ \$2.75 pg	
Annual Veh. Ins	\$439.00		
Conting.	\$5,000.00	- Unforeseen Costs	
Indirect	\$8,000.00	Cost for Support Services	
Total	\$52,730.48		

**INTERLOCAL COOPERATION AGREEMENT FOR PLACEMENT OF STORM
SIREN IN KAUFMAN, TEXAS**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the City of Kaufman, Texas ("City"), a political subdivision of the State of Texas, and Kaufman County, Texas ("County"), also a political subdivision of the State of Texas.

RECITALS

WHEREAS, City has immediate need for the relocation of a storm siren, which is currently located on Kaufman Independent School District property; and

WHEREAS, City desires to relocate the storm siren to property owned by County, which is located at: South Annex Campus Property, 3003 South Washington, Kaufman, Texas 75142; and

WHEREAS, Trinity Valley Electric Cooperative consented to the placement of the storm siren within its right-of-way via correspondence sent to County and City, incorporated herein as Exhibit "A"; and

WHEREAS, Section 791 of the Texas Government Code authorizes local governments to agree with another local government to provide a governmental function or service; and

WHEREAS, the purpose of this agreement is to preserve the health and welfare of the citizens of both City and County; and

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENT

Section 1. Term. This agreement shall commence on the date approved by both parties and shall terminate, either upon: (1) the moving of the storm siren away from County's property; or (2) upon City's failure to meet any section of this Agreement.

Section 2. Obligations. City agrees to assume all responsibility for construction, operation, and maintenance of the storm siren. City further agrees to hold adequate insurance and list County as an additional insured party regarding the storm siren.

Section 3. Miscellaneous.

Entirety of Agreement. The terms and provisions of this agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this agreement and any attachment thereto, the terms of this agreement shall prevail.

Governing Law. This agreement shall be governed by and construed in accordance with

the laws of the state of Texas and venue shall lie exclusively in Kaufman County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this agreement, which shall remain in force and effect.

Assignment. No party to this agreement may assign or otherwise transfer any of its interest in this agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Force Majeure. The City and County shall exercise their best efforts to meet their respective duties and obligations as set forth in this agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this agreement on behalf of the parties and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

(Signature page to follow)

**Interlocal for Placement of Strom Siren
- Signature Page -**

CITY OF KAUFMAN, TEXAS

SIGNED AND DATED this ____ day of _____, 2019.

City of Kaufman, Texas

(name printed)

ATTEST:

(name printed)

KAUFMAN COUNTY, TEXAS

SIGNED AND DATED this ____ day of _____, 2019.

Kaufman County, Texas
County Judge Hal Richards

ATTEST:

County Clerk
Laura Hughes

**IN THE COMMISSIONERS COURT
OF KAUFMAN COUNTY, TEXAS**

DONATION OF SAND BAGS TO KAUFMAN COUNTY, TEXAS

BE IT REMEMBERED, that on the 1st day of May , 2019, came on to be considered the donation of sand bags to Kaufman County, Texas, by Steve Moody, hereinafter referred to as the Donor. After careful consideration, the Commissioners Court of Kaufman County, Texas, has determined that the donation, described as follows: 500 sand bags which can be used for protecting property from imminent flooding; thereby serving a public benefit.

BE IT THEREFORE ORDERED, ADJUDGED and DECREED, that the donated item has a reasonable cash market value of \$300.00. **(Donations valued at more than \$500.00 will be reported by Kaufman County to the IRS on form 8282. Donors should report such donations on IRS form 1040, Schedule A, or IRS Form 8283.)**

Executed this 1st day of May , 2019.

Accepted by:

Kaufman County Judge

Attest:

Kaufman County Clerk