

Mike Hunt
Commissioner Precinct 1

Skeet Phillips
Commissioner Precinct 2



Hal Richards
County Judge

FILED FOR RECORD
KAUFMAN CO. TEXAS

2019 JUL 12 PM 2:47

LAURA A. HUGHES
COUNTY CLERK
BY: *[Signature]*
DEPUTY

Terry Barber
Commissioner Precinct 3

Ken Cates
Commissioner Precinct 4

NOTICE OF WORKSHOP MEETING

Notice is hereby given that a workshop meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, July 17, 2019 at 9:00 a.m., in the 2nd Floor Conference Meeting Room located in the Courthouse Annex, 100 North Washington Street, Kaufman, Texas**, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

INVOCATION;

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;

REMARKS FROM VISITORS; (Any member of the public that wishes to speak on an item that is on this agenda will need to sign in, complete a Public Participation Form, and present to County Clerk prior to court. Speakers will be restricted to a three minute presentation.)

1. **ROUTINE CORRESPONDENCE.**

2. **CONSENT AGENDA**

A. **Discuss/Consider** accepting Commissioners Court Meeting Minutes for June 13, July 8, and July 10, 2019.

3. **Discuss/Consider** exiting workshop meeting and entering into a public hearing.

4. **Public Hearing;** To receive input from public regarding the consideration of a Petition for the Creation of Kaufman County Fresh Water Supply District No. 7.

5. **Discuss/Consider** exiting public hearing and entering back in to workshop meeting.

6. **Discuss/Consider** Petition for the Creation of Kaufman County Fresh Water Supply District No. 7 and appointing Temporary Supervisors and signing order for same.

7. **Mary Westbrook;** Discuss/Consider to approve the Health and Welfare Benefit Renewals for Plan Year 2019-2020.

8. **Brenda Samples;** To Present Tax-Assessor Collector's Report for the Month of June 2019.

9. **Judge Richards;** Discuss/Consider entering into an Interlocal Agreement between the North Central Texas Emergency Communications District and Kaufman County for Regional 9-1-1 Service.

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

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

12. **Discuss/Consider** exiting workshop meeting and entering into executive session.

13. **Executive Session:** Pursuant to Section 551.074 of the Texas Government Code, the Commissioners Court will meet in closed session to discuss departmental organization structure.
14. **Discuss/Consider** exiting executive session and entering back into workshop meeting.
15. **Discuss/Consider** taking any action as a result of executive session.
16. **To Discuss** the Fiscal Year 2019-2020 Annual Budget.
17. **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
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 12th day of July, 2019.


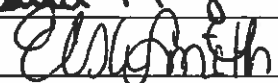

 Hal Richards, Kaufman County Judge

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 12th day of July, 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.

**COMMISSIONERS COURT
WORKSHOP/SPECIAL MEETING
JUNE 13, 2019**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Workshop/Special Meeting in the Kaufman County Courthouse Annex, Commissioners Courtroom, Kaufman, Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; **Terry Barber**, Commissioner Precinct 3; **Ken Cates**, Commissioner Precinct 4; **Laura Hughes**, County Clerk.

BUDGET WORKSHOP

To discuss the proposed FY 2019-2020 Budget and possibly meet with the following departments:

Indigent Health Care, Purchasing, District Clerk, Public Works, Fire Marshal, Human Resource, Constable Precinct 1, 2, 3, and 4, Justice of the Peace Precinct 1, 2, 3, and 4, Facilities Department, Library Budgets, Adult Probation, Development Services, Treasurer, County Court at Law, County Court at Law #2, Veterans Service Office, Auditor, County Clerk, District Attorney, Sheriff's Department, Public Defender, Emergency Management, Project Manager, 86th District Court, 422nd District Court, Telecommunications Department, Senior Connect, IT Department, Emergency Children's Shelter, Juvenile Probation and any other Departments / Agencies who receive funding from Kaufman County.

MOTION TO ADJOURN

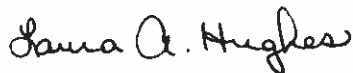
There came on to be a motion to adjourn.

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

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

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

ATTEST:



Laura Hughes, County Clerk

**COMMISSIONERS COURT
REGULAR MEETING
JULY 10, 2019**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting in the Kaufman County Courthouse Annex, Commissioners Courtroom, Kaufman Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; **Terry Barber**, Commissioner Precinct 3; **Ken Cates**, Commissioner Precinct 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

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

2A. Accept Commissioners Court Meeting Minutes for June 26, June 27 and July 3, 2019.

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 EXITING REGULAR MEETING

AND ENTER INTO PUBLIC HEARING

8. There came on to be a motion to approve exiting the Regular Meeting and enter into a Public Hearing to receive input from the public regarding the consideration of a Petition for the Creation of Kaufman County Fresh Water Supply District Number 7.

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.

PUBLIC HEARING

9. There came on to be a motion to adjourn Public Hearing regarding Fresh Water Supply District No. 7.

Public Hearing will reconvene at the next Commissioner Court Hearing on July 11, 2109.

Motion was made by County Judge Hal Richards and seconded by Commissioner Mike Hunt.

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

MOTION TO APPROVE EXITING PUBLIC HEARING

AND ENTER INTO REGULAR MEETING

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

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

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

MOTION TO APPROVE EXPENDITURES FOR GARDEN LEARNING CENTER

3. There came on to be a motion to approve authorizing the expenditure of funds for the Garden Learning Center and County Garden Project, located at the Kaufman County South Campus, at a total cost of \$10,360.

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 AGREEMENT

4. There came on to be a motion to approve Fleet Management Agreement with Enterprise Fleet Management to implement Fleet Management Proposal.

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 FINAL REPLAT

5. There came on to be a motion to approve the Final Plat for Replat of Lots 18, 19, and 20 of Meadowbrook Acres.

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

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

MOTION TO APPROVE ORDER

6. There came on to be a motion to approve an Order for Disbursement of Salaries and Routine Office Supplies, per Senate Bill 354 (SB 354).

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

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

MOTION TO TABLE CONTRACT

7. There came on to be a motion to table Service Agreement Contract with Texas Concierge & Security.

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 TABLE PETITION, APPOINTMENTS, AND ORDER

11. There came on to be a motion to table the Petition for the Creation of Kaufman County Fresh Water Supply District Number 7, appointment of Temporary Supervisors, and signing of Order for same.

Motion was made by County Judge Hal Richards and seconded by Commissioner Skeet Phillips.

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

MOTION TO APPROVE PAYROLL AND BENEFITS

12. There came on to be a motion to approve Payroll and Benefits for \$1,224,406.96.

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

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

MOTION TO APPROVE LINE ITEM TRANSFERS

13. There came on to be a motion to approve Line Item Transfers.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Ken Cates.

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

MOTION TO APPROVE CLAIMS FOR PAYMENT

14. There came on to be a motion to approve Claims for Payment for \$438,440.25

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

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

MOTION TO APPROVE EXITING REGULAR MEETING

AND ENTER INTO EXECUTIVE SESSION

15. There came on to be a motion to approve exiting Regular Meeting and enter into Executive Session;

Pursuant to Texas Government Code §551.071:

Abner Farms Final Plat and litigation/enforcement issues;

Brown v Robert Hawkins, et al – filed Case No. DC1818247;

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;

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

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

EXECUTIVE SESSION

16. Executive Session was held. County Judge has Certified Agenda.

MOTION TO APPROVE EXITING EXECUTIVE SESSION

AND ENTER INTO REGULAR MEETING

17. There came on to be a motion to approve exiting Executive Session and enter into Regular Meeting.

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

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

NO ACTION TAKEN FROM EXECUTIVE SESSION

MOTION TO ADJOURN

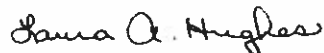
26. There came on to be a motion to adjourn.

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

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

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

ATTEST:



Laura Hughes, County Clerk

**COMMISSIONERS COURT
WORKSHOP/SPECIAL MEETING
JULY 8, 2019**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Workshop / Special Meeting at 1:00 P.M. in the Kaufman County Courthouse Annex 2nd Floor Meeting Room, Kaufman, Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; **Terry Barber**, Commissioner Precinct 3; **Ken Cates**, Commissioner Precinct 4; **Laura Hughes**, County Clerk.

BUDGET WORKSHOP

To discuss the Fiscal Year 2019-2020 Budget

MOTION TO ADJOURN WORKSHOP

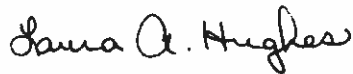
There came on to be a motion to adjourn.

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

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

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

ATTEST:



Laura Hughes, County Clerk

**PETITION FOR THE CREATION OF
KAUFMAN COUNTY FRESH WATER SUPPLY DISTRICT NO. 7**

FILED FOR RECORD
AT 2:12 O'CLOCK P M

THE STATE OF TEXAS

§

JUN 14 2019

COUNTY OF KAUFMAN

§

Clerk, County Court, Kaufman County, TX

By JB Deputy

TO THE HONORABLE COMMISSIONERS COURT OF KAUFMAN COUNTY, TEXAS:

The undersigned petitioner (herein the "Petitioner", whether one or more) being a majority of the persons who hold title to land(s) situated within the area hereinafter described, which represents a total value of more than 50% of the value of all such area, and being a majority in value of the holders of title of the land within said area as indicated by the tax rolls of the Kaufman County Appraisal District, acting pursuant to the provisions of Chapter 53, Texas Water Code, as amended, together with all amendments and additions thereto, respectfully petitions this Honorable Body for creation of a fresh water supply district, and would respectfully show the following:

I.

The name of the proposed district shall be Kaufman County Fresh Water Supply District No. 7 (the "District").

II.

The District shall be created under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and Chapters 49 and 53 of the Texas Water Code, as amended, together with all amendments and additions thereto.

III.

The District shall contain an area of approximately 717 acres of land, situated wholly within Kaufman County, Texas, described by metes and bounds in Exhibit "A," which is attached hereto and made a part hereof for all purposes (the "Land"). All of the Land is located within the extraterritorial jurisdiction of the City of Crandall, Texas (the "City"). None of the Land is located within the corporate limits or extraterritorial jurisdiction of any other city, town or village.

IV.

The undersigned Petitioner constitutes a majority of the persons who hold title to the Land, which represents a total value of more than 50% of the value of the Land within the District, as well as a majority in value of the holders of title of the Land to be included within the District as indicated by the tax rolls of the Kaufman County Appraisal District. The four lienholders on the Land, (1) Mary Ann Layden, in her individual capacity; (2) A.J. Layden, Jr.,

in his individual capacity; (3) Mary Ann Layden and A.J. Layden, Jr., as co-trustees of the A.J. Layden, Jr. Land Trust; and (4) Mary Ann Layden and A.J. Layden, Jr as co-trustees of the Mary Ann Layden Land Trust, have consented to the creation of the District, as evidenced by the Certificates of Leiholder's Consent, which are attached hereto as Exhibits "B," "C," "D," and "E," respectively, and incorporated herein for all purposes.

V.

The District shall be created for all of the purposes set forth in Chapter 49 and 53, Texas Water Code, as amended, including, without limitation, to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes inside and/or outside the boundaries of the District. In addition, subject to compliance with the requirements of Section 53.121, Texas Water Code, as amended, the District may purchase, construct, acquire, own, operate, repair, improve, and extend sanitary sewer systems to control wastes; and, subject to compliance with the requirements of Section 53.029, Texas Water Code, as amended, may assume the rights, authority, privileges, and functions of a road district under Article III, Section 52(b)(3) of the Texas Constitution, Chapter 257 of the Transportation Code, and other general laws of the State relating to road districts.

The aforementioned purposes are to be accomplished by any and all mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the end that public health and welfare may be conserved and promoted and the purity and sanitary condition of the State's waters protected, affected and restored.

VI.

The District shall have the powers of government and authority to exercise the rights, privileges, and functions given to it by Chapter 49 and 53, Texas Water Code, as amended, or by any other State law.

VII.

The general nature of the work to be done by the District at the present time is: the acquisition, construction, maintenance and operation of a waterworks system, including the purchase and sale of water, for domestic and commercial purposes; subject to compliance with the requirements of Section 53.121, Texas Water Code, as amended, the acquisition, construction, maintenance and operation of a sanitary sewer collection, treatment and disposal system, including the purchase and sale of sewer services, for domestic and commercial purposes; subject to compliance with the requirements of Section 53.029, Texas Water Code, as amended, the acquisition, construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes for residential and commercial purposes; and the acquisition, construction, installation, maintenance, purchase and operation of such additional facilities, systems, plants and enterprises as shall be consonant with applicable State law and the purposes for which the District is organized.

VIII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water and sanitary sewer facilities or services or with adequate roads and turnpikes. The health and welfare of the future inhabitants of the District and of the inhabitants of the area adjacent thereto require the acquisition and installation of an adequate waterworks system and sanitary sewer collection system and disposal system together with roads and turnpikes.

The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and sanitary sewer collection and disposal systems will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of the District.

IX.

Said proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the District is of such a nature that a waterworks and sanitary sewer system and roads and turnpikes can be constructed at a reasonable cost with reasonable tax rates and water and sewer rates, and said territory will be developed for residential and commercial purposes.

X.

WHEREFORE, the undersigned respectfully prays that this Petition be properly filed, as provided by law, and that it be set down for hearing at a date to be fixed in keeping with the provisions of Chapter 53, Texas Water Code, and that notice of such hearing be given as provided therein and that such hearing be held, that this Petition be in all things granted, that five temporary supervisors be appointed to serve until permanent supervisors are elected in accordance with law, and for such other orders, acts, procedure and relief as are proper and necessary and appropriate to the purpose of organizing the District and the execution of the purposes for which the District shall be organized, as this Honorable Body shall deem proper and necessary.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED the ^{APR 17th} ~~14th~~ day of April, 2019.

SIGNATURE AND ACKNOWLEDGEMENT OF THE LANDOWNER:

LANDOWNER:

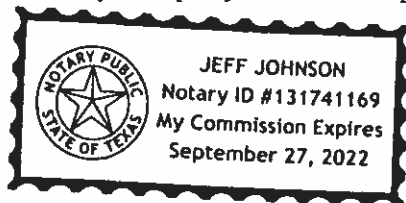
**JLM 717 KAUFMAN LP,
a Texas limited partnership**

By: JLM 717 Kaufman GP LLC,
a Texas limited liability company,
General Partner

By: 
James L. Mabrey, Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 17th day of April, 2019, by James L. Mabrey, Manager of JLM 717 Kaufman GP LLC, a Texas limited liability company, General Partner of JLM 717 Kaufman LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(SEAL)


Notary Public, State of Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF THE PROPOSED DISTRICT

LEGAL DESCRIPTION

DESCRIPTION, of a 716.699 acre tract of land situated in the John Moore Survey, Abstract No. 309, Kaufman County, Texas; said tract being all of those certain tracts of land described as First Tract, Second Tract and Third Tract in Deed to Layden Land Trusts recorded in Volume 1073, Page 231 of the Official Public Records, Kaufman County, Texas; said 716.699 acre tract being more particularly described as follows: BEGINNING, at a 5/8 – inch iron rod with "WESTWOOD PS" cap set for corner in the center of County Road 260 and in the northeast line of that certain tract of land described as Tract 3 in Deed to HW Heartland LP recorded in Volume 3119, Page 142 of said Official Public Records; said point also being the westernmost corner of said Second Tract and the southernmost corner of Dallas East Estates, an addition to the Kaufman County, Texas recorded in Cabinet 1, Slide 94 of the Plat Records of Kaufman County, Texas;

THENCE, North 43 degrees, 53 minutes, 45 seconds East, departing the center of said County Road 260 and along the common line between said Second Tract and said Dallas East Estates, a distance of 1976.70 feet to a 5/8 – inch iron rod with "WESTWOOD PS" cap set for corner in the southwest line of that certain tract of land described in Deed to Richard Slaughter Bauer recorded in Volume 2674, Page 243 of said Official Public Records; said point also being the northernmost corner of said Second Tract and the easternmost corner of said Dallas East Estates;

THENCE, departing the said common line between Second Tract and Dallas East Estates and along the common line between said Second Tract and said Richard Slaughter Bauer tract the following calls:

South 47 degrees, 26 minutes, 24 seconds East, a distance of 894.17 feet to a 5/8 – inch iron rod with "WESTWOOD PS" cap set at an angle point;

North 43 degrees, 43 minutes, 16 seconds East, a distance of 13.29 feet to a 5/8 – inch iron rod with "WESTWOOD PS" cap set at an angle point;

South 47 degrees, 00 minutes, 44 seconds East a distance of 293.03 feet to a 5/8 – inch iron rod with "WESTWOOD PS" cap set for corner in the northwest line of said First Tract; said point also being the easternmost corner of said Second Tract and the southernmost corner of said Richard Slaughter Bauer tract;

THENCE, along the common line between said First Tract and said Richard Slaughter Bauer tract, the following calls:

North 42 degrees, 59 minutes, 16 seconds East, a distance of 527.20 feet to a 5/8 – inch iron rod with "WESTWOOD PS" cap set at an angle point;

North 44 degrees, 01 minutes, 16 seconds East, a distance of 899. 68 feet to a 5/8 – inch iron rod with "WESTWOOD PS" cap set at an angle point;

North 44 degrees, 18 minutes, 16 seconds East, a distance of 299.83 feet to a 5/8 – inch iron rod with "WESTWOOD PS" cap set at an angle point;

North 43 degrees, 50 minutes, 16 seconds East, a distance of 417.76 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point;

North 44 degrees, 06 minutes, 58 seconds East, a distance of 481.70 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point;

North 44 degrees, 12 minutes, 16 seconds East, a distance of 398.17 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point;

North 43 degrees, 51 minutes, 16 seconds East, a distance of 307.42 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point;

North 44 degrees, 10 minutes, 16 seconds East, a distance of 354.80 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point;

North 43 degrees, 49 minutes, 23 seconds East, a distance of 363.77 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point;

North 44 degrees, 37 minutes, 42 seconds East, a distance of 336.30 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set for corner in the southwest right-of-way line of F.M. 2932; said point also being the northernmost corner of said First Tract and the easternmost corner of said Richard Slaughter Bauer tract;

THENCE, South 46 degrees, 08 minutes, 01 seconds East, departing the said common line between First Tract and Richard Slaughter Bauer tract and along the said southwest line of F.M. 2932, the northeast line of said First Tract and the northeast line of said Third Tract, a distance of 4645.76 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set for corner in the center of County Road 261; said point also being the easternmost corner of said Third Tract and the northernmost corner of that certain tract of land described in Deed to Deceatur B. & Patsy Mitchell recorded in Volume 1039, Page 841 of the said Official Public Records;

THENCE, South 44 degrees, 27 minutes, 54 seconds West, along the centerline of said County Road of 261 and the common line between said Third Tract and said Mitchell tract, a distance of 1031.62 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point; said point also being the westernmost corner of said Mitchell tract and the northernmost corner of Quail Run Crossing Addition, an addition to the Kaufman County, Texas according to the plot recorded in Cabinet 2, Slide 240 of the said Plat Records;

THENCE, South 44 degrees, 26 minutes, 05 seconds West, along the centerline of said County Road of 261 and the common line between said Third Tract and Quail Run Crossing Addition, a distance of 1294.77 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point; said point also being the westernmost corner of said Quail Run Crossing Addition and the northernmost corner of that certain tract of land described in Deed to Capa Capital Properties, LLC recorded in Volume 4543, Page 552 of the said Official Public Records;

THENCE, South 44 degrees, 17 minutes, 43 seconds West, along the centerline of said County Road of 261 and the common line between said Third Tract and said Capa Capital Properties tract, a distance of 2388.80 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point; said point also being the westernmost corner of said Capa Capital Properties tract and the northernmost corner of that certain tract of land described in Deed to Cartwright – Mays, Ltd. recorded in Volume 4369, Page 285 of the said Official Public Records;

THENCE, South 44 degrees, 52 minutes, 50 seconds West, along the centerline of said County Road of 261 and the common line between said Third Tract and said Cartwright – Mays tract, a distance of 949.54 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set at an angle point; said point also being the westernmost corner of said Cartwright – Mays tract and the northernmost corner of that certain tract of land described in Deed to Crandall & 489 Partners Ltd. recorded in Volume 3057, Page 229 of the said Official Public Records;

THENCE, South 44 degrees, 01 minutes, 29 seconds West, along the centerline of said County Road of 261 and the common line between said Third Tract and said Crandall & 489 Partners tract, a distance of 685.51 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set for corner in the center of said County Road 260; said point also being the southernmost corner of said Third Tract and the easternmost corner of that certain tract of land described in Deed to Jeito Foundation recorded in Volume 3787, Page 104 of the said Official Public Records;

THENCE, North 46 degrees, 15 minutes, 37 seconds West, departing the centerline of said County Road 261 and said common line between Third Tract and Crandall & 489 Partners tract and along the centerline of said County Road 260 and common line between said Third Tract and said Jeito Foundation tract, a distance of 2332.63 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set for corner; said point also being the westernmost corner of said Third Tract and the southernmost corner of that certain tract of land described in Deed to Fitzpatrick Ltd recorded in Volume 1166, Page 377 of the said Official Public Records;

THENCE, North 45 degrees, 24 minutes, 11 seconds East, departing the centerline of said County Road of 260 and said common line between Third Tract and Jeito Foundation tract and along the common line between said Third Tract and said Fitzpatrick tract, a distance of 367.42 feet to a cross – tie post found for corner; said point also being the southernmost corner of said First Tract and the easternmost corner of said Fitzpatrick tract;

THENCE, along the common line between said First Tract and said Fitzpatrick tract, the following calls:

North 42 degrees, 54 minutes, 50 seconds West, a distance of 1280.30 feet to a cross – tie post found for corner; said point also being the northernmost corner of said Fitzpatrick tract;

South 44 degrees, 56 minutes, 49 seconds West, a distance of 442.10 feet to a 5/8 – inch iron rod with “WESTWOOD PS” cap set for corner in the centerline of said

County Road 260 and in northeast line of said Jeito Foundation tract; said point also being the westernmost corner of said Fitzpatrick tract;

THENCE, along the centerline of said County Road 260, the following calls:

North 46 degrees, 15 minutes, 37 seconds West, a distance of 585.82 feet to a 1/2 – inch iron rod with unreadable yellow cap found at an angle point;

North 47 degrees, 51 minutes, 37 seconds West, a distance of 1400.00 feet to a 1/2 – inch iron rod with unreadable yellow cap found at an angle point; said point also being the easternmost corner of said HW Heartland tract (Tract 3);

North 46 degrees, 08 minutes, 16 seconds West, a distance of 185.82 feet to the POINT OF BEGINNING;

CONTAINING, 31,219,388 square feet or 716.699 acres of land, more or less

EXHIBIT "B"

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS

§
§
§

COUNTY OF Harris

Mary Ann Layden, individually, being the holder of a lien on a portion of the land that is proposed to be included in Kaufman County Fresh Water Supply District No.7 (the "District") as described in the Petition for Consent to Creation of a Political Subdivision in the Extraterritorial Jurisdiction of the City of Crandall, Texas, signed by JLM 717 Kaufman LP (the "Petition") and to which this Certificate is attached, hereby consents to the Petition and the creation of the District over such land.

WITNESS MY HAND this 6 day of April, 2019, to be effective the date the City of Crandall approves the Petition.

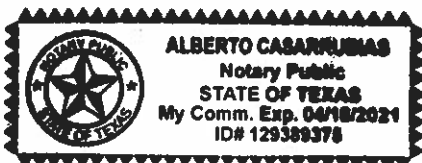
M A Layden
Mary Ann Layden,
In Her Individual Capacity

THE STATE OF TEXAS

§
§
§

COUNTY OF Harris
~~KAUFMAN~~

Sworn to and subscribed before me on the 6 day of April, 2019 by Mary Ann Layden, in her individual capacity.



(SEAL)

[Signature]
Notary Public, State of Texas

EXHIBIT "C"

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS

§

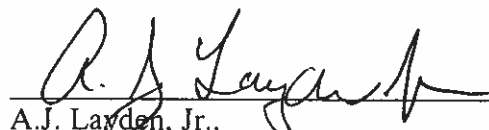
COUNTY OF Harris

§

§

A.J. Layden, Jr., individually, being the holder of a lien on a portion of the land that is proposed to be included in Kaufman County Fresh Water Supply District No.7 (the "District") as described in the Petition for Consent to Creation of a Political Subdivision in the Extraterritorial Jurisdiction of the City of Crandall, Texas, signed by JLM 717 Kaufman LP (the "Petition") and to which this Certificate is attached, hereby consents to the Petition and the creation of the District over such land.

WITNESS MY HAND this 6 day of April, 2019, to be effective the date the City of Crandall approves the Petition.


A.J. Layden, Jr.,
In His Individual Capacity

THE STATE OF TEXAS

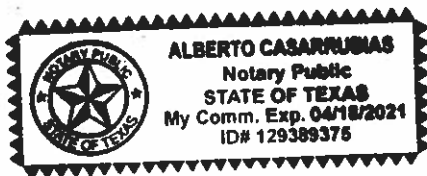
§

COUNTY OF Harris
~~KAUFMAN~~

§

§

Sworn to and subscribed before me on the 6 day of April, 2019 by A.J. Layden, Jr., in his individual capacity.




Notary Public, State of Texas

EXHIBIT "D"

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS

§
§
§

COUNTY OF Harris

Mary Ann Layden and A.J. Layden, Jr., as co-trustees of the A.J. Layden, Jr. Land Trust, being the holder of a lien on a portion of the land that is proposed to be included in Kaufman County Fresh Water Supply District No.7 (the "District") as described in the Petition for Consent to Creation of a Political Subdivision in the Extraterritorial Jurisdiction of the City of Crandall, Texas, signed by JLM 717 Kaufman LP (the "Petition") and to which this Certificate is attached, hereby consent to the Petition and the creation of the District over such land.

WITNESS MY HAND this 6 day of April, 2019, to be effective the date the City of Crandall approves the Petition.

M.A. Layden
Mary Ann Layden, as Co-Trustee of
the A.J. Layden, Jr. Land Trust

A.J. Layden
A.J. Layden, Jr., as Co-Trustee of the
A.J. Layden, Jr. Land Trust

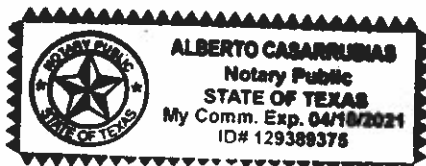
THE STATE OF TEXAS

§
§
§

COUNTY OF Harris
~~KAUFMAN~~

Sworn to and subscribed before me on the 6 day of April, 2019 by
Mary Ann Layden, as Co-Trustee of the A.J. Layden, Jr. Land Trust

(SEAL)



[Signature]
Notary Public, State of Texas

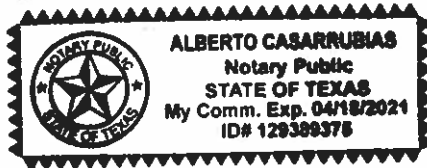
THE STATE OF TEXAS


§
§
§

COUNTY OF ~~KAUFMAN~~ ^{Harris}

Sworn to and subscribed before me on the 6 day of April, 2019 by
A.J. Layden, Jr., as Co-Trustee of the A.J. Layden, Jr. Land Trust.

(SEAL)





Notary Public, State of Texas

CERTIFICATE OF LIENHOLDER'S CONSENT


20

2

20

WITNESS MY HAND this 6 day of April, 2019, to be effective the date the City of Crandall approves the Petition.

M A Layden
Mary Ann Layden, as Co-Trustee of
the Mary Ann Layden Land Trust


A.J. Layden, Jr., as Co-Trustee of the
Mary Ann Layden Land Trust


2

20

cor

Sworn to and subscribed before me on the 6 day of April, 2019 by
Mary Ann Layden, as Co-Trustee of the Mary Ann Layden Land Trust.

Notary Public, State of Texas

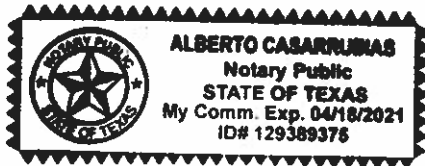
 **ALBERTO CASARRUBIAS**
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/18/2021
ID# 129389376

THE STATE OF TEXAS
COUNTY OF ~~KAUFMAN~~ ^{Harris}

§
§
§

Sworn to and subscribed before me on the 6 day of April, 2019 by
A.J. Layden, Jr., as Co-Trustee of the Mary Ann Layden Land Trust.

(SEAL)



A handwritten signature in cursive script, appearing to read "Alberto Casarrubias", written over a horizontal line.

Notary Public, State of Texas

INST # 2019-0013658
~~Filed for record in Kaufman County~~
~~On: 6/14/19 at 2:12 PM~~

TAC Health Insurance Renewal Plan Year October 1, 2019- October 1, 2020

Health Benefits Plan (Medical and Prescription)

Renewal rate with current plan design is 1.00%.

Below are current, renewal and alternate plans proposed by TAC.

	1200 NGS RX-5A-NG (current rate)	1200 NGS RX-5A-NG (renewal rate)	1300 NGS RX-5A-NG (alternate #1 rate)	1400 NGS RX-5A-NG (alternate #2 rate)
Employee Only rate	\$824.28	\$832.52	\$800.28	\$769.70
Employee Only yearly rate	\$9,891.36	\$9,990.24	\$9,603.36	\$9,236.40
Total for 540 Employees	\$5,341,334.40	\$5,394,729.60	\$5,185,814.40	\$4,987,656.00
\$ Differential versus Current		\$53,395.20	-\$155,520.00	-\$353,678.40
% Differential Versus Current		1%	-3%	-7%

Alternate #1 Plan Design Change – deductible increases from \$1,000/\$3,000 to \$1,500/\$4,500 and co-insurance maximum increases from \$3,000/\$6,000 to \$3,500/\$7,000

Alternate #2 Plan Design Change - deductible increases from \$1,000/\$3,000 to \$2,000/\$6,000 and co-insurance maximum increases from \$3,000/\$6,000 to \$4,000/\$8,000

Voluntary Dental Insurance

Renewal Rate with current plan design is 2.47%.

Open Enrollment **will** be offered this upcoming plan year.

Plan II w/Ortho	2018-2019 Employee Cost	2019-2020 Employee Cost	\$ Differential	% Differential
Employee Only	\$27.16	\$27.82	\$0.66	2.43%
Employee & Spouse	\$53.56	\$54.88	\$1.32	2.46%
Employee & Child(ren)	\$59.24	\$60.70	\$1.46	2.46%
Employee & Family	\$87.58	\$89.74	\$2.16	2.47%

Affordable Care Act Fees & Reporting Services

The HEBP Board voted to **pay** 2019 ACA fees on behalf of Pooled groups. Those fees include the Patient-Centered Outcomes Research Institute (PCORI) fee is to help fund research relating to patient-centered outcomes and evaluating risks and benefits of medical treatments, services, etc. In 2019, the fee is \$2.39 per member per year, payable in July 2020. At this time, 2019 is set to be the final year the PCORI fee will be assessed, unless any legislation changes occur.

2019 is the fifth year of reporting requirements under the ACA. In January 2020, all employers with 50 or more full time equivalent employees must provide a form 1095C to every employee or former employee who worked full time for any month during calendar year 2019.

A copy of these forms must be provided to the IRS with an information transmittal form (1094C). The purpose of this reporting is to allow the IRS to determine whether the employer has satisfied the ACA Employer Mandate, and to determine whether employees and their dependents are eligible for subsidies when purchasing coverage through the Federal Exchange.

TAC HEBP will continue offering ARTS (Affordable Care Act Reporting and Tracking Service) to counties and districts who utilize our health plans at **no charge**, which will enable them to produce the necessary forms. In addition to producing the required forms, ARTS will also track lookback measurement periods and perform affordability testing when applicable.

Our employees and any covered retiree or COBRA participant may also receive a form 1095B from TAC HEBP. The 1095B provides proof of individual coverage for employee and their enrolled dependents. Although penalties were eliminated for the ACA Individual Mandate as of 1/1/2019, the IRS has provided no guidance to date as to whether these forms will still be required.

Other Insurance Renewals

Plan Year October 1, 2019- October 1, 2020

Voluntary Vision Insurance

Superior Vision – we are in the middle of a rate guarantee and we do not renew again until October 1, 2021.

Basic & Voluntary Life/AD&D & LTD Insurance

Lincoln Financial – I provided renewal information early May for the Voluntary Life/AD&D and Voluntary LTD plans, but have not heard back from them yet. As far as the Basic Life/AD&D that we pay for every employee, spouse and children, they have not commented on, which usually means they will be holding our rates. I have asked for at least a response to that portion ASAP so that we can update our budget numbers.

Voluntary Supplemental Insurance Options

Colonial
Aflac
Dearborn
National

KAUFMAN COUNTY 2018-2019						
JUNE 2019						
GENERAL FUND	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
	M&O	I&S	%	AMOUNT	%	
Adjusted Tax Levy Roll	\$38,223,314.50	\$4,458,048.49	100.00%	\$2,192,449.67	100.00%	
Amount to be collected	\$938,336.81	\$109,439.97	2.45%	\$1,453,119.39	66.28%	
Amount collected this month	\$200,033.76	\$23,331.25		\$47,236.88		
Taxes collected year to date	\$37,284,977.69	\$4,348,608.52	97.55%	\$739,330.28	33.72%	
Penalty & Interest collected	\$141,465.22	\$16,499.17		\$187,688.01		
SIT Overage	\$6,996.57	\$0.00		\$0.00		
Appraisal Rendition Commission	\$1,501.60	\$0.00		\$37.95		
TOTAL COLLECTIONS YEAR TO DATE	\$37,431,937.88	\$4,365,107.69		\$926,980.34		
TOTAL M&O AND I&S COLLECTIONS YTD	\$41,797,045.57			\$114,331.31		
Rollback Taxes collected this month	\$7.22					
Rollback Taxes collected year to date	\$320,388.26					
Attorney Fees collected	\$13,338.41					
KAUFMAN COUNTY ROAD & BRIDGE 2018-2019						
JUNE 2019						
	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
	AMOUNT		%	AMOUNT	%	
Adjusted Tax Levy Roll	\$9,514,366.90		100.00%	\$362,666.54	100.00%	
Amount to be collected	\$222,285.19		2.34%	\$232,781.27	64.19%	
Amount collected this month	\$47,409.15			\$8,451.63		
Taxes collected year to date	\$9,292,081.71		97.66%	\$129,885.27	35.81%	
Penalty & Interest collected	\$35,356.55			\$31,505.97		
SIT Overage	\$1,607.74			\$0.00		
Appraisal Rendition Commission	\$345.75			\$7.76		
TOTAL COLLECTIONS YEAR TO DATE	\$9,328,700.25			\$161,383.48		
Rollback Taxes collected this month	\$1.48					
Rollback Taxes collected year to date	\$56,038.69					
Attorney Fees collected	\$3,047.97			\$20,648.72		

KAUFMAN COUNTY 2017-2018

JUNE 2018

	CURRENT ROLL				DELINQUENT ROLL	
	2017 ONLY			%	2016 AND OLDER	
	M&O	I&S			AMOUNT	%
GENERAL FUND						
Adjusted Tax Levy Roll	\$34,354,655.51	\$4,491,071.14		100.00%	\$2,023,382.77	100.00%
Amount to be collected	\$800,063.93	\$104,383.08		2.33%	\$1,369,008.10	67.66%
Amount collected this month	\$207,233.53	\$27,092.03			\$63,857.19	
Taxes collected year to date	\$33,554,591.58	\$4,386,688.06		97.67%	\$654,374.67	32.34%
Penalty & Interest collected	\$131,510.03	\$17,191.58			\$141,719.75	
SIT Overage	\$8,244.29	\$0.00			\$0.00	
TOTAL COLLECTIONS YEAR TO DATE	\$33,694,345.90	\$4,403,879.64			\$796,094.42	
TOTAL M&O AND I&S COLLECTIONS YTD	\$38,098,225.54					
Rollback Taxes collected this month	\$41,652.25					
Rollback Taxes collected year to date	\$279,761.89					
Attorney Fees collected	\$11,761.08				\$96,908.07	

KAUFMAN COUNTY ROAD & BRIDGE 2017-2018

JUNE 2018

	CURRENT ROLL			DELINQUENT ROLL	
	2017 ONLY		%	2016 AND OLDER	
	AMOUNT			AMOUNT	%
Adjusted Tax Levy Roll	\$7,753,224.74		100.00%	\$312,992.54	100.00%
Amount to be collected	\$172,926.15		2.23%	\$206,365.56	65.93%
Amount collected this month	\$45,238.04			\$10,677.97	
Taxes collected year to date	\$7,580,298.59		97.77%	\$106,626.98	34.07%
Penalty & Interest collected	\$29,656.66			\$22,740.82	
SIT Overage	\$1,687.02			\$0.00	
TOTAL COLLECTIONS YEAR TO DATE	\$7,611,642.27			\$129,367.80	
Rollback Taxes collected this month	\$7,160.66				
Rollback Taxes collected year to date	\$43,862.15				
Attorney Fees collected	\$2,400.53			\$16,306.43	



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND
Kaufman County
FOR REGIONAL 9-1-1 SERVICE**

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. Kaufman County (hereinafter "Public Agency") is a local government that operates a Public Safety Answering Point ("PSAP") that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2. 1 Financial/Insurance

- 2.1.1 Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2 Reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4 Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear



and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents, as an additional insured or equivalent under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

2.2 Equipment and Inventory

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.2.2 Notify NCT9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3 Security

2.3.1 Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its PSAP against unauthorized entrance or use.

2.3.2 Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAP's Call Handling Equipment (CHE) or workstations.

2.3.3 Refrain from attaching or integrating any hardware device (i.e. external storage devices) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.

2.3.4 Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.5 Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.4 Maintenance

2.4.1 Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.

2.4.2 Whenever possible, provide at least a two-week notice in writing to NCT9-1-1's Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.



2.4.3 Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.

2.4.4 Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.

2.4.5 Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

- a. Via telephone by calling (888) 311-3911
- b. Via email to Support@NCT911.org
- c. Via the Trouble Ticket System (accessed by using the icon on the toolbar of the CHE)
- d. Via the website at <https://SSC.NCT911.org> (only works with issued credentials)

2.4.6 Test generators at least monthly and conduct a load test at least once a year, to ensure that all NCT9-1-1 equipment remains functional.

2.5 Training

2.5.1 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.2 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the PSAP Supervisors' Meeting. NCT9-1-1 offers at least three PSAP Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each PSAP.

2.5.3 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if PSAP scheduling does not allow personnel to attend their designated time slot.

2.5.4 May request the use of training facilities by sending an email to 911OperationsTeam@NCT911.org specifying the date of request, time of request and type of resources needed.

2.5.5 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 Facilities

2.6.1 Meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.



2.6.3 Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.

2.6.4 Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 Supplies

2.7.1 Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operation and maintenance of its PSAP.

2.8 Monitoring/Reporting

2.8.1 Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this Agreement in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.

2.8.2 Cooperate fully with all reasonable monitoring requests from NCT9-1-1 for the purposes of assessing and evaluating Public Agency's performance under this Agreement.

2.9 Media Relations

2.9.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9.2 Not disclose PSAP correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.

2.9.3 Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

2.10 Operations

2.10.1 Sign the contingent PSAP agreement supplied by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent PSAPs must be approved by NCT9-1-1.

2.10.2 Delegate PSAP supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1.



2.10.3 Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.

2.10.4 Test all 9-1-1 CHE for proper operation and user familiarity at least once per week, including, but not limited to: tests for voice calls, texts to 9-1-1 and TTYs.

2.10.5 NCT9-1-1 recommends power cycles at each 9-1-1 position at least once each week.

2.10.6 NCT9-1-1 recommends logging all TDD/TTY calls and test calls.

2.10.7 Keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers will be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit emergency telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service disruptions (via notification system, website, social media and/or emergency management).

2.10.8 Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.

2.10.9 Submit a signed Manual ALI Request form (Attachment B) to NCT9-1-1 annually and agree to use ALI lookup feature only in handling and processing of an emergency telephone call.

2.10.10 Public Agency utilizing Text to 9-1-1 services must complete a Text to 9-1-1 Service Agreement (Attachment C).

2.10.11 Have an emergency plan for 9-1-1 communications that includes, at a minimum,
a. Emergency generator information and how to operate said generator
b. Documented procedures for the transfer of administrative lines when the call center is evacuated.

2.10.12 Comply with NCT9-1-1 policy and procedures for PSAP moves and changes.

2.10.13 Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.

2.10.14 Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.

2.10.15 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specifies 9-1-1 database information, NCT 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.



2.10.16 Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers provided by NCT9-1-1 located within Public Agency's operating area.

2.10.17 If administrative telephone system is integrated with NCT9-1-1 equipment- Maintain a contingency plan identifying the back-up solution for the administrative telephone system. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment. Administrative line integration is provided as a courtesy, not a requirement.

Section 3: Rights and Duties of NCT9-1-1

3.1 Financial

3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the NCT9-1-1 region, according to standards established and approved by the NCT9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2 Equipment and Inventory

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 Training

3.3.1 Ensure telecommunicators have access to the NCT9-1-1 Training webpage.

3.3.2 Offer CHE training to all new telecommunicators and refresher training every two years.

3.3.3 Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.4 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.



3.4 Maintenance

3.4.1 Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

3.5 Operations

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.6 Crisis Communications

3.6.1 NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

3.6.2 NCT9-1-1 will post updates on its website and social media sites. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public.

Section 4: Effective Date and Term of Agreement

4.1 This Agreement shall take effect October 1, 2019, and shall continue until September 30, 2021, unless earlier terminated under 8.1 Early Termination of Agreement.

Section 5: Ownership, Transference, and Disposition of Equipment

5.1 NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.

5.2 NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.

5.3 The basic 9-1-1 equipment categories are:



- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

5.4 Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment and Subcontracting

6.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

6.3 Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

7.1 NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.2 NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Agreement

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon a default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.



Section 9: Notice to Parties

9.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.

9.2 Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888
Arlington, Texas 76005
Attn: Mike Eastland

If to Public Agency:

Section 10: General Provisions

10.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

10.2 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.

10.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.5 Procurement. Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.

10.6 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period



of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

10.7 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.

10.8 Availability of Funding. Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this Agreement are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this Agreement are also suspended until NCT9-1-1 resumes receipt of funding.

10.9 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions or deletions to the terms of this Agreement will be provided to Public Agency.

10.10 Nondiscrimination and Equal Opportunity. Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

10.11 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.

10.12 Attorney Fees. If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

10.13 Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



DocuSigned by:

Michael Eastland

NORTH CENTRAL TEXAS EMERGENCY
COMMUNICATIONS DISTRICT

By: _____	By: _____
Name: Hal Richards	Name: Mike Eastland
Title: _____	Title: Executive Director
Date: _____	Date: 7/10/2019

Date of governing body approval: _____

- Attachments:**
- Attachment A: Equipment Room and Electrical Requirement
 - Attachment B: Manual ALI Request Form
 - Attachment C: Text to 9-1-1 Service Agreement



Attachment A

Equipment Room and Electrical Requirements

Equipment Room:

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted, unless carpet is static free and grounded.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50-75-foot candles measured 30" above the equipment room floor.



Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Voltage required is 208/120 V three phase; four wire “wye” service or 240/120 single phase 4 wire “delta” service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment won’t adversely affect the performance of 9-1-1 call handling equipment.



Attachment B
Manual ALI Request Form

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor.

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

This letter is to request that the "Manual ALI Query" feature be enabled at _____.
(PSAP NAME)

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow manual queries and is compatible with the manual ALI query protocol of NCT9-1-1. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCT9-1-1 operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date



Attachment C

Text to 9-1-1 Service Agreement

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor and signed only by those with Text to 9-1-1.

North Central Texas Emergency Communications District
Regional 9-1-1 Program
Text to 9-1-1 Service Agreement

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month.

NCT9-1-1 shall provide training, best practice and implementation of this service. NCT9-1-1 shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

North Central Texas Emergency Communications District

PO Box 5888

Arlington, Texas 76005-5888

or

Email: 911Projects@NCT911.org, Subject: Text to 9-1-1 Service Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date