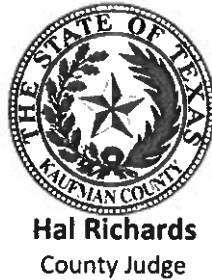


Mike Hunt
Commissioner Precinct 1

Skeet Phillips
Commissioner Precinct 2



Terry Barber
Commissioner Precinct 3

Ken Cates
Commissioner Precinct 4

FILED FOR RECORD
KAUFMAN CO. TEXAS
2019 OCT 18 AM 10:37
LAURA A. HUGHES
COUNTY CLERK
BY: [Signature]

NOTICE OF REGULAR MEETING

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Tuesday, October 22, 2019 at 9:00 a.m., in the Courthouse Annex 2nd Floor Meeting Room located on 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.

- Invitation for Commissioners Court to attend the 2019 Kaufman County Hay Show.

2. CONSENT AGENDA

- A. **Discuss/Consider** approving Star Transit Ridership Reports for the month of September 2019.
- B. **Discuss/Consider** approving Commissioners Court Meeting Minutes for October 3, 2019.
- C. **Discuss/Consider** approving Mike Hunt to operate the Solid Waste Disposal Program for the County.
- D. **Discuss/Consider** paying annual membership dues for Texas Conference of Urban Counties.
- E. **Discuss/Consider** approving proclamation for Harold Marshall Day.
- F. **Discuss/Consider** accepting the Children's Shelter Director's Report for June thru September 2019.

- 3. **Ralph Davis, Carrie Sharp and Katie Sotzing;** To present the Extension Office quarterly report.
- 4. **John Polster;** To Present the Kaufman County Transportation Planning Report for October 2019.
- 5. **John Polster;** Discuss/Consider approval of Interlocal Cooperation Agreement Amendment #1 between Kaufman County and the City of Kaufman for the Kaufman Projects in the amount of \$390,154.52.
- 6. **Discuss/Consider** exiting regular meeting and enter into a public hearing.
- 7. **Public Hearing;** Receive input from the public regarding not allowing Thru Trucks and placing "No Thru Truck" signs on the following county roads within Pct. 1: Prairie Chapel Road, Prairie Chapel Trail, County Road 130, Stitzle Road and Bud Stoy/CR 266.
- 8. **Discuss/Consider** exiting public hearing and enter back into regular meeting.
- 9. **Discuss/Consider** not allowing Thru Trucks and approving orders for "No Thru Truck" signs to be placed on the following County Roads within Pct. 1: Prairie Chapel Road, Prairie Chapel Trail, County Road 130,

Stitzle Road and Bud Stoy/CR 266.

10. **Pam Corder**; Discuss/Consider accepting funding from the Texas Association of Resource Conservation and Development in the amount of \$8,000.00 for Electronic Recycling/Collection Event.
11. **Pam Corder**; Discuss/Consider accepting donation of \$200.00 to the Historical Commission from the Council of Texas Archeologists to support Texas Archeology Awareness Month.
12. **Laura Peace**; Discuss/Consider approval of establishing a Petty Cash Fund in the amount of \$100.00 for the Juvenile Probation Department.
13. **Courtney Gladney**; Discuss/Consider approval of Report from the District Attorney's Collections Division.
14. **Randy Richards**; Discuss/Consider approving deputation of Matthew J. Scotch as Deputy Fire Marshal.
15. **Randy Richards**; To Present/Accept the Fire Marshal's Monthly Activity Report.
16. **Sheriff Beavers**; Discuss/Consider approving deputation of Anthony R. Manriquez as Deputy Sheriff.
17. **Sheriff Beavers**; Discuss/Consider approval of Interlocal Agreement with the Department of Public Safety for Drug Testing.
18. **Lt. Ben Schoeff**; Discuss/Consider approval of agreement for the Provision of Access to Radio System between Kaufman County, Texas and Careflite.
19. **Raylan Smith**; Discuss/Consider receipt, transfer, and disposal of County Owned Assets.
20. **Raylan Smith**; Discuss/Consider award of contract for RFP 19-20 Kaufman County Road 4009 Bridge Replacement.
21. **Raylan Smith**; Discuss/Consider permission to solicit RFP 20-02 Abatement of Public Nuisance.
22. **Rebecca Lundberg**; Discuss/Consider approving Order Amending Kaufman County Public Nuisance Abatement Procedures pursuant to Sect. 343 of the Tex. Health and Safety Code.
23. **Rebecca Lundberg**; Discuss/Consider approving Diversion Court Fund Budget for FY 2019-2020; pursuant to Tex. Code of Criminal Procedure Art 102.0121.
24. **Deborah Bonner**; Discuss/Consider approval of Self-Insurance in Lieu of Bonds.
25. **Judge Richards**; Discuss/Consider entering into an Interlocal agreement between Kaufman County and Lubbock County acting through the Regional Public Defender for Capital Cases.
26. **Commissioner Barber**; Discuss/Consider Pct. 3 Facilities Barn switching alarm monitoring service to Terrell Alarm Systems.
27. **Commissioner Barber**; Discuss/Consider approval of Protective Service Agreement alarm monitoring for Pct. 3 with Forney & Terrell Alarm Systems, LLC.
28. **Commissioner Barber**; Discuss/Consider approval of Release and Indemnity from Meadowbrook Estates.
29. **Monique Hunter**; Discuss/Consider approval of the Takings Impact Assessment as it relates to the contemplated new Subdivision Regulations.
30. **Monique Hunter**; Present/Accept Development Service Quarterly Report for July thru September 2019.
31. **Tax Office**; Present/Accept Tax Assessor-Collector's Monthly Report for September 2019.
32. **Tax Office**; Discuss/ Consider new employee hire and line item transfer for associated costs.
33. **Chuck Mohnkern**; Present/Accept the Treasurer's Monthly Report for September 2019.
34. **Chuck Monhkern**; Present/Accept the Treasurer's Quarterly Investment Report.
35. **Discuss/Consider** and take action on contract with Allison, Bass & Magee, LLP for Professional Services relating to 2021 Redistricting process.
36. **Discuss/Consider** line item transfers.

37. **Discuss/Consider** claims for payment.
38. **Discuss/Consider** exiting regular meeting and enter into executive session.
39. **Executive Session:** Pursuant to Section 551.071 of the Texas Government Code, the Commissioners Court will meet in closed session in contemplation of potential litigation regarding TABC Permit and Amir Lahkani.
40. **Discuss/Consider** exiting executive session and enter back into regular meeting.
41. **Discuss/Consider** taking any action needed as a result of executive session.
42. **Adjourn Regular Meeting.**

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

Attorney Consultation	Gov't Code §551.071
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 18th day of October, 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 18th day of October, 2019, and said notice remained so posted continuously for at least 72 hours preceding the scheduled date of said meeting.

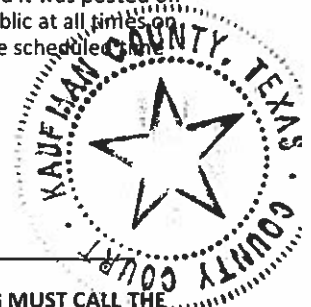
FILED FOR RECORD
 KAUFMAN CO. TEXAS
 OCT 18 AM 10:00
 LAURA A. HUGHES
 COUNTY CLERK
 DEPUTY

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.



2019 FLOYD SMITH MEMORIAL HAY SHOW TUESDAY, OCTOBER 22, 2019

**Kaufman County Fairgrounds
4001 S. Washington (Hwy. 34 South)
Kaufman, Texas 75142**

SCHEDULE OF EVENTS

Registration/Hay Judging	5:00 p.m.
Bar-B-Que Supper	5:30 p.m.
Hay Division Winners Announced.	6:15 p.m.
Hay Judging Awards.	6:30 p.m.
Speaker - Dr. Jason Banta - Professor & Extension Beef Cattle Specialist	6:45 p.m.
Hay Auction	7:45 p.m.

**Cost: \$5.00 for Adults - No fee for youth
Private Pesticide Applicators: \$15.00 - 2 General C.E.U.'s**

For more information contact: *Ralph Davis, County Extension Agent at (972) 932-9069*

**THIS EVENT IS SPONSORED BY THE KAUFMAN LIVESTOCK-FORAGE COMMITTEE
AND TEXAS A&M AGRILIFE EXTENSION SERVICE**

Educational programs conducted by Texas A&M AgriLife Extension Service serve people of all ages regardless of socioeconomic level, race, color, sex, religion, disability, national origin, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, the U.S. Department of Agriculture and the County Commissioners Courts of Texas Cooperating. Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Individuals with disabilities who require auxiliary aid, service or accommodation in order to participate in Extension sponsored meetings are encouraged to contact the County Extension office at (972) 932-9069 at least 2 weeks in advance to determine how reasonable accommodations can be made.

Thank you to the following contributors of the 2018 Hay Show

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Cordell Farm & Ranch Store, Inc.
EDC Ag Products
Legacy Ag Credit, ACA
U-Rent-It Sales & Service

Silver Sponsors

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Robert Dobbs - Farm Bureau
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Bronze Sponsors

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Sherry Perkins
Poetry Tack & Ag
Tommy & Kandra Robertson
Rowden, Hendrickson, Shipley &
Rymer, Inc.
Walt's Automotive Supply

October 4, 2019

To: Kaufman County

From: Ashley Berryhill, Grant Director

Re: September 2019 Demand and Response Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
SEPTEMBER	20	6,795

Non-Service Days: September 2nd

	Trip Origin Total
COTTONWOOD	0
COMBINE	4
CRANDALL	42
FORNEY	635
GRAYS PRARIE	40
GUN BARRELL	0
HEARTLAND	19
KAUFMAN	537
KEMP	37
MABANK	46
OAK GROVE	19
OAK RIDGE	0
POST OAK	0
ROSSER	2
SCURRY	20
TERRELL	1,465
MOD	152
<i>Subtotal</i>	<i>3,018</i>
Terrell Senior Terraces	38
Terrell State Hospital	3,777
KAUFMAN COUNTY TOTALS	
TOTAL TRIPS	6,795
NO SHOW & CANCELS	947

FY 2020 TOTAL DEMAND RESPONSE RIDES TO DATE – 6,795

PRIOR YEAR SEPTEMBER TRIP TOTAL = 2,924 (3% INCREASE)



[illegible]

October 4, 2019

To: City of Kaufman

From: Ashley Berryhill, Grant Director

Re: September 2019 Kaufman Trolley #701 Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
SEPTEMBER	20	365

Non-Service Days: September 2nd

SERVICE INFORMATION:

Trips	365
Vehicle Revenue Miles (VRM)	3,026
Vehicle Service Miles (VSM)	3,101
Vehicle Deadhead Miles (VDH)	75

STOP UTILIZATION INFORMATION:

STOP NUMBER(S)	STOP DESCRIPTION	TOTAL PICK UP AND DROP OFFS
10 & 22	WALMART	201
5	WASHINGTON @ HICKORY	93
11 & 23	WASHINGTON SQUARE	67

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

Sep-19																
Stop #	1-15-27	2	3	4	5	6-18	7-19	8-20	9-21	10-22	11-23	12-24	13-25	14-26	16	17
Stop Usage	66	22	0	2	93	57	9	16	38	201	67	11	53	59	32	32

FY 2020 TOTAL KAUFMAN TROLLEY TRIPS TO DATE- **365**

(FY2020: SEPTEMBER 1, 2019 –AUGUST 31, 2020)

PRIOR YEAR SEPTEMBER KAUFMAN TROLLEY TRIP TOTAL – 352 (4% INCREASE)



Kaufman Trolley #701 Stop Utilization Detail

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

Sep-19																																	
Stop #	1	15	27	2	3	3	4	4	5	5	6-18	6-18	7-19	7-19	8-20	8-20	9-21	9-21	10-22	10-22	11-23	11-23	12-24	12-24	13-25	13-25	14-26	14-26	16	16	17	17	
PU/ DO																																	
PU/ DO Total	27	39	14	8	0	1	1	36	57	40	17	6	3	11	5	17	21	99	102	30	37	4	7	22	31	36	23	20	12	2	2	2	2
Stop Usage	66		22		0	2	93			57		9			16		38		201		67		11		53		59		32		4		

	9/2 -9/6	9/9 - 9/13	9/16 - 9/20	9/23 - 9/27	30-Sep
701A	36	38	41	40	165
701B	43	57	51	38	200
	79	95	92	78	365

The Loop #803 Stop Utilization Detail

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

#803	Sep-19																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												</
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	9/2 -9/6	9/9 - 9/13	9/16 - 9/20	9/23 - 9/27	30-Sep
803A	28	8	20	19	1
803B	21	16	19	24	8
	49	24	39	43	9

**COMMISSIONERS COURT
SPECIAL MEETING
OCTOBER 3, 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, Absent; **Ken Cates**, Commissioner Precinct 4; **Bobbie Bartlett**, Deputy Clerk.

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

ROUTINE CORRESPONDENCE

CONSENT AGENDA

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

A. Approve Commissioners Court Meeting Minutes for September 18th, September 23rd and September 25, 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 EXTENDING OF BURN BAN

3. There came on to be a motion to approve extending the County-Wide Burn Ban for 45 days.

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

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

MOTION TO APPROVE AMENDING CONTRACT

4. There came on to be a motion to approve amending the original award of Contract for RFP 19-01 for Texas Bit, to include additional road materials for County Road 213 (CR 213) for Road and Bridge Precinct 1, in the amount of \$436,690.00.

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.

MOTION TO APPROVE SOLICITING FOR RFP

5. There came on to be a motion to approve solicitation of RFP 20-01, Operations of Kaufman County Convenience Centers for Solid Waste and Recycling Services.

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

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

MOTION TO APPROVE FILING OF LIENS

6. There came on to be a motion to approve the filing of Nuisance Abatement Liens, pursuant to Texas Health and Safety Code, Section 343.023; Abatement Order Nos. AD-19-8*1 and CR 17-1240*1.

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

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

MOTION TO APPROVE LINE ITEM TRANSFERS

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

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 CLAIMS FOR PAYMENT

8. There came on to be a motion to approve Claims for Payment in the amount of \$2,620,132.79.

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.

MOTION TO TABLE ADDENDUMS

Addendum A1. There came on to be a motion to table the First Amendment to Interlocal Cooperation Agreement between Kaufman County and the City of Kaufman.

Addendum A2. There came on to be a motion to table entering into an Interlocal Agreement between Kaufman County and Lubbock County, acting through the Regional Public Defender for Capital Cases.

Addendum A3. There came on to be a motion to table the deputation of Matthew James Scotch for the Kaufman County Fire Marshal's Office.

Motion was made by County Judge Hal Richards and seconded by Commissioner Ken Cates.

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

**MOTION TO APPROVE EXITING SPECIAL MEETING
AND ENTER INTO EXECUTIVE SESSION**

9. There came on to be a motion to approve exiting Special Meeting and enter into Executive Session, pursuant to Section 551.071 of the Texas Government Code: The Commissioners Court will meet in closed session to consider pending/contemplated litigation or settlement offers regarding the TABC permit violation.

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.

EXECUTIVE SESSION

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

MOTION TO APPROVE EXITING EXECUTIVE SESSION
AND ENTER INTO SPECIAL MEETING

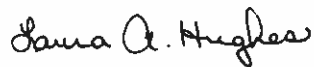
11. There came on to be a motion to approve exiting Executive Session and enter into Special Meeting.
Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.
Motion was put to a vote. Motion carried and is so ordered.

NO ACTION TAKEN DURING EXECUTIVE SESSION
MOTION TO ADJOURN

There came on to be a motion to Adjourn.
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.

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

KAUFMAN COUNTY CHILDREN'S SHELTER
DIRECTOR'S REPORT- JUNE, JULY, AUGUST, SEPTEMBER 2019

JUNE

COUNTIES SERVED:	# CLIENTS SERVED:
Garza	2
Anderson	1
Rains	2
Morris	7
Rockwall	2
Lamar	1
Henderson	1
Hunt	1
Bowie	2
Smith	4
Denton	4
Total # referrals:	27
Total days service:	410
Average clients per day:	13.7
Year to date average:	13.4

JULY

Morris	7
Lamar	4
Henderson	4
Smith	4
Denton	2
Van Zandt	4
Kaufman	2
Upsher	7
Grayson	2
Dallas	3

Total # referrals:	39
Total days service:	456
Average per day:	14.7
Year to date average:	14.05

AUGUST

Lamar	4
Henderson	3
Smith	4
Van Zandt	3
Upshur	7
Dallas	4
Rusk	3
Total # referrals:	28
Total days service:	451
Average per day:	14.5
Year to date average:	14.3

SEPTEMBER

Hunt	5
Dallam	3
Lamar	4
Van Zandt	3
Dallas	5
Henderson	3
Total # referrals:	23
Total days service:	426
Average per day:	14.2
Year to date average:	14.3

Our placement numbers have remained steady at fourteen residents per day throughout the summer months. We have had large numbers of younger children between infant and 3 years old.

We have had no emergency medical incidents and no incidents with Licensing.

In August, DFPS issued a new mandate that required awake, overnight staff. Historically, we have had two staff on during the night, but they are allowed to sleep unless there are issues with sick children, children having difficulty sleeping or new intakes arrive. We have hired a new staff member to remain awake during the nights to ensure compliance with the new standards and have the backup ready to assist if need arises.

Our Christmas in July was a tremendous success. It brought in almost eighteen thousand dollars for donations plus all the household items and personal items for the children.

Our year end revenue was quite a bit short, but the Foundation has submitted funds to cover all deficits.

Our Operations Board continues to seek replacement for the director's position. We have had no luck as yet. I am hoping that the perfect candidate will be discovered soon.

THE STATE OF TEXAS §

COUNTY OF KAUFMAN §

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
KAUFMAN COUNTY, TEXAS, AND THE CITY OF KAUFMAN, TEXAS**

THIS AMENDMENT is made and entered into by and between KAUFMAN COUNTY, TEXAS, a duly organized political subdivision of the State of Texas, hereinafter “the County,” and the CITY OF KAUFMAN, TEXAS, a duly incorporated municipality, hereinafter “the City,” whereby the County and the City are both collectively referred to herein as “the Parties.” On March 23, 2015, the Parties entered into an Interlocal Cooperation Agreement, hereinafter “the original Agreement,” for the purpose of providing planning, engineering, constructing, and enhancing certain transportation facilities identified in Exhibit “C” Kaufman Projects, hereinafter “Kaufman Projects.” The total estimated cost of the Kaufman Projects was TWENTY-FOUR MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$24,200,000.00) with the County agreeing to contribute an amount not to exceed TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00).

WHEREAS, the Parties to the original Agreement now intend to amend Section II, Section III, and Exhibit “C” of the original Agreement in order to reflect a change in the County’s contribution toward the Kaufman Projects.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in the original Agreement and as contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree to amend Section II, Section III, and Exhibit “C” of the original Agreement to reflect the changes requested by the City. All other terms and conditions of the original Agreement are hereby affirmed by the Parties. The amended portions of the original Agreement are as follows:

AMENDED SECTION II.

The County and the City hereby agree that the scope of the projects in the Kaufman Projects as described in Exhibit "C" Kaufman Projects, and the total cost of the Kaufman Projects is estimated at TWENTY-FOUR MILLION FIVE HUNDRED NINETY THOUSAND ONE HUNDRED FIFTY-FOUR AND 52/100 DOLLARS (\$24,590,154.52).

AMENDED SECTION III.

The County hereby agrees to contribute from Kaufman County Transportation Road Improvement Program 2013 an amount not to exceed TEN MILLION THREE HUNDRED NINETY THOUSAND ONE HUNDRED FIFTY-FOUR AND 52/100 DOLLARS (\$10,390,154.52) towards the completion of the Kaufman Projects.

* * *

This Amendment to the original Agreement shall replace and supersede Section II, Section III, and Exhibit "C" of the original Agreement between the Parties. All other provisions of the original Agreement shall remain in full force and effect unless modified by subsequent written amendment signed by both Parties to the original Agreement.

This Amendment may be executed in multiple counterparts, attached to the original Agreement, and shall collectively constitute an Amendment to the original Agreement. All other terms and conditions of the original Agreement are hereby affirmed by the Parties.

EXHIBITS:

Amended Exhibit C Kaufman Projects

Executed this 23 day of September, 2019.

KAUFMAN COUNTY, TEXAS

Kaufman County Courthouse
100 West Mulberry
Kaufman, Texas 75142

By: _____

Honorable Hal Richards
Kaufman County Judge

ATTEST:

By: _____

Kaufman County Clerk

APPROVED AS TO FORM:

By: _____

Assistant District Attorney

CITY OF KAUFMAN, TEXAS

209 S. Washington
Kaufman, Texas 75142

By: J. J. Jordan

Honorable Jeff Jordan
City of Kaufman Mayor

ATTEST:

By: Jessie Hanks

City Secretary

APPROVED AS TO FORM:

By: Patricia Adams

City Attorney



AMENDED EXHIBIT C
Kaufman Projects

<u>County Project #</u>	Project Name	Limits	Estimated Total Project Cost	Estimated Local Funds	Reimbursement from County to City from 2013 County Bonds
<u>11</u>	SH 34 Bypass	SH 34 to US 175/Fair St	\$20,200,000	\$14,200,000	\$6,000,000
<u>14</u>	CO 151	Washington St to City Limits	\$4,390,154.52	\$0	\$4,390,154.52
<u>TOTALS</u>	-	-	\$24,590,154.52	\$14,200,000	\$10,390,154.52

ORDER NO. _____

STATE OF TEXAS

§

COUNTY OF KAUFMAN

§

§

**DESIGNATION AND INSTALLATION OF NO THRU TRUCK SIGNS ON THE
UNINCORPORATED AREA OF ___ PRAIRIE CHAPEL TRAIL ___**

The Kaufman County Commissioners Court met on _____, 2019 in
regular session and held a public hearing to consider Designation and Installation of No Thru
Truck Signs on the unincorporated area of ___ Prairie Chapel Trail ___

in Kaufman County, Texas, Precinct #1 pursuant to Texas Tex. Transp. Code Sect. 251.151 and
251.1575.

WHEREAS, the Public Hearing was properly published in the Kaufman Herald on
_____, 2019, and published on the County Web Page of Kaufman County, Texas.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the
Commissioners Court conducted a public hearing. Texas Tex. Transp. Code Sect. 251.152.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the
Commissioners Court recognized the following alternate route: FM 148 to Interstate Highway
175. Texas Tex. Transp. Code Sect. 251.1575.

WHEREAS, a motion was made by Commissioner Mike Hunt and seconded by
Commissioner _____ to approve “Not allowing thru trucks on the portion
of Prairie Chapel Trail located in the unincorporated area of Kaufman County Precinct 1 and
placing “No Thru Trucks” signs on the portion of Prairie Chapel Trail located in the
unincorporated area of Kaufman County Precinct 1.” Said motion was approved by unanimous
vote of the Commissioners Court on the ____ day of _____, 2019.

IT IS ORDERED: The Commissioners Court of Kaufman County, Texas does hereby
enter this order for not allowing thru trucks on the portion of Prairie Chapel Trail located in the
unincorporated area of Kaufman County Precinct 1 and placing “No Thru Trucks” signs on the

ORDER NO. _____

portion of Prairie Chapel Trail located in the unincorporated area of Kaufman County Precinct 1.

IT IS FURTHER ORDERED: The Commissioners Court of Kaufman County, Texas makes the following findings: an alternate route has been identified as FM 148 to Interstate Highway 175 and such route is of sufficient strength and design to withstand the weight of the vehicles traveling the alternate route, including any bridges or culverts along the road; and located within the same county as the road described by this subsection.

ADOPTED this ____ day of _____, 2019.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

ATTEST:

County Clerk, Laura Hughes

ORDER NO. _____

STATE OF TEXAS

§

COUNTY OF KAUFMAN

§

§

**DESIGNATION AND INSTALLATION OF NO THRU TRUCK SIGNS ON THE
UNINCORPORATED AREA OF ___ PRAIRIE CHAPEL ROAD ___**

The Kaufman County Commissioners Court met on _____, 2019 in regular session and held a public hearing to consider Designation and Installation of No Thru Truck Signs on the unincorporated area of ___ Prairie Chapel Road ___

in Kaufman County, Texas, Precinct #1 pursuant to Texas Tex. Transp. Code Sect. 251.151 and 251.1575.

WHEREAS, the Public Hearing was properly published in the Kaufman Herald on _____, 2019, and published on the County Web Page of Kaufman County, Texas.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court conducted a public hearing. Texas Tex. Transp. Code Sect. 251.152.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court recognized the following alternate route: FM 148 to Interstate Highway 175. Texas Tex. Transp. Code Sect. 251.1575.

WHEREAS, a motion was made by Commissioner Mike Hunt and seconded by Commissioner _____ to approve "Not allowing thru trucks on the portion of Prairie Chapel Road located in the unincorporated area of Kaufman County Precinct 1 and placing "No Thru Trucks" signs on the portion of Prairie Chapel Road located in the unincorporated area of Kaufman County Precinct 1." Said motion was approved by unanimous vote of the Commissioners Court on the ____ day of _____, 2019.

IT IS ORDERED: The Commissioners Court of Kaufman County, Texas does hereby enter this order for not allowing thru trucks on the portion of Prairie Chapel Road located in the unincorporated area of Kaufman County Precinct 1 and placing "No Thru Trucks" signs on the

ORDER NO. _____

portion of Prairie Chapel Road located in the unincorporated area of Kaufman County Precinct 1.

IT IS FURTHER ORDERED: The Commissioners Court of Kaufman County, Texas makes the following findings: an alternate route has been identified as FM 148 to Interstate Highway 175 and such route is of sufficient strength and design to withstand the weight of the vehicles traveling the alternate route, including any bridges or culverts along the road; and located within the same county as the road described by this subsection.

ADOPTED this ____ day of _____, 2019.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

ATTEST:

County Clerk, Laura Hughes



ORDER NO. _____

STATE OF TEXAS

COUNTY OF KAUFMAN

DESIGNATION AND INSTALLATION OF NO THRU TRUCK SIGNS ON THE
UNINCORPORATED AREA OF CR 130

The Kaufman County Commissioners Court met on _____, 2019 in regular session and held a public hearing to consider Designation and Installation of No Thru Truck Signs on the unincorporated area of CR 130 in Kaufman County, Texas, Precinct #1 pursuant to Texas Tex. Transp. Code Sect. 251.151 and 251.1575.

WHEREAS, the Public Hearing was properly published in the Kaufman Herald on _____, 2019, and published on the County Web Page of Kaufman County, Texas.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court conducted a public hearing. Texas Tex. Transp. Code Sect. 251.152.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court recognized the following alternate route: FM 429 to Interstate Highway

WHEREAS, a motion was made by Commissioner Mike Hunt and seconded by Commissioner _____ to approve "Not allowing thru trucks on the portion of CR 130 located in the unincorporated area of Kaufman County Precinct 1 and placing "No Thru Trucks" signs on the portion of CR 130 located in the unincorporated area of Kaufman County Precinct 1." Said motion was approved by unanimous vote of the Commissioners Court on the _____ day of _____, 2019.

IT IS ORDERED: The Commissioners Court of Kaufman County, Texas does hereby enter this order for not allowing thru trucks on the portion of CR 130 located in the unincorporated area of Kaufman County Precinct 1 and placing “No Thru Trucks” signs on the portion of CR 130 located in the unincorporated area of Kaufman County Precinct 1.

ORDER NO. _____

IT IS FURTHER ORDERED: The Commissioners Court of Kaufman County, Texas makes the following findings: an alternate route has been identified as FM 429 to Interstate Highway 20 and such route is of sufficient strength and design to withstand the weight of the vehicles traveling the alternate route, including any bridges or culverts along the road; and located within the same county as the road described by this subsection.

ADOPTED this ____ day of _____, 2019.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

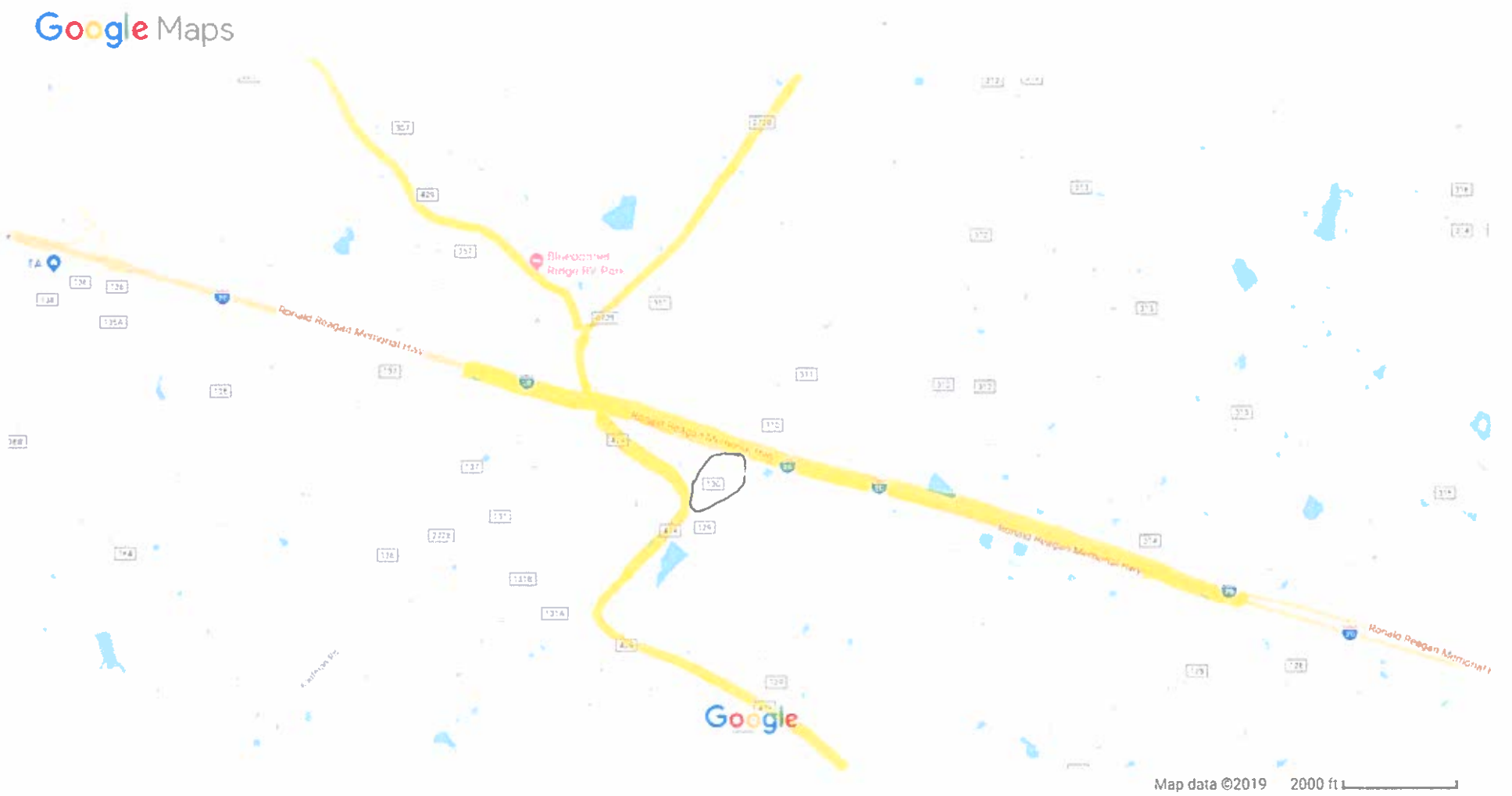
Commissioner, Precinct 3

Commissioner, Precinct 4

ATTEST:

County Clerk, Laura Hughes

**SIGN
HERE**



Alternate route for No Thru Trucks
on Co. Rd. 130

ORDER NO. _____

STATE OF TEXAS

COUNTY OF KAUFMAN

❧ ❧ ❧

DESIGNATION AND INSTALLATION OF NO THRU TRUCK SIGNS ON THE
UNINCORPORATED AREA OF _____ STITZLE ROAD _____

The Kaufman County Commissioners Court met on _____, 2019 in regular session and held a public hearing to consider Designation and Installation of No Thru Truck Signs on the unincorporated area of _____ Sittzle Road _____

in Kaufman County, Texas, Precinct #1 pursuant to Texas Tex. Transp. Code Sect. 251.151 and 251.1575.

WHEREAS, the Public Hearing was properly published in the Kaufman Herald on _____, 2019, and published on the County Web Page of Kaufman County, Texas.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court conducted a public hearing. Texas Tex. Transp. Code Sect. 251.152.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court recognized the following alternate route: FM 148 to Interstate Highway 175. Texas Tex. Transp. Code Sect. 251.1575.

WHEREAS, a motion was made by Commissioner Mike Hunt and seconded by Commissioner _____ to approve “Not allowing thru trucks on the portion of Stitzle Road located in the unincorporated area of Kaufman County Precinct 1 and placing “No Thru Trucks” signs on the portion of Stitzle Road located in the unincorporated area of Kaufman County Precinct 1.” Said motion was approved by unanimous vote of the Commissioners Court on the _____ day of _____, 2019.

IT IS ORDERED: The Commissioners Court of Kaufman County, Texas does hereby enter this order for not allowing thru trucks on the portion of Sutzle Road located in the

ORDER NO. _____

unincorporated area of Kaufman County Precinct 1 and placing “No Thru Trucks” signs on the portion of Stitzle Road located in the unincorporated area of Kaufman County Precinct 1.

IT IS FURTHER ORDERED: The Commissioners Court of Kaufman County, Texas makes the following findings: an alternate route has been identified as FM 148 to Interstate Highway 175 and such route is of sufficient strength and design to withstand the weight of the vehicles traveling the alternate route, including any bridges or culverts along the road, and located within the same county as the road described by this subsection.

ADOPTED this __ day of _____, 2019.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

**SIGN
HERE**

ATTEST:

County Clerk, Laura Hughes



ORDER NO. _____

STATE OF TEXAS



COUNTY OF KAUFMAN

22

20

DESIGNATION AND INSTALLATION OF NO THRU TRUCK SIGNS ON THE
UNINCORPORATED AREA OF _____ BUD STOV/CR266

The Kaufman County Commissioners Court met on _____, 2019 in regular session and held a public hearing to consider Designation and Installation of No Thru Truck Signs on the unincorporated area of Bud Stoy/CR 266 in Kaufman County, Texas, Precinct #1 pursuant to Texas Tex. Transp. Code Sect. 251.151 and 251.1575.

WHEREAS, the Public Hearing was properly published in the Kaufman Herald on _____, 2019, and published on the County Web Page of Kaufman County, Texas.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court conducted a public hearing. Texas Tex. Transp. Code Sect. 251.152.

WHEREAS, pursuant to the authority granted in the Texas Transportation Code, the Commissioners Court recognized the following alternate route: FM 148 to Interstate Highway 175, Texas Tex. Transp. Code Sect. 251.1575.

WHEREAS, a motion was made by Commissioner Mike Hunt and seconded by Commissioner _____ to approve “Not allowing thru trucks on the portion of Bud Stoy/CR266 located in the unincorporated area of Kaufman County Precinct 1 and placing “No Thru Trucks” signs on the portion of CR Bud Stoy/ CR266 located in the unincorporated area of Kaufman County Precinct 1.” Said motion was approved by unanimous vote of the Commissioners Court on the _____ day of _____, 2019.

IT IS ORDERED: The Commissioners Court of Kaufman County, Texas does hereby enter this order for not allowing thru trucks on the portion of Bud Stoy/CR266 located in the unincorporated area of Kaufman County Precinct 1 and placing "No Thru Trucks" signs on the portion of Bud Stoy/CR266 located in the unincorporated area of Kaufman County Precinct 1.

ORDER NO. _____

IT IS FURTHER ORDERED: The Commissioners Court of Kaufman County, Texas makes the following findings: an alternate route has been identified as FM 148 to Interstate Highway 175 and such route is of sufficient strength and design to withstand the weight of the vehicles traveling the alternate route, including any bridges or culverts along the road; and located within the same county as the road described by this subsection.

ADOPTED this __ day of _____, 2019.

County Judge

**SIGN
HERE**

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

ATTEST:

County Clerk, Laura Hughes



**Texas Association of Resource Conservation
And Development (RC&D) Areas**

P.O. Box 2533 • Victoria, TX 77902-2533 • (361) 703-5225

**Project Agreement BB 082 24th day of September; 2019
between the TEXAS ASSOCIATION OF RC&D AREAS and the**

Bluebonnet RC&D Council

The purpose of this agreement shall be to implement a project with significant environmental benefits through the Supplemental Environmental Programs (SEP) which is administered by the Texas Commission on Environment Quality (TCEQ).

Project BB082

Project Description: Electronic Recycling/Collection Event

Project Location: Kaufman County

Amount of Project Funds: \$8,000.00.- Admin fee's \$400.00

Respondent: N/A

Project Start Date: 10/1/2019 - Ending Date: 9/30/2020

The Texas Association agrees to:

Provide funds for the above named project in the amount received from and in accordance with the order between TCEQ and the Contributor.

The RC&D Council agrees to:

- A. Implement a SEP project according to the guidelines outlined in the Attachment A.**
- B. Develop and submit to the Texas Association an estimated budget for the SEP project to include anticipated technical assistance and administrative costs. The RC&D Council shall specifically account for any expenditure of SEP funds.**
- C. The RC&D Council agrees to only expend SEP funds directly on the SEP project for expenses that are reasonable, necessary, actual, and authorized by this agreement. The RC&D Council shall ensure that the expenditure of SEP Funds result in adequate and timely work performed or purchases made in accordance with this Agreement.**
- D. The RC&D Council agrees that no more than 10% of the project amount will be expended for all administrative costs. All administrative costs must be documented and an invoice sent to the Texas Association for reimbursement. The Texas Association and TCEQ will review all administrative costs to determine if they are reasonable and allowable.**

- E. The RC&D Council understands that SEP funds may be used for advertising costs on projects that require advertising, such as the household hazardous waste collections events, or notification to the public of availability in a geographic area that funds for plugging abandoned water wells is available. Use of SEP Funds for advertising costs is only allowed for the specific purpose necessary to meet the requirements of the SEP project. A detailed account of any SEP funds used for advertising must be included in the final report to the Texas Association.**
- F. The RC&D Council agrees to expend SEP funds for work being performed by or for the RC&D Council by RC&D Council employees, independent contractors, or volunteers. The RC&D council shall not act as a third party administrator granting funds or funding projects for the benefit of other parties.**
- G. The RC&D Council agrees to complete the above named project by the project deadline above. In event funds cannot be expended within this time period, the RC&D Council shall request in writing 45 days prior to the completion date, that the Texas Association request from TCEQ an extension of time in which to expend the funds.**
- H. Funding under this Agreement is limited to voluntary SEP contributions through the TCEQ enforcement process. The RC&D Council understands that there is no guarantee that it will receive any SEP Funds under this Agreement.**
- I. The RC&D Council agrees to monitor the expenditures of SEP monies by contractors, sub-contractors and other entities receiving SEP monies from the Council and ensure that the expenditures of such monies results in adequate and timely work performed or purchases made in accordance with this agreement.**
- J. The RC&D Council shall provide the Texas Association with invoices and bills for work performed in a timely manner in order for the Texas Association to provide payment by paper check. The RC&D Council may pay contractors, administrative and technical personnel directly and be reimbursed by the Texas Association. All invoices and bills for payment will be submitted to the Texas Association no later than 15 days prior to the end of the quarter in which they are due.**
- K. The RC&D Council shall provide the Texas Association with a final report within 15 days after the conclusion of each SEP Project. The RC&D Council shall submit via email a final report with documentation which details the completion of the project. The final report shall contain the following information.**
- 1) Detailed information concerning the completed SEP Project (measurable items)**
 - 2) Pictures (if applicable) of the completed projects**
 - 3) Summary of the Environmental Benefit**
- L. This agreement is effective on the date of the last signature and shall terminate unless renewed in writing by consent of both parties. Within 30 days of the termination of this agreement, the RC&D Council shall make a written accounting to the Texas Association (of) all SEP funds received, expended, and remaining under this Agreement. This accounting must tie SEP funds to a specific contract number. This written accounting will allow the Texas Association to determine what funds have not been expended. Any remaining SEP project funds will then be re-distributed or returned to the TCEQ General Fund.**

- M. If, at any time, the Texas Association determines that SEP funds have been spent in a manner that has not resulted in adequate or timely work performed or a purchase made in accordance with this agreement, the grantor shall be entitled to require payment from the RC&D Council of the total amount of such contributions, including interest earned.
- N. The RC&D Council shall acknowledge the financial support of the TCEQ SEP program in any publication involving the SEP Funds or whenever work funded in the whole or part by this Agreement is publicized or reported to news media. All publications or news release shall contain the following notation (or its equivalent if approved by Texas Association): "Prepared with funding from contributions in settlement of an enforcement action brought by the Texas Commission on Environmental Quality."
- O. The RC&D Council will not publicize the name of the contributors of SEP funds without consent of the contributor and notice to Texas Association.

Bluebonnet RC&D Council

By: Dan Corder
Title: President - Bluebonnet RC&D
Date: 9-25-19

Texas Association of RC&D Areas

By: Jerry Pearce
Title: Executive Director
Date: 9/24/2019



Kaufman County 1st Vintage Market Day Event – October 5, 2019
Kaufman County Master Gardeners/Kaufman County Historical Commission
(over 400 attended)

DEPUTATION

THE STATE OF TEXAS

County of Kaufman

I, Randy Richards, Fire Marshal of the County of Kaufman and State of Texas, having full confidence in **Matthew James Scotch** of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Kaufman County, nominate and appoint him, the said **Matthew James Scotch** my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Fire Marshal of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 30th day of SEPTEMBER, 2019.

Randy Richards

Fire Marshal of Kaufman County, Texas

THE STATE OF TEXAS

County of Kaufman

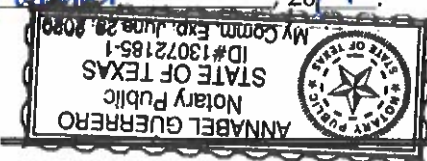
BEFORE ME, Annabel Guerrero, Notary Public

in and for Kaufman County Texas, on this day personally appeared **Randy Richards, Kaufman County Fire Marshal**, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Kaufman, Texas, this 30th day of

September

2019



Annabel Guerrero

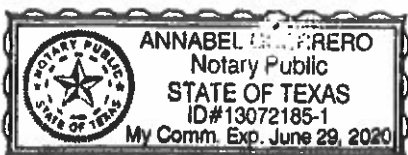
Notary Public, State of Texas

OATH OF OFFICE

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

Matthew Scotch

Subscribed and sworn to before me, this 30th day of September, 2019.



Annabel Guerrero

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

[illegible]

Monthly Revenue Deposits														
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Previous	\$6,232	\$24,168	\$4,938	\$750	\$3,344	\$8,997	\$1,920	\$33,792	\$11,707	\$4,860	\$2,453	\$2,570		\$105,731
Current	\$5,700	\$2,900	\$13,347	\$7,988	\$7,040	\$3,548	\$15,939	\$6,300	\$18,697	\$2,660	\$5,610	\$3,541		\$93,269
														TOTAL

DEPUTATION

The State of Texas }

COUNTY OF Kaufman

I, Bryan Beavers

Sheriff

of the County of Kaufman

and the State of Texas, having

full confidence in Anthony R. Manriquez of said County and State, do hereby
with the consent of the Commissioner's Court of Kaufman County, Texas, Duly entered herein,
nominate and appoint the said Anthony R. Manriquez my true and
lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of
said Deputy Sheriff of said County and State, hereby ratifying
and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 16th day of September 2019

[Signature]
of Kaufman County, Texas

The State of Texas }

COUNTY OF Kaufman

Before Me, Broocke Moore

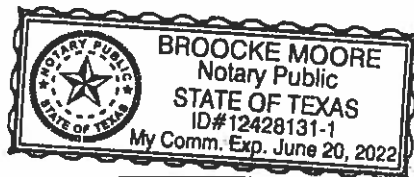
Notary Public

in and for Kaufman

County, Texas,

on this day personally appeared Bryan Beavers
known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he
executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Kaufman, Texas,



this 16th day of September 2019

[Signature]

OATH OF OFFICE

"I, Anthony R. Manriquez

do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Sheriff

and for Kaufman County of the State of Texas, and will to the best of my ability preserve, protect, and defend
the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have
not directly nor indirectly paid, offered, or promise to pay, contributed, nor promised to contribute any money, or valuable
thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So
help me God.

Signed [Signature]

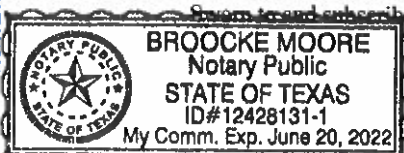
Sworn to and subscribed before me, this

16th

day of

September

2019



[Signature]

Notary Public

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES and AUTHORITY

The Department of Public Safety (DPS) and Kaufman County (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code Chapter 411.

II. BACKGROUND and PURPOSE

County has a need for assistance in testing of seized drug analysis of evidence and requests that DPS provide seized drug analysis of evidence submitted by County law enforcement.

DPS has the ability to assist in this regard and agrees to provide this seized drug analysis of evidence submitted by County law enforcement.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

- A. The DPS Crime Laboratory Service of will analyze seized drug analysis of evidence submitted by law enforcement agencies within County.
- B. At its discretion, DPS will assign the services of one full time equivalent (FTE) to perform analysis under this Contract. The FTE will be a DPS employee.
- C. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drug cases with two items or less. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drug cases with more than two items.
- D. The assigned DPS FTE will work on County cases awaiting seized drug analysis before examining evidence from other agencies as long as this Contract is in place.
- E. At its discretion, DPS will assign the FTE other work if there are no services required under this Contract, within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by County will not exceed 80 cases per month (seized drug) under this Contract.

County understands or will perform the following.

- A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.
- B. County will ensure that a valid subpoena is issued to any DPS Laboratory analyst needed for court testimony with at least two weeks' prior notice when available.
- C. County will not be responsible for paying any fees or costs associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract.
- D. Cases submitted to DPS from County under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

IV. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed \$179,644.26. This amount is intended to cover the actual cost of having one DPS Forensic Scientist available to County during its business hours and it includes salary, equipment, and operational costs (see exhibit A). County will remit to DPS by check all costs for performing the services as identified.

V. PAYMENT FOR SERVICES

DPS will submit monthly invoices to County. DPS will also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs for each year that this Contract is in effect. County will remit payment to DPS no later than 30 calendar days after County's receipt of the invoice.

VI. TERM OF CONTRACT and AMENDMENTS

This Contract is effective on its Date of Execution. The Contract will terminate two years after the Date of Execution, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. Additionally, this Contract has three optional one-year renewal periods available. This Contract may only be amended by mutual written agreement of the parties.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Assistant Chief, Crime Laboratory Service, 5800 Guadalupe, Austin TX 78752.
Email: brady.mills@dps.texas.gov. Phone 512-424-7151.

If to County: Deborah Overton Bonner, Assistant Criminal District Attorney, Civil Division
Kaufman County District Attorney's Office, 100 W. Mulberry St., Kaufman, TX 75142.
deborah.bonner@kaufmancounty.net. Phone: (469) 376-4796.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Kaufman County

Department of Public Safety

Hal Richards
County Judge



Steven C. McCraw
Director

Date

Date 9/25/19



EXHIBIT A

	Year 1 FS II	Year 2 FS II
SALARY AND BENEFITS		
Forensic Scientist II salary	\$4,633.87	\$4,948.97
Number of FTEs	1	1
Base Salaries	\$55,606.44	\$59,387.64
Benefits @ 29% of salary	\$16,125.87	\$17,222.42
TOTAL SALARY AND BENEFITS	\$71,732.31	\$76,610.06
Annual training costs	\$500.00	\$500.00
Operating and equipment expense	\$14,178.84	\$11,765.88
Administrative costs (2.5%)	\$2,147.78	\$2,209.40
Annual Total	\$88,558.93	\$91,085.33
Contract Total		\$179,644.26

Agreement for the Provision of Access to Radio System Between Kaufman County, Texas and CareFlite

This agreement is made and entered into on the _____ day of October, 2019, by and between Kaufman County, Texas, a political subdivision of the state of Texas (hereinafter the "COUNTY"), and CareFlite, a Texas non-profit corporation ("USER"). COUNTY and USER are at times collectively referred to as the "Parties" in this Agreement.

Recitals

WHEREAS; the Parties entered into an agreement for emergency medical services in certain parts of Kaufman County effective March 1, 2015; and

WHEREAS; the COUNTY is the sole owner and operator of the COUNTY radio system; and

WHEREAS; numerous COUNTY departments, including the Sheriff, Fire Marshal, Public Works, and Constables are presently users on the System; and

WHEREAS; USER operates emergency medical services for all those needing such services within the COUNTY outside the cities of Kaufman and Terrell; and

WHEREAS; the Parties desire to further the goal of protecting the health, safety, and welfare of the citizens of the COUNTY;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the COUNTY hereby grants to USER access to use radios in the COUNTY'S radio system effective 10/1/19. The term of this agreement shall run concurrently with the USER'S EMS agreement, including any extensions thereof with the COUNTY to provide EMS services within the COUNTY outside the cities of Kaufman and Terrell, a copy of which is attached hereto as Exhibit A. Such access is not intended to and does not grant to USER any property interest in the COUNTY system. Access may be revoked for good cause. Because the Parties desire to further the goal of protecting the health, safety, and welfare of the citizens of the COUNTY and because CareFlite spent over \$150,000 to convert to the COUNTY's system, "good cause" is defined as an action or inaction that risks causing a significant or permanent failure of the radio system itself.

User Agrees to:

- (1) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the COUNTY system. All subscriber units must be approved by type by the COUNTY. COUNTY agrees that USER's current equipment is approved.
- (2) Have any of its devices, equipment, or subscriber units which cause any problems on the COUNTY system immediately taken out of service and repaired by USER. USER shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

- (3) Ensure that all persons who will be operating subscriber units are adequately trained in the use of such units.
- (4) Ensure that its employees who are trained and authorized to use the System do so in compliance with federal, state, and COUNTY laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred as shown by a written decision issued by the federal or state agency with the appropriate jurisdiction, the Director, in his/her discretion may require the USER to remove a unit(s) from the System. To place the USER on probation for a certain period of time not to exceed six (6) months and/or take other reasonable action only if the USER's action(s) were intentional and only if as a result the COUNTY's radio system has its federal and/or state licenses (if any) threatened with revocation. Multiple intentional violations or misuse of the COUNTY system may result in USER being removed entirely from the COUNTY system after the USER has had an opportunity to present evidence why its license should not be revoked. Any decision must be in writing and must consider the effect of revocation on the USER's EMS services to the COUNTY's citizens. All direct expenses arising out of violations or misuse by the USER and its employees and agents shall be borne by USER. Additionally, USER shall be responsible, at the request of the COUNTY, for responding to or assisting the COUNTY in responding to any correspondence or complaint received by the COUNTY from state or federal regulatory agencies involving USER'S units.
- (5) Restrict its use of the COUNTY system to legitimate business-related purposes of the USER. The COUNTY system shall not be used to conduct personal or unrelated business. COUNTY acknowledges and approves of USER's utilization of the COUNTY system for its EMS services within the useful range of the COUNTY system as a related business.
- (6) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, USER will have the opportunity to remain on the COUNTY system if USER is able to timely comply with the mandate(s). The COUNTY will not be responsible for bringing USER into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates.
- (7) The COUNTY will have the sole discretion to update or change the COUNTY system. The COUNTY will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the COUNTY system.
- (8) Remit to the COUNTY in a timely fashion a monthly payment of \$25.00 per active radio ID. Currently USER maintains seventy (70) active radio IDs for a total monthly payment of \$1,750.
- (9) Abide by any reasonable rules and regulations promulgated by the COUNTY regarding the use of the COUNTY system. The USER shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the USER system. Changes or exceptions to the rules or regulations will voluntarily be made by the COUNTY upon a showing by the USER of such a conflict.

The COUNTY Agrees to:

- (1) Maintain and support the core of the COUNTY system.
- (2) Use best efforts to answer questions and facilitate use of the COUNTY system by USER.
- (3) Comply with federal, state, and COUNTY rules.
- (4) Give adequate notification to USER of violations, service interruption, and intent to remove units from operation on the COUNTY system.
- (5) Provide USER prior notice to any voluntary upgrades or early compliance with mandates to the COUNTY system that will affect USER.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the COUNTY system, the other party shall provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a thirty (30) day time period unless there is a technical problem not solvable within that time frame. The non- defaulting party may grant the defaulting party reasonable additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period and only if the default is of a type that risks causing a significant or permanent failure of the radio system itself. The COUNTY and USER reserve all available remedies afforded by law to enforce any term or condition of this Agreement. This contract shall automatically terminate upon termination of the underlying user's EMS agreement and any extensions thereof.

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Texas. The obligations of the parties to this Agreement are performable in Kaufman County, Texas and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Kaufman County, Texas.

This Agreement is agreed by both parties with an effective date of October 1, 2019.

KAUFMAN COUNTY, TEXAS

USER: CAREFLITE

By: _____
Hal Richards, County Judge

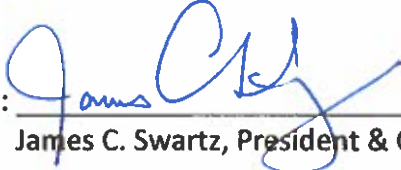
By:  _____
James C. Swartz, President & CEO

EXHIBIT A

Agreement for Emergency Medical Services between Kaufman County, Texas and CareFlite

This Agreement for Emergency Medical Services ("Agreement") is between Kaufman County, Texas ("COUNTY") and CareFlite, a Texas non-profit corporation ("PROVIDER"). COUNTY and PROVIDER are at times collectively referred as the "Parties" in this Agreement.

Recitals

WHEREAS, the Parties entered into an agreement for emergency medical services in certain parts of Kaufman County effective March 1, 2015; and

WHEREAS, the Agreement was modified in writing by Amendment #1 which was effective on May 31, 2015; and

WHEREAS, PROVIDER operates emergency medical services for all those needing such services within the COUNTY outside the cities of Kaufman and Terrell; and

WHEREAS, COUNTY desires to provide emergency medical services for all those needing such services within the COUNTY outside the cities of Kaufman and Terrell; and

WHEREAS, PROVIDER has exceeded the clinical and response time performance standards, brought additional needed resources to the system and as a result has significantly improved the EMS system's performance since March 1, 2015; and

WHEREAS, COUNTY desires that the service be uninterrupted when the current contract expires on February 9, 2016; and

WHEREAS, COUNTY desires to enter into an agreement with PROVIDER to provide emergency medical services within Kaufman County in the areas designated above; and

WHEREAS, state law authorized COUNTY to enter into a contract with PROVIDER for emergency medical services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

Article I. Scope of Agreement and Term

1.1 Contract for Emergency Medical Services. PROVIDER must provide services as described in Article III to COUNTY according to the terms and conditions set forth in this agreement in exchange for consideration from COUNTY as described in Article II. The resolution of conflict shall be made by ranking in the following order, highest rank first:

- a. Applicable Federal statutes, laws, rules, and regulations;

b. Applicable State statutes, laws, rules and regulations;

c. This Agreement;

1.2 Term. The base term of this Agreement commences as of February 10, 2016, and continues through February 28, 2021. The COUNTY shall have the option, in its sole and absolute discretion to extend this contract for a maximum of five (5) addition years. If extended, the PROVIDER may earn up to five (5) individual one (1) year extensions for a maximum total term of 10 years. These earned extensions shall be on the same terms and conditions of this agreement. Each extension may be earned by exceeding the minimum requirements of the contract during a previous one year period. If granted, any extensions of the contract will be granted by COUNTY and will commence at the end of the five (5) year base contract awarded by COUNTY.

COUNTY shall evaluate the PROVIDER's performance and may elect to award extensions subject to the following requirements:

1. Response Time Performance Exceeding Requirements. Finding by the COUNTY that the clinical and response time performance of the PROVIDER has, in general, exceeded the minimum requirements set forth in the contract, and
2. Substantial Compliance. Finding by the COUNTY that the PROVIDER substantially and consistently meets the various requirements of federal, state and local laws, rules and regulations and the performance obligations of this contract.
3. Written Notice. Absence a written notice by COUNTY to PROVIDER (given in accordance with the methods specified in Section 5.1), this agreement will terminate at midnight on the last day of the base term or any extensions thereof given in accordance with this section of the agreement.

1.3 Territory of COUNTY. The territory of COUNTY includes all of Kaufman County except for certain municipalities that have opted out of the COUNTY system: the Cities of Kaufman and Terrell.

1.4 Exclusive Rights. The rights granted under this Agreement to provide EMS Emergency and non-Emergency Transports shall be exclusive to Provider to the maximum extent permitted by law. COUNTY shall take all necessary steps permitted by law including the creation of an ordinance to administer this Agreement and to work cooperatively with PROVIDER to enforce the exclusive rights granted by this Agreement.

Article II. Kaufman County Obligations

2.1 Payments.

(A) Initial Term Payments. COUNTY will pay to PROVIDER \$1 per year, which is payable without offset in annual payments of \$1 due on the first day of each year of this agreement, for EMS Services under this Agreement. PROVIDER shall not be required to invoice COUNTY to receive payment but will provide confirmation of payment if requested by COUNTY.

(B) Billing Revenues. PROVIDER is authorized to bill for EMS Services provided under this agreement and keep any revenues from such billings, provided that all charges and fees assessed for EMS Services rendered within the COUNTY are the same as the PROVIDER's charges and fees that PROVIDER assesses for those same services in any other areas. The parties agree that charges and fees for EMS services may be adjusted by PROVIDER in the regular course of business.

(C) EMS Membership Program. CareFlite has an EMS membership program approved by the State of Texas. This program protects citizens against certain costs of ground and air ambulance transports performed by CareFlite. COUNTY agrees that it will fully cooperate with CareFlite during the term(s) of this contract in providing and executing documents if required by the State of Texas in connection with CareFlite's membership program. CareFlite agrees to comply with all appropriate federal and state regulations applying to EMS membership programs.

(D) Prisoner Transports. COUNTY and all municipalities covered by this agreement shall be billed at the then current Medicare allowable rate at the service level provided for all medical transports for prisoners under the jurisdiction of the COUNTY or Municipality based on the zip code of the originating location. COUNTY and Municipalities shall pay CareFlite within 30 days of receipt of invoices for aforementioned medical transports

Article III.
CareFlite Obligations

3.1 EMS Services. PROVIDER must operate 24 hour, seven days-a-week ground based emergency medical pre-hospital transport services and non-emergency ground transport services within the territory of COUNTY ("EMS Services"), including providing the following in accordance with the terms of this Agreement:

- (A) the necessary number of full time fully equipped ambulance vehicles certified as BLS to Mobile Intensive Care Unit ("MICU") or better with less than 300,000 odometer miles, unless otherwise agreed to in writing by COUNTY; This provision shall only apply if this contract is extended by COUNTY as provided for in Section 1.2.
- (B) 9-1-1 and non-emergency dispatch services;
- (C) all ambulance personnel required for the vehicles certified at the BLS to MICU level or better;
- (D) all in-service training required of ambulance personnel;
- (E) all fuel, lubricants, maintenance, repairs, and insurance, for vehicles and equipment;
- (F) programs to maintain superior working relationship with first responders;
- (G) programs to maintain superior working relationships with law enforcement agencies;
- (H) programs to ensure courteous, professional, and safe conduct of all ambulance personnel, and other staff at all times;

- (I) programs to maintain personnel certifications and PROVIDER'S license(s);
- (J) programs and procedures to keep COUNTY informed in a timely manner of all activities, issues, and policy/procedures modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the COUNTY;
- (K) programs to provide training, support and one for one re-supply for First Responders in COUNTY and to offer Medical Direction for the purpose of licensure by the State of Texas for those First Responders who request it;
- (L) a minimum fleet size of 115% of proposed peak deployment. COUNTY recognizes that to the extent PROVIDER uses resources of its system in other counties to support its operations in COUNTY, it may use its resources in COUNTY should the need arise in other counties provided it maintains the performance standards required under this contract in COUNTY;
- (M) comply with all other obligations and conditions set forth in this Agreement.

3.2 EMS Response Time Standards.

- (A) *EMS 90% Response Time.* PROVIDER must place a transport capable MICU rated ambulance at the dispatched address of each request of a life-threatening emergency, a potentially life-threatening or a non-life threatening emergency request within the time standards set forth in Attachment #1 from the time of dispatch on not less than 90% of all emergency dispatch response requests. These response times will be measured using the last 100 patient contacts.
- (B) *First Response Vehicle (FRV).* PROVIDER may choose to operate a first response vehicle with a Paramedic licensed by the State of Texas, meeting all ALS standards for equipment and operated by an employee of CareFlite. Responses provided by such first response vehicle will be considered meeting the terms of Subsection (A) above if the vehicle reaches the dispatched address within the time standard requirements of Attachment #1. If the patient refuses transport after the arrival of a first response vehicle, then the response shall be deemed to have met the response time requirements of this Agreement.
- (C) *Response Time Calculation.*
 - (1) The "time of dispatch" will be 60 seconds from the time the PROVIDER's communications center is notified of the emergency (i.e., the moment callback number and location are acquired, either by voice or by ANI/ALI 911 data transmission and confirmed). PROVIDER shall have two (2) minutes from the time of dispatch to be enroute to the call.

(2) The time of arrival "at the scene" will be the time an appropriate classification fully equipped transport capable ambulance or First Response Vehicle arrives at the dispatched address of the request for emergency services and notifies the communication center that it is fully stopped at the location where the ambulance crew or FRV's Paramedic will exit to approach a patient. If the ambulance crew fails to report the time of arrival "at the scene", the time of the next communication from the ambulance crew will be used as the time of arrival "at the scene" except that for any vehicle used by PROVIDER that has GPS tracking, it may rely upon times provided by GPS tracking system to meet this requirement. It may also rely upon times provided by other First Responder agencies if reported by radio to the Sheriff's Office or other appropriate agency.

(3) All response times will be measured in seconds, not whole minutes.

(D) *Response Time Exemptions and Failures.*

(1) The Parties understand that isolated instances may occur in which PROVIDER does not meet the stated performance specifications. However, a chronic failure to comply with the response time standards would constitute a major default under this Agreement. Chronic failure is defined as the failure of PROVIDER to meet any monthly response time standard (as defined in this article), emergency or non-emergency, in any three out of five consecutive calendar month periods.

(2) PROVIDER must maintain mechanisms for reserve response capacity to increase response capability if temporary system overload persists. However, it is understood that from time to time unusual factors beyond PROVIDER'S reasonable control may affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions or declared disasters as noted below.

(3) Equipment failure, normal traffic congestion, ambulance failure, dispatch error, or other causes reasonably under PROVIDER's control will not be grounds for granting an exception to compliance with the response time standards. No other causes of late responses may serve to justify exemption from response time requirements unless specifically authorized by COUNTY or as provided below in Article 3.2(D)(4).

(4) Exemptions will be as follows:

(a) Requests occurring during a period of unusually severe weather conditions when response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from a delayed response. PROVIDER must make such requests to COUNTY within 72 hours after the event is concluded by notifying COUNTY's Emergency Management Coordinator. COUNTY shall not unreasonably refuse a request under this section.

- (b) Requests during a declared disaster confirmed by COUNTY locally or in a neighboring jurisdiction, in which PROVIDER is rendering assistance. During such periods, PROVIDER must use its best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.
 - (c) If the patient refuses transport after the arrival of an ambulance, then the response shall be deemed to have met the response time requirements of this Agreement as provided in Attachment #1 even if the actual time exceeded the requirements of Attachment #1.
 - (d) Late runs as a consequence of inaccurate or incomplete information obtained by a 911 control center during telephone interrogation of a caller or an error in conveying such information to PROVIDER's Communications Center either orally or by way of data transmission. This exemption does not apply to any call in which the caller is interrogated directly by CareFlite's Communications Center except when the caller is using a cellular phone, is unsure of his/her location and GPS data cannot be obtained for the phone.
 - (e) In cases where multiple paramedic units including ground and air are dispatched to a single incident, the first arriving unit shall "stop the clock" and response times for subsequently arriving units shall be excluded from response time statistics.
 - (f) During periods of unusual system overload, which shall mean that at least three or more emergency responses are occurring simultaneously within the COUNTY's service area (but not including responses to a hospital). Any additional emergency service requests that exceed the response time requirements shall not be included in response time calculations.
 - (g) Vehicle crashes not caused by PROVIDER's personnel shall serve to justify an exemption from the response time requirements of this agreement.
 - (h) Train crossings when the train is stopped and no reasonable bridge crossing is available within one quarter of a mile, road closures, bridge closures, or road construction blocking one or more travel lanes shall serve to justify an exemption from the response time requirements of this agreement.
- (5) Subject to finding by the PROVIDER'S Medical Director that the clinical quality of care provided by a proposed MICU staffed Mutual Aid provider, helicopter ambulance service, or a fully equipped ALS First Response Vehicle operated by PROVIDER, is deemed substantially equivalent to the quality of care required under this Agreement, such paramedic units responding at PROVIDER'S request to locations within COUNTY will be deemed to "stop the clock" for response time calculations.

- (6) If a presumptive run code classification is upgraded to a higher priority while the ambulance is enroute (as a result of information provided by a physician, first responder or law enforcement officer at the scene), the applicable run code designation will be the upgrade priority, and response time will be measured from the moment of upgrade. If a presumptive run code classification is downgraded to a lower priority while the ambulance is enroute (as a result of information provided by a physician, first responder or law enforcement officer at the scene), the applicable run code designation will be the downgraded priority and response time will be measured from the original dispatch time.

(E) Penalties

Except as provided in Article 3.2(A) above, PROVIDER shall pay COUNTY a \$500 fine for any month in which the response time standards are not met in accordance with the standards set forth in Attachment #1 to this agreement.

3.3 Compliance with Other Laws. PROVIDER must provide the EMS Service in accordance and in compliance with all Federal, State and local laws, rules and regulation, including those rules and regulation promulgated by the Texas Department of State Health Services ("TDSHS"), or its successor agency, relating to pre-hospital emergency medical services.

3.4 National Incident Management System ("NIMS"). PROVIDER must operate in compliance with NIMS to the extent of job function and interaction with other fire, EMS, law enforcement and other government agencies.

3.5 Standard Operating Procedures. PROVIDER must provide the EMS Services in accordance with standard operating guidelines, training requirements and programs, and other procedures related to the EMS Services ("EMS SOPs"). Before adopting the EMS SOPs or implementing any changes to them, PROVIDER must submit the proposed EMS SOPs or changes to COUNTY for its review and prior written approval, which will not unreasonably withheld or delayed.

3.6 PROVIDER Executive Management. PROVIDER'S Medical Director and the Vice President of Ground Operations and Communications will be responsible for oversight of all EMS Services provided under this Agreement. PROVIDER'S Director of Ground Operations East will be responsible for day to day supervision and management of the EMS Services provided under this Agreement and must attend COUNTY's regular monthly meetings and, upon receipt of reasonable advance notice, attend any COUNTY special or emergency meetings and be prepared to present information and respond to questions regarding any items on the agenda for those meetings.

3.7 Personnel. PROVIDER must provide all personnel necessary to provide the EMS Services and must be solely responsible for the salary, benefits, support costs, and other payments for those personnel. At a minimum, PROVIDER must provide the following personnel:

- (A) Medical Director. PROVIDER must employ or contract with a Medical Director, whose duties must include oversight and management of the medical aspects of the EMS Services

provided under this Agreement and the services provided by first responders operating within COUNTY who request medical direction; and

(B) Emergency Medical Services Personnel. PROVIDER must employ a sufficient number of properly licensed and qualified personnel ("EMS Personnel") on a 24-hour, 7 days-a-week basis to meet the response time requirements set forth in Section 3.2.

3.8 Medical Protocols. Protocols approved by the Medical Director will include protocols for selection of the destination hospital and will be strictly followed by paramedic personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special considerations of patient care or practical barriers to implementation (e.g., blocked roads, hospital divert status, etc.). The Parties enter into this Agreement under a mutual assumption that transport protocols approved by the Medical Director will strictly adhere to the following priorities of consideration and recognize these priorities in the sequence presented:

- (A) First Consideration: patient care and safety;
- (B) Second Consideration: patient/family choice; and
- (C) Third Consideration: fairness in distribution of patients among hospitals and system demand.

In this regard, the following rules apply:

- (1) *Life-Threatening Emergencies*. Patients experiencing life-threatening or potentially life-threatening emergencies (as defined by patient-assessment protocols approved by the Medical Director) will, in accordance with transport protocols approved by the Medical Director, be delivered to the nearest appropriate facility, taking into consideration the patient's condition and location, the patient's medical requirements, and the respective capabilities of hospitals within and, for some types of patients, outside COUNTY. Such transport protocols may not be inconsistent with then-currently-approved trauma system protocols (when available).
- (2) *Non-Life-Threatening Emergencies*. Patients experiencing a non-life threatening emergency (as defined by patient-assessment protocols approved by the Medical Director) will be transported to the facility of choice designated by the patient, the patient's family, or the patient's personal physician, or if no such preference is stated, to the nearest hospital approved by the Medical Director.
- (3) *Non-Emergency Transports*. All non-emergency patients will be transported to the destination selected by the patient, the patient's family, or the patient's personal physician in normal circumstances.
- (4) *Disaster or System Overload*. In times of disaster or system overload (3 or more simultaneous emergency calls or more within COUNTY), all patients transported by PROVIDER (except those transported by air) will be taken to the closest hospital. The

closest hospital will be determined by time not distance taking into account traffic, weather and road conditions.

(5) *Enforcement.* Inappropriate and unjustified deviations from these patient-destination protocols by EMS personnel without direct authorization by a Medical Control Physician will be subject to sanction by the Medical Director in accordance with PROVIDER'S due process procedures. Such sanction may include reprimand, probationary clinical status, suspension, to termination, depending upon frequency and severity of error at the sole discretion of the Medical Director.

3.9 Training. PROVIDER must provide an on-going in service training program and a Quality Assurance/Improvement program for all PROVIDER personnel and first-responders operating within COUNTY that, at a minimum, provide for retrospective chart review and internal controls to insure protocol compliance and appropriate transport mode and destination.

3.10 First Responder Support. PROVIDER should develop a strong working relationship with the volunteer and municipal fire departments in COUNTY, including all first responder organizations. PROVIDER must include in its annual report information on the support to first responders operating within COUNTY. PROVIDER shall offer with its personnel or by contract with a duly qualified and licensed entity a minimum of one ECA and one EMT class within Kaufman County (including the Cities of Kaufman and/or Terrell for the purposes of this section only) during each calendar year in which this agreement or any extensions thereof are in effect beginning in 2016

3.11 Independent Contractor. Notwithstanding anything in this Agreement that may be construed to the contrary, the PROVIDER and all of its personnel, including contract emergency service providers, volunteers and agents are at all times independent contractors and not employees of COUNTY. The PROVIDER and its personnel will at all times have the right to control the details of their work and exercise their independent, professional and discretionary judgment. If any compensation is paid to any person, the PROVIDER will be liable for the payment of all taxes (including income, social security, withholding and unemployment taxes – state and federal), and must provide worker's compensation insurance for all PROVIDER'S personnel.

3.12 Reporting and Notifications.

(A) Monthly Report. PROVIDER will provide COUNTY with a written monthly report, including a report of the number of EMS Service calls originating within COUNTY in the previous calendar month ("Monthly Report"). The Monthly Report must be provided at least seven days before COUNTY's regular monthly meeting provided COUNTY meeting is scheduled on or after the 15th of the subsequent month or later. The Monthly Report must be provided at least three days before COUNTY's regular monthly meeting provided COUNTY meeting is scheduled on the 10th to the 14th of the subsequent month. The Monthly Report must be provided at least 24 hours before COUNTY's regular monthly meeting provided COUNTY meeting is scheduled on the 8th or 9th of the subsequent month. These reports will be sent by email to the COUNTY's Emergency Management Coordinator within the time frames of this paragraph.

(B) Compliance Report. PROVIDER will provide COUNTY an annual written report in the month of December of each year regarding the regulatory compliance of EMS Services by PROVIDER in the previous fiscal year ("Compliance Report"). The Compliance Report must be in a form that is sufficient to satisfy the requirements of any Federal, State or local agency or entity with jurisdiction over the EMS Services, or any portion of those services, provided under this Agreement.

(C) Notifications.

(1) Media Issues. PROVIDER'S Vice President of Ground Operations, or his designee, must notify, as soon as practical, the COUNTY's Emergency Management Coordinator, by telephone or by email of any incident that has a high degree of probability of adverse publicity to PROVIDER or COUNTY, or potential legal action against PROVIDER or COUNTY, to the extent permitted by law and after consultation with PROVIDER'S attorney.

(2) PROVIDER must file with COUNTY a copy of all reports, investigations, complaints, inspections and the like (maintaining all necessary confidentiality as otherwise required by law) prepared or conducted by the TDSHS under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code Section 773.001, et seq., as amended, where such TDSHS action is initiated by a complaint filed against the PROVIDER or arising from a failed TDSHS inspection. PROVIDER'S filing must be made with Emergency Management Coordinator within ten (10) days following the PROVIDER'S receipt of or becoming aware of the TDSHS action.

3.13 Dispatch Services. PROVIDER must provide the following services to COUNTY:

(A) Computer aided dispatch ("CAD") system to dispatch each call for emergency services received by telephone or radio communication for the COUNTY, from the COUNTY Sheriff's Office, from any municipal dispatch for cities covered by this contract or from any member of the public. The CAD shall record the date, hour, minutes and seconds of each communication, all radio and telephone communication (including pre-arrival instructions) and time track;

(B) Communications methods using standard industry radio communications, GPS and mapping, paging and alert capabilities at all times;

(C) Provide EMD trained personnel for 911 call taking and dispatching duties 24 hours per day each day during the term of this Agreement and any extensions or renewals thereof;

(D) Maintain written reports of all emergency telephone calls, radio communications; and dispatches of emergency services, which reports must include (i) the time and nature of each communication; (ii) the time of dispatch in response to a call for emergency services; (iii) the time the first emergency service provider(s) left to respond to an emergency; (iv) the identity, by unit number or other wise of PROVIDER's responders; (v) the time the PROVIDER arrived at the scene of an emergency and identity of such responder; (vi) the response time and identity of others responding to an emergency; (vii) the time of completion of an emergency response and a

return to readiness for additional responses; (viii) all other information as may be reasonable necessary in order to maintain a complete and accurate record of each call received, dispatched, and serviced including, but not limited to, the nature of the resolution of the emergency.

(E) Maintain CAD records for at least 365 days;

(F) Ensure that all persons performing services pursuant to this Agreement on behalf of PROVIDER perform such services in a prompt, proficient, efficient, professional and courteous manner at all times; and

(G) Ensure that dispatch personnel have the initial and on-going training, map knowledge and geographic understanding of the coverage area in COUNTY.

3.14 Air Medical Services. The parties agree that the "most appropriate aircraft" shall be used when the PROVIDER or a First Responder on the scene determines that a particular patient requires air medical transport. All requests for air medical service shall be communicated to PROVIDER's Communications Center who shall assign the "most appropriate aircraft". The parties further agree that "most appropriate aircraft" is defined as the aircraft having the shortest elapsed time from call to definitive care. The PROVIDER will maintain dispatch records for all air medical transports originating from its 911/EMS service in COUNTY's territory. The PROVIDER will, as part of its monthly report to COUNTY, provide data on all air medical transports originating from its 911/EMS service in COUNTY's territory. Destinations for patients being transported by air from PROVIDER's 911/EMS shall be selected as follows:

(A) First Consideration: patient care and safety;

(B) Second Consideration: patient/family choice; and

(C) Third Consideration: fairness in distribution of patients among hospitals and system demand.

(D) The parties further agree to work cooperatively to develop a number of helipads within the COUNTY to be used for air medical transports in order to provide a safer operating environment for patients, crew members and the public and to reduce the need for First Responders to set up Landing Zones.

3.15 Office Space. PROVIDER shall pay a monthly rental of \$250 per month due on the first of each month without notice or invoice from COUNTY for the use of certain office space located at 2125 S. Houston Street, Kaufman, Texas 75142. This obligation shall be effective January 1, 2016.

Article IV. Insurance

4.1 Insurance. Throughout the term of this Agreement, and any extensions thereof, PROVIDER must procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. PROVIDER must provide COUNTY with certificates of insurance written by one or more insurance

companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Texas and reasonably acceptable to COUNTY. These insurance certificates must name COUNTY as an additional insured and list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies. These insurance requirements will remain in effect throughout the term of this Agreement. The following minimum coverage must be provided:

(A) Commercial general liability insurance, including but not limited to, bodily injury, property damage and personal injury, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage must be on "an occurrence basis," and the policy must include broad form property damage coverage, and contracted liability and fire legal liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, unless otherwise stated by exception herein.

(B) Professional medical liability insurance including error and omissions with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence, and an aggregate limit of no less than Two Million and 00/100 Dollars (\$2,000,000).

(C) Automobile Liability with One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage of per occurrence, and

(D) Worker's Compensation coverage and policy, in compliance with the State of Texas. The Worker's Compensation policy must waive subrogation rights.

"No Representation of Coverage Adequacy:" By requiring insurance herein, COUNTY does not represent that coverage and limits will be adequate to protect PROVIDER. COUNTY reserves the right to review any and all of the insurance policies and/or endorsements cited in the Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify and insurance deficiency does not relieve PROVIDER from, nor may it be construed or deemed a waiver of, PROVIDER'S obligation to maintain the required insurance at all times during the performance of the Contract.

Policies other than the Worker's Compensation Insurance must name COUNTY, its agents and employees as additional name insureds. COUNTY must receive at least 30 days' prior written notice of any expiration, cancellation, non-renewal or material change in coverage of PROVIDER'S insurance coverage. Nothing may absolve PROVIDER of this requirement to provide notice. Any program of self-insurance risk employed by the PROVIDER for the coverages required herein is subject to prior written approval and on-going monitoring by COUNTY and its legal counsel. The COUNTY's prior written approval will not be unreasonably withheld.

Article V. General Provisions

5.1 Termination. Notwithstanding any other language or provision in this agreement, either party may terminate this agreement without cause effective on the last day of any month following a minimum of six months written notice by one party to the other party. Written notice shall be considered to have been provided when it is physically delivered to the other party whether by courier, US Mail or hand delivery.

For the COUNTY, the notice must be delivered to the County Judge or the Emergency Management Director. For the PROVIDER, delivery must be made to the notice must be made to the President/CEO or to the Vice President of Ground Operations. Email and/or fax delivery shall not constitute notice.

5.2 Immediate Termination. Either Party may terminate this Agreement with at least 30 days prior written notice if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted by a competent legislative authority in such a manner that could reasonably jeopardize the taxing or other authority of either COUNTY or otherwise modifies, voids, or affects this Agreement. If any such an above-described event occurs, the Parties will exert best efforts to agree on an alternative agreement for shared assets and management responsibilities in conformance with any such opinion, judgment, or legislative enactment.

5.3 Termination for Major Default. COUNTY may terminate this Agreement by providing written notice to PROVIDER upon occurrence of any of the following:

- (A) Failure of PROVIDER to operate the service in a manner consistent with Federal, State, and local laws, rules, and regulations.
- (B) Supplying COUNTY with false or misleading information with regard to records, documents or data kept for the purposes of determining PROVIDER'S performance under the terms of this Agreement;
- (C) Deliberate and unauthorized scaling down of operations by PROVIDER to the detriment of performance or level of service, including during "lame duck" period of transition to a new EMS Service provider but before termination of this Agreement;
- (D) Chronic and persistent failures by PROVIDER'S employees to conduct themselves in professional manner, and to present a professional appearance to such extent that the COUNTY's reputation could reasonably expected to be harmed;
- (E) Failure of PROVIDER to provide data generated in the course of operations, including, but not limited to, patient report data, response time data, or financial data;
- (F) Failure of PROVIDER to assist COUNTY in its take over after the declaration of a major default has been declared by COUNTY;
- (G) Failure of PROVIDER to substantially and consistently meet or exceed the various clinical response standards provided for herein;
- (H) Failure of PROVIDER to maintain equipment in accordance with manufacturer or industry maintenance practices;
- (I) PROVIDER making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver

or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;

- (J) Chronic failure of PROVIDER to meet response time requirements as set forth in this Agreement;
- (K) PROVIDER'S failure to furnish key personnel of quality and experience as set forth in this Agreement;
- (L) PROVIDER'S failure to submit reports and information as set forth in this Agreement;
- (M) PROVIDER'S failure to maintain insurance as set forth in this Agreement; and
- (N) Any other failure of performance required in this Agreement by PROVIDER that is reasonably determined by COUNTY to constitute an endangerment to public health and safety.

A termination under the provisions of this section must be reasonable and exercised only after giving PROVIDER prior written notice of alleged failure and an opportunity to cure alleged default. In the event COUNTY determines that a major default has occurred, and if the nature of the default is, in the opinion of COUNTY, such that public health and safety are endangered, CareFlite shall be given written notice specifying the particular complaints and identifying them as appropriate by date, place, etc. with a reasonable opportunity to correct said deficiency. In the event CareFlite fails to correct said deficiency within a reasonable period of time, CareFlite may thereafter be found to be in default. In such event, CareFlite shall cooperate completely and immediately with COUNTY to affect a prompt and orderly transfer to COUNTY of CareFlite's responsibilities. COUNTY's exclusive remedy for defaults described hereunder shall be termination of the Contract and transfer of services as described herein. Except as provided in Section 5.4 below, in no event will CareFlite, or Kaufman County be liable for monetary damages or other direct, indirect incidental or consequential damages, whether arising in contract or tort. Such transfer of responsibilities shall be affected within 24 hours after such finding of major default by COUNTY after PROVIDER is given a reasonable opportunity to correct the deficiency and at the conclusion of the 24 hours PROVIDER would have no further contractual obligations.

5.4 Indemnification. EACH PARTY MUST DEFEND, IDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER, (COLLECTIVELY, "CLAIMS") RESULTING OR ARISING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE OTHER PARTY, OR ITS AGENTS, EMPLOYEES OR CONTRACTORS. COUNTY IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF PROVIDER'S EMPLOYEES OR PERSONNEL. IT IS EXPRESSLY UNDERSTOOD THAT COUNTY DOES NOT WAIVE, AND MAY NOT BE DEEMED TO WAIVE,

ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST CLAIMS ARISING IN THE EXERCISE OF ITS GOVERNMENTAL POWERS AND FUNCTIONS, OR THAT MIGHT OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT OR ANY EXTENSIONS HEREOF.

5.5 Entire Agreement. The terms and provisions of this Agreement contain the entire agreement between the parties and supersedes all previous communications, representations or agreements, either oral or written, with respect to the matters addressed herein. In case of conflict between this Agreement and any other agreement or contract now existing or later entered into by either of the parties hereto with other entities, this Agreement prevails except that this Agreement may be modified as provided below. Such modification(s) would not be considered to conflict with this Agreement. The parties may enter into a separate agreement to provide Caring-Heart Memberships to all residents of COUNTY. Such a contract by definition does not conflict with this agreement. Any funds paid under that contract are not subsidy funds and will not be used in any way to offset any funding requirements of this agreement.

5.6 Written Modifications. All modifications to this Agreement must be in writing and approved by the appropriate governing authority for both Parties.

5.7 Assignment. No rights, duties, or obligations under this Agreement may be assigned nor may any interest or options contained herein be made available or otherwise assigned to any third party without the prior written consent of the Parties, which may be withheld in either Party's absolute and sole discretion.

5.8 Severability. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue over any dispute arising from this Agreement will, by agreement, be in Kaufman County, Texas. This Agreement will be interpreted and construed as broadly as possible consistent with purposes stated herein.

5.10 Notice. Notices and paperwork required under this agreement shall be mailed and/or faxed to the following addresses and fax numbers:

CareFlite
Attention: James C. Swartz
President & CEO
3110 S. Great Southwest Parkway
Grand Prairie, Texas 7505
(972) 339-4001 Office
(972) 602-7183 Fax

Kaufman County
Attention: Steve Howie
Emerg. Management Coordinator
100 West Mulberry Street
Kaufman, Texas 75142
(972) 932-9696 Office
(469) 376-2011 Fax

Article VI
EMS Membership

6.1 COUNTY Obligation. To the extent required by law, COUNTY approves the offering of CareFlite's Membership Program to the public and to groups within Kaufman County. COUNTY further agrees to buy a CareFlite Ambulance Membership for each COUNTY employee which covers his/her household regardless of whether the employee fills out an application. COUNTY agrees to pay \$12 per year to cover all employees for the initial year of this agreement and subsequent years if COUNTY extends the contract in accordance with the provisions of Article 1.2. CareFlite shall have the right, but not the obligation to raise the annual cost per employee by \$1 per year after the sixth year should this agreement be extended by COUNTY under Article 1.2. COUNTY also agrees to comply with the State regulations (Section 157.11) governing membership programs and with which regulations the parties agree to comply. Payment shall be due during October of each year.

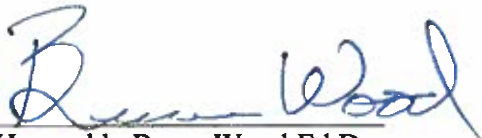
6.2 Terms and Conditions. The terms and conditions of CareFlite's Ambulance Membership Program are as described in the attached Exhibit 2 Ambulance Membership Program Terms and Conditions. Each membership covers the entire household except for any person in the household who is now or later becomes a recipient of Medicaid. COUNTY agrees to provide CareFlite with a completed application for each COUNTY employee. CareFlite agrees to provide COUNTY with a form for this purpose. The parties agree that any employee leaving COUNTY's employment during the plan year shall retain their CareFlite Ambulance Membership for the duration of that plan year (as required by state law). New employees hired or officials elected during any plan year shall be included in this program for the balance of the plan year provided a completed application and payment is received within 30 days of the start of employment.

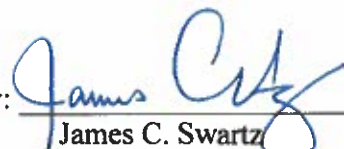
6.3 Membership Definition. Membership in CareFlite's Caring-Heart Membership Program is an EMS membership in a program sponsored by CareFlite and is not a membership in CareFlite's non-profit entity as the term "membership" is contemplated under the Texas Non-Profit Corporation Act.

IN WITNESS WHEREOF, the Parties hereto make and enter into this Agreement on this the 10th day of August, 2015 when it was approved by the Kaufman County Commissioners' Court. By their signatures below, the individuals signing and the Parties represent that they are authorized and intend to enter this agreement.

KAUFMAN COUNTY, TEXAS

PROVIDER: CAREFLITE

By: 
Honorable Bruce Wood Ed.D.
County Judge

By: 
James C. Swartz
President/CEO

Attachment # 1

Response Time Reliability

Pursuant to Article 3.2 and the terms of the agreement including but not limited to a 90% compliance, the following response times are established and agreed to by PROVIDER and COUNTY:

In the Cities of Crandall, Forney, Kemp and Mabank:

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 9:59 |
| 2) Potentially Life Threatening Emergencies | 11:59 |
| 3) Non-Life-Threatening Emergencies | 14:59 |

In the COUNTY's territory outside the cities shown above within 12 road miles from the nearest CareFlite Ground Ambulance Station:

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 9:59 |
| 2) Potentially Life Threatening Emergencies | 12:59 |
| 3) Non-Life-Threatening Emergencies | 14:59 |

In the COUNTY's territory outside the cities shown above more than 12 road miles from the nearest CareFlite Ground Ambulance Station:

- | | |
|---|-------|
| 1) Life Threatening Emergencies | 11:59 |
| 2) Potentially Life Threatening Emergencies | 12:59 |
| 3) Non-Life-Threatening Emergencies | 19:59 |

Ground Ambulance Responses to Texas Health Presbyterian Kaufman Medical Center and Nursing Homes:

- | | |
|--|----------------------------|
| 1) Unscheduled Emergency Transfers | 29:59 |
| 2) Unscheduled Non-emergency Transfers | 59:59 |
| 3) Scheduled Transfers with 2 hours prior notice | Agreed Time +/- 15 Minutes |

Excluding responses to Texas Health Presbyterian Kaufman Medical Center, the parties agree that PROVIDER shall be in compliance with the terms of the contract between the parties if the average of the three scene response zones shown above is 85% or greater per month. All percentages calculated under the contract shall be rounded down if .4 or less. Those calculations resulting in .5 or more shall be rounded up.

Attachment # 2



3110 S. Great Southwest Parkway
Grand Prairie, Texas 75052
Members Services (877) 339-2273
A Texas 501(c)3 non-profit entity



Caring – Heart Membership Program

PERSONS COVERED: This program covers all employees of Kaufman County and their households. Medicaid recipients are not permitted to participate in this program by state law.

BENEFITS: Payment of the membership fee by COUNTY, completion of an application and compliance with the terms of this program entitles the employees and their household members to the following benefits:

1. Emergency helicopter air ambulance services originating within 150 miles of DFW Airport for medically necessary advanced or basic life support emergency transport services from CareFlite as a result of an emergency medical condition shall pay nothing out of pocket, unless otherwise specified herein. Certain other air medical providers honor CareFlite's Membership. See www.careflite.org for a complete listing.
2. Emergency fixed wing air ambulance services for patients needing a higher level of care originating within 500 miles of DFW Airport and within the United States shall pay nothing out of pocket. For non-medically necessary fixed wing transports, CareFlite will make its best efforts to obtain an insurance pre-authorization. For fixed wing air ambulance service that are not medically necessary and/or operated for patient or family convenience, CareFlite will give members a 50% discount from its standard rates.
3. CareFlite's ground ambulance and 911/EMS service will be available within its service area which includes Kaufman County. These benefits will follow the rules of this Ambulance membership program.

PAYMENT FOR SERVICES: The user of CareFlite's services is responsible for payment for any services provided to them by CareFlite, but the membership will assist by discharging that part of the financial liability that is not covered by insurance for those CareFlite services specified in this Agreement. This benefit is subject to certain limitations specified in this agreement. As a condition of receiving this benefit, the user hereby assigns (hand over) to CareFlite all rights and benefits that I or the other family members of my residence have under any and all medical, health, supplemental, worker's compensation, liability, auto or homeowner's insurance policies or plans, or from other third party payers or sources which provide coverage or would otherwise pay for ambulance services. Such payment sources are collectively referred to in this agreement as "insurance". The user authorizes the payment of all insurance benefits or payments to CareFlite. CareFlite will, whenever it deems it feasible, file claims for and directly collect the benefits payable from insurance up to the amount of CareFlite's charges for its services. When requested by CareFlite, the user will complete any forms and take any other reasonable action that may be necessary to collect such amounts and to comply with any state regulation regarding the membership program.. If user receives any insurance or other third party payments for services provided by CareFlite, the user will promptly forward those payments to CareFlite at 3110 S. Great SW Parkway, Grand Prairie, Texas 7505.

Attachment # 2, Page 1 of 2

LIMITATIONS and CONDITIONS: Membership benefits extend to CareFlite's critical care, advanced or basic life support helicopter and fixed wing air ambulance services staffed with nurses, paramedics and pilots, Specialty Care Transport (a ground transport staffed similarly to CareFlite's air ambulance services) as well as ground ambulances staffed with quality trained paramedics and EMTs. Member benefits are not applicable to services rendered by any other provider. As a condition of receiving the benefits of membership with respect to any air or ground ambulance transport, members with insurance agree to and must comply with all coverage conditions of their applicable insurance program for such transport. Some insurance programs require the insured person to obtain prior authorization of payment for non-emergency, yet medically necessary air ambulance services. (This requirement typically applies to fixed wing air ambulance and inter-facility ground ambulance only but not to helicopter or 911/EMS emergency services.) Non-insured household family members will automatically receive a 50% membership discount on CareFlite's standard charges for the services rendered. Some plans require certain documentation from the insured within a specified time limit or the plan(s) deny or reduce coverage for ambulance services. In the event the member with insurance forfeits coverage by failing to comply with these types of requirements for a transport that would otherwise be covered by insurance, the member will then forfeit membership benefit for failing to so comply and their membership can be revoked at CareFlite's discretion. Ground ambulance benefits are available to all members but only in CareFlite's ground ambulance service areas. The member must hold a membership that is in good standing at the time of service and the transport must originate in CareFlite's deemed service area with CareFlite as the transporting agency. CareFlite reserves the right to deny or revoke any individual household membership for reasonable cause including a failure to execute any standard documents required by state law, this membership program or the user's insurance company. If membership is revoked then all balances are due in full. CareFlite may terminate the membership program at any time upon notice to the members. If CareFlite terminates the program, COUNTY will have any unused, prorated portion of their membership fees returned. To protect membership fees, CareFlite maintains a bond with an A rated insurance company.

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

Commissioner Court Meeting Date	Department	Asset Number	Date in Service	Asset Description	Receipt Transfer Disposal TYPE
10/22/2019	KSO	9727	2013	DELL OPTIPLEX 760 COMPUTER	ELECTRONIC RECYCLING
10/22/2019	KSO	9892	2013	DELL OPTIPLEX 780	ELECTRONIC RECYCLING
10/22/2019	COUNTY CLERK	332	2003	2400 SHREDDER	DISPOSAL
10/22/2019	R&B #2	N/A	N/A	SURPLUS CRUSHED CONCRETE	DISPOSAL
10/22/2019	R&B #4	4543	2000	20 TON BOTTLE JACK	DISPOSAL
10/22/2019	R&B #4	8228	2009	FARMBOSS 20" CHAINSAW	DISPOSAL
10/22/2019	R&B #4	9692	2013	16" CHAINSAW	DISPOSAL

Kaufman County
RFP 19-16: Kaufman County Road 4009 Bridge Replacement
October 2, 2019 | 2:00 p.m.
BID TABULATION

Company Name	Contact	Bridge Replacement Cost	Payment / Performance Bond	Included Required Documents
NEYLAND BRIDGE CONSTRUCTION	CURTIS NEYLAND	\$ 92,700.00	Y	Y

Purchasing Department Verification:

Raylan Smith, Purchasing Agent

10/2/2019

Latoya Arthur, Buyer

10/2/2019

Commissioners' Court Meeting Agenda - October 22, 2019



RFP Number 20-02

LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed bids will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Friday, November 8, 2019 at 2:00 p.m.** for the following:

Abatement of Public Nuisance

A MANDATORY SITE VISIT WILL BE HELD WEDNESDAY, OCTOBER 30, 2019, 10:00 A.M.

Specifications and site visit information may be obtained in the office of the Purchasing Agent, by telephone at (469)376-4548 or email: purchasing@kaufmancounty.net.

All submittals must be clearly addressed to the Purchasing Department and include the RFP name and number on the outside of the envelope / package. The bids will be publicly opened, Friday, November 8, 2019 at 2:30 p.m. in the Annex Conference Room located at 100 N. Washington, Kaufman, Texas 75142.

Submittal Deliveries: Kaufman County cannot guarantee, due to internal mail delivery procedures that any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.*** Late submittals will be considered as non-responsive and returned un-opened.

RFP NAME: Abatement of Public Nuisance

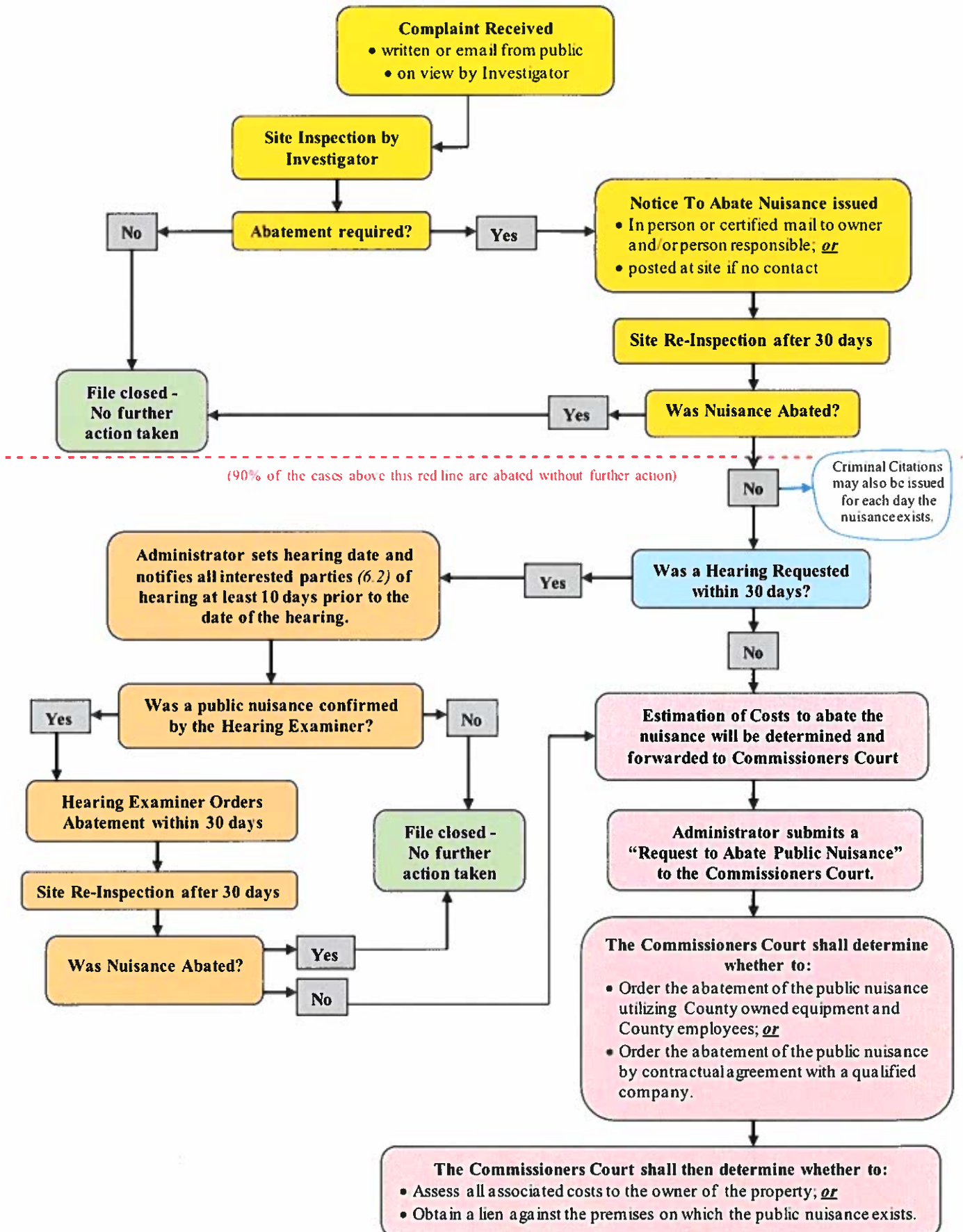
RFP NUMBER: 20-02

DUE DATE/TIME: 2:00 p.m., Friday, November 8, 2019

MAIL OR DELIVER TO: Kaufman County Purchasing Department
Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

County reserves the right to reject any and all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.

Kaufman County Public Nuisance Abatement Procedures Flowchart



**ORDER AMENDING KAUFMAN COUNTY
PUBLIC NUISANCE ABATEMENT PROCEDURES**

On the ____ day of _____, _____, the Commissioners Court of Kaufman County, Texas met in regular session with the following members present and participating to wit:

Hal Richards	Kaufman County Judge
Mike Hunt	Commissioner, Precinct 1
Skeet Phillips	Commissioner, Precinct 2
Terry Barber	Commissioner, Precinct 3
Ken Cates	Commissioner, Precinct 4

WHEREAS, the Commissioners Court of Kaufman County adopted an Order on procedures for the abatement of public nuisances dated October 11, 2004;

WHEREAS, to ensure and protect the public health, the Commissioners Court of Kaufman County does hereby adopt the following as its amended policy and procedure for abating a public nuisance pursuant to Chapter 343 of the Texas Health and Safety Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS COURT OF KAUFMAN COUNTY, TEXAS that the Order attached hereto entitled "ORDER AMENDING KAUFMAN COUNTY PUBLIC NUISANCE ABATEMENT PROCEDURES," the same being hereby incorporated fully by reference herein, is hereby adopted, effective immediately and supersedes all other Orders on Procedures for the Abatement of Public Nuisances.

Section 1. Scope and Purpose

- 1.1 These procedures are adopted by the Commissioners Court of Kaufman County pursuant to Chapter 343 of the Texas Health and Safety Code, as amended, and shall apply only to the unincorporated areas of Kaufman County, Texas.
- 1.2 The procedures provided for herein are not intended, nor shall they be construed, to limit in any way other remedies, causes of action, or right provided for by law. The adoption of these procedures does not restrict, limit, or replace any other County authority for abating public nuisances.
- 1.3 It is the purpose of these procedures to abate certain conditions which are detrimental to the overall health, welfare, and safety of the citizens of Kaufman County.

Section 2. Definitions

- 2.1 The words and terms defined in this section shall have the meaning ascribed, unless the context clearly indicates another meaning.

<u>Abandoned Vehicle</u>	Means an abandoned, junked, wrecked, or worn out automotive vehicle, including but not limited to, an automobile, truck, tractor-trailer, or bus, that is not in a condition to be lawfully operated on a public road.
<u>Abate</u>	Means to eliminate or remedy: <ul style="list-style-type: none"> (a) by removal, repair, rehabilitation, or demolition; (b) in the case of a nuisance under Section 343.011 (c) (1), (9), or (10) of the Texas Health & Safety Code, by prohibition or control of access; and (c) in the case of a nuisance under Section 343.011 (c) (12) of the Texas Health & Safety Code, by removal, remediation, storage, transportation, disposal, or other means of waste management authorized by Chapter 361 of the Texas Health & Safety Code.
<u>Administrator</u>	Means the Director of the Kaufman County Environmental Enforcement Department, or a County employee acting under his/her supervision and control.
<u>Agricultural Land</u>	Means land that qualifies for tax appraisal under Subchapter C or D, Chapter 23, Tax Code.
<u>Aircraft</u>	Means a device that is invented, used, or designated for air navigation or flight, other than a parachute or other device used primarily as safety equipment.
<u>Building</u>	Means a structure built for the support, shelter, or enclosure of a person, animal, chattel, machine, equipment, or other movable property.
<u>Commissioners Court</u>	Means the Commissioners Court of Kaufman County.
<u>County</u>	Means Kaufman County, Texas.
<u>Flea Market</u>	Means an outdoor or indoor market, conducted on non-residential premises, for selling secondhand articles or antiques, unless conducted by a religious, educational, fraternal, or charitable organization.
<u>Garbage</u>	Means decayable waste from a public or private establishment or restaurant. The term includes vegetable, animal, and fish offal and animal and fish carcasses, but does not include sewage, body waste, or an industrial by-product.
<u>Hearing Examiner</u>	Means any board, commission, or official designated by the Commissioners Court to conduct a public hearing requested in accordance with this Order.
<u>Junked Vehicle</u>	Means a vehicle described in Chapter 683, Subchapter E of the Transportation Code that is self-propelled and is: <ul style="list-style-type: none"> (a) wrecked, dismantled or partially dismantled, or discarded; or (b) inoperable and has remained inoperable for more than: <ul style="list-style-type: none"> (1) 72 consecutive hours, if the vehicle is on public property; or (2) 30 consecutive days, if the vehicle is on private property; and is <ul style="list-style-type: none"> (A) a motor vehicle that displays an expired license or registration insignia or invalid motor vehicle inspection certificate or does not display a license

- plate, registration insignia, or motor vehicle inspection certificate; or
- (B) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
- (C) a watercraft that does not have lawfully on board an unexpired certificate of number; and is not watercraft described in §31.055, Parks and Wildlife Code.

Neighborhood Means a platted subdivision; or property contiguous to and within 300 feet of a platted subdivision.

Platted Subdivision Means a subdivision that has its approved or unapproved plat recorded with the County Clerk of the county in which the subdivision is located.

Premises Means all privately owned property, including vacant land or a building designed or used for residential, commercial, business, industrial or religious purposes. The term includes a yard, ground, walk, driveway, fence, porch, steps, or other structure appurtenant to the property.

Public Street Means the entire width between property lines of a road, street, way, thoroughfare, or bridge if any part of the road, street, way, thoroughfare, or bridge is open to the public for vehicular or pedestrian traffic.

Receptacle Means a container that is composed of durable material and designed to prevent the discharge of its contents and to make its contents inaccessible to animals, vermin, or other pests.

Refuse Means garbage, rubbish, paper, and other decayable or nondecayable waste, including vegetable matter and animal and fish carcasses.

Rubbish Means nondecayable waste from a public or private establishment or residence.

Watercraft Means a vessel subject to registration under Chapter 31, Parks and Wildlife Code.

Weeds Means all rank and uncultivated vegetable growth or matter that:

- (a) has grown to more than 36 inches in height; or
- (b) may create an unsanitary condition or become a harborage for rodents, vermin, or other disease carrying pests, regardless of the height of the weeds.

Section 3. Public Nuisance Prohibited

3.1 A person may not cause, permit, or allow a public nuisance under this Section.

3.2 A public nuisance is:

- (a) Keeping, storing, or accumulating refuse on premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

- (b) Keeping, storing, or accumulating rubbish, including newspapers, abandoned and/or junked vehicles, refrigerators, stoves, appliances, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or it is not visible from a public street.
- (c) Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease carrying pests.
- (d) Allowing weeds to grow on premises in a neighborhood if the weeds are located within 300 feet of another residence or commercial establishment.
- (e) Maintaining a building in a manner that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.
- (f) Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:
 - (1) a fence that is at least four feet high and that has a latched and locked gate; and
 - (2) a cover over the entire swimming pool that cannot be removed by a child.
- (g) Maintaining a flea market in a manner that constitutes a fire hazard.
- (h) Discarding refuse or creating a hazardous visual obstruction on:
 - (1) County owned land; or
 - (2) land or easements owned or held by a special district that has the Commissioners Court of the County as its governing body.
- (i) Discarding refuse on the smaller of:
 - (1) the area that spans 20 feet on each side of a utility line; or
 - (2) the actual span of the utility easement.
- (j) Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the County to improve or maintain a drainage easement.
- (k) Discarding refuse on property that is not authorized for that activity.
- (l) Surface discharge from an on-site sewage disposal system as defined by Section 366.002 of the Texas Health and Safety Code.

3.3 This Section does not apply to a site or facility that is:

- (a) permitted and regulated by a state agency; or
- (b) licensed or permitted under Chapter 361; or
- (c) agricultural land.

Section 4. Violations and Penalties

4.1 A person commits an offense if:

- (a) the person violates this Order or commits an offense under Chapter 343 of the Texas Health and Safety Code; and
- (b) the nuisance remains unabated after the 30th day after the date on which a person receives notice from a County official, agent, or employee to abate the nuisance.

4.2 An offense under Chapter 343 is a Class "C" Misdemeanor and is punishable by a fine of not less than \$50 or more than \$200.

4.3 If it is shown on the trial of the defendant that the defendant has been previously convicted of an offense under Chapter 343, the offense is punishable by a fine of not less than \$200 or more than \$1000, confinement in jail for not more than 6 months, or both.

- 4.4 Each day a violation occurs is a separate offense.
- 4.5 A competent Court shall order abatement of the nuisance if the defendant is convicted of an offense under Chapter 343.

Section 5. Investigation and Authority

- 5.1 The Commissioners Court of Kaufman County appoints Sheriff's Office Deputy, a regularly salaried full-time County employee, as Administrator of this program and the abatement procedures prescribed in this Order.
- 5.2 A complaint to abate a public nuisance under these procedures may be initiated by any person by written complaint filed with the Administrator.
- 5.3 The Administrator's Department shall make a written record of all complaints received.
- 5.4 The Administrator shall assign the complaint to an Investigator for inspection and enforcement if warranted. In order to administer these procedures, the Administrator or any other county official, agent, or employee charged with the enforcement of health, environmental safety, or fire laws may enter any premises in the unincorporated areas of the County at a reasonable time to inspect, investigate, or abate a nuisance, or to enforce Chapter 343 of the Texas Health and Safety Code, as amended. Before entering the premises, the Administrator, official, agent, or employee must exhibit proper identification to the occupant, manager, or other appropriate person.
- 5.5 If the Investigator determines that a public nuisance does not exist, he/she will recommend closure of the complaint. The Administrator shall make a final determination on the closure of complaints.
- 5.6 If the Investigator or Administrator determines that a public nuisance exists as defined by Section 3 of this Order, he/she must serve written Notice to Abate Nuisance to the owner, lessee, occupant, agent, trustee, or person in charge of the premises.
- 5.7 Notice to Abate Nuisance must also be provided to the person responsible for causing a public nuisance on the premises when that person is not the owner, lessee, occupant, agent, or person in charge of the premises, and the person responsible can be identified.
- 5.8 The Notice to Abate Nuisance must comply with the requirements of Section 343.022 of the Texas Health and Safety Code.
- 5.9 If it is determined that the public nuisance has been abated, the Administrator shall make a record of the findings and take no further action thereon.
- 5.10 If it is determined that the public nuisance has not been abated, and a hearing has not been requested, the Administrator shall follow the procedures set out in Section 8 of this Order.
- 5.11 If it is determined that the public nuisance has not been abated and a hearing has been requested, the Administrator shall follow the procedures set out in Section 9 of this Order.

Section 6. Notice Requirements

- 6.1 Each Notice to Abate Nuisance must contain the following information:
 - (a) The specific condition that constitutes a public nuisance;
 - (b) The street address or other general description of the property on which the public nuisance exists;
 - (c) That the person receiving the Notice shall abate the nuisance:

- (1) Before the 31st day after the date on which the Notice is served, if the person has not previously received a Notice regarding a nuisance on the premises; or
 - (2) Before the 10th business day after the date on which the Notice is served, if the person has previously received a Notice regarding a nuisance on the premises;
 - (d) That failure to abate the nuisance may result in abatement by the County, assessment of costs, and the attachment of a lien against the property on which the nuisance exists;
 - (e) That the County may prohibit or control access to the premises to prevent a continued or future nuisance described by Section 343.011 (c)(1), (6), (9), or (10).
 - (f) That the person receiving the Notice is entitled to submit a written request for a hearing before the:
 - (1) 31st day after the date on which the Notice was served, if the person has not previously received a Notice regarding a nuisance on the premises; or
 - (2) 10th business day after the date on which the Notice was served, if the person has previously received a Notice regarding a nuisance on the premises.
 - (g) The written request for a hearing should contain the name and address for the person to be notified of the date, time and place of a public hearing.
 - (h) That said Request for Hearing may be given to the Administrator by hand delivery to his office or by certified mail, return receipt requested, addressed to the Nuisance Abatement Enforcement Division, currently located at Kaufman County South Campus, P.O. Box 457, Kaufman, Texas 75142.
- 6.2 The Notice to Abate Nuisance must be served on the owner, lessee, occupant, agent, or person in charge in the following manner:
- (a) In person or by registered or certified mail, return receipt requested; or
 - (b) If personal service cannot be obtained or the address of the person to be notified is unknown, notice may be given by posting a copy of the Notice on the premises on which the nuisance exists and by publishing the Notice in a newspaper with general circulation in the County two times within 10 consecutive days.

Section 7. Assessment of Costs; Lien

- 7.1 Under Section 343.023 of the Texas Health and Safety Code,
- (a) A County may:
 - (1) assess the cost of abating the nuisance, including management, remediation, storage, transportation, disposal costs, damages, and other expenses incurred by the County;
 - (2) assess the cost of legal notification by publication; and
 - (3) assess an administrative fee of not more than \$100 on the person receiving notice under Section 6 of this order.
 - (b) A County may, by resolution or Order:
 - (1) assess the total cost of abating the nuisance;
 - (2) assess the cost of legal notification by publication; and
 - (3) assess an administrative fee of not more than \$100 against the property on which the nuisance exists.

- 7.2 The County may not make an assessment against property unless the owner or owner's agent receives notice of the nuisance in accordance with Section 6 of this Order and Section 343.022.
- 7.3 To obtain a lien against the property to secure an assessment, the Commissioners Court of Kaufman County must file a notice that contains a statement of costs, a legal description of the property sufficient to identify the property, and the name of the property owner, if known, with the Kaufman County Clerk.
- 7.4 The County's lien to secure an assessment attaches when the notice of lien is filed and is inferior to a previously recorded bona fide mortgage lien attached to the real property to which the County's lien attaches, if the mortgage was filed for record in the Kaufman County Clerk's Office before the date on which the County files the Notice of Lien with the County Clerk.
- 7.5 The County is entitled to accrue interest beginning on the 31st day after the date of the assessment against the property at the rate of 10 percent a year.
- 7.6 The statement of costs or a certified copy of the statement of costs is prima facie proof of the costs incurred to abate the nuisance.
- 7.7 A County is entitled to use any money available under other law for a cleanup or remediation of private property to abate a nuisance described by Section 343.011 (c) (1), (9), or (10).

Section 8. Abatement Procedures When No Hearing is Requested

- 8.1 If the Administrator determines that a public nuisance has not been abated, and a hearing has not been requested, the Administrator may present to the designated Justice of the Peace, an "Application for Order to Abate Nuisance". Upon receiving this Order, the Administrator shall present the Order to the Commissioners Court.
- 8.2 The Commissioners Court shall then determine whether to:
- (a) Abate the public nuisance utilizing County owned equipment and County employees; or
 - (b) Abate the public nuisance by contractual agreement with a qualified company through a bid process established by the County Purchasing Agent.
- 8.3 The Commissioners Court shall then determine whether to:
- (a) assess all associated costs, as described in Section 7 of this Order, on the person that received Notice to Abate Nuisance; or
 - (b) obtain a lien against the premises, as described in Section 7 of this Order, on which the public nuisance exists.

Section 9. Hearing Procedures

- 9.1 A person receiving a Notice to Abate Nuisance under this Order is entitled to a hearing. A request for hearing may be perfected by submission of a written request to the Administrator by hand delivery at the Administrator's office, (currently located at South Campus: 3001 S Washington St, Kaufman, Kaufman, Texas 75142), or by certified mail, return receipt requested.
- 9.2 The request must be submitted within 31 days of receipt of the Notice to Abate Nuisance.

- 9.3 The hearing may be conducted before the Commissioners Court, or any board, commission or official designated by the Commissioners Court.
- 9.4 If a hearing has been requested, the Administrator shall set a hearing date and shall mail a Notice of Hearing to the person requesting the hearing and to the owner of the premises in the same manner as used for serving the Notice to Abate Public Nuisance in Section 6.2 of this Order. The Notice of Hearing shall state the date, time, and place of the hearing and shall be provided at least (10) days prior to the date of the hearing.
- 9.5 The Commissioners Court of Kaufman County has designated the Justice of the Peace in Precinct #1 (currently located at South Campus: 3001 S Washington St, Kaufman, Kaufman, Texas 75142), to perform the duty as Hearing Examiner for all hearing requests related to public nuisance abatement within unincorporated Kaufman County.
- 9.6 The Owner and/or owner's representative at the hearing shall be entitled to present testimony and other evidence, examine witnesses, and argue on the owner's behalf.
- 9.7 Any interested person, including the Administrator and Investigator, may appear and present testimony and other evidence.
- 9.8 All persons testifying at the hearing shall be under oath.
- 9.9 The Hearing Examiner shall be allowed to question any person testifying. The Hearing Examiner shall assess the testimony fairly and impartially and in accordance with the law.
- 9.10 The Hearing Examiner shall make a written determination as to whether a public nuisance exists and sign such written determination. A copy shall be sent to the Administrator. Upon receipt of the written determination, the Administrator or designee shall hand deliver or mail a copy of the determination to all parties that participated in the hearing. Email may be acceptable upon agreement by each person.

Section 10. Post-Hearing Procedure

- 10.1 If the Hearing Examiner has determined that a public nuisance exists, then after the expiration of 30 days from the date on which the Hearing Examiner made written determination of the public nuisance, the Administrator shall inspect the premises and determine whether or not the public nuisance has been abated.
- 10.2 If the public nuisance has been abated, then the Administrator shall make a record of those findings and take no further action thereon.
- 10.3 If the Administrator determines that the public nuisance has not been abated, the Administrator shall follow procedures as set out in Section 8 of this Order.
- 10.4 If the Commissioners Court then determines to assess the costs of abating the public nuisance against the property by obtaining a lien, the Commissioners Court shall follow the procedures as set out in Section 7.3 of this Order.
- 10.5 If the Commissioners Court then determines to assess the costs of abating the public nuisance against the owner of the property, or against the person who received the Notice to Abate Nuisance, the Administrator will request the County Attorney to proceed with collecting the amount of the costs as described in Section 7.1 of this Order.

APPROVED AND ORDERED this ____ day of _____, 2019.

KAUFMAN COUNTY, TEXAS

HAL RICHARDS, COUNTY JUDGE

MIKE HUNT
COMMISSIONER, PRECINCT 1

SKEET PHILLIPS
COMMISSIONER, PRECINCT 2

TERRY BARBER
COMMISSIONER, PRECINCT 3

KEN CATES
COMMISSIONER, PRECINCT 4

ATTEST:

LAURA HUGHES
COUNTY CLERK

PROPOSED DIVERSION FUND BUDGET

010-XXXX-XXX	Salary PT Officer (1/2 2nd position)	26,750.00
010-2104-XXX	Social Security	2,047.00
010-2108-XXX	Retirement	2,600.00
010-4302-XXX	Mileage Meals & Lodging	25,000.00
010-4305-XXX	Training Education & Conference	6,000.00
010-4505-XXX	Computer / Equipment	3,000.00
010-4902-XXX	Miscellaneous	3,000.00
010-XXXX-XXX	Diversion Court Support	<u>5,000.00</u>
		73,397.00



**ERLEIGH NORVILLE WILEY
CRIMINAL DISTRICT ATTORNEY
KAUFMAN COUNTY, TEXAS**

MEMORANDUM

Date: October 16, 2019
To: Judge Richards and Commissioners Court
From: Karen Badgley/Rebecca Lundberg/Debbie Bonner
Subject: County/District Clerk Surety Bond Requirements

BULLET POINT SUMMARY

1. Currently the County and District Clerk maintain bonds in the amount of \$5,000 for each office.
2. The 2019 Legislative session approved HB 1494 which amends Government Code §51.309 by requiring County and District Clerks to obtain either:
 - a. Individual surety bond for each deputy clerk or other employee in an amount equal to the district or county clerk's bond; or
 - b. A schedule or blanket surety bond to cover all deputy clerks and all other employees in a total amount equal to the district clerk's or county clerk's bond.
3. Local Government Code §82.001(4) requires the County Clerk to obtain a bond equal to at least 20 percent of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given, but not less than \$5,000 or more than \$500,000.
4. Local Government Code §82.002 requires the clerk to execute a schedule surety bond or a blanket surety bond to cover all the deputy clerks. However, §82.002(b) provides the county may self-insure against losses that would have been covered by the bond.
5. Government Code §51.302 has similar requirements for the District Clerk including the 20% of the maximum fees with the amounts being not less than \$5,000 or more than \$100,000. 51.302(g) provides for the same option to self-insure.
6. Local Government Code §88.008 provides "notwithstanding any other law requiring a county officer or employee to execute a bond" ... "is not required to execute the bond" ... if:
 - a. The commissioners court by order authorizes the county to self-insure against losses that would have been covered by the bond; and
 - b. The county judge approves the order... if the county judge was required to approve the bond under the other law.

7. To avoid unnecessary bond expenditures, we recommend the commissioners court issue an Order authorizing the county to self-insure against the losses that would have been covered by the bond.
8. The County's insurance through the TAC Risk Pool provides additional liability insurance for monetary claims brought against the County Clerk, District Clerk and their deputies. Should a claim be brought and exceed the insurance coverage, the county is obligated to cover those losses.

ACTION TO BE TAKEN BY KAUFMAN COUNTY

1. Place the matter on the agenda for a vote of the Commissioners Court.
2. If approved, sign and file the adopted Order in the records of the County Clerk.



Order to Authorize Self-Insurance In Lieu Of Bond

State of Texas §
 §
County of Kaufman §

ORDER AUTHORIZING SELF-INSURANCE IN LIEU OF BOND

WHEREAS, the 86th Legislature passed legislation including HB 1494 which amends Government Code §51.309 to require County and District Clerks to obtain either:

1. Individual surety bond for each deputy clerk or other employee in an amount equal to the district or county clerk's bond; or
2. A schedule or blanket surety bond to cover all deputy clerks and all other employees in a total amount equal to the district clerk's or county clerk's bond.

WHEREAS, Local Government Code §82001 (4) and Government Code §51.302 requires the District and County Clerk to obtain a bond equal to at least 20 percent of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given.

WHEREAS, Local Government Code §82.002(b) and Government Code §51.302(g) provides the county may self-insure against losses that would have been covered by the bond.

WHEREAS, Local Government Code §88.008 provides "notwithstanding any other law requiring a county officer or employee to execute a bond" the officer or employee "is not required to execute the bond" if:

1. The Commissioners Court by order authorizes the county to self-insure against losses that would have been covered by the bond; and
2. The County Judge approves the order, if the County Judge was required to approve the bond under the other law.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF KAUFMAN COUNTY, that the provisions of Local Government Code §88.008 are hereby adopted and Kaufman County authorizes self-insurance coverage in lieu of official bonds for county officers and employees.

Adopted this _____ day of October, 2019.

Hal Richards
County Judge

ATTEST:

County Clerk

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **KAUFMAN COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I **PROGRAM**

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$4,200,000 in FY20 and \$4,200,000 in FY21. Of this total, \$4,200,000 in FY20 and \$4,200,000 in FY21 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission ("TIDC"). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2020 and 2021; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the PD and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 181 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 181 participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2019 and continue through September 30, 2020. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2021, unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Curtis Parrish
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Hal Richards
Kaufman County
100 W. Mulberry St.
Kaufman, Texas 75142

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the 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 shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 20____.

COUNTY OF LUBBOCK

COUNTY OF KAUFMAN

Honorable Curtis Parrish
County Judge

Honorable Hal Richards
County Judge

ATTEST:

ATTEST:

Honorable Kelly Pinion
Lubbock County Clerk

Kaufman County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY20 Cost per County	FY21 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$25,301.00	\$25,301.00
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00	\$5,605.00
Bastrop	74,171	0.83%	0.5	0.38%	\$22,511.00	\$22,511.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$30,159.00	\$30,159.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00	\$8,174.00
Bowie	92,565	1.04%	2.9	2.21%	\$60,942.00	\$60,942.00
Brazoria	313,166	3.52%	1.2	0.92%	\$78,780.00	\$78,780.00
Brazos	194,851	2.19%	2.7	2.06%	\$78,144.00	\$78,144.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,339.00	\$1,339.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00	\$11,001.00
Burnet	42,750	0.48%	0.1	0.08%	\$10,133.00	\$10,133.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00	\$8,829.00
Callahan	13,544	0.15%	0.1	0.08%	\$4,159.00	\$4,159.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00	\$10,147.00
Cherokee	50,845	0.57%	0.4	0.31%	\$16,033.00	\$16,033.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00	\$6,630.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$3,207.00	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$5,685.00	\$5,685.00
Comal	108,472	1.22%	0.4	0.31%	\$27,857.00	\$27,857.00
Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00	\$21,238.00

Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00	\$2,620.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00	\$2,709.00
De Witt	20,097	0.23%	0	0.00%	\$5,374.00	\$5,374.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$2,446.00	\$2,446.00
Delta	5,231	0.06%	0.1	0.08%	\$4,005.00	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00	\$2,128.00
Duval	11,782	0.13%	0	0.00%	\$2,285.00	\$2,285.00
Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$45,992.00	\$45,992.00
Erath	37,890	0.43%	1.2	0.92%	\$25,549.00	\$25,549.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00	\$9,487.00
Games	17,526	0.20%	0.8	0.61%	\$15,629.00	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00	\$2,859.00
Gonzales	19,807	0.22%	0.7	0.53%	\$14,458.00	\$14,458.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00	\$53,724.00
Gregg	121,730	1.37%	2	1.53%	\$53,971.00	\$53,971.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00	\$8,390.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$45,755.00	\$45,755.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00	\$14,949.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00	\$21,786.00
Harrison	65,631	0.74%	2.8	2.14%	\$54,139.00	\$54,139.00

Hartley	6,062	0.07%	0	0.00%	\$1,101.00	\$1,101.00
Haskell	5,899	0.07%	0	0.00%	\$1,066.00	\$1,066.00
Hays	157,107	1.76%	0.9	0.69%	\$44,867.00	\$44,867.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00	\$13,199.00
Houston	23,732	0.27%	0.4	0.31%	\$10,776.00	\$10,776.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00	\$1,718.00
Jackson	14,075	0.16%	0.3	0.23%	\$7,290.00	\$7,290.00
Jasper	35,710	0.40%	1.5	1.14%	\$29,491.00	\$29,491.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$108,367.00	\$108,367.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$34,884.00	\$34,884.00
Johnson	150,934	1.69%	1	0.76%	\$45,143.00	\$45,143.00
Jones	20,202	0.23%	1.1	0.84%	\$20,462.00	\$20,462.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00	\$9,798.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$14,672.00	\$14,672.00
Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00	\$3,840.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$16,967.00	\$16,967.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$38,145.00	\$38,145.00
Lamar	49,793	0.56%	1.9	1.45%	\$4,258.00	\$4,258.00
Lamb	13,977	0.16%	0.1	0.08%	\$9,945.00	\$9,945.00
Lampasas	19,677	0.22%	0.4	0.31%	\$5,831.00	\$5,831.00
Lavaca	19,263	0.22%	0.5	0.38%	\$11,360.00	\$11,360.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00	\$4,843.00
Liberty	75,643	0.85%	1.7	1.30%	\$40,475.00	\$40,475.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00

Lubbock	278.831	3.13%	3	2.29%	\$103,114.00	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$14,830.00	\$14,830.00
Marion	10,546	0.12%	0.1	0.08%	\$3,549.00	\$3,549.00
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.84%	\$24,155.00	\$24,155.00
Maverick	54,258	0.61%	0	0.00%	\$10,951.00	\$10,951.00
McCulloch	8,283	0.09%	0	0.00%	\$1,561.00	\$1,561.00
McLennan	234,906	2.64%	3.7	2.82%	\$99,650.00	\$99,650.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$38,238.00	\$38,238.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00	\$18,839.00
Newton	14,445	0.16%	0.2	0.15%	\$5,875.00	\$5,875.00
Nolan	15,216	0.17%	0.2	0.15%	\$6,016.00	\$6,016.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$27,036.00	\$27,036.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$19,130.00	\$19,130.00
Panola	23,796	0.27%	0.2	0.15%	\$7,777.00	\$7,777.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00	\$1,465.00
Rains	10,914	0.12%	0.6	0.46%	\$11,222.00	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00	\$1,375.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$13,804.00	\$13,804.00
Rockwall	78,337	0.88%	0.3	0.23%	\$20,343.00	\$20,343.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00	\$2,020.00
Rusk	53,330	0.60%	2	1.53%	\$40,299.00	\$40,299.00

Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00	\$8,167.00
San Augustine	8,865	0.10%	1	0.76%	\$16,656.00	\$16,656.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$21,729.00	\$21,729.00
San Patricio	64,804	0.73%	0.3	0.23%	\$17,621.00	\$17,621.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$18,585.00	\$18,585.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00	\$1,000.00
Smith	209,714	2.35%	3.8	2.90%	\$96,235.00	\$96,235.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00	\$1,840.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,740.00	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$8,010.00	\$8,010.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00	\$11,948.00
Upshur	39,309	0.44%	0.9	0.69%	\$21,415.00	\$21,415.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00	\$21,361.00
Victoria	86,793	0.97%	2.4	1.83%	\$52,742.00	\$52,742.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00	\$16,925.00
Waller	43,205	0.49%	0.9	0.69%	\$22,461.00	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00	\$19,676.00
Wood	41,964	0.47%	0.3	0.23%	\$12,995.00	\$12,995.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00	\$6,724.00

Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00	\$2,263.00

8-26-19

Bill of Sale Agreement between

Alliance Protective Services, LLC (APS) and Terrell Alarm Systems (TA).

TA will agree to purchase the customer base from APS to include 17 alarm monitoring accounts, and 1 account transferred at no charge (Kaufman County Precinct 3 Office located at 601 E. Nash St. Terrell, TX 75160). The purchase price will be 20X the monthly net profit of each account. Payout schedule will be 15X per account, upon completion of all required customer monitoring contracts, radio upgrades, testing and putting account on-line. The remaining 5X per account will be paid 1X per month for the first 5 months of revenue received per the monitoring contract. A charge back to APS consisting of any remaining net RMR, not to exceed 20X net RMR, may be deducted from the remaining 5X net profit total, if any customer cancels monitoring services during the initial contract period. TA will notify APS in writing through email or direct mail of any such cancellation within 14 days of the cancellation. TA will notify APS at kalena@shooterstx.com or by mail at:

Alliance Protective Services
PO Box 744
Terrell, TX 75160

(20X RMR approximately \$7,240)

Effective Date of Account Transfer – TA will take over full responsibility of alarm monitoring services of all 18 accounts on October 1, 2019. APS will continue alarm monitoring services of these accounts until September 30, 2019. APS will notify Southwest Dispatch Center (Sub-Contractor) to transfer the alarm monitoring services to TA, effective October 1, 2019. APS assumes no responsibility of alarm monitoring services of these accounts after the transfer of alarm monitoring account ownership has taken place.

17 customers plus one free, (Total 18)

Alarm.Com interactive subscription

2 GiG interactive panels

Customer Contract Requirements:

1. Customer must agree to sign new 3-year monitoring contract.
2. Customer must agree to purchase LTE radio due to sunset of 3G if panel does not Currently have LTE compatible radio. (TA will provide radio at cost plus \$40 labor)
3. Customer must agree to checking account ACH or CC debit for monthly monitoring, or check for annual billing

This agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between APS and TA on the matters contained herein. This agreement may only be amended by written agreement between APS and TA.

In the event any provision of this agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.

No assignment of the Agreement or the rights and obligations hereunder will be valid without the written consent of both parties.

If either party shall seek to enforce any provision of this Agreement, the prevailing party in any legal action or proceeding shall be entitled to reasonable attorney's fees in addition to any other relief provided.

This Agreement is being executed and delivered and is intended to be performed in the State of Texas and the laws of Texas shall govern the validity, constructions, enforcement and interpretation of this Agreement. Any dispute that arises between the Parties regarding this Agreement shall be adjudicated in the Local, State or Federal Courts of Kaufman County, Texas.

As of this 11 day of Sept, 2019 the buyer and seller agree to the above described terms and conditions for the sale of the alarm monitoring accounts.

THE SELLER:

SIGNATURE: Kalena Barber PRINTED NAME: Kalena Barber

THE BUYER:

SIGNATURE: Joe Smith PRINTED NAME: JOE SMITH
Tellur Alarm Systems Tellur Alarm Systems



PROTECTIVE SERVICE AGREEMENT

FORNEY & TERRELL ALARM SYSTEMS, LLC
PO BOX 341 TERRELL, TEXAS 75160
(972) 524-6700 FAX (972) 524-0848

YOUR RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO
MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

This agreement is made this _____ day of _____, 20____ between Forney & Terrell Alarm Systems, LLC ("Forney & Terrell Alarm Systems, LLC") and _____ ("Customer") Address 601 E Nash St
City Terrell State Texas Zip Code 75160 Telephone No. System Location 972-563-5362

SERVICE: Forney & Terrell Alarm Systems, LLC agrees to install or cause to be installed the protective equipment (the "System") described in Section 11, along with any additional equipment listed in Section 3, at the System Location. Forney & Terrell Alarm Systems, LLCs' contractor(s) will monitor signals activated by the System. When Forney & Terrell Alarm Systems, LLC or its contractor(s) receives a signal indicating that the System at the System Location has been activated, it will notify, by telephone, the agency, firm or person specified by Customer in Section 2. below, of the existence or cause of the signal.

1. CUSTOMER EMERGENCY INFORMATION SCHEDULE:

(a) Emergency alarms; Upon receipt of an emergency signal Forney & Terrell Alarm Systems, LLC or its contractor(s) will telephone the System Location. If an individual answers the phone, identifies himself by giving the clearance code and reports that no assistance is required, Forney & Terrell Alarm Systems, LLC or its contractor(s) will record the alarm, but will not call an emergency agency or other designated person. If there is an answer, a busy signal, or if any person answering does not identify himself with the proper code, Forney & Terrell Alarm Systems, LLC or its contractor(s) will telephone in sequence, the appropriate emergency agency set forth below and then one emergency contact individual as listed herein:

Police Department _____ Fire Department _____
EMERGENCY CONTACTS

1. _____ PHONE _____
2. _____ PHONE _____

- (b) It is understood that Forney & Terrell Alarm systems, LLC or its contractor(s) is not obligated under any circumstances to send any person to the System Location of the Customer in response to an alarm other than the person, firm or agency specified in Section 2. of this Agreement. In no event shall Forney & Terrell Alarm Systems, LLC or its contractor(s) be responsible for failure or delays due to busy telephone facilities, failure by third parties to respond, or on account of any condition or cause beyond the reasonable control of Forney & Terrell Alarm Systems, LLC or its contractor(s). Customer releases Forney & Terrell Alarm Systems, LLC and its contractor(s) from responsibility or liability for any failure or delay in responding.
- (c) Customer agrees to deliver and keep current all information in the Section 2. Any changes or additions which Customer makes to Section 2. shall be in writing and sent to Forney & Terrell Alarm Systems, LLC by U.S. mail or by personal delivery to the following address: PO Box 341 Terrell, Texas 75160.
- (d) Forney & Terrell Alarm Systems, LLC has no obligation to telephone any person, firm or agency other than the person, firm or agency specified in Section 2. Customer agrees that Forney & Terrell Alarm Systems, LLC is only responsible for endeavoring to notify emergency agencies and other persons as specified in this Section 2. and hereby releases Forney & Terrell Alarm Systems, LLC and its contractor(s) from responsibility for any failure or delay in responding.

3. SERVICE FEES:

Customer agrees to pay Forney & Terrell Alarm Systems, LLC the following fees and service charges ("Service Fees")

- (a) A monitoring fee of \$ 48.00 +tax due on or before the first day of each payment period during the term of this Agreement, such monitoring to be paid: Monthly \$ _____ +tax (by ACH Debit only)
Annually \$ _____ +tax Semi-Annually \$ _____ +tax Quarterly \$ _____ +tax Credit Card Payment Option _____
I (we) authorize Forney & Terrell Alarm Systems, LLC to charge my (our) account for monitoring fees, subject only to the cancellation and other terms contained in this Agreement. I (we) acknowledge that I (we) have signed and received a copy on an imprinted voucher for such charge. I (we) also acknowledge that by selecting the Credit Card Payment Option, I (we) authorize Forney & Terrell Alarm Systems, LLC to charge my (our) account periodically as indicated.

Customer X

Customer agrees to pay all sales, service, property, use and local taxes; any permit fees, telephone charges, return check charges, or late charges, if applicable whether imposed on Forney & Terrell Alarm Systems, LLC or Customer and whether currently existing or subsequently imposed. Return check charges are \$25.00 or 5% of the face value of the check, whichever is greater, per occurrence. A late charge of \$3.00 per month shall be applied to any payment not received on time within the payment period or billing cycle indicated on Forney & Terrell Alarm Systems, LLC billing statement. Payment shall be to Forney & Terrell Alarm Systems, LLC, PO Box 341 Terrell, Texas 75160. Forney & Terrell Alarm Systems, LLC reserves the right to charge and Customer agrees to pay interest at a rate equal to the lesser of the highest rate allowed by law or one and one half percent (1 1/2 %) per month on any balance remaining unpaid 30 days.

4. TERMS:

Customer agrees to take Forney & Terrell Alarm Systems, LLC service for an initial term of 3 years commencing on the date of completion of installation and commencement of operation of the System and from year to year thereafter unless either party gives written notice of cancellation to the other party at least sixty (60) days prior to the end of the initial or last renewal term, with such cancellation to be effective at the expiration of the initial or annual renewal term next following. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, AS WELL AS ALL DOCUMENTS LISTED IN SECTION 12(A) OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Licensed by the Texas Department of Public Safety Private Security Bureau located at PO Box 15999 Austin, Texas 78761, (512) 424-2000, License No. B09970.

K
Customer

[Signature]
Forney & Terrell Alarm Systems, LLC
Authorized Representative

5. INSTALLATION AND USE OF THE EQUIPMENT:

- (a) Upon completion of installation of the System, Forney & Terrell Alarm Systems, LLC will instruct the Customer in the use of the System.
- (b) Customer will provide space, telephone line service and availability, light and power which are adequate in Forney & Terrell Alarm Systems, LLC judgment for proper installation and operation of the System and will follow all of Forney & Terrell alarm Systems, LLC instructions regarding service and use of the System. Customer will not alter or permit alteration of the System except in a manner approved by Forney & Terrell Alarm Systems, LLC.
- (c) Customer understands that local governments may levy a fine or charge for any false alarms or signals which summon an emergency service, and customer agrees to assume all responsibility for any false alarm or signal and to pay related fees, levies and fines. Customer hereby releases Forney & Terrell Alarm Systems, LLC and its contractor(s) from such responsibility and liability. Customer agrees to indemnify Forney & Terrell Alarm Systems, LLC for all expenses, including all fines, court costs and attorney fees, incurred by or on behalf of Forney & Terrell alarm Systems, LLC in defending any action brought by any governmental authority against Forney & Terrell Alarm Systems, LLC or any of its officers, employees or contractor(s) as the result of any alleged false alarm or signal relating to the System location or operation of the System. If in Forney & Terrell Alarm Systems, LLCs' sole judgment, it is determined that the Customer is generating an excessive number of false alarms or signals which may affect Forney & Terrell Alarm Systems, LLCs' monitoring facilities, Forney & Terrell Alarm systems, LLC may charge customer a fee for processing such false alarms and/or Forney & Terrell Alarm Systems, LLC may cancel this agreement. In the event of cancellation of the agreement, Forney & Terrell Alarm Systems, LLC shall not refund any monies previously paid by Customer and shall retain the right to collect any monies due or to become due hereunder.

6. MAINTENANCE:

- (a) Customer agrees that he will immediately notify Forney & Terrell Alarm Systems, LLC of any difficulty or failure in the operation or function of the System. Customer agrees that he will perform a complete functional test of the System which will include a test signal to the monitoring center on a monthly basis.
- (b) For a period of one (1) year from completion of installation, Forney & Terrell Alarm Systems, LLC or its contractor(s) will perform all reasonable repairs or replacements to the system at Forney & Terrell Alarm Systems, LLC expense during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, excluding National Holidays. Forney & Terrell Alarm Systems, LLC shall endeavor, but is not obligated to make repairs at times before or after normal business hours or Saturdays or Sundays or National Holidays. All services provided by Forney & Terrell Alarm Systems, LLC during non-business hours, Saturdays, Sundays or National Holidays shall be payable by Customer at Forney & Terrell Alarm systems, LLCs prevailing rates. Expressly excluded herefrom is damage to or failure of the System as the result of any condition or cause beyond Forney & Terrell Alarm Systems, LLCs' control, such as misuse,

**INDEMNIFICATION AND RELEASE AGREEMENT
BETWEEN KAUFMAN COUNTY AND
MEADOWWOOD PARK RANCH ESTATES, INC.**

WHEREAS, the residential subdivision of Meadowwood Park Ranch Estates is established and platted in four (4) separate plats filed with the Official Public Records of Kaufman County, Texas.

WHEREAS, the Restrictions for Meadowwood Park Ranch Estates filed with the Official Public Records of Kaufman County, Texas indicate all streets, roads and alleyways shown on the plat(s) of this subdivision, and any that may hereafter be designated are hereby dedicated to the use and benefit of all owners of said subdivision and shall be kept open and subject to the use of all such owners, and the invited guests, only, and shall not be public property.

WHEREAS, all the individual property surveys indicate their share of the roadways in their survey recorded with Kaufman County, Texas.

WHEREAS, Meadowwood Park Ranch Estates, Inc. ("Association") has neither the authority to transfer this ownership to Kaufman County or any other governmental entity nor the desire to transfer ownership.

WHEREAS, Kaufman County previously accepted maintenance of the roads located within the subdivision known as Meadowwood Park Ranch Estates as part of Kaufman County's maintenance program;

WHEREAS, the County Commissioner of Kaufman County, Precinct 3 confirmed and documented, in writing, on May 15, 1992 that the ownership of the roads in Meadowwood Park continue to rest with the property owners, as prescribed by present laws.

WHEREAS, the County Commission of Kaufman County, Precinct 1 again confirmed and documented, in writing, on January 22, 2007 that Kaufman County does not own the roads, and the roads belong to the Association.

WHEREAS, the Association recently erected a structure, on its private property, at the entrance of the subdivision to provide a cover to the mailboxes.

WHEREAS, the undersigned desires to release Kaufman County from liability which may arise from the structure at the entrance of the subdivision;

1. The undersigned agrees to the terms and conditions of this Release and Indemnification Agreement.
2. THE UNDERSIGNED HEREBY INDEMNIFIES, RELEASES AND HOLDS HARMLESS, KAUFMAN COUNTY AND EACH OF THEIR RESPECTIVE MEMBERS OF COMMISSIONERS COURT, EMPLOYEES, AND ELECTED OR APPOINTED OFFICIALS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST DEMANDS, CAUSES OF ACTION, PROCEEDINGS, FINES, PENALTIES, LOSSES, LIABILITIES, DAMAGES, COSTS, EXPENSES OR CLAIMS FOR INJURIES TO PERSONS, INCLUDING DEATH, OR DAMAGE TO PROPERTY (COLLECTIVELY, "LIABILITIES") TO WHICH THE RELEASED PARTIES, OR ANY OF THEM, MAY BECOME SUBJECT SPECIFICALLY AS THEY RELATE TO THE MAILBOX STRUCTURE CURRENTLY ERECTED ON THE ASSOCIATION'S PRIVATE PROPERTY UNLESS THOSE PROCEEDINGS, FINES, PENALTIES, LOSSES, LIABILITIES, DAMAGES, COSTS, EXPENSES OR CLAIMS FOR INJURY ARE AS A RESULT OF ACTIONS OR INACTIONS OF KAUFMAN COUNTY AND THEIR EMPLOYEES, OR SUBCONTRACTORS.
3. This Indemnity and Release Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action between the undersigned and the Released Party shall be in Kaufman County, Texas. This Release and Indemnification Agreement is binding upon the undersigned, as President of the Association, any future officers, directors, employees, assigns, and legal representatives.

THIS IS A LEGAL DOCUMENT WAIVING VALUABLE RIGHTS. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS RELEASE AND INDEMNIFICATION AGREEMENT.

MEADOWWOOD PARK RANCH ESTATES, INC.

By: 

Michael Rubner

Its: President

ATTEST:

MEADOWWOOD PARK RANCH ESTATES, INC.

By: 

Its: Secretary

ACKNOWLEDGED:

COMMISSIONERS COURT, KAUFMAN COUNTY, TEXAS

By: _____

Its: Commission, Precinct ____

PUBLIC NOTICE

Kaufman County, Texas ("County") by and through its Commissioners Court hereby gives notice under Chapter 2007 of the Texas Government Code ("Chapter 2007"), that the County adopted and approved a takings impact assessment ("TIA") at the October 22nd, 2019 public meeting of the Kaufman County Commissioners Court regarding the following proposed governmental action ("regulations"): the adoption and approval of the proposed Kaufman County Subdivision and Land Development Regulations. The County proposes to adopt and approve said regulations after compliance with all notice procedures required by law.

As required by Section 2007.043 of the Texas Government Code, a Takings Impact Assessment of the proposed regulations was completed. The TIA, using the analysis outlined by the Texas Attorney General, has determined that the adoption of these regulations does not constitute an unconstitutional taking of real property, as defined by Section 2007.002 of the Texas Government Code. The proposed actions were determined to be exempted from the Texas Private Real Property Rights Preservation Act ("Act"), in accordance with TGC §2007.003(b)(13) due to the County's intent to protect public health and safety by establishing minimum requirements for the subdivision of land. Previously lawfully subdivided land may be permitted to continue operations in its current status so long as such property is not altered in use, enlarged or expanded.

Copies of the proposed regulations and the TIA are available for inspection in the Office of the County Clerk, Kaufman County, Texas, Kaufman County Courthouse, 100 W. Mulberry St., Kaufman, TX 75142, during normal business hours. The proposed regulations may be revised prior to final governmental action and adoption by the County.

The County hereby gives notice of its intent to engage in the proposed governmental action.

SIGNED on the ____ day of _____, 2019.

Hal Richards, County Judge
Kaufman County, Texas

TAKINGS IMPACT ASSESSMENT

Proposed Action: The County proposes to adopt an order concerning the regulation of Subdivisions of Land in unincorporated areas of Kaufman County

County Department: Commissioners Court

Contact Person: County Judge Hal Richards

Phone: (469) 376-4139

I. Stated Purpose

Kaufman County, Texas, acting through the Kaufman County Commissioners Court (hereafter "County") is proposing to adopt new Development Regulations (hereafter "Proposed Regulations") for the County. The Proposed Regulations will include revisions and incorporate the requirements of the following existing regulations and orders:

- The Kaufman County Subdivision and Land Development Regulations (Adopted January 2000 and Amended June 2006)
- The Kaufman County Flood Damage Prevention Ordinance (Adopted February 2012)
- The Order Adopting Rules of Kaufman County, Texas for On-Site Sewage Facilities (Adopted November 2014)
- The Kaufman County Master Thoroughfare Plan (Adopted August 2016)

The purpose of the proposed action is to regulate the development of subdivisions of land, as defined by Chapter 232, Texas Local Government Code in order to protect the health, safety, and welfare of the citizenry; protect the citizens from inadequate infrastructure; preserve the quality of life; preserve property values and the character of the surrounding neighborhoods; and deter the spread of community blight. The Texas Legislature has determined that the unrestricted subdivision of land may be detrimental to

the public health, safety, and welfare by contributing to the decline of residential and business neighborhoods and the installation of inadequate or unsuitable residential infrastructure, including the provision of utilities, including water, wastewater and drainage, as well as suitable access, ingress and egress by vehicular traffic including emergency vehicles. It is the judgment of the Kaufman County Commissioners Court that the development of unrestricted subdivision of land, in the unincorporated areas of Kaufman County, would present an unnecessary threat of harm to citizens.

This Takings Impact Assessment (hereafter "TIA") is intended to satisfy the statutory requirements of the Texas Private Real Property Rights Preservation Act found at Chapter 2007 of the Texas Government Code (the "Act" or PRPRPA) in regard to the Proposed Regulations.

II. The Nature of the Action

A takings impact assessment is required only for two types of governmental of actions. State whether the proposed action is one of the following:

1. the adoption or issuance of an ordinance, rule, regulatory requirement, resolution, policy, guideline, or similar measure;
or
2. an action that imposes a physical invasion or requires a dedication of private real property;

Yes. The proposed course of action is to adopt a regulatory requirement.

III. Potential Effect on Private Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

Yes ☐ No ☒
2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes _____ No x

The proposed action does place restrictions on the use of property for the subdivision and development of land in the unincorporated areas of Kaufman County, Texas. However, the Texas Legislature has found that the unrestricted subdivision and development of land in the unincorporated areas of a Texas county may be detrimental to the public health, safety, and welfare by contributing to the decline of residential and business neighborhoods and the installation of inadequate or unsuitable residential or industrial infrastructure, including the provision of utilities, including water, wastewater and drainage, as well as suitable access, ingress and egress by vehicular traffic, including emergency vehicles. Under Texas law, a county may adopt regulations regarding the subdivision of land, as defined by Chapter 232 of the Texas Local Government Code, as necessary to promote the public health, safety, or welfare of the citizenry. Subdivisions of land that are in current operation and that may be affected by the regulations will be permitted to continue operations in their current locations so long as the same are not enlarged or expanded. The adoption of the proposed action does not result in the physical taking of private real property. The adoption of the proposed action does not deprive the owner of all economically viable uses of the property, have a significant impact on the property owner's economic interest, or deny a fundamental attribute of ownership. Therefore, the proposed action does not appear to be an action covered under the Texas Real Property Rights Preservation Act.

IV. Exemptions

After consideration, the Commissioners Court finds that the proposed action is:

1. an action taken in response to a real and substantial threat to public health and safety;

2. designed to significantly advance the health and safety purpose; and
3. one that does not impose a greater burden than necessary to achieve the health and safety purpose.

Based upon the above findings, the proposed action is exempt from the provisions of the Texas Real Property Rights Preservation Act pursuant to §2007.003(b)(13).

V. Analysis of Purpose, Burdens and Benefits

- A. Referring to the purpose of the county action in Section I above, state how the action achieves or advances its purpose.

As stated, the purpose of the proposed action is to promote the public health, safety, or welfare of the citizenry by requiring minimum standards for the planning, platting and development of subdivisions of land within the unincorporated areas of Kaufman County, Texas. This purpose is furthered by placing minimum standards upon the development of land for use as a residential or industrial development, and to require sensible standards regarding the provision of residential or industrial services, including utilities, including water, wastewater, drainage, and access, ingress and egress by vehicular traffic, including emergency vehicles. Further, the proposed action provides legitimate accountability to developers of rural subdivisions outside of the incorporated areas of Kaufman County by providing requirements designed to protect the public health and safety.

- B. Describe the benefits to society resulting from the county action.

The benefits include 1) reasonable regulation of rural subdivision development in order to protect the health and well-being of the citizens; 2) provide accountability for developers of rural subdivisions of land outside the incorporated areas of Kaufman

County by reasonable requirements designed to protect the public health and safety; 3) prevent the installation of inadequate infrastructure by requiring minimal standards upon the development of rural subdivisions of land located in the unincorporated areas of Kaufman County, Texas; 4) prevent a decrease in property value by placing reasonable requirements for utilities, including water, wastewater, drainage and access, ingress and egress of vehicular traffic, including emergency vehicles; and 5: prevent the spread of unregulated development that will be injurious to the public health and safety.

- C. Discussion of the burdens that may be imposed on private real property by the county action.

After consideration, the Commissioners Court finds as follows:

1. The proposed action will not result indirectly or directly in a permanent or temporary physical occupation of private real property;
2. The proposed action does not require a property owner to dedicate property or grant an easement except as may be required to satisfy requirements addressing the provisions of utilities, including water, wastewater, drainage and access, ingress and egress of vehicular traffic, including emergency vehicles;
3. The proposed action does not deprive the owner of all economically viable use of the owner's property;
4. The proposed action does not deny any owner the right to possess the owner's real property, enjoy it, exclude others from it or sell it; and
5. It does not appear that the proposed action will serve to reduce the market value of any owner's property.

Additional discussion of potential burdens:

The proposed actions pose a minimal burden on real property owners and present a substantial benefit to society. The County is permitted to adopt regulations that address

the public health, welfare and safety of its citizenry. Presently established rural subdivisions that are in current operation and that may be affected by the regulations will be permitted to continue operations in their current locations and conditions so long as the same are not enlarged or expanded. These subdivisions will also have adequate notice and opportunity to construct or renovate their premises and arrange their operations in order to comply with the proposed regulations should the present subdivision be enlarged or expanded. The adoption of the proposed action does not result in the physical taking or private real property. The adoption of the proposed action does not deprive the owner of all economically viable uses of the property, have significant impact on the property owner's economic interest, or deny a fundamental attribute of ownership. Therefore, no existing property rights will be impinged and market value should not be affected.

VI. Alternatives

- A. Describe alternative actions that could accomplish the same purpose as the proposed action.

After consideration, the Commissioners Court finds that there are no alternatives which would effectively accomplish the same purposes.

- B. Would these alternatives impose a lesser burden on the property which is the subject of the proposed action?

This section is inapplicable in light of the response to VI(A.).

VII. Potential Impact on Value

- A. Will the county action reduce the market value of any parcel of private real property by 25% or more?

Yes _____ No ☒x_____

Presently legally existing rural subdivisions that may be affected by the regulations will be permitted to continue operations in their current locations and conditions so long as the same are not enlarged or expanded. In addition, this regulation does not restrict any use of the property other than for the development or a subdivision of land, as defined by Chapter 232 of the Texas Local Government Code. The Commissioners Court finds that there are alternative uses available for the property.

VIII. Conclusion:

<input type="checkbox"/>	Not a Covered Action
<input checked="" type="checkbox"/>	No Impact on Private Real Property
<input checked="" type="checkbox"/>	Proposed Action is Exempt
<input checked="" type="checkbox"/>	Proposed Action Fully Assessed for Potential Impact on Private Property.

Read and adopted this _____ day of _____, 2019, by a vote of _____ ayes and _____ nays.

County Judge

ATTEST:

County Clerk

Development Services Quarterly Report

Financials

<u>911 Addressing</u>	<u>18-Jul</u>	<u>19-Jul</u>
<u>Add-on Permit</u>	\$840.00	\$720.00
<u>Application OSSF Residential</u>	\$800.00	\$1,400.00
<u>Application OSSF Commercial</u>	\$23,600.00	\$26,800.00
<u>Contract Renewal OSSF</u>	\$1,220.00	\$2,440.00
<u>Culvert Permits</u>	\$20,025.00	\$21,500.00
<u>Public Information Request</u>	\$525.00	\$1,950.00
<u>Subdivisions</u>	\$10.00	\$20.00
<u>Flood Plain Permit</u>	\$0.00	\$970.00
<u>Totals</u>	\$250.00	\$0.00
	\$47,270.00	\$55,800.00

Total for the Quarter=
Total for the Quarter=

Workload Report

<u>Inspections</u>	<u>18-Jul</u>	<u>19-Jul</u>
<u>Working Complaints</u>	61	82
<u>Unable to Locates</u>	600	676
<u>Follow-Ups</u>	22	15
<u>Court Cases Filed</u>	46	338
<u>New Permits</u>	104	117
<u>Add-on Permits</u>	58	75
<u>Contracts Received</u>	4	6
<u>Culvert Permit</u>	285	735
<u>Service Inspections Rec.</u>	11	11
<u>Addresses in GIS</u>	1514	2434
<u>Errors Fixed (COG)</u>	N/R	18
<u>Maps Printed</u>	N/R	N/R
<u>Follow-Ups</u>	N/R	0
<u>Site Checks</u>	N/R	84
<u>Road Segments</u>	N/R	3
<u>Comm Towers</u>	N/R	N/R
<u>Floodplain Permits</u>	N/R	30
<u>Map Creations</u>	N/R	1
<u>Completed Subdivisions</u>	N/R	0
	0	2

Difference Q2-Q3= \$ 25,802.14

NR= Not Reported

<u>18-Aug</u>	<u>19-Aug</u>
\$400.00	\$6,440.00
\$800.00	\$1,600.00
\$20,160.00	\$20,520.00
\$2,690.00	\$1,220.00
\$18,750.00	\$20,800.00
\$675.00	\$2,875.00
\$20.00	\$40.00
\$252.50	\$450.00
\$250.00	\$0.00
\$43,997.20	\$53,945.00

\$ 123,509.20
\$151,560.00

<u>18-Aug</u>	<u>19-Aug</u>
59	82
317	599
7	6
134	352
40	148
52	58
4	8
461	424
11	34
1485	1677
N/R	904
N/R	N/R
N/R	5
N/R	274
N/R	1
N/R	98
N/R	84
N/R	3
N/R	3
1	1

<u>18-Sep</u>	<u>19-Sep</u>
\$600.00	\$1,840.00
\$200.00	\$1,400.00
\$10,800.00	\$16,200.00
\$0.00	\$2,440.00
\$14,600.00	\$17,975.00
\$750.00	\$1,350.00
\$10.00	\$10.00
\$5,282.00	\$600.00
\$0.00	\$0.00
\$32,242.00	\$41,815.00

<u>18-Sep</u>	<u>19-Sep</u>
44	45
474	541
30	10
107	306
71	34
32	49
1	7
460	398
12	27
1964	1998
N/R	1051
N/R	N/R
N/R	0
N/R	362
N/R	0
N/R	131
N/R	111
N/R	0
N/R	0
4	1

SEPTEMBER 2019

KAUFMAN COUNTY

CURRENT	\$71,430.15
DELINQUENT	\$27,239.98
TOTAL COLLECTED	\$98,670.13
DEFERRAL (UNPAID)	\$57,231.68

ROAD & BRIDGE

CURRENT	\$15,918.50
DELINQUENT	\$5,123.62
TOTAL COLLECTED	\$21,042.12
DEFERRAL (UNPAID)	\$9,325.96

ROLLBACK

	Acres
PRECINCT 1	0
PRECINCT 2	3.305
PRECINCT 3	0
PRECINCT 4	0
TOTAL ACRES	3.305

KAUFMAN COUNTY 2018-2019						
SEPTEMBER 2019						
	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
GENERAL FUND	M&O	I&S	%	AMOUNT		%
Adjusted Tax Levy Roll	\$38,215,774.10	\$4,457,169.05	100.00%	\$2,190,441.94	100.00%	
Amount to be collected	\$518,836.90	\$60,512.87	1.36%	\$1,232,295.67	56.26%	
Amount collected this month	\$63,969.26	\$7,460.89		\$27,239.98		
Taxes collected year to date	\$37,696,937.20	\$4,396,656.18	98.64%	\$958,146.27	43.74%	
Penalty & Interest collected	\$189,253.90	\$22,072.85		\$226,385.32		
SIT Overage	\$6,996.57	\$0.00		\$0.00		
Appraisal Rendition Commission	\$1,525.32	\$0.00		\$43.68		
TOTAL COLLECTIONS YEAR TO DATE	\$37,891,662.35	\$4,418,729.03		\$1,184,487.91		
TOTAL M&O AND I&S COLLECTIONS YTD	\$42,310,391.38					
Rollback Taxes collected this month	\$369.63					
Rollback Taxes collected year to date	\$490,992.50					
Attorney Fees collected	\$75,110.77			\$136,769.10		
KAUFMAN COUNTY ROAD & BRIDGE 2018-2019						
SEPTEMBER 2019						
	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
	AMOUNT		%	AMOUNT		%
Adjusted Tax Levy Roll	\$9,512,121.59		100.00%	\$362,763.34	100.00%	
Amount to be collected	\$126,943.33		1.33%	\$193,393.50	53.31%	
Amount collected this month	\$15,918.50			\$5,123.62		
Taxes collected year to date	\$9,385,178.26		98.67%	\$169,369.84	46.69%	
Penalty & Interest collected	\$47,293.09			\$38,001.86		
SIT Overage	\$1,607.74			\$0.00		
Appraisal Rendition Commission	\$351.27			\$8.86		
TOTAL COLLECTIONS YEAR TO DATE	\$9,433,727.82			\$207,362.84		
Rollback Taxes collected this month	\$60.73					
Rollback Taxes collected year to date	\$88,316.38					
Attorney Fees collected	\$16,940.11			\$24,612.09		

KAUFMAN COUNTY 2017-2018

SEPTEMBER 2018

	CURRENT ROLL			DELINQUENT ROLL	
	2017 ONLY		%	2016 AND OLDER	%
GENERAL FUND	M&O	I&S		AMOUNT	
Adjusted Tax Levy Roll	\$34,371,338.27	\$4,493,252.00	100.00%	\$2,188,746.06	100.00%
Amount to be collected	\$477,682.40	\$62,199.62	1.39%	\$1,327,379.37	60.65%
Amount collected this month	\$55,613.79	\$7,299.24		\$107,795.15	
Taxes collected year to date	\$33,893,655.87	\$4,431,052.38	98.61%	\$861,366.69	39.35%
Penalty & Interest collected	\$167,313.33	\$21,871.83		\$179,093.56	
SIT Overage	\$8,244.29	\$0.00		\$0.00	
TOTAL COLLECTIONS YEAR TO DATE	\$34,069,213.49	\$4,452,924.21		\$1,040,460.25	
TOTAL M&O AND I&S COLLECTIONS YTD	\$38,522,137.70				
Rollback Taxes collected this month	\$97,398.21				
Rollback Taxes collected year to date	\$448,967.32				
Attorney Fees collected	\$51,734.46			\$115,872.40	

KAUFMAN COUNTY ROAD & BRIDGE 2017-2018

SEPTEMBER 2018

	CURRENT ROLL			DELINQUENT ROLL	
	2017 ONLY		%	2016 AND OLDER	%
	AMOUNT			AMOUNT	
Adjusted Tax Levy Roll	\$7,757,141.93		100.00%	\$340,780.35	100.00%
Amount to be collected	\$106,690.51		1.38%	\$200,254.42	58.76%
Amount collected this month	\$12,486.67			\$17,613.66	
Taxes collected year to date	\$7,650,451.42		98.62%	\$140,525.93	41.24%
Penalty & Interest collected	\$37,763.25			\$28,451.02	
SIT Overage	\$1,687.02			\$0.00	
TOTAL COLLECTIONS YEAR TO DATE	\$7,689,901.69			\$168,976.95	
Rollback Taxes collected this month	\$16,712.25				
Rollback Taxes collected year to date	\$72,915.82				
Attorney Fees collected	\$10,416.83			\$19,309.40	

Kaufman County Treasurer Monthly Report

September 1, 2019 - September 30, 2019

Monthly Cash Summary-General Fund

Fund	Beginning Balance	Deposits	Disbursements	Ending Balance	Last Year
Fund 10 General Fund	\$2,169,422.31	\$3,479,759.81	(\$3,547,298.12)	\$2,101,884.00	2,354,140.34
Fund 10-Invested	\$10,110,448.35	\$3,420,286.64	(\$5,900,000.00)	\$7,630,734.99	4,157,402.39
Cash Total-Fund 10	\$12,279,870.66	\$6,900,046.45	(\$9,447,298.12)	\$9,732,618.99	\$6,511,542.73

Monthly Cash Summary-Other Funds

Fund	Beginning Balance	Receipts	Disbursements	Ending Balance	Last Year
Construction Projects-44	\$0.01	\$0.00	\$0.00	\$0.01	\$0.01
2015 Bond I&S-61	\$34,398.74	\$782.14	\$0.00	\$35,180.88	\$24,454.32
Jail Const I&S-62	\$53,536.83	\$4,037.33	(\$400.00)	\$57,174.16	\$53,907.00
SIB I&S Debt-63	\$118,913.72	\$264.17	\$0.00	\$119,177.89	\$118,440.64
Road Bond I&S-64	\$159,393.25	\$5,357.99	\$0.00	\$164,751.24	\$146,004.17
Road Bond-128	\$95,471.39	\$500,144.44	(\$165,388.58)	\$430,227.25	\$939,180.55

Other Funds-Invested

Fund	Beginning Balance	Receipts	Disbursements	Ending Balance	Last Year
Const Projects-44-Invested	\$171.23	\$0.30	\$0.00	\$171.53	\$167.58
Road Bond I&S-64-Invested	\$158.88	\$0.30	\$0.00	\$159.18	\$154.53
Road Bond-128-Invested	\$14,883,214.78	\$27,208.11	(\$500,000.00)	\$14,410,422.89	\$19,827,069.57

Interest Earned During Period Covered By This Report

Interest on accounts in ANB	\$3,860.49
Interest on TexPool investments	\$47,495.35
Total Interest Earned During Period:	\$51,355.84
Total Interest Earned Same Period Last Year:	\$48,988.41

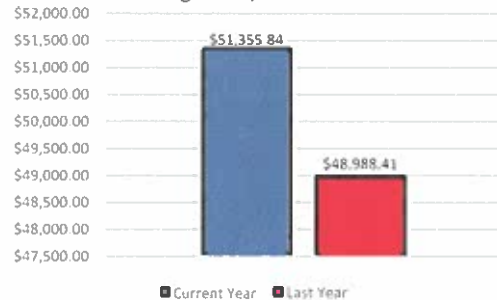
American National Bank's Collateralization

All Funds in ANB as of end of the month:	\$19,173,129.32
Total Market Value of Securities Pledged:	\$44,147,731.18
Pledged as a percentage of total funds:	230.26%

General Fund Cash Balance



Earnings ANB/Investments



Certified by:

Karen MacLeod

Karen MacLeod, Kaufman County Auditor

This report was presented to Commissioners' Court of Kaufman County, Texas, on the 22nd Day of October, 2019.

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

by:

Chuck Mohnkern

Chuck Mohnkern, Kaufman County Treasurer

Hal Richards, Kaufman County Judge

Michael David Hunt, Commissioner, Precinct #1

Skeet Phillips, Commissioner, Precinct #2

Terry Barber, Commissioner, Precinct #3

Ken Cates, Commissioner, Precinct #4

Other Proceedings

For the period ending: September 30, 2019

Description of activity:	Current Period	Last Year
Receipts dated within report period:	429	365
Accounts payable checks processed:	710	593
Juror checks processed:	414	43
DA asset forfeiture checks:	15	3
Total payrolls processed during period:	2	2
Bank reconciliations completed:	31	30
Wire transfers or EFT's:	7	9
State reports prepared and filed:	0	0
All other proceedings not enumerated:	0	0

This information is provided pursuant to Local Government Code, Section 114.026 (a)(3).

Long-Term Debt Owed by Kaufman County

Balance owed as of: September 30, 2019

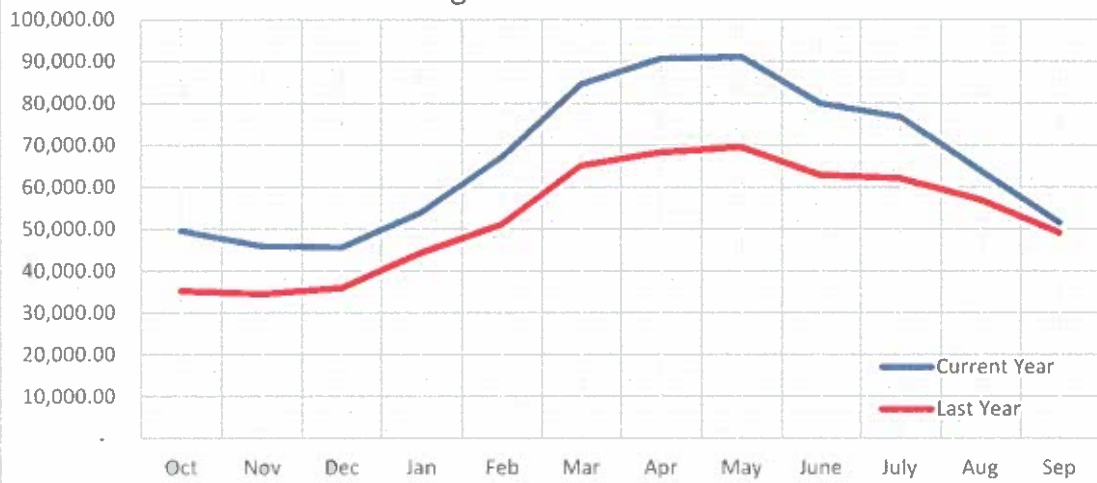
Obligation:	Current Period	Last Year
2015 Series Radio Bond I&S (61)	\$1,279,950.00	\$2,458,025.00
2012 Bond Issue - Jail (62)	\$5,218,000.00	\$6,940,950.00
2013 Tax Note - Construction (62)	\$0.00	\$25,200.00
TxDot Transportation SIB (63)	\$457,658.76	\$572,745.65
2014 Road Bond (64)	\$42,859,187.50	\$44,193,712.50
2016 Road Bond (64)	\$33,841,450.00	\$34,814,250.00
Total Long-Term Debt:	<u>\$83,656,246.26</u>	<u>\$89,004,883.15</u>

This information is provided pursuant to Local Government Code, Section 114.026 (a)(2).

Fund 10 Cash Balance



Earnings on Cash Balance



Kaufman County Treasurer Quarterly Report

July 1, 2019 through September 30, 2019

General Fund Cash ANB and Invested

Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Fund 10 General Fund-ANB	\$1,508,197.79	\$11,733,105.13	(\$11,139,418.92)	\$2,101,884.00
Fund 10-TexPool	\$15,346,132.57	\$14,334,602.42	(\$22,050,000.00)	\$7,630,734.99
Cash Total-Fund 10				<u>\$9,732,618.99</u>

Other Funds Invested

Tex Pool Investment Accounts

Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Construction Project	\$170.61	\$0.92	\$0.00	\$171.53
2014 Road Bond Fund	\$17,817,410.39	\$93,012.50	(\$3,500,000.00)	\$14,410,422.89
2014 Road Bond I&S	\$157.26	\$0.92	\$0.00	\$158.18
Land Sale Fund	\$0.00	\$0.00	\$0.00	\$0.00

TexasCLASS Investment Accounts*

Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund	\$0.00	\$0.00	\$0.00	\$0.00
Road Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00

Other Funds Held in ANB

Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
2014 Road Bond - ANB	\$498,199.09	\$3,501,075.89	(\$3,569,047.73)	\$430,227.25

Interest Earned During Period Covered By This Report

Interest on accounts in ANB	\$14,257.21
Interest on Investment Accounts	\$177,616.76
Total Interest Earned During Period:	<u>\$191,873.97</u>

* TexasCLASS accounts were established with Commissioners' Court approval and will be used in upcoming months as funds become available for investment.

Certified

by:



Karen MacLeod, Kaufman County Auditor

Submitted under the provisions of the Local Government Code,
Section 11:

by:



Chuck Mohnkern, Kaufman County Treasurer

This report was presented to Commissioners' Court of
Kaufman County, Texas, on the 22nd Day of October,
2019.

Hal Richards, Kaufman County Judge

Michael David Hunt, Commissioner, Precinct #1

Skeet Phillips, Commissioner, Precinct #2

Terry Barber, Commissioner, Precinct #3

Ken Cates, Commissioner, Precinct #4

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July 18, 2018

VIA REGULAR MAIL

Honorable Bruce Wood
Kaufman County Judge
100 W. Mulberry
Kaufman, Texas 75142

Re: Commissioners Court Precinct Redistricting

Dear Judge Wood:

The subject of this letter will be familiar with those elected officials who were in office ten years ago. For those who were not, the process known as “redistricting” is required after each federal census. The procedures are complex and somewhat confusing. We will do everything we can to explain the process and expedite your compliance.

Redistricting-What Is It and Why We Do It

The term “redistricting” or alternatively “reapportionment” means the procedure that is required of all governmental entities that elect their governing body membership by election from individual districts (single-member districts) to periodically reassess their boundaries, and the population within those boundaries, to accomplish two things:

1. Retain reasonable numerical balance in terms of all population (men, women and children, rather than registered voters) within each district or precinct relative the other districts or precincts, within a tolerance of (+) or (-) 10% from an ideal size for local governments. If a county for example, has 10,000 individuals counted as residents in the upcoming 2020 census, each of the four county commissioner precincts should have approximately 2,500 persons living in each precinct. (10,000 divided by four=2,500).

In a typical county, however, the actual population of 10,000 persons will **not** be evenly distributed in the 2020 census count. Assume that Commissioners Court Precinct 1 has a population of 2,275 persons or 225 persons below the ideal size, Precinct 2 has a population of 2,500, exactly meeting the ideal, Precinct 3 has a population of 3,125 or 625 above the ideal size, and Precinct 4 has 2,100, or 400 below the ideal.

The “range” of deviation from the ideal of 2,500 is determined by calculating the percentage of “deviation” from the ideal. Using the numbers above, Precinct 4 is the most underpopulated by 400 persons, which is 16% below the ideal. The largest population above the ideal is in Precinct 3, with 625, or 34% above the ideal. If you

add -16% and +34% together, disregarding the plus or minus sign from the ideal, you have a total deviation of 50%. The maximum permitted by law is 10%. The boundaries of the county in this example must be altered to “balance” the population between the four precincts so that the difference between the largest precinct and the smallest precinct does not exceed 10%. This is done by reducing the physical boundaries of those precincts above the ideal and enlarging the boundaries of those precincts under the ideal size. The process of enlarging or reducing the physical boundaries of a political entity to achieve population and demographic balance is called “reapportionment”, since the population is being reallocated, or reapportioned among the four commissioners court precincts.

2. In rebalancing that population, additional care must be given under the Voting Rights Act of 1965 so that where minority residents within the jurisdiction compose a sizeable portion of the overall population, the boundaries drawn to accomplish numerical balance cannot either fragment, dilute or unfairly compact that minority population to restrict the minority’s ability to have an impact on the outcome of an election within the commissioner precinct where the minority population is located. Minority populations cannot be
 - a. “cracked”, or “fragmented” meaning that large concentrations of minority voters cannot be divided into several commissioner precincts, rather than left intact in a single or even multiple commissioners court precincts.
 - b. “packed”, meaning where minority populations are sufficient in numbers to compose large percentages in more than one precinct are packed into a single precinct, or
 - c. “stacked”, meaning where minority groups are stacked together to make an apparent voting majority, but where historic trends of low registration and turnout make that apparent majority less significant if grouped with a single, high registration and turnout minority.

Following the Supreme Court decision in *Avery v. Midland County*, 390 U.S. 474; 88 S. Ct. 1114, 20 L. Ed. 2d 45 (1968), Texas Commissioners Courts have been required to make a periodic assessment of their political boundaries to determine whether the boundaries retain sufficient “one-person-one-vote” balance. This requirement is now carried forward in Article 42.001 of the Texas Election Code and has been extended to virtually all political bodies that elect representatives from special member districts, or geographic regions of the political jurisdiction in which the candidates for representative office must reside.

Therefore, following each federal census, each Texas county, city, school district or other political entity electing representative officers from geographic regions of the sub-division should conduct an assessment of existing political boundaries. It should be carefully noted that simple comparisons between the county population of 2000 and 2010, or even a more sophisticated analysis

of urban and rural areas of the county might not reflect the true extent of population "change" each County has experienced over the last ten years.

Population "change" from a prior census total population to a more current census total population may not directly correlate to "different" or "new" population. For example, existing populations within a county will move considerably within the county since the last census, particularly in a county experiencing significant population growth or decline. A new subdivision may also cause movement within a county by a static population and require redrawing of political boundaries.

As a very general rule of thumb, any statistical change of population between the 2010 and 2020 census more than 3%, plus or minus, will indicate a likely need for redistricting in order to retain numerical balance between the governing body's representative districts. Only in rare circumstances will a county experiencing a population change in excess of 3% avoid the need for rather extensive reapportionment of the county Commissioners Court precinct lines.

However, any assumption that a population change of less than 3% will not require reapportionment is ill advised. Populations will shift within a county over time. Every county, city, school district or other political entity electing representative officers from geographic regions of the sub-division, even those with a rather insignificant overall population change, should carefully examine actual population demographics relative to their existing political lines to determine the need for reapportionment after each census.

That assessment must be done with the actual census block data. This census data, known as Public Law 94-171 files of the United States Census Bureau, allocates population to census blocks. Generally stated, these census blocks are defined by natural or man-made boundaries. Where these boundary lines close in an area, the population within that area is counted and broken into several demographic groups. Demographic data is then subject to being depicted in chart and graphic form for both total population as well as voting age population, and the racial profile of that population. By grouping census blocks together, voting precincts, and in turn all other elective precincts, including Commissioners Court, Justice of the Peace, or in cases of cities and school districts, wards and districts for the City Council and School board can be built. In turn, using the county election precincts as a basis, the larger State Representative, Senate, and Congressional districts can be assembled.

Using the guiding principle of "One-Person-One-Vote" balance between the four Commissioners Court Precincts, and the directives of the Voting Rights Act as a guide, each county will construct new political boundaries. These boundaries are based upon the entire county population, but the availability and analysis of voting age populations is also important.

Additional statutory requirements must also be kept in mind as election precincts are drafted. State law limits the size of election precincts to not less than 100 registered voters (counties under 100,000 in population may have as few as 50 registered voters, and upon petition by 25 registered voters, counties under 50,000 in population may have fewer than 50 registered voters in an election precinct), and not more than 5,000 registered voters per election precinct. (See §42.006, Texas Election Code, V.A.C.S.).

In counties inhabited by a significant minority population, the need to create one or more Commissioners Court Precincts that assure minority representation requires utilization of voting age information. While the actual political boundaries will be based upon total population, the viability of the resulting precinct in terms of the ability to elect requires analysis of voting age population.

Efforts to balance road mileage or to achieve other entirely practical adjustments of county boundaries can be included in the process but must be undertaken with great care to avoid unintended shifts of population which will either exceed the required numerical balance or violate the Voting Rights Act.

Because changes in Commissioners Court precinct boundaries will require modification of the individual election precincts making up each Commissioners Court precinct, there will also be changes in the Justice of the Peace/Constable precincts as a result of the modification of election precincts necessary to achieve the required level of precision necessary to balance population and address demographic requirements. As a result, all political boundaries in your county, from the Election Precinct to the Justice of the Peace and Commissioners Court Precincts will have to be evaluated and possibly revised. It is worth noting that only “representative” offices are subject to the one-person-one-vote requirement. Judicial offices are not required to be balanced by population. Justice of the Peace precincts are therefore not required to have the same number of residents, but these boundaries cannot be drafted in a manner that would violate the voting rights act, and as we have discussed above, changes in the underlying election precincts will have direct impact upon the Justice of the Peace precincts as well. For these reasons, many counties choose to use combinations of the Commissioners Court precincts as a basis for JP precincts to make voting administration easier and more understandable to the voter and more easily managed by election administration.

In prior years between 1972 and 2013, Texas political jurisdictions were required to submit any plan which affected election policies, practices, methods or procedures to the United States Department of Justice, Voting Rights Section, for review to determine whether or not that proposed change would have the effect of adversely affecting minority voting rights, and to obtain a finding that the proposed change would not have such an effect before the governmental entity could implement that change. This procedure, known as “pre-clearance” was required by Section 5 of the Voting Rights Act, 42 U.S.C. §1973c (now 52 U.S.C.A. §10304). In June of 2013, the United States Supreme Court held in *Shelby County, Alabama v. Holder*, 133 S.Ct. 2612, that the practice of “pre-clearance” was no longer operative. This decision held that the coverage formula which determined what jurisdictions were required to comply with the pre-clearance obligation was no longer necessarily valid and would require reconsideration and reauthorization by the Congress to determine if discriminatory practices were still being used to weaken minority voting rights. At this time, the Congress has not seen it necessary to reevaluate the need for pre-clearance procedures, so political jurisdictions are not required to submit any changes to the federal government before implementation. However, the state of voting rights law is in flux, and there are several pending cases that might result in further requirements, so we will need to be prepared for a potential re-imposition of this requirement

In any case, Section 2 of the Voting Rights Act remains fully functional. This section allows an interested party who believes a governmental entity has engaged in discriminatory practices that have the intent, *or the effect* of weakening minority voting rights to sue the

governmental entity to have a court examine the voting practice, policy or method to determine an alleged violation of the Voting Rights Act. Those plans, changes, policies, practices or methods that are found to be violative of the Voting Rights Act will subject the governmental unit to liability for all reasonable costs and attorney's fees necessary to redress the correction of the practice found to violate the Voting Rights Act, including Court Orders to revise, withdraw or otherwise cure the defect. Typically, if a violation of the law is found to exist, elections will be stayed pending a cure, so the expense of failing to comply with the law is prohibitive.

As a consequence, it is important that each county, as soon as practicable, identify and retain qualified expertise to assist the commissioners court in the analysis necessary to evaluate the existing boundaries, and where necessary to revise the numerical balance, to redraw such lines in a manner that will avoid potential claims of a violation of the Voting Rights Act or the U. S. Constitution.

STEPS IN REDISTRICTING

1. Identify current political boundaries, i.e. Commissioners Court and JP precincts for Counties, City Wards, school district wards, special district wards. Identify existing election precinct boundaries. The Texas Secretary of State maintains current data on each County. We will acquire this data and submit it back to the County for confirmation in advance of the release of redistricting data.
2. Locate all incumbent residence locations. Because continuity of political leadership is a valid governmental concern, it is permissible to take into account the retention of incumbent office holders in all but the most extreme cases. Every effort should be made to preserve political continuity in revising boundaries, but incumbent relocation has been required in rare cases.
3. Prepare for 2020 Census data. We will obtain in advance of the release of census data the format that will be used for data layout from the Census Bureau and will prepare tables, charts and maps using with mock data to field-test and conduct de-bugging of our analytical tools so that when the actual data is available, we have a proven method to reapportion your jurisdiction quickly and efficiently. The initial installment of our quoted fee will cover all of these preliminary steps.
4. April 2020-U.S. Census Bureau conducts population count.
5. January to February 2021-Census Bureau releases data. The relevant data for redistricting is known as the census data 5th count, which must be imported into computer files used to analyze the data.
6. April-May 2021: Analysis of population using existing boundaries with 2021 data, and preparation of a comprehensive "initial analysis" of your political boundaries to determine if redistricting is required. If our initial analysis reveals that your boundaries remain legally viable, you will have no obligation to proceed further, or to pay any more than our first installment.

7. Where our initial analysis reveals a legal obligation to redistrict, we will conduct reapportionment of Commissioners Court, Justice of the Peace and Election, approximately May through August, 2021.
8. Once the Commissioners Court boundaries are redrawn, we will conform election precincts to the new Commissioners Court boundaries and will also address city wards etc. This realignment of election precincts will also affect the boundaries of the Justice of the Peace/Constable precincts. August through September, 2021.
9. Congressional and state Legislative redistricting may impact some county precincts, requiring that some lines at the local level be redrawn following congressional and/or state legislative boundaries. All Political boundaries should be complete in time to allow for filing for public office in November, 2021.

OUR QUALIFICATIONS

The lawyers who compose the firm of Allison, Bass & Magee, LLP have more than 130 combined years of experience with redistricting. Jim Allison was on the Senate Staff of Barbara Jordan when Texas first came under the requirements of the Voting Rights Act and assisted in the state of Texas redistricting efforts during 1971. He was also on the staff of the Attorney General in 1981 and assisted in the redistricting work of the Texas Redistricting Board. He has successfully prepared and defended county redistricting plans since 1991. Bob Bass successfully defended his home county of Hale in voting rights litigation in 1978. The firm has been involved in redistricting preparation and litigation each redistricting cycle since 1983 and has provided legal representation in redistricting related matters to more Texas counties than any other law firm in the State of Texas.

Over the years, we have provided turn-key services to literally hundreds of separate political subdivisions. We are sensitive not only to the legal requirements of the process, but to the political and practical aspects as well. We strongly urge coordination between all political subdivisions located within a single county to increase ease of administration of county/city/school and special district elections. Our services include advance planning for the process, all necessary legal work, conducting public hearings, interaction with local interested parties and submission of the end-product reapportionment plan to state and federal authorities, and responding to any request for additional information. We coordinate with the Secretary of State's office in providing your new political boundaries to state election administrators and can provide assistance to your local election administrator in the implementation of the resulting reapportionment plan.

Our goal is to provide a complete, integrated, fixed fee program for political subdivisions to address the reapportionment process. We have provided similar programs since 1990 with complete success. To date, we have never failed to obtain a successful outcome for our client's reapportionment plans. We are pleased to offer once again what we believe to be the best support and service for your redistricting needs at the lowest possible price for a full-service program.

Our firm is notable for its "fixed fee" pricing structure. With the exception of the 12 more densely populated counties, the firm offers a pricing structure based upon the population of each county. This fee, detailed in the attached information, allows a county to budget the cost of

redistricting over as many as three (3) budget years. The larger counties may retain our services on an hourly rate basis.

We will provide a complete redistricting program for your needs pursuant to a flat rate/fixed-fee arrangement, so that you can spread the costs over several budget cycles:

FLAT RATE/FIXED FEE: Our fixed fee program requires no additional charges or expenses beyond our standard service agreement, *with the exception of the publication cost of advertising public hearings and required notices*, which will be billed separately and outside of our fee. The Flat Rate/Fixed Fee cost for your county is set out below. This fee will include the actual cost of data acquisition, initial analysis and publication of a written assessment, consultation with commissioners' court, interaction with local interested parties, presentations at public hearings, travel and other related expenses that are required for each client. The Flat Rate/Fixed Fee is based upon the population of the jurisdiction, the complexity of the demographic population, the anticipated difficulty of the process, and the corresponding cost of servicing the account with travel costs, including travel time and expense, lodging, long distance telephone, and equipment needs. There is no formula that can predict all project costs. However, the only additional costs not covered by our fixed fee program are the costs of publication of any and all required public notices for the project, including newspaper, internet, or tele-conferencing costs. Other firms may submit proposals with a lower initial cost, but you should make sure that the proposal offers comparative services through a full and comprehensive program. Some proposals provide for only one hearing and one reapportionment plan. These proposals require additional fees for alternative plans and additional public hearings.

1. The flat rate option is broken into three funding periods, as detailed below:

- a. 1st Installment: An Initial Analysis Fee; This fee is based upon the County population, and ranges from \$5,000.00 to \$10,000.00. This Initial Analysis fee is due upon execution of our redistricting retainer agreement, and it will allow us to obtain from the County and the Secretary of State Elections Division, necessary data, such as existing political boundary files in electronic GIS data format, to develop templates for the receipt of 2020 census data, and eventually to acquire demographic data for your political entity, and to prepare an extensive written analysis of your current political boundaries within the context of the Voting Rights Act and state election law. Should our analysis of the 2020 census data reveal that your existing political boundaries are legally sufficient without change, the Initial Analysis fee will conclude our services, and you will not be required to redistrict under applicable law.

Timeline for Initial Analysis: The 2020 Census will be conducted in April of 2020, with the release of the demographic data expected as early as February 2021. Contracts for redistricting analysis should be planned for an initial expenditure no later than during formulation of the 2020 Budget in 2019, with actual expenditures falling due in the 2020, 2021 and 2022 budget years.

Your executed contract and the initial installment fee can be paid as early as October 31, 2018 but should be remitted *not later than October 31, 2019* to take advantage of our flat rate fee structure and to fully implement this plan.

- b. 2nd Installment, due on or before October 31, 2021. The amount of this installment will be the stated total amount, less the initial analysis fee retainer, with the remaining balance divided by two. The bulk of the work required to implement the redistricting project will be completed between February and September 1, 2021, but considerable advance work is required to build the necessary data analysis tools, and to work with you to identify your goals, aspirations and objectives in advance of the actual redistricting.
- c. 3rd Installment, due on or before October 31, 2022. The amount of this installment will be the remaining balance after subtraction from the total amount, less the initial retainer and the 2nd installment. All work necessary to the process will be completed well in advance of this date, which will fall into your third budget cycle from inception of the project.

All of our plans will include the same basic services. Our services will include:

1. An initial “workshop” conducted on site in your county to explain the process to members of the commissioners’ court, and any staff or support personnel to be involved in the work. This work will be conducted following the receipt of a signed retainer agreement and payment of the 1st Installment. As we are able to determine the distribution of counties using our services, we will schedule these early meetings in an efficient manner. Preliminary steps will include the drafting of redistricting criteria by which the various redistricting or reapportionment plans will be scored or judged. This preliminary work may be performed, with our assistance, by the executive body of the political body, i.e. the Commissioners Court or by a Citizens Committee appointed to by the Commissioners court to assist the governing body. A citizens committee is sometimes utilized to avoid politicization of the reapportionment process, and to relieve the elected body of the stress or pressure of the process.
2. Drafting of all required multi-language legal notices, documents and supporting charts and maps for all necessary hearings, procedures and implementation.
3. Once the census data is released in early 2021, we will conduct an “Initial Assessment” of your existing political boundaries to determine if these boundaries satisfy legal requirements imposed by either constitutional or statutory requirements. For example, the first determination is whether the 2020 population within existing boundaries remains within the so-called “one-person-one-vote” constitutional standard. This standard generally requires that each political boundary or precinct represented on the local government’s governing body be roughly equal in terms of population. Over time, populations will grow, decline, or shift unequally within the political boundaries of the local governmental entity.
4. If the Initial Assessment reveals a need for reapportionment, we will make that determination and advise you of the need to redraw your political boundaries. Federal law requires that any change of political boundaries to address population equality must also satisfy the Voting Rights Act, which requires that population demographics be considered in the drafting of political boundaries to avoid adverse impact upon minority populations. Finally, the structure of political boundaries must also comply with applicable state law, which does not permit

overlapping election precincts pertaining to commissioner's court precincts, justice of the peace precincts, city wards in some cities, and a variety of other state concerns regarding the administration of elections within each affected political subdivision. Once again, we will guide you through this complex process.

5. Drafting, either by working directly with the Commissioners Court, or with a Citizens Committee appointed by the Commissioners Court, as many as three (3) alternative plans that will satisfy federal and state law, at no additional costs. The three (3) fully developed plans, with complete maps, charts and analysis are included in the Allison, Bass & Magee program. Should your needs require additional alternative plans beyond the three (3) contractual plans provided for, we will quote you a "per plan" fee in advance upon request. This "per plan" fee will include all maps, charts and analysis, in a similar format to those provided under the original contract. Any requested additional plan beyond the minimum three (3), will be billed at our cost, including cost of legal time, support staff, and printing/reproduction costs.
6. Present the alternative plans in not less than one, but no more than two separate public hearings conducted in suitable locations within the political jurisdiction being reapportioned.
7. Following receipt of public comment, we will assist you in the consideration, selection and adoption of a final reapportionment plan, and subsequently prepare all necessary documentation necessary to comply with state and federal law, including legal notice of any hearing in which adoption of a plan will be considered and the recording of the adopted plan to the Secretary of State. Even though the submission of a plan and all necessary documents and supporting information necessary for evaluation by the Department of Justice is no longer required, we strongly believe that the preparation of a comprehensive plan with supporting documentation is necessary to protect you and your tax-payers from possible litigation. Essentially the same level of preparation formerly followed for submission of the adopted plan to the United States Department of Justice for preclearance under the requirements of Section 5 the Voting Rights Act will be continued, but the need for actual submission and preclearance is no longer a requirement. The final product will be provided in a set of binders which should be filed of record in the Minutes of the Commissioners Court, and preserved for use in the event of any litigation regarding your adopted plan.
8. We will coordinate the final adopted plan with the Secretary of State's office to ensure compliance with state law requirements.
9. We will work with your election coordinator/administrator to implement the resulting voting plan for your jurisdiction and seek to coordinate your political boundaries with other political jurisdictions.

In our experience, most political entities prefer alternative proposals to address the variety of interests that are involved in the reapportionment process. Our program provides these options without additional unbudgeted costs. Reasonable reapportionment decisions require reasonable alternatives. Be aware that a lower priced program may unduly restrict the number of alternative plans you can consider.

Additionally, our proposal's payment schedule is in divided into three payments spread over at least three budget years. This spreads the costs of redistricting over future budgets as the services are provided. These payments are:

- (1) an initial fee that will cover the cost incurred to acquire census data and to prepare that data for the Initial Assessment. The Initial Fee is due upon execution of a contract retaining our firm. To ensure availability of this program, enrollment must be executed by no later than October 31, 2020, *but earlier agreements are encouraged, including entering into agreements now in your 2019-20 budget.* We have the capacity of handling a significant number of governmental entities, but we will be careful not to exceed our capacity, *so first come will be first served.*
- (2) a 2nd Installment that will be due October 31, 2021, at the completion of the pre-census preparation for a reapportionment plan.
- (3) A 3rd Installment that will be due October 31, 2022, upon complete implementation of the reapportionment plan.

In the unusual circumstance of litigation, we will be available, under a separate contract, to provide legal counsel, expert testimony, or other support through all phases of litigation including appeal, if necessary, to the United States Supreme Court.

The cost of preparing and submitting a redistricting plan is dependent upon several factors, including the complexity of local demographics, communities of interest, and other political considerations. To a great extent, the degree to which all interested parties are able to reach a consensus will depend upon the quality of the advance planning and coordination of the project. While much of the initial public contact can be performed locally, it is usually to your advantage if our firm participates in that process. With our experience and state-of-the-art computerized mapping system, we can provide immediate responses to citizen and interest group inquiries and proposals.

As attested from the success of our past projects, we have the experience and expertise to successfully assist you in this difficult and complex process. We appreciate your interest in our firm and we would be pleased to have the opportunity to assist in this project. Should you wish to retain our firm, for purposes of conducting the initial assessment, and defer a decision on retention for full services till a later date, we have provided a contract for professional services for that purpose. If you are interested in more information, please let us know.

Sincerely,


James P. Allison


Robert T. Bass


J. Eric Magee

RTB/jm

Enclosures:

Contract for Professional Services – Fixed Rate

cc: County Commissioners Court, Members

IN THE COMMISSIONERS COURT

OF

KAUFMAN COUNTY, TEXAS

FLAT RATE/FIXED FEE CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts, districts or wards, and to conduct periodic reapportionment of such wards to accomplish fair representation and one-person-one-vote balance; and

WHEREAS, the apportionment of the population of the political entity must comply with state and federal statutory requirements regarding election administration and compliance with the Voting Rights Act; and

WHEREAS, professional assistance will assure that the obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Magee, L.L.P. is prepared to provide all necessary professional services to assist the county in this effort;

Kaufman County, acting by and through its Commissioners Court and Allison, Bass and Magee, a Limited Liability Partnership, HEREBY AGREE to the following terms and conditions:

Section 1: STANDARD SERVICES

- A. Allison, Bass & Magee, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the County. These services include, but are not limited to, the following:
 - 1. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of the County election subdivisions of the jurisdiction related thereto, which shall include the County Commissioners Court precincts, the County Justice of the Peace precincts, which include the offices for Constable, if any, and finally, the county election precincts, which make up both the Commissioners Court and Justice precincts.
 - 2. Obtain preliminary population data from the U. S. Census Bureau for the 2020 federal census, and process that data in conformity with the existing county political boundaries data obtained from the Texas Secretary of State and confirmed by the County.

3. Prepare the necessary population and demographic analysis to evaluate existing political subdivisions of the county to ensure that the same meet all legal requirements under State and Federal law, and to provide a written report to the contracting governmental entity of all findings.
 4. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2020 census, Kaufman County and Allison, Bass & Magee, L.L.P. will conclude this agreement as provided in Section 2A below.
 5. Should redistricting be legally required, Allison, Bass & Magee, L.L.P. will, working in conjunction with the County Commissioners Court or any designated citizens committee, prepare no less than THREE (3) ALTERNATIVE REAPPORTIONMENT PLANS, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2B below.
 6. Consult with the County Commissioners Court or its designated citizens advisory committee as needed by mail, telephone, email or facsimile, and will have a representative personally attend no fewer than THREE PHYSICAL APPEARANCES within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the Commissioners Court and/or the Citizens Committee, and not less than two (2) additional meetings with the designated authority to formulate and discuss each alternative plan devised by the Commissioners Court or Citizens Committee. One or either of these two additional meetings may include public hearings intended to present alternative plans to the general public.
 7. Publicize, attend and participate in at least one (1) PUBLIC HEARING on proposed redistricting plans. The Public Hearing may be conducted on the same date as one of the two additional meetings referenced in paragraph 6.
 8. After approval by the Commissioners Court of a reapportionment plan, prepare and file all necessary maps and other documentation to document for any future reference the details of the reapportionment plan, and to submit electronic (digital) files to the Texas Secretary of State for compliance with all state and federal law.
 9. In the event litigation challenges any plan adopted by the County, Allison, Bass & Magee, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.
- B. The contracting governmental entity agrees to provide access to all necessary records and personnel for this project and to fully cooperate with the Attorneys in this project.

Section 2: COMPENSATION

Kaufman County, contracting by and through its Commissioners Court agrees to compensate Allison, Bass & Magee, L.L.P. for its services as follows:

A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2020 Census Data, is \$10,000. The Initial Assessment fee is due not later than October 31, 2020.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity do not require redistricting under state and federal law, and that no legal basis exists for further reapportionment services, there will be no additional costs due beyond the Initial Assessment fee.

B. Further Reapportionment Proceedings Required

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity are unsuitable under state and federal law and services are provided for the reapportionment process, the 2nd Installment of \$15,000 will be due on October 31, 2021.

Upon completion of the project, a final and 3rd Installment Fee of \$15,000 will be due on October 31, 2022.

C. Total Fixed Fee- NOTE: *The Fixed fee does not include the cost of publication or mailing of any notice that may be required by state or federal law. The contracting local governmental entity will bear the cost of such publication or mailing.*

The total fixed fee for services is \$40,000.

EXECUTED on this _____ day of _____, 20_____.

BY: _____
Title: Kaufman County Judge

County Identification Number assigned to the contract as required
by the Ethics Commission: _____

Allison, Bass & Magee, L.L.P.

BY:  _____
Partner: Robert T. Bass