

Mike Hunt
Commissioner Precinct 1

Skeet Phillips
Commissioner Precinct 2



Hal Richards
County Judge

Terry Barber
Commissioner Precinct 3

Ken Cates
Commissioner Precinct 4

NOTICE OF REGULAR MEETING

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Tuesday, April 28, 2020 at 9:00 a.m., in the Kaufman County Commissioners Court Meeting Room located on 100 North Washington Street, Kaufman, Texas 75142**, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

To view meeting by Livestream, please visit the "**County News and Notices**" section on the front page of the Kaufman County Website: www.kaufmancounty.net

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

1. **ROUTINE CORRESPONDENCE.**

2. **CONSENT AGENDA**

- A. **Discuss/Consider** approving proclamation proclaiming the month of May as Motorcycle Safety and Awareness Month in Kaufman County.
- B. **Discuss/Consider** approving the Extension's Office Quarterly Report.
- C. **Discuss/Consider** approving Development Services Quarterly Report.
- D. **Discuss/Consider** approving the Tax Assessor Collectors' Monthly Report.
- E. **Discuss/Consider** approving the Treasurer's Monthly Report.
- F. **Discuss/Consider** approving the Treasurer's Quarterly Investment Report.
- G. **Discuss/Consider** approving Commissioner's Court meeting minutes for April 14, 2020.
- H. **Discuss/Consider** approving deputations of Gary D. Prox and John Howell as Deputy Sheriff's for Kaufman County Sheriff's Department.
- I. **Discuss/Consider** approving the Sheriff's Office Monthly Report.

- 3. **Nehemiah Group**; Presentation and status update on the proposed Spradley Farms Project in Kaufman County Pct. 4.
- 4. **Judge Richards**; Discuss/ Consider approving extending Amended Declaration of Disaster for Public Health Emergency.
- 5. **Raylan Smith**; Discuss/Consider scope of services and contract options for RFP 20-12: 2019 Kaufman County Compensation and Classification Study
- 6. **Raylan Smith**; Discuss/Consider receipt, transfer, and disposal of County owned assets.
- 7. **Raylan Smith**; Discuss/Consider approval of Task Order for Road, Bridge Program Management between Teague Nall and Perkins, Inc. and Kaufman County.

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LAURA A. HUGHES
COUNTY CLERK

8. **Raylan Smith**; Discuss/Consider approval of Modification No. 1 in the amount of \$33,000 for Contract #CEDR90-REP-ST2-012-20 between Texas State Soil and Water Conservation Board (TSSWCB) and Kaufman County.
9. **Raylan Smith**; Discuss/Consider Resolution of Financing and the purchase of a 2019 HAMM GRW180i-10 in the amount of \$139,500.00; utilizing Buyboard Contract #597-19; for Precinct #3.
10. **Commissioner Hunt**; Discuss/Consider approving Advanced Funding Agreement between Kaufman County and TxDOT for Bridge Replacement or Rehabilitation Project CR 110 at Jones Creek.
11. **Commissioner Barber**; Discuss/Consider approving Advanced Funding Agreements between Kaufman County and TxDOT for Bridge Replacement or Rehabilitation Projects CR 279 at Bachelor Creek, CR 312 Muddy Cedar Creek Tributary, and Samuels Road- CR 240 at Little High Point Creek.
12. **Commissioner Barber**; Discuss/Consider order authorizing Memorial Day Fireworks sales.
13. **Commissioner Barber**; Discuss/consider/approve reclassification of Road and Bridge employees and related salary changes.
14. **Commissioner Barber**; Discuss/Consider requesting relief efforts from the Governor and adopting resolution for property owners regarding 2020 property appraisals.
15. **Mary Westbrook**; Discuss/Consider/Approve amending HR Policy to conform with Families First Coronavirus Response Act (FFCRA).
16. **Johnny White**; Discuss/Consider approval of Pretrial Bond Supervision Department Policy and Procedures.
17. **Pam Corder**; Discuss/Consider applying for funding through the office of the Governor, Public Safety Office, Criminal Justice Division Coronavirus Emergency Supplemental Funding (CESF) Program. FY2020.
18. **Monique Hunter**; Discuss/Consider approving letters of support for NCTCOG planning initiatives pursuant to Trinity River Common Vision Program.
19. **Discuss/Consider** approving line item transfers.
20. **Discuss/Consider** claims for payment.
21. **Adjourn Regular Meeting.**

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

<i>Attorney Consultation</i>	<i>Gov't Code §551.071</i>
<i>Real Property</i>	<i>Gov't Code §551.072</i>
<i>Contract being negotiated</i>	<i>Gov't Code §551.0725</i>
<i>Prospective gifts or donations</i>	<i>Gov't Code §551.073</i>
<i>Personnel Matters</i>	<i>Gov't Code §551.074</i>
<i>County Advisory Body deliberations</i>	<i>Gov't Code §551.0745</i>
<i>Security Devices or Security Audits</i>	<i>Gov't Code §551.076</i>
<i>Economic Development negotiations</i>	<i>Gov't Code §551.087</i>

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

- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or

(b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

Signed this the 24th day of April, 2020.

Hal Richards
Hal Richards, Kaufman County Judge

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of meeting of the Kaufman County Commissioners' Court is a true and correct copy of said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 24th day of April, 2020, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Laura Hughes, County Clerk

By: Laura Hughes

Deputy Mr. [Signature]

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.

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2020 APR 24 PM 12:56
LAURA A. HUGHES
COUNTY CLERK
BY: [Signature]

PROCLAMATION of MOTORCYCLE SAFETY

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

***WHEREAS,** it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and*

***WHEREAS,** urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;*

*NOW, **THEREFORE** I, Hal Richards, County Judge of Kaufman County do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this county. Further, I urge all residents to do their part to increase safety and awareness in our community.*

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the County to be affixed this _____ day of _____ in the year 2020.

County Judge, Hal Richards

KAUFMAN COUNTY AGRILIFE EXTENSION

Kaufman County AgriLife Extension offers a diverse array of educational programs, activities, and resources. But they go by many names! They're generally organized under one of our four broad program areas:

- ⇒ Agriculture & Natural Resources
- ⇒ Family & Community Health
- ⇒ 4-H Youth Development
- ⇒ Community Economic Development

QUICK FACTS

Number of teaching contacts:

4,738

Number of programs conducted with Extension:

67

Number of Outreach contacts (email, phone, and social media):

68,170

First Quarter Combined Report

Ralph Davis - CEA - Ag & Natural Resources

AgriLife Extension delivers research-based educational programs and solutions for all Texans

The Texas A&M AgriLife Extension Service offers a diverse array of educational programs, activities, and resources. These range from self-study activities to programs that you can attend. No matter the name, Extension programs are based on objective, research-based, practical information that you can use today.

Livestock and Forage

I started the year with a back operation on January 6th and spent the next 6 weeks on medical leave. During that time my co-workers, administrative assistants, and volunteers picked up my slack by attending meetings, taking phone calls and helping any way they could.

The hog traps were generally being used on a continual basis throughout the month. One trap was down because of a broken camera which we have since replaced. Feral hogs remain a problem in the county and continue to destroy pasture and crop land.



Hog Damage at Stahlman Hay Field

The Livestock and Forage Committee met in January to discuss programming efforts through the year. Twenty six members attended this meeting and agent Carrie Sharp attended in my absence. The Agriculture Increment figures for 2019 were given to this group. Total ag figures for all crops in all areas ending up at \$51,413,982. This is down significantly from 2018, and reflects the depressed cattle prices, very little cotton planted, a drop in a number of other small areas of the ag sector. In March, the annual Upper Sabine Cattleman's Conference was held in Van Zandt County at a local beef cattle producer ranch. This annual event is a joint educational activity between the agents in Rains, Van Zandt and Kaufman counties. This program has been ongoing for 20 years.

Horticulture

The Master Gardeners held their regular monthly meeting each first Monday on the month. They also held Executive Committee meetings and 14 task force meetings over the past three months which are necessary to conduct ongoing educational efforts. In January two programs were conducted. In February 7 programs were conducted and they did 3

programs in March. The annual Peach Pruning program was cancelled because of the Covid-19 pandemic and a change to the way we conduct programs. We also cancelled a series of programs at the Heartland Community.

In January, the Leadership Advisory Board met with agents Katie Sotzing, and Carrie Sharp attending. This meeting focused on upcoming programs the board will sponsor in 2020. At this time, programs are on hold until we get more information on doing a face to face program.

Since the Covid-19 pandemic, we have all had to figure out how to work in a different manner. The agents in District 4 have come up with a series of ag programs called LIVE IN THE FIELD and are shown each Friday at noon. Just go to Facebook and search for LIVE IN THE FIELD. The programs are fun, educational, and only run about 20 minutes per program. Extension is continuing to do educational programs each week that we hope will benefit the citizens of Texas.

Katie Sotzing-Health Educator- Family & Community Health

Family & Community Health – Kaufman County

The Family & Community Health area of Texas A&M AgriLife – Kaufman County helps Texans better their lives through science-based educational programs designed to improve the overall health and wellness of individuals, families, and communities.

CRASE Training

In collaboration with the Kaufman County Extension Leadership Advisory Board, on February 6th at First Methodist Church, Kaufman, the Citizens Response to Active Shooter Event was taught by the Kaufman County's Sheriff's office. 102 people attended the training. We had great feedback and everyone learned how to protect themselves. C.R.A.S.E is a program offered by law enforcement to schools, businesses, churches and community members for direction and presentations on what to do if confronted with an active shooter event.

The course is built on the avoid, deny, defend (A.D.D) strategy developed by ALERRT in 2004, providing strategies, guidance, and a proven plan for surviving an active shooter event.



Cooking Well with Diabetes

Cooking Well with Diabetes cooking school is a series of four interactive, fun lessons packed with research-based information and delicious diabetes friendly recipes. The classes consist of Cooking Demonstrations and power point lectures to help people with diabetes and family members who cook for diabetic family. During January and February, the series was held in collaboration with Texas Health Presbyterian Hospital of Kaufman on two Saturdays during the Diabetes Support Group. The Lessons include Carbohydrate Foods, Making Recipes for Fat Better for You, Double-Pleasure Side Dishes and Celebrating Sensibly with Diabetes.

January Class attendance – 27 attended

February Class attendance – 32 attended

Fresh Start to a Healthier You

Better Living for Texans is a statewide SNAP nutrition education program for adults and kids who want to learn how to eat well and save money. "A Fresh Start to a Healthier You" which includes research-based lessons that integrate the importance of healthy nutrition with an emphasis on increasing fruit and vegetable intake, physical activity, food safety, and food resource management. A four-lesson series was held in collaboration with Kaufman Head Start.

Lesson 1 attendance – 6

Lesson 2 attendance – 7

Lesson 3 attendance – 6

Lesson 4 attendance – 5

Temple Ministry for Bethlehem Baptist Church in Terrell began the series in January, with 21 people attending. February was their second lesson and 14 attended. They will continue the series once the CoVid-19 social distancing restrictions are lifted.

Instant Pot Class at FBC-Kaufman

On March 5, for Senior Connect First Baptist Church at Kaufman, Katie presented a program to demonstrate the Electric Pressure Cooker to 33 Seniors. She explained how the updated pressure cooker worked in comparison with the Pressure cookers used on the stovetop. She cooked Taco Pasta, Eggroll in a Bowl and hard-boiled eggs for everyone to sample. Everyone was able to take home a collection of recipes. An anonymous donor was so generous to give an Instant Pot and it was given as a door prize.

Master Wellness Volunteer Training

The Master Wellness Volunteer initiative is a Texas A&M AgriLife Extension Service program that will provide volunteers with 40 hours of training in health and nutrition education. In return, the volunteers agree to give back 40 hours of service. The volunteer opportunities are diverse – giving presentations for local community groups, assisting with periodic cooking schools, distributing information at health fairs, and much more. Previous health or wellness training is not required, but an interest in living healthfully and helping others do the same. sessions. A statewide training class for new volunteers was held in January and February with 1 new volunteer. The class was a combination of face to face meetings and online training. The training lasted 5 weeks, first and last training face-to-face with 3 weeks' self-study on-line training.

1 Newly trained Master Wellness Volunteer Intern

14 Active Master Wellness Volunteers

Other 2020 First Quarter Activities

Terrell Head Start Policy Council Meetings

Professional Development Summit for East Region Family & Community Health Agents

Kaufman County 4-H Food Challenge

Mental Health First Aid Classes – Gainesville and Corsicana

Still Waters Nutrition Class

Handwashing Class with Kindergarteners in Crandall.

Online Planning Meetings

CoVid-19 Educational Information Sharing

Development of Online Classes during Social Distancing Restrictions

Carrie Sharp- CEA - 4-H and Youth Development

4-H empowers them to be true leaders. Through learning and leadership experiences and with the support of caring adults, youth in 4-H build the skills they need for a lifetime. These “True Leaders” are youth who make and build connections with peers and adults.

4-H Livestock

36 youth participated in 3 ½ stock shows this spring

- ❖ **Fort Worth, San Angelo, San Antonio and 1st week of Houston.**
- ❖ Projects shown - Breeding Rabbits, Poultry, Dairy Goats, Breeding Gilts, Market Lambs, Market Goats, Breeding Heifers, Longhorns, Market Steers, and Breeding Sheep.
- ❖ In addition, we had youth participate rodeo in the San Antonio Junior Rodeo and the Calf Scramble at all 4 stock shows.
- ❖ This year we totaled in the Junior Show with the **three shows 13 division champions with 6 of those moving up to breed champions at the shows.**
- ❖ To date Kaufman County 4-H has **brought home over \$13,000 in scholarships or scramble certificates plus over \$1,200 in premium prize money** for their efforts in showing their projects. But more important to me is the lessons learned and the memories made with the families



and the youth. We are still waiting for premium money for the youth from the last 3 stock shows but to say the least.... Kaufman County was VERY WELL represented at these events.

4-H Food & Nutrition and Textile Projects

Kaufman County also participated in the Food Challenges at San Angelo and San Antonio

- ❖ Kemp 4H Intermediate team placed 6th at the San Angelo Youth Food Challenge. Extremely proud of the Kemp 4-H coaches Amy Henderson and Mylinda Burks for the time training and traveling with those youth.
- ❖ Leaders in the County Liners 4-H Club and the Kemp 4-H Club hosts **weekly practices with the Foods & Nutrition Practices for 42 youth.**
- ❖ In February we hosted a successful County Food Challenge and Food Show. We had 3 junior teams, 3 Intermediate teams, 1 senior team participate in the Food Challenge and 5 youth participate in the food show. The success of the Food project volunteer leaders in the growth of the foods project is a blessing to Kaufman County.

Kemp 4-H started a **Quilting group** and have 14 youth learning how to make the basic blocks.

- ❖ 8 finished quilts were entered into the county fair.



Other 4-H Programming

The **Robotics group** is meeting weekly and prepping for spring contests.

The **Shooting Sports Rifle and Archery** group meet 3 times a month and will have their first competition of the spring in April.

4-H Curriculum Enrichment

January to March the CEA and the 2 Program Assistants **conducted over 13 programs in 17 elementary schools and 184 classrooms to help over 3,483 students learn** about Hatching in the Classroom, Plant Science, Seed Germination, Entomology, Garden in the Glove, Water Cycle, Soils, States of Matter, Mobile Dairy and Texas Commodities.

Virtual Programming

- ❖ Mid-March, schools went to COVID-19 procedures, this CEA and the 2 Programs Assistants started work on producing virtual lessons for the teachers to use of the programs that were scheduled for the remaining of the school year. **First program developed and completed was the water stream trailer has been used by more than 42 teachers to date with over 283 page views.**

That program can be viewed at - <https://counties.agrilife.org/kaufman/virtualwaterstreamtrailer/>

Password is Water-2020

- ❖ **Kaufman County partnered with Collin County 4-H Agent Amanda Parks who started a Virtual Hatching in the Classroom** with daily reports on what is happening in the incubator.
- ❖ We started the plant science project of 30 Day bean plant to help with hands on activities at home.

CONTACT INFORMATION – KAUFMAN AGRILIFE EXTENSION

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Ralph Davis, rs-davis@tamu.edu
Ag and Natural Resources

<http://www.kcmga.org/> <https://www.facebook.com/kcmga/>

Katie Sotzing, km-phillips@ag.tamu.edu
Family and Community Health

<https://www.facebook.com/HealthyKaufmanCounty/>

Carrie Sharp, cl-sharp@tamu.edu
4-H and Youth Development

<http://kaufman4hcouncil.blogspot.com/> <https://www.facebook.com/Kaufmancounty4h/>

Upcoming Events

4-H and Youth Development Virtual and Social Distancing Programs

County 4-H "Watch Party"

- Since Face to Face meetings were cancelled, the Kaufman County 4-H Leaders group and 4-H Youth council is hosting 2 "live in Kaufman county" events to keep the 4-H members connected.

4-H Club are meeting via ZOOM

- Robotics is meeting weekly, Livestock Club and Kemp 4-H has joined to host weekly project trainings
- Horse Club is participating in the District Horse Project online workshops and the "Ride the Pony Express Trail!!"

At Home Virtual Learning Experiences

- This agent updated the County webpage for youth each week with new At-Home Activities to try.
- <https://kaufman.agrilife.org/vle/at-home-virtual-learning/>

"Create a little sunshine" for Ronald McDonald House and Children's Medical Center

- Cards are being made for the youth patients
- Kaufman County Livestock 4-H'ers are giving time to give "Live Visits" to the youth patients. They talk live stream to the kids with their projects standing (or sitting right with them) and the kids ask questions about their projects.

"4-H Crappie Fishing Challenge"

- Skill-a-thons, Cooking contest, fishing safety, and fishing (they submit pictures of the crappie they catch with a daily mystery item to make for sure the fish was caught on a given day.

"Online Hatching in the Classroom"

"Livestock 101 series" - Several online programs are being offered to help the 4-H/FFA members prepare for the next show season.

"Jumping into Junk Drawer STEM" - Online series to teach youth about the basic of robotic mechanics. (This program cost \$50 IF the participants need the supplies sent to them.)

"Explore Food Challenge" & "Explore Cooking in the Kitchen" - 2 different workshops

- Participants get to learn about foods, daily nutritional requirements, food costs and substituting ingredients.

"Adulthood 101" - Weekly series for youth on Stress Management, Financial Aid, and Life Lessons.

"Online Ag Day Sessions" featuring videos on sheep, cattle, and cotton. More species are being made to supplement the Ag Days Cancelled.

Weekly At Home STEM project activities - These are emailed out and put on social media for families and youth to participate in. They are posted on the District 4-H FB page, the county FB page and emailed to members families. Also sharing with local libraries and children homes (Sample of this month)

Force and Friction

Paper Crafting

Intelligent Eggs

Herbs in a Jar

Simple & Healthy Lunch

All Virtual programs are free for 4-H families and the public (with the exception of the STEM workshops where supplies are sent to the participants).

Ag and Natural Resources Virtual and Social Distancing Programs

"Turfie Tuesdays with AggieTurf" - search the FaceBook for AggieTurf

Facebook users that follow our AggieTurf page will have the opportunity to see new videos every Tuesday on a timely turf-related topic. The following Monday of each week at 6PM, one of our Extension experts will join you for some live Q&A on any questions you may have from the previous week's video or other relevant turf topics.

Upcoming Topics and Discussions:

4/13 LIVE discussion with Dr. Chrissie Segars on Turf Selection

4/14 New video posting: General Turfgrass Management

4/20 LIVE discussion with Dr. Becky Bowling on Turf Management

4/21 New video posting: Lawn Fertilization

4/27 LIVE discussion with Dr. Becky Bowling on

Lawn Fertilization
4/28 New video posting: Turfgrass Disease Management
5/4 LIVE discussion with Dr. Chrissie Segars on Turf Disease Management

5/5 New video posting: Turfgrass Insect and Weed Management
5/11 Live discussion with Dr. Segars on Insect and Weed Management

"Live in the Field" – All educational videos will be made available on the Live in the Field Facebook Page at 12pm (noon) on Thursdays. Look for us at <https://fb.me/LiveInTheFieldTxExt>

April 23rd- Managing Pond Algae

April 30th- Importance of Pond Water Testing

Family Community Health Virtual and Social Distancing Programs

ALL Family and Community Health online Programs and information is announced on Facebook. Join the Healthy Kaufman County – Texas A&M AgriLife Extension Page.

Balanced Living Series – Balanced living is achieved by taking appropriate care of all areas of life. Individuals achieve greater life balance when they do not let one area of life take over all their time at the expense of other priorities. This 5 lesson Series will focus on *Balancing Your Time, Managing Your Stress, Feeding Your Body, Moving Your Body, & Resting Your Body.*

April 28, 30, May 5, 7, & 12 at 2:00 pm Registration <https://agriliferegister.tamu.edu/FCH> .

Walk & Talk for Families - Walk & Learn through an 8-week interactive Nutritional Bear Hunt! Each week will feature a different fruit and vegetable for your family to explore. Participants will receive nutritional information, recipes, and fun supplemental activities for youth.

May 4 to June 26

Registration <https://rains.agrilife.org/walktalk/> <http://howdyhealth.org>

It's Just Dollars & Sense Series – a basic class that includes topics such as being financially organized, knowing where your money goes, and developing budgets. The Series goal is to help participants discover where they are in their personal financial situation and to improve their overall financial well-being.

April 20, 23, 27

Registration <http://dollarsandsense.tamui.edu>

Master of Memory Series – A 6 Lesson Series to help older adults understand how memory works, identify ways to improve memory and pinpoint things in everyday life that may affect memory.

May 6, 13, 20, 27, June 3, 10

Registration https://agrilife.az1.qualtrics.com/ife/form/SV_bvVBTNjYuW7oeA5

Health Talk Express Series – Short research-based talks to promote healthy living: Stress: Friend or Foe; Stress Less – Mind Matters, Be F.A.S.T. to Prevent a Stroke.

May 13, 20, 27

Registration to be announced

Walk Through Texas History – a 4-week program designed to help Texans establish the habit of regular physical activity while learning the rich history of Texas. Each Adult team may include up to 8 team members, all working together to reach designated goals while following along legendary historical (virtual) paths created by fellow Texans.

May 5-30

Registration <http://howdyhealth.org>

Cooking Well for Healthy Blood Pressure Series -

An online cooking school designed to help those concerned about high blood pressure and anyone who prepares meals for them. This series of 3 classes is full of research-based information and healthy recipes. Sessions include: DASH-ing Your Way to Improved Health, A Virtual Grocery Store Tour, and Cooking with Spices and Herbs.

May 5, 12, 19

Registration to be announced

Development Services Quarterly Report

Financials

911 Addressing

Add-on Permit

Application OSSF Residential

Application OSSF Commercial

Contract Renewal OSSF

Culvert Permits

Public Information Request

Subdivisions

Flood Plain Permit

Totals

	<u>20-Jan</u>	<u>19-Jan</u>	<u>20-Feb</u>	<u>19-Feb</u>
	\$1,320.00	\$3,080.00	\$21,680.00	\$960.00
	\$1,000.00	\$1,000.00	\$800.00	\$1,000.00
	\$14,040.00	\$14,040.00	\$8,280.00	\$11,880.00
	\$0.00	\$0.00	\$0.00	\$610.00
	\$20,175.00	\$21,325.00	\$18,550.00	\$20,115.00
	\$975.00	\$825.00	\$900.00	\$450.00
	\$10.00	\$20.00	\$30.00	\$20.00
	\$1,000.00	\$4,960.00	\$2,023.70	\$805.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$39,520.00	\$45,250.00	\$52,263.70	\$35,840.00

2019 1st Quarter=

\$ 128,690.00

Total for the Quarter=

\$153,958.70

	<u>20-Mar</u>	<u>19-Mar</u>
	\$21,720.00	\$1,160.00
	\$400.00	\$1,200.00
	\$12,960.00	\$19,080.00
	\$3,660.00	\$2,440.00
	\$21,800.00	\$21,250.00
	\$825.00	\$1,350.00
	\$10.00	\$10.00
	\$800.00	\$860.00
	\$0.00	\$250.00
	\$62,175.00	\$47,600.00

Workload Report

Inspections

Working Complaints

Unable to Locates

Follow-Ups

Court Cases Filed

New Permits

Add-on Permits

Contracts Received

Service Inspections Rec.

Addresses in GIS

Errors Fixed (COG)

Maps Printed

Prelim Addresses

Site Checks

Road Segments

Comm Towers

FloodPlain Request

Map Creations

Completed Subdivisions

	<u>20-Jan</u>	<u>19-Jan</u>	<u>20-Feb</u>	<u>19-Feb</u>
	32	42	45	26
	687	483	511	634
	14	33	149	46
	333	232	319	256
	40	198	25	67
	39	34	23	35
	5	5	4	5
	368	667	394	669
	2488	2070	2249	2207
	244	75	519	875
	NR	110	NR	120
	0	44	34	10
	503	45	365	60
	1	42	1	25
	146	6	205	10
	23	NR	14	NR
	6	NR	12	NR
	2	15	39	6
	1	7	3	2

	<u>20-Mar</u>	<u>19-Mar</u>
	30	52
	643	893
	284	25
	83	163
	83	67
	41	52
	2	6
	427	609
	2385	1291
	586	400
	NR	20
	0	15
	621	40
	1	27
	65	15
	36	NR
	0	NR
	5	10
	1	3

NR= Not Reported

MARCH 2020

KAUFMAN COUNTY

CURRENT	\$554,884.52
DELINQUENT	\$44,786.78
TOTAL COLLECTED	\$599,671.30
DEFERRAL (UNPAID)	\$80,826.48

ROAD & BRIDGE

CURRENT	\$115,250.02
DELINQUENT	\$8,865.65
TOTAL COLLECTED	\$124,115.67
DEFERRAL (UNPAID)	\$13,348.28

ROLLBACK

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

KAUFMAN COUNTY 2019-2020					
MARCH 2020					
	CURRENT ROLL			DELINQUENT ROLL	
	2019 ONLY			2018 AND OLDER	
GENERAL FUND	M&O	I&S	%	AMOUNT	%
Adjusted Tax Levy Roll	\$39,912,248.35	\$6,846,875.85	100.00%	\$1,734,693.45	100.00%
Amount to be collected	\$2,060,843.46	\$353,533.44	5.16%	\$1,332,607.74	76.82%
Amount collected this month	\$473,762.34	\$81,122.18		\$44,786.78	
Taxes collected year to date	\$37,852,345.71	\$6,493,342.41	94.84%	\$402,085.71	23.18%
Penalty & Interest collected	\$61,876.03	\$10,614.63		\$110,944.01	
SIT Overage	\$19,594.61	\$0.00		\$0.00	
Appraisal Rendition Commission	\$1,347.19	\$0.00		\$38.46	
TOTAL COLLECTIONS YEAR TO DATE	\$37,932,469.16	\$6,503,957.04		\$512,991.26	
TOTAL M&O AND I&S COLLECTIONS YTD	\$44,436,426.20				
Rollback Taxes collected this month	\$0.00				
Rollback Taxes collected year to date	\$95,846.69				
Attorney Fees collected	\$3,170.83			\$79,157.01	
KAUFMAN COUNTY ROAD & BRIDGE 2019-2020					
MARCH 2020					
	CURRENT ROLL			DELINQUENT ROLL	
	2019 ONLY			2018 AND OLDER	
	AMOUNT		%	AMOUNT	%
Adjusted Tax Levy Roll	\$10,194,404.49		100.00%	\$309,296.82	100.00%
Amount to be collected	\$502,315.35		4.93%	\$228,549.98	73.89%
Amount collected this month	\$115,250.02			\$8,865.65	
Taxes collected year to date	\$9,692,089.14		95.07%	\$80,746.84	26.11%
Penalty & Interest collected	\$15,903.35			\$20,848.60	
SIT Overage	\$4,372.56			\$0.00	
Appraisal Rendition Commission	\$300.68			\$8.13	
TOTAL COLLECTIONS YEAR TO DATE	\$9,712,064.37			\$101,587.31	
Rollback Taxes collected this month	\$0.00				
Rollback Taxes collected year to date	\$17,147.09				
Attorney Fees collected	\$698.15			\$16,065.11	

MARCH 2020

KAUFMAN COUNTY

CURRENT	\$554,884.52
DELINQUENT	\$44,786.78
TOTAL COLLECTED	\$599,671.30
DEFERRAL (UNPAID)	\$80,826.48

ROAD & BRIDGE

CURRENT	\$115,250.02
DELINQUENT	\$8,865.65
TOTAL COLLECTED	\$124,115.67
DEFERRAL (UNPAID)	\$13,348.28

ROLLBACK

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

KAUFMAN COUNTY 2019-2020					
MARCH 2020					
	CURRENT ROLL			DELINQUENT ROLL	
	2019 ONLY			2018 AND OLDER	
GENERAL FUND	M&O	I&S	%	AMOUNT	%
Adjusted Tax Levy Roll	\$39,912,248.35	\$6,846,875.85	100.00%	\$1,734,693.45	100.00%
Amount to be collected	\$2,060,843.46	\$353,533.44	5.16%	\$1,332,607.74	76.82%
Amount collected this month	\$473,762.34	\$81,122.18		\$44,786.78	
Taxes collected year to date	\$37,852,345.71	\$6,493,342.41	94.84%	\$402,085.71	23.18%
Penalty & Interest collected	\$61,876.03	\$10,614.63		\$110,944.01	
SIT Overage	\$19,594.61	\$0.00		\$0.00	
Appraisal Rendition Commission	\$1,347.19	\$0.00		\$38.46	
TOTAL COLLECTIONS YEAR TO DATE	\$37,932,469.16	\$6,503,957.04		\$512,991.26	
TOTAL M&O AND I&S COLLECTIONS YTD	\$44,436,426.20				
Rollback Taxes collected this month	\$0.00				
Rollback Taxes collected year to date	\$95,846.69				
Attorney Fees collected	\$3,170.83			\$79,157.01	
KAUFMAN COUNTY ROAD & BRIDGE 2019-2020					
MARCH 2020					
	CURRENT ROLL			DELINQUENT ROLL	
	2019 ONLY			2018 AND OLDER	
	AMOUNT		%	AMOUNT	%
Adjusted Tax Levy Roll	\$10,194,404.49		100.00%	\$309,296.82	100.00%
Amount to be collected	\$502,315.35		4.93%	\$228,549.98	73.89%
Amount collected this month	\$115,250.02			\$8,865.65	
Taxes collected year to date	\$9,692,089.14		95.07%	\$80,746.84	26.11%
Penalty & Interest collected	\$15,903.35			\$20,848.60	
SIT Overage	\$4,372.56			\$0.00	
Appraisal Rendition Commission	\$300.68			\$8.13	
TOTAL COLLECTIONS YEAR TO DATE	\$9,712,064.37			\$101,587.31	
Rollback Taxes collected this month	\$0.00				
Rollback Taxes collected year to date	\$17,147.09				
Attorney Fees collected	\$698.15			\$16,065.11	

KAUFMAN COUNTY 2018-2019						
MARCH 2019						
	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
GENERAL FUND	M&O	I&S	%	AMOUNT	%	
Adjusted Tax Levy Roll	\$38,204,293.93	\$4,455,999.03	100.00%	\$2,045,509.91	100.00%	
Amount to be collected	\$1,677,656.29	\$195,667.92	4.39%	\$1,462,481.42	71.50%	
Amount collected this month	\$553,584.65	\$64,578.30		\$81,003.21		
Taxes collected year to date	\$36,526,637.64	\$4,260,331.11	95.61%	\$583,028.49	28.50%	
Penalty & Interest collected	\$72,962.27	\$8,509.71		\$116,884.85		
SIT Overage	\$6,996.57	\$0.00		\$0.00		
TOTAL COLLECTIONS YEAR TO DATE	\$36,606,596.48	\$4,268,840.82		\$699,913.34		
TOTAL M&O AND I&S COLLECTIONS YTD	\$40,875,437.30					
Rollback Taxes collected this month	\$16,008.21					
Rollback Taxes collected year to date	\$287,903.77					
Attorney Fees collected	\$3,768.35			\$78,512.30		
KAUFMAN COUNTY ROAD & BRIDGE 2018-2019						
MARCH 2019						
	CURRENT ROLL			DELINQUENT ROLL		
	2018 ONLY			2017 AND OLDER		
	AMOUNT		%	AMOUNT	%	
Adjusted Tax Levy Roll	\$9,509,917.91		100.00%	\$336,193.13	100.00%	
Amount to be collected	\$392,524.51		4.13%	\$233,497.83	69.45%	
Amount collected this month	\$128,782.28			\$14,355.40		
Taxes collected year to date	\$9,117,393.40		95.87%	\$102,695.30	30.55%	
Penalty & Interest collected	\$18,307.34			\$20,086.38		
SIT Overage	\$1,607.74			\$0.00		
TOTAL COLLECTIONS YEAR TO DATE	\$9,137,308.48			\$122,781.68		
Rollback Taxes collected this month	\$2,806.78					
Rollback Taxes collected year to date	\$49,986.75					
Attorney Fees collected	\$864.69			\$14,481.22		

Kaufman County Treasurer Monthly Report

March 1, 2020 - March 31, 2020

Monthly Cash Summary-General Fund (Fund 10)					
Accounts	Current Month				Last Year
	Beginning Balance	Deposits	Disbursements	Ending Balance	Ending Balance
American National Bank	\$19,081,455.78	\$1,419,828.08	\$4,037,727.67	\$16,463,556.19	\$10,187,246.97
TexPool-Invested	\$1,859,533.45	\$5,005,378.18	\$0.00	\$6,864,911.63	\$15,217,470.19
TexasCLASS-Invested	\$11,012,734.85	\$5,017,415.39	\$0.00	\$16,030,150.24	\$0.00
Cash Total-Fund 10	\$31,953,724.08	\$11,442,621.65	\$4,037,727.67	\$39,358,618.06	\$25,404,717.16

Monthly Cash Summary-Other Funds in ANBTX					
Fund	Beginning Balance	Receipts	Disbursements	Ending Balance	Ending Balance
Construction Projects-44	\$0.01	\$0.00	\$0.00	\$0.01	\$0.01
2015 Bond I&S-61	\$954,288.94	\$16,588.07	\$0.00	\$970,877.01	\$33,481.24
Jail Const I&S-62	\$187,472.64	\$23,989.25	\$15,619.59	\$195,842.30	\$55,239.96
SIB I&S Debt-63	\$464,862.00	\$6,092.28	\$0.00	\$470,954.28	\$114,069.22
Road Bond I&S-64	\$1,397,435.19	\$39,722.40	\$1,200,000.00	\$237,157.59	\$1,171,585.30
Road Bond-128	\$266,536.57	\$450,742.73	\$496,384.63	\$220,894.67	\$449,663.13
Road Bond-136	\$0.00	\$40,000,055.46	\$39,900,000.00	\$100,055.46	\$0.00
Facilities Bond-137	\$0.00	\$20,000,028.14	\$19,900,000.00	\$100,028.14	\$0.00
Road Bond I&S-161	\$0.00	\$612.49	\$0.00	\$612.49	\$0.00
Facilities Bond I&S-162	\$0.00	\$1,667.00	\$0.00	\$1,667.00	\$0.00
Cash Total-Other Funds	\$3,270,595.35	\$60,539,497.82	\$61,512,004.22	\$2,298,088.95	\$1,824,038.86

Other Funds-Invested					
Fund	Beginning Balance	Receipts	Disbursements	Ending Balance	Ending Balance
Const Projects-44-TexPool	\$173.05	\$0.29	\$0.00	\$173.34	\$169.70
Road Bond I&S-64-TexPool	\$159.70	\$0.21	\$0.00	\$159.91	\$156.35
Road Bond-128-TexPool	\$10,115,382.22	\$11,159.65	\$450,000.00	\$9,676,541.87	\$18,701,962.21
Road Bond-128-TexasCLASS	\$0.00	\$1,200,200.04	\$0.00	\$1,200,200.04	\$0.00
Road Bond-136-TexasCLASS	\$0.00	\$39,908,027.28	\$0.00	\$39,908,027.28	\$0.00
Fac. Bond-137-TexasCLASS	\$0.00	\$19,904,003.58	\$0.00	\$19,904,003.58	\$0.00
Total-Other Funds Inv.	\$10,115,714.97	\$61,023,391.05	\$450,000.00	\$70,689,106.02	\$18,702,288.26

Average Yield - TexPool Investment Accounts:

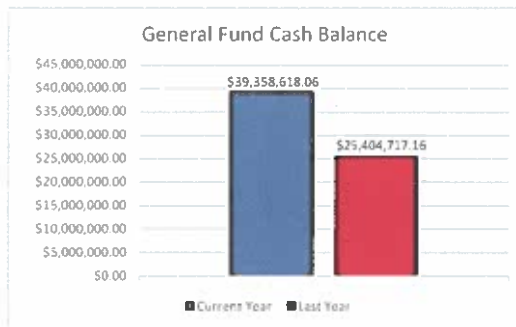
1.4035%

Average Yield - TexasCLASS Investment Accounts:

1.4755%

Interest Earned During Period Covered By This Report	
Interest on accounts in ANB	\$10,464.68
Interest on TexPool investments	\$16,538.33
Interest on TexasCLASS investments	\$29,646.29
Total Interest Earned During Period:	\$56,649.30
Total Interest Earned Same Period Last Year:	\$92,293.76

American National Bank's Collateralization	
All Funds in ANB as of end of the month:	\$29,205,615.51
Total Market Value of Securities Pledged:	\$89,861,093.02
Pledged as a percentage of total funds:	307.68%



Certified by: Karen MacLeod
Karen MacLeod, Kaufman County Auditor

This report was presented to Commissioners' Court of Kaufman County, Texas, on the 28th Day of April, 2020.

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

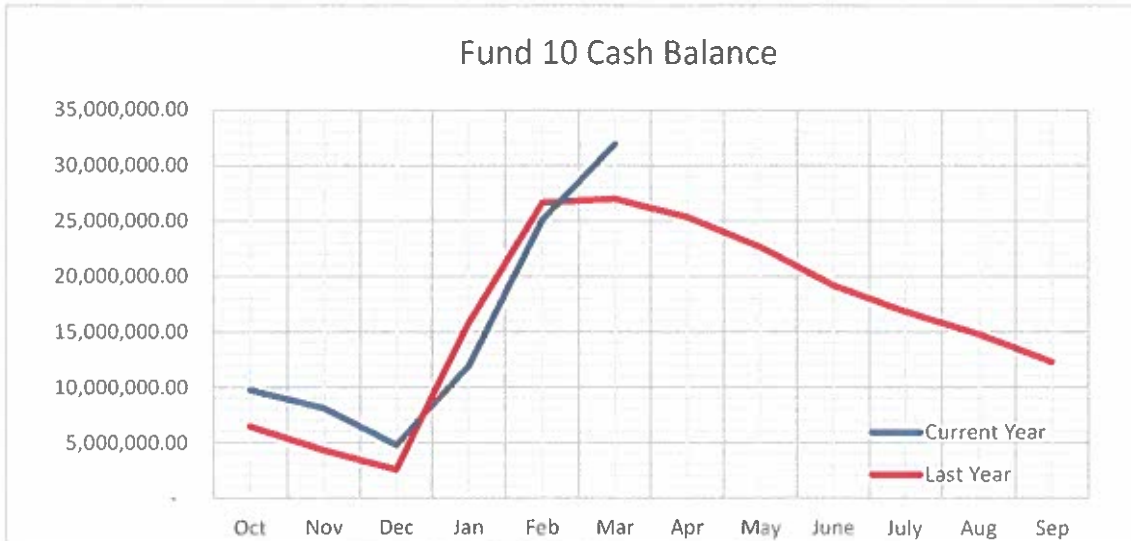
For the period ending:		March 31, 2020
Description of activity:	Current Period	Last Year
Receipts dated within report period:	366	428
Accounts payable checks processed:	664	658
Juror checks processed:	475	166
DA asset forfeiture checks:	4	2
Total payrolls processed during period:	3	2
Bank reconciliations completed:	39	29
Transfers, wire, ACH, ATR:	41	7
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).

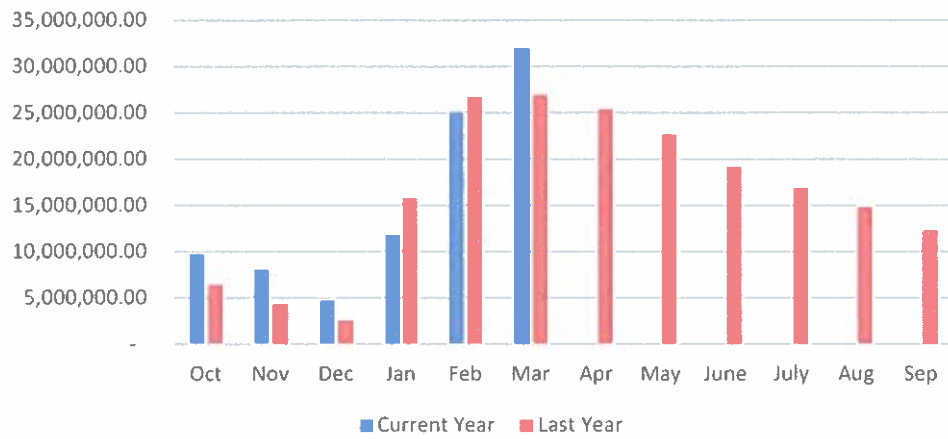
Long-Term Debt Owed by Kaufman County

Balance owed as of:		March 31, 2020
Obligation:	Current Period	Last Year
2015 Series Radio Bond I&S (61)	\$972,012.50	\$1,292,887.50
2012 Bond Issue - Jail (62)	\$3,538,150.00	\$5,292,850.00
2013 Tax Note - Construction (62)	\$0.00	\$0.00
TxDot Transportation SIB (63)	\$342,571.87	\$457,658.76
2014 Road Bond (64)	\$42,525,556.25	\$43,526,450.00
2016 Road Bond (64)	\$32,765,500.00	\$34,282,400.00
Total Long-Term Debt:	<u>\$80,143,790.62</u>	<u>\$84,852,246.26</u>

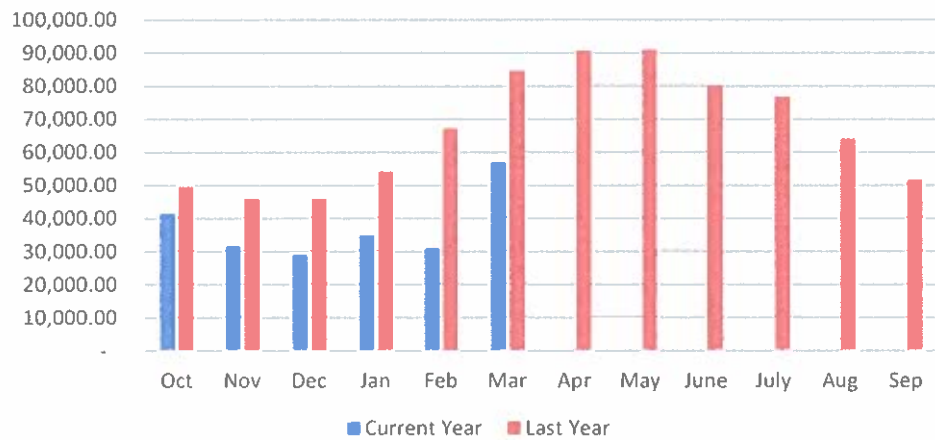
This information is provided pursuant to Local Government Code, Section 114.026 (a)(2).



Fund 10 Cash Balance



Earnings on Cash Invested



Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
010-0000-101	GENERAL FUND - CASH	19,081,455.78	1,419,828.08	-4,037,727.67	16,463,556.19
011-0000-101	REGIONAL CALL CTR CONST. CASH	.00	.00	.00	.00
012-0000-101	WIRE TRANSFER FUND	2,857.27	1.01	.00	2,858.28
013-0000-101	KSO FEDERAL SEIZED CASH	91,155.03	.00	-8,154.12	83,000.91
014-0000-101	KSO ASSET FORFEITURE CASH	60,286.04	286.00	-2,222.69	58,349.35
015-0000-101	D.A. ASSET FORFEITURE FUND	79,328.07	181.52	-6,191.98	73,317.61
016-0000-101	INDIGENT HEALTH CARE	101,716.94	275.33	-54,052.26	47,940.01
017-0000-101	GENERAL FUND MWI	.00	.00	.00	.00
018-0000-101	DA CHECK CASH	.00	.00	.00	.00
019-0000-101	KAUFMAN CO EMERGENCY SHELTER	-74,737.75	62,896.08	-56,024.27	-77,865.94
020-0000-101	MAIN ROAD & BRIDGE CASH	2,330,061.75	270,824.39	-230,478.35	2,370,407.79
021-0000-101	R&B PCT 1 CASH	1,487,762.13	52,026.38	-258,383.48	1,281,405.03
022-0000-101	R&B PCT 2 CASH	1,918,268.93	402,147.14	-184,098.42	2,216,317.65
023-0000-101	R&B PCT 3 CASH	1,293,453.73	57,117.66	-188,577.88	1,161,993.51
024-0000-101	R&B PCT 4 CASH	2,983,762.36	75,333.55	-234,879.14	2,824,216.77
025-0000-101	LAW LIBRARY CASH	177,918.38	1,050.00	-11,699.38	167,269.00
026-0000-101	KC LIBRARY CASH	44,732.14	75.35	-16,086.41	27,921.08
027-0000-101	GENERAL ROW CASH	5,390.76	.00	.00	5,390.76
028-0000-101	LAKE DAM MAINTENANCE CASH	24,892.53	.00	.00	24,892.53
029-0000-101	CRIMINAL JUSTICE CASH	229,787.39	80,398.18	-13.08	310,172.49
030-0000-101	VOTER REGISTRATION CASH	-2,714.69	.00	.00	-2,714.69
031-0000-101	PROBATE EDUCATION CASH	6,070.73	948.35	.00	7,019.08
032-0000-101	INSURANCE CASH	.00	.00	.00	.00
033-0000-101	COMMUNITY CORRECTION CASH	32,656.80	69,087.00	-15,907.96	85,835.84
034-0000-101	ADULT PROBATION CASH	690,301.52	253,464.12	-174,942.83	768,822.81
035-0000-101	JUVENILE PROBATION CASH	190,926.28	45,313.00	-75,987.85	160,251.43
036-0000-101	APPELLATE JUSTICE CASH	26,596.05	150.00	.00	26,746.05
037-0000-101	INTENSIVE SUPERV. CASH	.00	.00	.00	.00
038-0000-101	JUV PROBATION DIVERSION CASH	192.00	80.00	.00	272.00
039-0000-101	VEHICLE IMPOUND CASH	.00	.00	.00	.00
040-0000-101	JUVE PROBATION FEE CASH	6,953.03	.00	.00	6,953.03
041-0000-101	SEX OFFENDER CASH	.00	.00	.00	.00
042-0000-101	RECORDS MGMT CASH	207,795.37	33,037.71	-16,639.88	224,193.20
043-0000-101	LIBRARY MEMORIAL CASH	3,892.39	950.00	.00	4,742.39
044-0000-101	CONSTRUCTION PROJECTS - CASH	.01	.00	.00	.01
045-0000-101	COURTHOUSE SECURITY CASH	231,022.02	6,047.73	-171.49	236,898.26
046-0000-101	CCT RECORDS MGMT CASH	91,714.26	1,194.94	.00	92,909.20
047-0000-101	DC RECORDS MGMT CASH	129,656.06	298.82	.00	129,954.88
048-0000-101	PCT 1 SW CONV CASH	58,808.56	5,804.50	-17,617.16	46,995.90
049-0000-101	FIRE CODE CASH	192,223.06	14,589.40	.00	206,812.46
050-0000-101	REGIONAL ICBP GRANT CASH	.00	.00	.00	.00
051-0000-101	JUV IV-E PROBATION CASH	45,773.70	.00	.00	45,773.70
052-0000-101	JPO STATE AID LVL 1-3 CASH	.00	.00	.00	.00
053-0000-101	CCL DIVERSION CASH	59,125.43	455.00	-2,545.00	57,035.43
054-0000-101	422ND DIVERSION COURT CASH	51,780.92	375.00	.00	52,155.92

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
055-0000-101	VETERAN'S COURT PROGRAM CASH	5,111.24	2,105.00	.00	7,216.24
056-0000-101	DANGEROUS ANIMAL CASH	12,150.00	.00	.00	12,150.00
057-0000-101	STAR PROGRAM CASH	.00	.00	.00	.00
058-0000-101	PCT 4 CONSTABLE SEIZED CASH	6,921.26	2.44	.00	6,923.70
059-0000-101	JUV INHOME SERV GRANT CASH	.00	.00	.00	.00
060-0000-101	JUSTICE CRT BLDG SECURITY CASH	10,550.46	275.84	.00	10,826.30
061-0000-101	SERIES 2015 BOND I65 CASH	954,288.94	16,588.07	.00	970,877.01
062-0000-101	JAIL CONSTRC. I65 DEBT CASH	187,472.64	23,989.25	-15,619.59	195,842.30
063-0000-101	518 I65 DEBT CASH	464,862.00	6,892.28	.00	478,954.28
064-0000-101	ROAD BOND DEBT CASH	1,397,435.19	39,722.40	-1,200,000.00	237,157.59
065-0000-101	TOBACCO SETTLEMENT CASH	.00	.00	.00	.00
066-0000-101	CASH	52.66	40.17	.00	92.83
070-0000-101	COMMUNITY SERV BOOT CAMP CASH	.00	.00	.00	.00
071-0000-101	LEVEE IMPROVEMENT DIST. 1 CASH	65,594.83	23.12	.00	65,617.95
072-0000-101	ADDICTION RECOVERY CASH	-13.86	.00	.00	-13.86
073-0000-101	LEVEE DISTRICT 5 CASH	17,034.45	6.00	.00	17,040.45
074-0000-101	ADDICTION RECOVERY PROGRAM CAS	.00	.00	.00	.00
075-0000-101	CASH	354,670.00	.00	.00	354,670.00
077-0000-101	LEVEE DIST 15 CASH	175.42	.00	.00	175.42
078-0000-101	TXCDGB CASH	391.82	.13	.00	391.15
079-0000-101	BOIS D'ARC ISLAND CASH	7,167.37	.00	.00	7,167.37
080-0000-101	JURY CASH	23,163.20	682.27	-9,617.95	14,227.52
081-0000-101	HISTORICAL COMM. CASH	26,803.40	9.44	.00	26,812.84
082-0000-101	FARM MUSEUM CASH	12,054.21	4.25	.00	12,058.46
084-0000-101	KC ACH CASH	15,213.10	153.80	.00	15,366.90
085-0000-101	PAYROLL ACCOUNT CASH	2,432.11	2,764,393.72	-2,765,018.47	1,887.36
086-0000-101	EMPLOYEE SAVINGS CASH	105,704.00	53,170.95	-698.00	158,176.95
087-0000-101	JUVE CASE MANAGER CASH	1,963.41	.00	.00	1,963.41
088-0000-101	GRAND JURY CASH	.00	.00	.00	.00
089-0000-101	JP 1 FEE CASH	42,212.40	50,395.48	-36,741.12	55,866.76
090-0000-101	JP 2 FEE CASH	38,864.85	34,578.45	-36,026.39	37,416.91
091-0000-101	JP 3 FEE CASH	58,573.79	41,129.90	-48,086.55	51,617.14
092-0000-101	JP 4 FEE CASH	61,818.77	52,314.01	-60,484.43	53,728.35
098-0000-101	LOCAL TRUANCY CASH	.00	1,499.26	.00	1,499.26
100-0000-101	TIFB LIBRARY GRANT CASH	.00	.00	.00	.00
101-0000-101	LEVEE DIST 6 CASH	69,363.12	24.44	.00	69,387.56
102-0000-101	Family Violence Cash	.00	.00	.00	.00
103-0000-101	GATES FOUNDATION GRANT CASH	.00	.00	.00	.00
104-0000-101	LOAN STAR LIBRARY CASH	.00	.00	.00	.00
105-0000-101	Cash	.00	.00	.00	.00
106-0000-101	TASK FORCE ID CASH	.00	.00	.00	.00
107-0000-101	TECH UPGRADE PROJECT CASH	.00	.00	.00	.00
108-0000-101	2006 DJ BX 1061 CASH	.00	.00	.00	.00
109-0000-101	TELEOSE TRAINING CASH	53,043.80	.00	.00	53,043.80
110-0000-101	C0 & DIST CRT TECH CASH	6,139.01	273.38	.00	6,412.39

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
111-0000-101	ORCA DISASTER GRANT CASH	.00	.00	.00	.00
112-0000-101	JUSTICE CRT ASSIST & TECH CASH	226,857.34	2,338.83	-2,154.06	227,042.11
113-0000-101	RECORDS ARCHIVE CASH	224,674.86	31,500.00	-610.80	255,564.06
114-0000-101	Cash	.00	.00	.00	.00
115-0000-101	J FRANK DOBIE LIBRARY CASH	.00	.00	.00	.00
117-0000-101	SCAAP DIVERSITY CASH	37,360.20	.00	-8,694.84	28,665.36
118-0000-101	TRANS IMPROVEMENT - CASH	.00	.00	.00	.00
119-0000-101	2012 DJ BX 0406 TASER CASH	.00	.00	.00	.00
120-0000-101	KC ESSENTIALS GRANT CASH	.00	.00	.00	.00
121-0000-101	H20 MITIGATION CASH	.00	.00	.00	.00
122-0000-101	EMW 2011SS00019 CASH	.00	.00	.00	.00
123-0000-101	TAX ASSESSOR ADMIN FEE CASH	16,780.71	.00	.00	16,780.71
124-0000-101	JUVE GRANT N CASH	.00	.00	.00	.00
125-0000-101	EMISSIONS ENFORCEMENT CASH	2,558.17	.00	.00	2,558.17
126-0000-101	2013 DJBX0665 CASH	.00	.00	.00	.00
127-0000-101	CAPITAL MURDER GRANT CASH	.00	.00	.00	.00
128-0000-101	2014 ROAD BOND CASH	266,536.57	450,742.73	-496,384.63	220,894.67
129-0000-101	BVP GRANT CASH	.00	.00	.00	.00
130-0000-101	ENS GRANT - CASH	.00	.00	.00	.00
131-0000-101	CERTZ GRANT CASH	.00	.00	.00	.00
132-0000-101	DEFENSE EXPENSES CASH	.00	.00	.00	.00
133-0000-101	ENHANCEMENT GRANT CASH	.00	.00	.00	.00
134-0000-101	TRAFFIC STUDY CASH	.00	.00	.00	.00
135-0000-101	SERIES 2015 BOND CASH	.00	.00	.00	.00
136-0000-101	2019 ROAD BOND CONST. CASH	.00	110.92	-39,900,055.46	-39,899,944.54
137-0000-101	2019 FACILIT. BOND CONST. CASH	.00	56.28	-19,900,028.14	-19,899,971.86
161-0000-101	2019 ROAD BOND I&S CASH	.00	.00	.00	.00
162-0000-101	2019 FACILITIES BOND I&S CASH	.00	.02	-.01	.01
999-0000-101	POOLED CASH	32,231,360.14	2,692,008.71	-5,319,899.99	29,603,468.86
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		68,868,205.76	9,118,367.78	75,323,241.73	2,663,331.81

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

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
CONSTRUCTION PROJECT
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. Submit any changes on the proper maintenance form, found under Account Documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$173.05	\$0.00	\$0.00	\$0.29	\$173.34	\$173.06
Total Dollar Value	\$173.05	\$0.00	\$0.00	\$0.29	\$173.34	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000005	\$173.05	\$1.00	173.340	\$173.34
Total Dollar Value		\$173.05			\$173.34

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000005	\$0.29	\$0.89
Total		\$0.29	\$0.89

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000005

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$173.05	\$1.00		173.050
03/31/2020	03/31/2020	MONTHLY POSTING	\$0.29	\$1.00	0.290	173.340

Account Value as of 03/31/2020	\$173.34	\$1.00	173.340
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TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND I & S
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. Submit any changes on the proper maintenance form, found under Account Documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$159.70	\$0.00	\$0.00	\$0.21	\$159.91	\$159.71
Total Dollar Value	\$159.70	\$0.00	\$0.00	\$0.21	\$159.91	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000007	\$159.70	\$1.00	159.910	\$159.91
Total Dollar Value		\$159.70			\$159.91

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000007	\$0.21	\$0.81
Total		\$0.21	\$0.81

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000007

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$159.70	\$1.00		159.700
03/31/2020	03/31/2020	MONTHLY POSTING	\$0.21	\$1.00	0.210	159.910

Account Value as of 03/31/2020	\$159.91	\$1.00	159.910
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TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. Submit any changes on the proper maintenance form, found under Account Documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$10,115,382.22	\$0.00	\$450,000.00	\$11,159.65	\$9,676,541.87	\$9,810,903.50
Total Dollar Value	\$10,115,382.22	\$0.00	\$450,000.00	\$11,159.65	\$9,676,541.87	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000006	\$10,115,382.22	\$1.00	9,676,541.870	\$9,676,541.87
Total Dollar Value		\$10,115,382.22			\$9,676,541.87

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000006	\$11,159.65	\$48,601.55
Total		\$11,159.65	\$48,601.55

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000006

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$10,115,382.22	\$1.00		10,115,382.220
03/11/2020	03/11/2020	WITHDRAWAL	\$450,000.00-	\$1.00	450,000.000-	9,665,382.220

03/31/2020	03/31/2020	MONTHLY POSTING	\$11,159.65	\$1.00	11,159.650	9,676,541.870
Account Value as of 03/31/2020			\$9,676,541.87	\$1.00		9,676,541.870

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
GENERAL FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. Submit any changes on the proper maintenance form, found under Account Documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$1,859,533.45	\$5,000,000.00	\$0.00	\$5,378.18	\$6,864,911.63	\$5,085,513.39
Total Dollar Value	\$1,859,533.45	\$5,000,000.00	\$0.00	\$5,378.18	\$6,864,911.63	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000001	\$1,859,533.45	\$1.00	6,864,911.630	\$6,864,911.63
Total Dollar Value		\$1,859,533.45			\$6,864,911.63

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000001	\$5,378.18	\$10,876.05
Total		\$5,378.18	\$10,876.05

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$1,859,533.45	\$1.00		1,859,533.450
03/12/2020	03/12/2020	TRANSFER DEPOSIT	\$5,000,000.00	\$1.00	5,000,000.000	6,859,533.450

03/31/2020	03/31/2020	MONTHLY POSTING	\$5,378.18	\$1.00	5,378.180	6,864,911.630
Account Value as of 03/31/2020			\$6,864,911.63	\$1.00		6,864,911.630



Summary Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

Average Monthly Yield: 1.47%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0813-0001 GENERAL FUND	11,012,734.85	5,000,000.00	0.00	17,415.39	30,150.24	14,247,607.75	16,030,150.24
TX-01-0813-0002 2014 ROAD BOND FUND	0.00	1,200,000.00	0.00	200.04	200.04	193,571.74	1,200,200.04
TX-01-0813-0003 2019 ROAD BOND	0.00	39,900,000.00	0.00	8,027.28	8,027.28	7,723,623.53	39,908,027.28
TX-01-0813-0004 2019 FACILITIES BOND	0.00	19,900,000.00	0.00	4,003.58	4,003.58	3,852,133.04	19,904,003.58
Total	11,012,734.85	66,000,000.00	0.00	29,646.29	42,381.14	26,016,936.07	77,042,381.14



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0001

Summary

Average Monthly Yield: 1.47%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0001	GENERAL FUND	11,012,734.85	5,000,000.00	0.00	17,415.39	14,247,607.75	16,030,150.24

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			11,012,734.85	
03/12/2020	Contribution	5,000,000.00			TXT12031837
03/31/2020	Income Earned For The Period	17,415.39			
03/31/2020	Ending Balance			16,030,150.24	



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0002

Summary

Average Monthly Yield: 1.47%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0002	2014 ROAD BOND FUND	0.00	1,200,000.00	0.00	200.04	193,571.74	1,200,200.04

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			0.00	
03/27/2020	Contribution	1,200,000.00			TXT12140243
03/31/2020	Income Earned For The Period	200.04			
03/31/2020	Ending Balance			1,200,200.04	



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0003

Summary

Average Monthly Yield: 1.47%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0003	2019 ROAD BOND	0.00	39,900,000.00	0.00	8,027.28	7,723,623.53	39,908,027.28

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			0.00	
03/26/2020	Contribution	39,900,000.00			TXT12130816
03/31/2020	Income Earned For The Period	8,027.28			
03/31/2020	Ending Balance			39,908,027.28	



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0004

Summary

Average Monthly Yield: 1.47%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0004 2019 FACILITIES BOND	0.00	19,900,000.00	0.00	4,003.58	3,852,133.04	19,904,003.58

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			0.00	
03/26/2020	Contribution	19,900,000.00			TXT12130814
03/31/2020	Income Earned For The Period	4,003.58			
03/31/2020	Ending Balance			19,904,003.58	



Daily Rates

March 2020

TXCLASS

Date	Dividend Rate	Daily Yield
01-Mar-20	0.000047680	1.75%
02-Mar-20	0.000047294	1.73%
03-Mar-20	0.000047019	1.72%
04-Mar-20	0.000046259	1.69%
05-Mar-20	0.000045653	1.67%
06-Mar-20	0.000044781	1.64%
07-Mar-20	0.000044781	1.64%
08-Mar-20	0.000044781	1.64%
09-Mar-20	0.000043597	1.60%
10-Mar-20	0.000042950	1.57%
11-Mar-20	0.000042762	1.57%
12-Mar-20	0.000042489	1.56%
13-Mar-20	0.000041990	1.54%
14-Mar-20	0.000041990	1.54%
15-Mar-20	0.000041990	1.54%
16-Mar-20	0.000039963	1.46%
17-Mar-20	0.000039445	1.44%
18-Mar-20	0.000038436	1.41%
19-Mar-20	0.000037754	1.38%
20-Mar-20	0.000037187	1.36%
21-Mar-20	0.000037187	1.36%
22-Mar-20	0.000037187	1.36%
23-Mar-20	0.000036617	1.34%
24-Mar-20	0.000036126	1.32%
25-Mar-20	0.000035295	1.29%
26-Mar-20	0.000034471	1.26%
27-Mar-20	0.000033637	1.23%
28-Mar-20	0.000033637	1.23%
29-Mar-20	0.000033637	1.23%
30-Mar-20	0.000033057	1.21%
31-Mar-20	0.000032731	1.20%

Account Balances as of: Monday, March 30, 2020

Account Number	Current Balance	Collected Balance	Available Balance	
██████ - 090 Justice Peace 2	\$37,300.45	\$36,907.45	\$37,300.45	actions
██████ - Cscd	\$15,583.27	\$15,288.38	\$15,583.27	actions
██████ - 079 Bois D'Arc Levee	\$7,167.37	\$7,167.37	\$7,167.37	actions
██████ - 077 Levee Dist 15	\$175.42	\$175.42	\$175.42	actions
██████ - 073 Levee Dist 5	\$17,034.45	\$17,034.45	\$17,034.45	actions
██████ - GRAND JURY	\$0.00	\$0.00	\$0.00	actions
██████ - 081 Historical Comm	\$26,803.40	\$26,803.40	\$26,803.40	actions
██████ - 085 Payroll Account	\$6,326.51	\$6,326.51	\$6,326.51	actions
██████ - District Clerk Gen	\$187,338.64	\$187,320.64	\$188,640.50	actions
██████ - DISTRICT CLERK TRUST	\$2,206,531.21	\$2,206,531.21	\$2,206,531.21	actions
██████ - 015 DA Asset Forfeiture	\$73,559.08	\$73,559.08	\$73,559.08	actions
██████ - 012 Wire Transfer	\$2,857.27	\$2,857.27	\$2,857.27	actions
██████ - 061 2015 Bond IS	\$965,623.13	\$965,623.13	\$965,623.13	actions
██████ - CDA Grant Monies	\$15.75	\$15.75	\$15.75	actions
██████ - B Samples TAC Compt	\$34,878.21	\$34,878.21	\$34,878.21	actions
██████ - B Samples Tax Regula	\$1,698,539.22	\$1,605,985.58	\$1,720,488.94	actions
██████ - B Samples TAC Escrow	\$32,407.11	\$32,407.11	\$32,407.11	actions
██████ - B Samples TAC Auto	\$462,932.17	\$447,859.74	\$477,468.24	actions
██████ - B Samples Vehicle IN	\$123,057.72	\$123,057.72	\$123,057.72	actions
██████ - 075 Bail Bond Board	\$354,670.00	\$354,670.00	\$354,670.00	actions
██████ - 161 2019 Road Bond I&S	\$612.49	\$612.49	\$612.49	actions

162 2019 Facilities Bond I&S	\$1,666.99	\$1,666.99	\$1,666.99	actions
136 2019 Road Bond Construction	\$100,000.00	\$100,000.00	\$100,000.00	actions
137 2019 Facilities Bond Construction	\$100,000.00	\$100,000.00	\$100,000.00	actions
Assistance District 2	\$0.00	\$0.00	\$0.00	actions
BAC PF 0015	\$236,745.07	\$236,745.07	\$236,745.07	actions
092 Justice Peace 4	\$54,414.85	\$54,414.85	\$54,552.85	actions
Sheriff Fee	\$10,353.96	\$10,353.96	\$10,364.96	actions
101 Levee Dist 6	\$69,363.12	\$69,363.12	\$69,363.12	actions
999 General Fund	\$19,762,135.82	\$19,760,775.23	\$19,773,031.82	actions
DA Payroll	\$6.19	\$6.19	\$6.19	actions
Law Enf Training	\$1,547.41	\$1,547.41	\$1,547.41	actions
Clerk Registry	\$135,048.07	\$135,048.07	\$135,048.07	actions
Inmate Fund	\$121,248.38	\$119,003.38	\$122,540.85	actions
014 SO Asset Forfe	\$60,370.32	\$60,370.32	\$60,370.32	actions
013 KSO Fed Seized	\$87,832.73	\$87,832.73	\$87,832.73	actions
DA Bond Forfeiture	\$1,599.17	\$1,599.17	\$1,599.17	actions
DA Att M Stambaugh	\$760.60	\$760.60	\$760.60	actions
044 Construction Pr	\$0.01	\$0.01	\$0.01	actions
091 Justice Peace 3	\$54,688.68	\$54,688.68	\$54,855.68	actions
DA Check Fund	\$1,024.09	\$1,024.09	\$1,024.09	actions
058 P4 Const Seizur	\$6,921.26	\$6,921.26	\$6,921.26	actions
Sheriff Cash Bond	\$80,793.79	\$80,793.79	\$80,793.79	actions

██████████				
Diversion Court Fees	\$89,401.37	\$89,401.37	\$89,401.37	actions
██████████				
DA Hot Check	\$4,617.36	\$4,617.36	\$4,617.36	actions
██████████				
DA Seizure	\$104,107.80	\$104,107.80	\$104,107.80	actions
██████████				
DA Trust	\$39,871.68	\$39,871.68	\$39,871.68	actions
██████████				
078 TXCD Block Gran	\$391.02	\$391.02	\$391.02	actions
██████████				
063 SIB IS	\$469,120.53	\$469,120.53	\$469,120.53	actions
██████████				
SIB Operating Acct	\$0.00	\$0.00	\$0.00	actions
██████████				
080 Jury Check Fund	\$24,808.20	\$24,808.20	\$24,808.20	actions
██████████				
Law Enf Appreciation	\$6,053.14	\$6,053.14	\$6,053.14	actions
██████████				
128 2014 Road Bond	\$230,151.94	\$230,151.94	\$230,151.94	actions
██████████				
064 Road Bond IS	\$224,930.28	\$224,930.28	\$224,930.28	actions
██████████				
Traffic Safety Fund	\$0.00	\$0.00	\$0.00	actions
██████████				
084 General Fnd ACH	\$392,800.02	\$392,800.02	\$392,800.02	actions
██████████				
089 Justice Peace 1	\$54,926.62	\$54,480.62	\$55,261.72	actions
██████████				
086 Employee Saving	\$158,276.94	\$158,276.94	\$158,276.94	actions
██████████				
082 Farm Museum	\$12,054.21	\$12,054.21	\$12,054.21	actions
██████████				
GENERAL MMI	\$0.00	\$0.00	\$0.00	actions
██████████				
062 Jail Constr IS	\$188,576.19	\$188,576.19	\$188,576.19	actions
██████████				
071 Levee Dist 1	\$65,594.83	\$65,594.83	\$65,594.83	
\$29,205,615.51				

Monthly Interest From ANBTX

March 31, 2020

012-0100-360	Interest	1.01
015-0100-207	Interest Payable General	27.52
058-0100-368	Interest	2.44
061-0100-306	Interest	373.32
062-0100-306	Interest	65.03
064-0100-306	Interest	387.78
071-0100-371	Interest	23.12
073-0100-372	Interest	6.00
078-0100-378	Interest Revenue	0.13
080-0100-380	Interest	9.21
081-0100-367	Interest	9.44
082-0100-368	Interest	4.25
084-0100-207	Interest	153.80
085-1001-207	Interest Payable General	48.84
086-2100-207	Interest Contributions	50.01
089-0100-389	Interest	17.16
090-0100-390	Interest	12.36
091-0100-391	Interest	19.24
092-0100-392	Interest	18.75
101-0100-371	Interest	24.44
128-0100-360	Interest	742.73
136-0100-360	Interest	55.46
137-0100-360	Interest	28.14
161-0100-306	Interest	-
162-0100-306	Interest	0.01

Total: 2,080.19

Consolidated Cash Interest Distribution

March 31, 2020

	Current Balance in 999	Interest Earned
999	\$29,603,468.86	8,384.49

Fund	Current Cash Balance	Proportionate Interest
010	17,971,544.02	5,089.55
020	2,370,407.79	671.30
021	1,281,405.03	362.89
022	2,216,317.65	627.66
023	1,161,993.51	329.08
024	2,824,216.77	799.82
025	167,269.00	47.37
030	(2,714.69)	0.00
034	768,822.81	217.73
035	160,251.43	45.38
042	224,193.20	63.49
045	236,898.26	67.09
046	92,909.20	26.31
047	129,954.88	36.80
	<u>29,603,468.86</u>	<u>8,384.49</u>

Pledge Security Listing

March 31, 2020

ID	CUSIP	Description	Safeguarding Location	Safeguarding Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fltch	ASC 320	Face Amount	Current Per	Current Book Value	Market Value	Gain(Loss)
KAUFMAN COUNTY																
862	549798TR7	LUFKIN TX	FHLB - Dallas	1021000381	2.00	08/15/2021	04/30/2020	AA2	AA-	NR	AFS	470,000	470,000.00	469,362.86	471,264.46	1,901.60
1314	852519HT7	STAFFORD TX MUNI SCH DI	FHLB - Dallas	1021000976	3.00	08/15/2025	08/15/2024	AAA	AAA	AAA	AFS	805,000	805,000.00	823,237.59	838,529.78	15,292.19
1317	509552BS3	LAKE DALLAS TX ISD	FHLB - Dallas	1021000982	3.50	08/15/2024		AAA	AAA	AAA	AFS	900,000	900,000.00	942,749.74	958,958.05	16,208.31
1318	509552B61	LAKE DALLAS TX ISD	FHLB - Dallas	1021000983	3.50	08/15/2025	08/15/2024	AAA	AAA	AAA	AFS	210,000	210,000.00	218,642.28	223,121.34	4,479.06
1380	099761DZ8	BORGER TX ISD	FHLB - Dallas	1021001047	3.00	02/15/2024		AAA	AAA	AAA	AFS	650,000	650,000.00	670,412.69	675,820.83	5,408.14
1613	100110EZ4	BOSQUEVILLE TX ISD	FHLB - Dallas	1021001281	5.00	08/15/2025		AAA	AAA	AAA	AFS	300,000	300,000.00	337,492.39	338,431.66	939.27
1614	100110FA8	BOSQUEVILLE TX ISD	FHLB - Dallas	1021001282	5.00	08/15/2025		AAA	AAA	AAA	AFS	325,000	325,000.00	372,104.17	375,317.92	3,213.75
1615	100110FB6	BOSQUEVILLE TX ISD	FHLB - Dallas	1021001283	3.00	08/15/2026	08/15/2025	AAA	AAA	AAA	AFS	340,000	340,000.00	352,830.38	355,463.97	2,633.59
1622	648839CK2	NEW SUMMERFIELD TX ISD	FHLB - Dallas	1021001360	4.00	08/15/2024		AAA	AAA	AAA	AFS	190,000	190,000.00	205,001.93	206,411.15	1,409.22
1623	648839CL0	NEW SUMMERFIELD TX ISD	FHLB - Dallas	1021001359	4.00	08/15/2025		AAA	AAA	AAA	AFS	250,000	250,000.00	272,811.08	276,014.84	3,203.76
1624	648839CH8	NEW SUMMERFIELD TX ISD	FHLB - Dallas	1021001358	4.00	08/15/2026	08/15/2025	AAA	AAA	AAA	AFS	260,000	260,000.00	282,622.86	284,967.71	2,344.85
1631	736845BQ0	PORTLAND TX SALES TAX R	FHLB - Dallas	1021001265	4.00	08/15/2024	08/15/2023	A2	AA	NR	AFS	305,000	305,000.00	320,154.61	324,996.53	4,841.92
1632	736845BS6	PORTLAND TX SALES TAX R	FHLB - Dallas	1021001266	4.00	08/15/2026	08/15/2024	A2	AA	NR	AFS	330,000	330,000.00	346,181.14	356,055.99	9,874.85
1637	217597YM9	COPPERAS COVE TX CTFS O	FHLB - Dallas	1021001416	3.00	08/15/2026	08/15/2024	NR	AA	NR	AFS	305,000	305,000.00	314,469.77	317,053.95	2,584.18
1647	558753JF7	MADISONVILLE TX CISO SC	FHLB - Dallas	1021001370	3.00	08/15/2024		AAA	AAA	AAA	AFS	410,000	410,000.00	427,077.28	428,303.80	1,226.52
1648	558753JG5	MADISONVILLE TX CISO SC	FHLB - Dallas	1021001371	3.00	08/15/2025		AAA	AAA	AAA	AFS	420,000	420,000.00	439,102.55	442,383.61	3,281.06
1656	816587FJ8	SELMA TX	FHLB - Dallas	1021001348	2.50	08/01/2026	08/01/2025	NR	AA	NR	AFS	495,000	495,000.00	500,886.03	506,192.36	5,306.33
2129	361768RN6	G2 #BK5893	FHLB - Dallas	18362030657	5.50	11/20/2048		AAA	AA+	AAA	AFS	26,222.195	4,427,534.50	4,611,478.75	4,901,493.35	290,014.60
2152	38381XTU0	GNR 2019-99 KA	FHLB - Dallas	975962142	2.00	08/20/2049		AAA	AA+	AAA	AFS	30,294,000	29,188,625.80	28,934,579.95	29,873,692.77	939,112.82
2153	3137FNPB0	FHR 4912 BD	FHLB - Dallas	982952970	2.00	10/15/2047		AAA	AA+	AAA	AFS	31,000,000	27,704,022.34	27,356,591.53	28,502,505.73	1,145,914.20
2155	313686PM9	FHR 2019-59 PD	FHLB - Dallas	998590375	2.00	10/25/2049		AAA	AA+	AAA	AFS	18,987,839	18,549,501.32	18,121,932.10	19,204,113.22	1,082,181.12
Total for KAUFMAN COUNTY												113,469,034	86,834,683.96	86,319,721.68	89,861,093.02	3,541,371.34

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

Account Number	Description	Debit	Credit
021-0000-101	R&B PCT 1 CASH		
021-0000-271	FUND EQUITY	1,281,405.03	
021-0100-391	INTEREST		-722,381.36
021-0500-391	SALE OF EQUIPMENT		-1,173.85
021-0700-391	ROAD REPAIR REIMBURSEMENT		-7,184.63
021-0900-391	MISCELLANEOUS		-6,380.00
021-1060-391	TRANSFER FROM MAIN R&B		-826.40
021-9999-391	ESTIMATED BEGINNING BALANCE		-2,305,651.50
021-1110-601	SALARY COMMISSIONER PCT. #1		
021-1208-601	CAR ALLOWANCE	34,946.28	
021-1280-601	SALARY EMPLOYEES	4,999.98	
021-1290-601	EXTRA HELP	331,494.87	
021-2104-601	SOCIAL SECURITY	945.00	
021-2106-601	EMPLOYEE INSURANCE	26,598.89	
021-2108-601	RETIREMENT	78,256.88	
021-3102-601	OFFICE SUPPLIES	35,473.78	
021-3200-601	TOOLS	165.76	
021-3206-601	HARDWARE	1,325.73	
021-3216-601	PARTS AND REPAIRS	17.88	
021-3217-601	GAS AND OIL	50,905.05	
021-3230-601	SUPPLIES	43,130.26	
021-3310-601	ROAD MATERIALS	2,130.65	
021-3311-601	ROAD MATERIALS-SPECIAL PROJECT	152,240.49	
021-3312-601	STORM DAMAGE - ROCK	453,905.70	
021-3315-601	CULVERTS	176,212.73	
021-3316-601	BRIDGE CONSTRUCTION	5,632.46	
021-4202-601	COMMUNICATIONS		
021-4302-601	MILEAGE, MEALS, LODGING	3,159.00	
021-4305-601	TRAINING, EDUCATION, CONFERENC	783.72	
021-4412-601	BONDS	787.00	
021-4430-601	UTILITIES		
021-4600-601	COMPUTER EQUIPMENT/SOFTWARE	3,585.05	
021-4731-601	UNIFORMS		
021-4835-601	GARBAGE PICKUP	488.00	
021-4901-601	EMPLOYEE APPRECIATION		
021-4902-601	MISCELLANEOUS	3,439.77	
021-4903-601	RENTAL OF EQUIPMENT	19.44	
021-4904-601	SUPPLIES FOR ROAD SIGNS		
021-4905-601	PROPERTY IMPROVEMENT	2,213.00	

Account Number	Description	Debit	Credit
021-4948-601	ENGINEER FEES		
021-4952-601	CONTRACT LABOR		
021-5201-601	NEW EQUIPMENT	89,154.74	
021-5203-601	LEASE PAYMENTS	221,537.61	
021-5203-601-1	INTEREST PAYMENTS	17,196.33	
021-5203-601-2	OPERATING LEASES	21,446.66	
021-7999-601	CONTINGENCY		
Fund totals:		3,043,597.74	-3,043,597.74

***** End of Report *****

Account Number	Description	Debit	Credit
022-0000-101	R&B PCT 2 CASH		
022-0000-271	FUND EQUITY	2,216,317.65	
022-0100-392	INTEREST		-1,360,134.43
022-0500-392	SALE OF EQUIPMENT		-2,163.88
022-0720-392	ROAD REPAIR - RANCH ROAD		-84,362.00
022-0900-392	MISCELLANEOUS		-380,379.00
022-1060-392	TRANSFER FROM MAIN R&B		
022-9999-392	ESTIMATED BEGINNING BALANCE		
022-1110-602	SALARY COMMISSIONER PCT. #2		
022-1206-602	LONGEVITY	35,470.44	
022-1208-602	CAR ALLOWANCE		
022-1280-602	SALARY EMPLOYEES	4,999.98	
022-1290-602	EXTRA HELP	217,452.74	
022-2104-602	SOCIAL SECURITY	18,720.95	
022-2106-602	EMPLOYEE INSURANCE	45,372.34	
022-2108-602	RETIREMENT	24,650.76	
022-3102-602	OFFICE SUPPLIES	1,239.58	
022-3200-602	TOOLS	79.58	
022-3205-602	LUMBER		
022-3206-602	HARDWARE		
022-3216-602	PARTS AND REPAIRS	28,428.63	
022-3217-602	GAS AND OIL	15,901.48	
022-3230-602	SUPPLIES	5,253.35	
022-3310-602	ROAD MATERIALS	167,579.89	
022-3310-602-3	ROAD MATERIALS - RANCH ROAD		
022-3311-602	ROAD MATERIALS-SPECIAL PROJECT		
022-3315-602	CULVERTS		
022-3316-602	BRIDGE CONSTRUCTION		
022-4202-602	COMMUNICATIONS	4,478.83	
022-4302-602	MILEAGE, MEALS, LODGING	916.55	
022-4305-602	TRAINING, EDUCATION, CONFERENCE	475.00	
022-4412-602	BONDS		
022-4430-602	UTILITIES	3,022.22	
022-4600-602	COMPUTER EQUIPMENT/SOFTWARE		
022-4731-602	UNIFORMS	4,342.23	
022-4890-602	LEGAL FEES		
022-4902-602	MISCELLANEOUS	25.00	
022-4903-602	RENTAL OF EQUIPMENT	776.41	
022-4904-602	SUPPLIES FOR ROAD SIGNS	1,069.22	

Account Number	Description	Debit	Credit
022-4905-602	PROPERTY IMPROVEMENT		
022-4948-602	ENGINEER FEES	2,934.60	
022-4952-602	CONTRACT LABOR		
022-5201-602	NEW EQUIPMENT	3,000.00	
022-7999-602	CONTINGENCY		
	Fund totals:	2,802,507.43	2,802,507.43
	***** End of Report *****		

Account Number	Description	Debit	Credit
023-0000-101	R&B PCT 3 CASH	1,161,993.51	
023-0000-115	ACCOUNTS RECEIVABLE		-70.64
023-0000-271	FUND EQUITY		-328,525.82
023-0100-393	INTEREST		-763.63
023-0900-393	MISCELLANEOUS		-4,084.34
023-1060-393	TRANSFER FROM MAIN R&B		-2,341,123.13
023-9999-393	ESTIMATED BEGINNING BALANCE		
023-1110-603	SALARY COMMISSIONER PCT. #3	34,946.28	
023-1208-603	CAR ALLOWANCE	4,999.98	
023-1280-603	SALARY EMPLOYEES	338,326.58	
023-1290-603	EXTRA HELP		
023-2104-603	SOCIAL SECURITY	27,711.28	
023-2106-603	EMPLOYEE INSURANCE	73,261.76	
023-2108-603	RETIREMENT	36,119.81	
023-3102-603	OFFICE SUPPLIES	478.33	
023-3200-603	TOOLS	919.27	
023-3205-603	LUMBER	28.62	
023-3206-603	HARDWARE		
023-3216-603	PARTS AND REPAIRS	52,814.88	
023-3217-603	GAS AND OIL	41,369.97	
023-3230-603	SUPPLIES	5,117.72	
023-3310-603	ROAD MATERIALS	329,765.74	
023-3315-603	CULVERTS	25,080.26	
023-3316-603	BRIDGE CONSTRUCTION		
023-4202-603	COMMUNICATIONS	2,714.14	
023-4302-603	MILEAGE, MEALS, LODGING	1,926.61	
023-4305-603	TRAINING	710.00	
023-4430-603	UTILITIES	5,129.55	
023-4600-603	COMPUTER EQUIPMENT/SOFTWARE		
023-4731-603	UNIFORMS	2,709.85	
023-4901-603	EMPLOYEE APPRECIATION	340.11	
023-4903-603	RENTAL OF EQUIPMENT	21,028.95	
023-4904-603	SUPPLIES FOR ROAD SIGNS	4,476.85	
023-4905-603	PROPERTY IMPROVEMENT	7,803.98	
023-4906-603	PROPERTY SECURITY	707.34	
023-4952-603	CONTRACT LABOR	172.00	
023-5201-603	NEW EQUIPMENT	251,829.00	
023-5203-603	LEASE PAYMENTS	162,912.83	
023-5203-603-1	INTEREST PAYMENTS	13,033.22	

Account Number	Description	Debit	Credit
023-5203-603-2	OPERATING LEASES	66,139.14	
023-7999-603	CONTINGENCY		
Fund totals:		2,674,567.56	-2,674,567.56

***** End of Report *****

Account Number	Description	Debit	Credit
024-0000-101	R&B PCT 4 CASH		
024-0000-201	ROAD REPAIR ESCROW	2,824,216.77	
024-0000-271	FUND EQUITY		-400.00
024-0100-394	INTEREST		-1,534,566.02
024-0500-394	SALE OF EQUIPMENT		-2,769.40
024-0700-394	ROAD REPAIR REIMBURSEMENT		-2,795.00
024-0900-394	MISCELLANEOUS		
024-1060-394	TRANSFER FROM MAIN R&B		-234.20
024-9999-394	ESTIMATED BEGINNING BALANCE		-3,245,648.02
024-1110-604	SALARY COMMISSIONER PCT. #4		
024-1208-604	CAR ALLOWANCE		
024-1280-604	SALARY EMPLOYEES	34,946.28	
024-1290-604	EXTRA HELP	4,999.98	
024-2104-604	SOCIAL SECURITY	368,858.29	
024-2106-604	EMPLOYEE INSURANCE	30,412.56	
024-2108-604	RETIREMENT	79,505.66	
024-3104-604	SCURRY/CRANDALL PROPERTY LEASE	39,066.34	
024-3200-604	TOOLS	1,500.00	
024-3205-604	LUMBER	1,879.92	
024-3206-604	HARDWARE		
024-3216-604	PARTS AND REPAIRS	17,546.29	
024-3217-604	GAS AND OIL	44,455.30	
024-3230-604	SUPPLIES	3,512.39	
024-3310-604	ROAD MATERIALS	563,422.63	
024-3311-604	ROAD MATERIALS-SPECIAL PROJECT		
024-3315-604	CULVERTS		
024-3316-604	BRIDGE CONSTRUCTION	192,700.00	
024-4202-604	COMMUNICATIONS	1,325.49	
024-4208-604	POSTAGE	120.00	
024-4302-604	MILEAGE, MEALS, LODGING	3,064.57	
024-4305-604	TRAINING, EDUCATION, CONFERENC	3,300.00	
024-4412-604	BONDS		
024-4430-604	UTILITIES		
024-4731-604	UNIFORMS	2,241.50	
024-4835-604	GARBAGE PICK UP	4,429.54	
024-4901-604	EMPLOYEE APPRECIATION	1,003.39	
024-4902-604	MISCELLANEOUS	679.04	
024-4903-604	RENTAL OF EQUIPMENT	3,627.05	
024-4948-604	ENGINEER FEES	3,000.00	
		2,062.50	

Account Number	Description	Debit	Credit
024-5201-604	NEW EQUIPMENT	479,869.71	
024-5203-604	LEASE PAYMENTS	50,423.11	
024-5203-604-1	INTEREST PAYMENTS	6,607.60	
024-5203-604-2	OPERATING LEASES	20,300.73	
024-7999-604	CONTINGENCY		
Fund totals:		4,786,412.64	-4,786,412.64
***** End of Report *****			

Kaufman County Treasurer Quarterly Investment Report

January 1, 2020 through March 31, 2020

Summary of Cash ANB and Invested				
Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
American National Bank - 010	\$8,800,685.46	\$31,201,507.19	\$23,538,636.46	\$16,463,556.19
TexPool Investment Accounts	\$16,132,307.45	\$5,059,479.30	\$4,650,000.00	\$16,541,786.75
TexasCLASS Investment Accts	\$0.00	\$77,042,381.14	\$0.00	\$77,042,381.14
Cash Total-Fund 10				<u>\$110,047,724.08</u>

Funds Invested				
Tex Pool Investment Accounts				
Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund	\$3,054,035.58	\$5,010,876.05	\$1,200,000.00	\$6,864,911.63
Construction Project	\$172.45	\$0.89	\$0.00	\$173.34
2014 Road Bond Fund	\$13,077,940.32	\$48,601.55	\$3,450,000.00	\$9,676,541.87
2014 Road Bond I&S	\$159.10	\$0.81	\$0.00	\$159.91
Land Sale Fund	\$0.00	\$0.00	\$0.00	\$0.00
Total TexPool Investments				<u>\$16,541,786.75</u>

TexasCLASS Investment Accounts				
Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund-010	\$0.00	\$16,030,150.24	\$0.00	\$16,030,150.24
2014 Road Bond Fund-128	\$0.00	\$1,200,200.04	\$0.00	\$1,200,200.04
2019 Road Bond-136	\$0.00	\$39,908,027.28	\$0.00	\$39,908,027.28
2019 Facilities Bond-137	\$0.00	\$19,904,003.58	\$0.00	\$19,904,003.58
Total TexasCLASS Investments				<u>\$77,042,381.14</u>

Other Funds Held in ANB				
Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
2014 Road Bond - 128	\$311,773.58	\$3,451,185.23	\$3,542,064.14	\$220,894.67
2019 Road Bond - 136	\$0.00	\$40,000,055.46	\$39,900,000.00	\$100,055.46
2019 Facilities Bond - 137	\$0.00	\$20,000,028.14	\$19,900,000.00	\$100,028.14

Interest Earned During Period Covered By This Report

Interest on accounts in ANB	\$32,693.39
Interest on TexPool investments	\$59,727.84
Interest on TexasCLASS investments	\$42,132.60
Total Interest Earned During Period:	<u>\$134,553.83</u>

Total County Funds Invested:	\$93,584,167.89
Average Yield - TexPool Investment Accounts	1.6332%
Average Yield - TexasCLASS Investment Accounts	1.7000%

Certified
by: Karen MacLeod
Karen MacLeod, Kaufman County Auditor

This report was presented to Commissioners' Court of
Kaufman County, Texas, on the 28th Day of April, 2020.

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

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
010-0000-101	GENERAL FUND - CASH	8,800,685.46	31,201,507.19	-23,538,636.46	16,463,556.19
011-0000-101	REGIONAL CALL CTR CONST. CASH	.00	.00	.00	.00
012-0000-101	WIRE TRANSFER FUND	2,855.23	3.95	.00	2,858.28
013-0000-101	KSO FEDERAL SEIZED CASH	58,325.54	63,366.21	-30,690.84	83,000.91
014-0000-101	KSO ASSET FORFEITURE CASH	42,580.10	22,610.25	-6,841.00	58,349.35
015-0000-101	D.A. ASSET FORFEITURE FUND	71,329.79	9,997.38	-8,009.48	73,317.61
016-0000-101	INDIGENT HEALTH CARE	56,435.51	106,879.78	-115,375.20	47,940.01
017-0000-101	GENERAL FUND MMI	.00	.00	.00	.00
018-0000-101	DA CHECK CASH	.00	.00	.00	.00
019-0000-101	KAUFMAN CO EMERGENCY SHELTER	-101,970.27	251,556.71	-227,452.38	-77,865.94
020-0000-101	MAIN ROAD & BRIDGE CASH	.00	7,860,990.74	-5,490,582.95	2,370,407.79
021-0000-101	R&B PCT 1 CASH	739,557.46	1,434,194.01	-892,346.44	1,281,405.03
022-0000-101	R&B PCT 2 CASH	813,970.27	1,666,292.32	-263,944.94	2,216,317.65
023-0000-101	R&B PCT 3 CASH	546,310.23	1,447,792.23	-832,108.95	1,161,993.51
024-0000-101	R&B PCT 4 CASH	1,284,963.27	2,611,308.82	-1,072,055.32	2,824,216.77
025-0000-101	LAW LIBRARY CASH	177,307.50	15,143.98	-25,182.40	167,269.08
026-0000-101	KC LIBRARY CASH	6,099.38	77,427.97	-55,606.27	27,921.08
027-0000-101	GENERAL ROW CASH	5,390.76	.00	.00	5,390.76
028-0000-101	LAKE DAM MAINTENANCE CASH	-107.47	25,000.00	.00	24,892.53
029-0000-101	CRIMINAL JUSTICE CASH	336,976.87	297,628.12	-324,431.70	310,172.49
030-0000-101	VOTER REGISTRATION CASH	-2,714.69	.00	.00	-2,714.69
031-0000-101	PRORATE EDUCATION CASH	7,059.08	1,548.35	-1,588.35	7,019.08
032-0000-101	INSURANCE CASH	.00	.00	.00	.00
033-0000-101	COMMUNITY CORRECTION CASH	64,472.71	69,087.08	-47,723.87	85,835.84
034-0000-101	ADULT PROBATION CASH	721,520.89	421,948.26	-374,646.34	768,822.81
035-0000-101	JUVENILE PROBATION CASH	73,332.40	403,861.65	-316,942.62	160,251.43
036-0000-101	APPELLATE JUSTICE CASH	24,596.68	2,149.37	.00	26,746.05
037-0000-101	INTENSIVE SUPERV. CASH	.00	.00	.00	.00
038-0000-101	JUV PROBATION DIVERSION CASH	.00	392.00	-120.00	272.00
039-0000-101	VEHICLE IMPOUND CASH	.00	.00	.00	.00
040-0000-101	JUVE PROBATION FEE CASH	8,017.86	860.00	-1,924.83	6,953.03
041-0000-101	SEX OFFENDER CASH	.00	.00	.00	.00
042-0000-101	RECORDS MGMT CASH	165,618.55	94,285.81	-35,711.16	224,193.20
043-0000-101	LIBRARY MEMORIAL CASH	3,567.39	1,175.00	.00	4,742.39
044-0000-101	CONSTRUCTION PROJECTS - CASH	.01	.00	.00	.01
045-0000-101	COURTHOUSE SECURITY CASH	219,249.80	18,723.66	-1,075.20	236,898.26
046-0000-101	CCT RECORDS MGMT CASH	88,596.28	4,312.92	.00	92,909.20
047-0000-101	DC RECORDS MGMT CASH	123,081.90	6,952.98	.00	129,954.88
048-0000-101	PCT 1 SW CONV CASH	59,457.06	62,894.50	-75,355.66	46,995.90
049-0000-101	FIRE CODE CASH	169,834.74	46,091.72	-9,114.00	206,812.46
050-0000-101	REGIONAL ICBP GRANT CASH	.00	.00	.00	.00
051-0000-101	JUV IV-E PROBATION CASH	45,773.70	.00	.00	45,773.70
052-0000-101	JPO STATE AID LVL 1-3 CASH	.00	.00	.00	.00
053-0000-101	CCL DIVERSION CASH	58,539.73	2,225.70	-3,730.00	57,035.43
054-0000-101	422ND DIVERSION COURT CASH	50,522.22	2,043.70	-410.00	52,155.92

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
055-0000-101	VETERAN'S COURT PROGRAM CASH	4,556.24	2,660.00	.00	7,216.24
056-0000-101	DANGEROUS ANIMAL CASH	10,650.00	1,500.00	.00	12,150.00
057-0000-101	STAR PROGRAM CASH	.00	.00	.00	.00
058-0000-101	PCT 4 CONSTABLE SEIZED CASH	6,441.51	482.19	.00	6,923.70
059-0000-101	JUV INHOME SERV GRANT CASH	.00	.00	.00	.00
060-0000-101	JUSTICE CRT BLDG SECURITY CASH	9,676.43	1,149.87	.00	10,826.30
061-0000-101	SERIES 2015 BOND I&S CASH	380,798.13	898,016.38	-307,937.50	970,877.01
062-0000-101	JAIL CONSTRC. I&S DEBT CASH	567,124.94	1,539,186.95	-1,910,469.59	195,842.30
063-0000-101	SIB I&S DEBT CASH	133,914.83	337,039.45	.00	470,954.28
064-0000-101	ROAD BOND DEBT CASH	1,002,805.27	2,177,564.82	-2,943,212.50	237,157.59
065-0000-101	TOBACCO SETTLEMENT CASH	.00	.00	.00	.00
066-0000-101	CASH	.00	92.83	.00	92.83
070-0000-101	COMMUNITY SERV BOOT CAMP CASH	.00	.00	.00	.00
071-0000-101	LEEVE IMPROVEMENT DIST. 1 CASH	65,547.84	70.11	.00	65,617.95
072-0000-101	ADDICTION RECOVERY CASH	-13.86	.00	.00	-13.86
073-0000-101	LEEVE DISTRICT 5 CASH	17,022.25	18.20	.00	17,040.45
074-0000-101	ADDICTION RECOVERY PROGRAM CAS	.00	.00	.00	.00
075-0000-101	CASH	354,670.00	.00	.00	354,670.00
077-0000-101	LEEVE DIST 1S CASH	175.42	.00	.00	175.42
078-0000-101	TXCD6B CASH	390.74	.41	.00	391.15
079-0000-101	BOIS D'ARC ISLAND CASH	7,167.37	.00	.00	7,167.37
080-0000-101	JURY CASH	13,024.32	18,726.15	-17,522.95	14,227.52
081-0000-101	HISTORICAL COMM. CASH	13,724.64	13,296.57	-208.37	26,812.84
082-0000-101	FARM MUSEUM CASH	12,045.58	12.88	.00	12,058.46
084-0000-101	KC ACH CASH	14,922.40	444.50	.00	15,366.90
085-0000-101	PAYROLL ACCOUNT CASH	2,331.62	8,067,643.02	-8,068,167.28	1,807.36
086-0000-101	EMPLOYEE SAVINGS CASH	116.61	160,821.77	-2,761.43	158,176.95
087-0000-101	JUVE CASE MANAGER CASH	1,963.41	.00	.00	1,963.41
088-0000-101	GRAND JURY CASH	.00	.00	.00	.00
089-0000-101	JP 1 FEE CASH	50,132.69	141,397.74	-135,663.67	55,866.76
090-0000-101	JP 2 FEE CASH	30,697.32	107,490.14	-100,770.55	37,416.91
091-0000-101	JP 3 FEE CASH	44,746.80	139,838.86	-132,968.52	51,617.14
092-0000-101	JP 4 FEE CASH	32,771.74	156,302.23	-135,345.62	53,728.35
098-0000-101	LOCAL TRUANCY CASH	.00	1,499.26	.00	1,499.26
100-0000-101	TIFB LIBRARY GRANT CASH	.00	.00	.00	.00
101-0000-101	LEEVE DIST 6 CASH	69,313.43	74.13	.00	69,387.56
102-0000-101	Family Violence Cash	.00	.00	.00	.00
103-0000-101	GATES FOUNDATION GRANT CASH	.00	.00	.00	.00
104-0000-101	LOAN STAR LIBRARY CASH	.00	.00	.00	.00
105-0000-101	Cash	.00	.00	.00	.00
106-0000-101	TASK FORCE ID CASH	.00	.00	.00	.00
107-0000-101	TECH UPGRADE PROJECT CASH	.00	.00	.00	.00
108-0000-101	2006 DJ BX 1061 CASH	.00	.00	.00	.00
109-0000-101	TCLEOSE TRAINING CASH	38,031.99	17,879.21	-2,067.40	53,043.80
110-0000-101	CO & DIST CRT TECH CASH	5,569.93	842.46	.00	6,412.39

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
111-0000-101	ORCA DISASTER GRANT CASH	.00	.00	.00	.00
112-0000-101	JUSTICE CRT ASSIST & TECH CASH	231,917.99	7,021.86	-11,897.74	227,042.11
113-0000-101	RECORDS ARCHIVE CASH	172,664.86	87,490.00	-4,590.80	255,564.06
114-0000-101	Cash	.00	.00	.00	.00
115-0000-101	J FRANK DOBIE LIBRARY CASH	.00	.00	.00	.00
117-0000-101	SCAAP DIVERSITY CASH	18,863.89	22,022.00	-12,160.53	28,665.36
118-0000-101	TRANS IMPROVEMENT - CASH	.00	.00	.00	.00
119-0000-101	2012 DJ BX 0406 TASER CASH	.00	.00	.00	.00
120-0000-101	KC ESSENTIALS GRANT CASH	.00	.00	.00	.00
121-0000-101	H2O MITIGATION CASH	.00	.00	.00	.00
122-0000-101	EMW 2011500019 CASH	.00	.00	.00	.00
123-0000-101	TAX ASSESSOR ADMIN FEE CASH	15,537.64	1,243.07	.00	16,780.71
124-0000-101	JUVE GRANT N CASH	.00	.00	.00	.00
125-0000-101	EMISSIONS ENFORCEMENT CASH	2,558.17	.00	.00	2,558.17
126-0000-101	2013 DJBX0665 CASH	.00	.00	.00	.00
127-0000-101	CAPITAL MURDER GRANT CASH	.00	.00	.00	.00
128-0000-101	2014 ROAD BOND CASH	311,773.58	3,451,185.23	-3,542,064.14	220,894.67
129-0000-101	BVP GRANT CASH	.00	.00	.00	.00
130-0000-101	ENS GRANT - CASH	.00	.00	.00	.00
131-0000-101	CERTZ GRANT CASH	.00	.00	.00	.00
132-0000-101	DEFENSE EXPENSES CASH	.00	.00	.00	.00
133-0000-101	ENHANCEMENT GRANT CASH	.00	.00	.00	.00
134-0000-101	TRAFFIC STUDY CASH	.00	.00	.00	.00
135-0000-101	SERIES 2015 BOND CASH	.00	.00	.00	.00
136-0000-101	2019 ROAD BOND CONST. CASH	.00	110.92	-39,900,055.46	-39,899,944.54
137-0000-101	2019 FACILIT. BOND CONST. CASH	.00	56.28	-19,900,028.14	-19,899,971.86
161-0000-101	2019 ROAD BOND ICS CASH	.00	.00	.00	.00
162-0000-101	2019 FACILITIES BOND ICS CASH	.00	.02	-.01	.01
999-0000-101	POOLED CASH	15,060,107.97	42,246,176.50	-27,702,815.61	29,603,468.86
999-0005-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		33,416,838.83	107,829,607.15	138,583,114.17	2,663,331.81

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



Summary Statement

January 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

Average Monthly Yield: 1.86%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0813-0001 GENERAL FUND	0.00	1,000,000.00	0.00	248.54	248.54	161,314.40	1,000,248.54
TX-01-0813-0002 2014 ROAD BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	1,000,000.00	0.00	248.54	248.54	161,314.40	1,000,248.54



Account Statement

January 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0001

Summary

							Average Monthly Yield:	1.85%
		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance	
TX-01-0813-0001	GENERAL FUND	0.00	1,000,000.00	0.00	248.54	161,314.40	1,000,248.54	

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/27/2020	Contribution	1,000,000.00			TXT11667907
01/31/2020	Income Earned For The Period	248.54			
01/31/2020	Ending Balance			1,000,248.54	



Account Statement

January 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0002

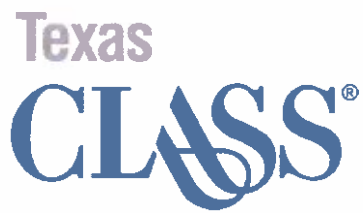
Summary

Average Monthly Yield: 1.85%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0002	2014 ROAD BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
01/01/2020	Beginning Balance			0.00	
01/31/2020	Ending Balance			0.00	



Daily Rates

January 2020

TXCLASS

Date	Dividend Rate	Daily Yield
01-Jan-20	0.000053016	1.94%
02-Jan-20	0.000051779	1.90%
03-Jan-20	0.000051505	1.89%
04-Jan-20	0.000051505	1.89%
05-Jan-20	0.000051505	1.89%
06-Jan-20	0.000051505	1.89%
07-Jan-20	0.000051505	1.89%
08-Jan-20	0.000051232	1.88%
09-Jan-20	0.000051232	1.88%
10-Jan-20	0.000051232	1.88%
11-Jan-20	0.000051232	1.88%
12-Jan-20	0.000051232	1.88%
13-Jan-20	0.000050959	1.87%
14-Jan-20	0.000050959	1.87%
15-Jan-20	0.000050959	1.87%
16-Jan-20	0.000050686	1.86%
17-Jan-20	0.000050413	1.85%
18-Jan-20	0.000050413	1.85%
19-Jan-20	0.000050413	1.85%
20-Jan-20	0.000050413	1.85%
21-Jan-20	0.000050413	1.85%
22-Jan-20	0.000050413	1.85%
23-Jan-20	0.000050413	1.85%
24-Jan-20	0.000050139	1.84%
25-Jan-20	0.000050139	1.84%
26-Jan-20	0.000050139	1.84%
27-Jan-20	0.000049866	1.83%
28-Jan-20	0.000049866	1.83%
29-Jan-20	0.000049593	1.82%
30-Jan-20	0.000049593	1.82%
31-Jan-20	0.000049593	1.82%



Summary Statement

February 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

Average Monthly Yield: 1.77%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0813-0001 GENERAL FUND	1,000,248.54	10,000,000.00	0.00	12,486.31	12,734.85	8,936,852.66	11,012,734.85
TX-01-0813-0002 2014 ROAD BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1,000,248.54	10,000,000.00	0.00	12,486.31	12,734.85	8,936,852.66	11,012,734.85



Account Statement

February 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0001

Summary

Average Monthly Yield: 1.77%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0001	GENERAL FUND	1,000,248.54	10,000,000.00	0.00	12,486.31	8,936,852.66	11,012,734.85

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
02/01/2020	Beginning Balance			1,000,248.54	
02/07/2020	Contribution	10,000,000.00			TXT11776839
02/29/2020	Income Earned For The Period	12,486.31			
02/29/2020	Ending Balance			11,012,734.85	



Account Statement

February 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0002

Summary

Average Monthly Yield: 1.77%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0002	2014 ROAD BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
02/01/2020	Beginning Balance			0.00	
02/29/2020	Ending Balance			0.00	



Daily Rates

February 2020

TXCLASS

Date	Dividend Rate	Daily Yield
01-Feb-20	0.000049593	1.82%
02-Feb-20	0.000049593	1.82%
03-Feb-20	0.000049320	1.81%
04-Feb-20	0.000049320	1.81%
05-Feb-20	0.000049046	1.80%
06-Feb-20	0.000048773	1.79%
07-Feb-20	0.000048500	1.78%
08-Feb-20	0.000048500	1.78%
09-Feb-20	0.000048500	1.78%
10-Feb-20	0.000048519	1.78%
11-Feb-20	0.000048500	1.78%
12-Feb-20	0.000048526	1.78%
13-Feb-20	0.000048500	1.78%
14-Feb-20	0.000048227	1.77%
15-Feb-20	0.000048227	1.77%
16-Feb-20	0.000048227	1.77%
17-Feb-20	0.000048227	1.77%
18-Feb-20	0.000048227	1.77%
19-Feb-20	0.000048227	1.77%
20-Feb-20	0.000048227	1.77%
21-Feb-20	0.000047954	1.76%
22-Feb-20	0.000047954	1.76%
23-Feb-20	0.000047954	1.76%
24-Feb-20	0.000047954	1.76%
25-Feb-20	0.000047954	1.76%
26-Feb-20	0.000047680	1.75%
27-Feb-20	0.000047680	1.75%
28-Feb-20	0.000047680	1.75%
29-Feb-20	0.000047680	1.75%



Summary Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

Average Monthly Yield: 1.47%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0813-0001 GENERAL FUND	11,012,734.85	5,000,000.00	0.00	17,415.39	30,150.24	14,247,607.75	16,030,150.24
TX-01-0813-0002 2014 ROAD BOND FUND	0.00	1,200,000.00	0.00	200.04	200.04	193,571.74	1,200,200.04
TX-01-0813-0003 2019 ROAD BOND	0.00	39,900,000.00	0.00	8,027.28	8,027.28	7,723,623.53	39,908,027.28
TX-01-0813-0004 2019 FACILITIES BOND	0.00	19,900,000.00	0.00	4,003.58	4,003.58	3,852,133.04	19,904,003.58
Total	11,012,734.85	66,000,000.00	0.00	29,646.29	42,381.14	26,016,936.07	77,042,381.14



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0001

Summary

		Average Monthly Yield: 1.47%					
		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0001	GENERAL FUND	11,012,734.85	5,000,000.00	0.00	17,415.39	14,247,607.75	16,030,150.24

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			11,012,734.85	
03/12/2020	Contribution	5,000,000.00			TXT12031837
03/31/2020	Income Earned For The Period	17,415.39			
03/31/2020	Ending Balance			16,030,150.24	



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0002

Summary

Average Monthly Yield: 1.47%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0002	2014 ROAD BOND FUND	0.00	1,200,000.00	0.00	200.04	193,571.74	1,200,200.04

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			0.00	
03/27/2020	Contribution	1,200,000.00			TXT12140243
03/31/2020	Income Earned For The Period	200.04			
03/31/2020	Ending Balance			1,200,200.04	



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0003

Summary

Average Monthly Yield: 1.47%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
TX-01-0813-0003	2019 ROAD BOND	0.00	39,900,000.00	0.00	8,027.28	7,723,623.53	39,908,027.28

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			0.00	
03/26/2020	Contribution	39,900,000.00			TXT12130816
03/31/2020	Income Earned For The Period	8,027.28			
03/31/2020	Ending Balance			39,908,027.28	



Account Statement

March 2020

Kaufman County

100 N. Washington Street
Kaufman, TX 75142

TXCLASS

TX-01-0813-0004

Summary

							Average Monthly Yield:	1.47%
		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance	
TX-01-0813-0004	2019 FACILITIES BOND	0.00	19,900,000.00	0.00	4,003.58	3,852,133.04	19,904,003.58	

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
03/01/2020	Beginning Balance			0.00	
03/26/2020	Contribution	19,900,000.00			TXT12130814
03/31/2020	Income Earned For The Period	4,003.58			
03/31/2020	Ending Balance			19,904,003.58	



Daily Rates

March 2020

TXCLASS

Date	Dividend Rate	Daily Yield
01-Mar-20	0.000047680	1.75%
02-Mar-20	0.000047294	1.73%
03-Mar-20	0.000047019	1.72%
04-Mar-20	0.000046259	1.69%
05-Mar-20	0.000045653	1.67%
06-Mar-20	0.000044781	1.64%
07-Mar-20	0.000044781	1.64%
08-Mar-20	0.000044781	1.64%
09-Mar-20	0.000043597	1.60%
10-Mar-20	0.000042950	1.57%
11-Mar-20	0.000042762	1.57%
12-Mar-20	0.000042489	1.56%
13-Mar-20	0.000041990	1.54%
14-Mar-20	0.000041990	1.54%
15-Mar-20	0.000041990	1.54%
16-Mar-20	0.000039963	1.46%
17-Mar-20	0.000039445	1.44%
18-Mar-20	0.000038436	1.41%
19-Mar-20	0.000037754	1.38%
20-Mar-20	0.000037187	1.36%
21-Mar-20	0.000037187	1.36%
22-Mar-20	0.000037187	1.36%
23-Mar-20	0.000036617	1.34%
24-Mar-20	0.000036126	1.32%
25-Mar-20	0.000035295	1.29%
26-Mar-20	0.000034471	1.26%
27-Mar-20	0.000033637	1.23%
28-Mar-20	0.000033637	1.23%
29-Mar-20	0.000033637	1.23%
30-Mar-20	0.000033057	1.21%
31-Mar-20	0.000032731	1.20%

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
GENERAL FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2020 - 01/31/2020

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

TexPool Update

Simplify your payment process with the Vendor Payment Instructions Form. Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$3,054,035.58	\$0.00	\$1,200,000.00	\$2,895.86	\$1,856,931.44	\$1,892,838.67
Total Dollar Value	\$3,054,035.58	\$0.00	\$1,200,000.00	\$2,895.86	\$1,856,931.44	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2020)	Share Price (01/31/2020)	Shares Owned (01/31/2020)	Market Value (01/31/2020)
TexPool Prime	590/7878000001	\$3,054,035.58	\$1.00	1,856,931.440	\$1,856,931.44
Total Dollar Value		\$3,054,035.58			\$1,856,931.44

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000001	\$2,895.86	\$2,895.86
Total		\$2,895.86	\$2,895.86

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2020	01/01/2020	BEGINNING BALANCE	\$3,054,035.58	\$1.00		3,054,035.580
01/02/2020	01/02/2020	WITHDRAWAL	\$1,200,000.00-	\$1.00	1,200,000.000-	1,854,035.580
01/31/2020	01/31/2020	MONTHLY POSTING	\$2,895.86	\$1.00	2,895.860	1,856,931.440
Account Value as of 01/31/2020			\$1,856,931.44	\$1.00		1,856,931.440

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
GENERAL FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 02/01/2020 - 02/29/2020

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

TexPool Update

You can update your contact information via TexConnect Online. Enter your Location #, PIN and Password, then click Maintenance on the blue menu bar to get started.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$1,856,931.44	\$0.00	\$0.00	\$2,602.01	\$1,859,533.45	\$1,857,110.89
Total Dollar Value	\$1,856,931.44	\$0.00	\$0.00	\$2,602.01	\$1,859,533.45	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2020)	Share Price (02/29/2020)	Shares Owned (02/29/2020)	Market Value (02/29/2020)
TexPool Prime	590/7878000001	\$1,856,931.44	\$1.00	1,859,533.450	\$1,859,533.45
Total Dollar Value		\$1,856,931.44			\$1,859,533.45

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000001	\$2,602.01	\$5,497.87
Total		\$2,602.01	\$5,497.87

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2020	02/01/2020	BEGINNING BALANCE	\$1,856,931.44	\$1.00		1,856,931.440
02/28/2020	02/28/2020	MONTHLY POSTING	\$2,602.01	\$1.00	2,602.010	1,859,533.450
Account Value as of 02/29/2020			\$1,859,533.45	\$1.00		1,859,533.450

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
GENERAL FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. Submit any changes on the proper maintenance form, found under Account Documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$1,859,533.45	\$5,000,000.00	\$0.00	\$5,378.18	\$6,864,911.63	\$5,085,513.39
Total Dollar Value	\$1,859,533.45	\$5,000,000.00	\$0.00	\$5,378.18	\$6,864,911.63	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000001	\$1,859,533.45	\$1.00	6,864,911.630	\$6,864,911.63
Total Dollar Value		\$1,859,533.45			\$6,864,911.63

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000001	\$5,378.18	\$10,876.05
Total		\$5,378.18	\$10,876.05

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$1,859,533.45	\$1.00		1,859,533.450
03/12/2020	03/12/2020	TRANSFER DEPOSIT	\$5,000,000.00	\$1.00	5,000,000.000	6,859,533.450
03/31/2020	03/31/2020	MONTHLY POSTING	\$5,378.18	\$1.00	5,378.180	6,864,911.630
Account Value as of 03/31/2020			\$6,864,911.63	\$1.00		6,864,911.630

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2020 - 01/31/2020

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

TexPool Update

Simplify your payment process with the Vendor Payment Instructions Form. Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$13,077,940.32	\$0.00	\$0.00	\$19,999.23	\$13,097,939.55	\$13,078,585.46
Total Dollar Value	\$13,077,940.32	\$0.00	\$0.00	\$19,999.23	\$13,097,939.55	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2020)	Share Price (01/31/2020)	Shares Owned (01/31/2020)	Market Value (01/31/2020)
TexPool Prime	590/7878000006	\$13,077,940.32	\$1.00	13,097,939.550	\$13,097,939.55
Total Dollar Value		\$13,077,940.32			\$13,097,939.55

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000006	\$19,999.23	\$19,999.23
Total		\$19,999.23	\$19,999.23

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000006

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2020	01/01/2020	BEGINNING BALANCE	\$13,077,940.32	\$1.00		13,077,940.320
01/31/2020	01/31/2020	MONTHLY POSTING	\$19,999.23	\$1.00	19,999.230	13,097,939.550
Account Value as of 01/31/2020			\$13,097,939.55	\$1.00		13,097,939.550

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 02/01/2020 - 02/29/2020

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

TexPool Update

You can update your contact information via TexConnect Online. Enter your Location #, PIN and Password, then click Maintenance on the blue menu bar to get started.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$13,097,939.55	\$0.00	\$3,000,000.00	\$17,442.67	\$10,115,382.22	\$12,443,970.08
Total Dollar Value	\$13,097,939.55	\$0.00	\$3,000,000.00	\$17,442.67	\$10,115,382.22	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2020)	Share Price (02/29/2020)	Shares Owned (02/29/2020)	Market Value (02/29/2020)
TexPool Prime	590/7878000006	\$13,097,939.55	\$1.00	10,115,382.220	\$10,115,382.22
Total Dollar Value		\$13,097,939.55			\$10,115,382.22

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000006	\$17,442.67	\$37,441.90
Total		\$17,442.67	\$37,441.90

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000006

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2020	02/01/2020	BEGINNING BALANCE	\$13,097,939.55	\$1.00		13,097,939.550
02/12/2020	02/12/2020	WITHDRAWAL	\$500,000.00-	\$1.00	500,000.000-	12,597,939.550
02/26/2020	02/26/2020	WITHDRAWAL	\$2,500,000.00-	\$1.00	2,500,000.000-	10,097,939.550
02/28/2020	02/28/2020	MONTHLY POSTING	\$17,442.67	\$1.00	17,442.670	10,115,382.220
Account Value as of 02/29/2020			\$10,115,382.22	\$1.00		10,115,382.220

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND FUND
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. Submit any changes on the proper maintenance form, found under Account Documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$10,115,382.22	\$0.00	\$450,000.00	\$11,159.65	\$9,676,541.87	\$9,810,903.50
Total Dollar Value	\$10,115,382.22	\$0.00	\$450,000.00	\$11,159.65	\$9,676,541.87	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000006	\$10,115,382.22	\$1.00	9,676,541.870	\$9,676,541.87
Total Dollar Value		\$10,115,382.22			\$9,676,541.87

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000006	\$11,159.65	\$48,601.55
Total		\$11,159.65	\$48,601.55

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000006

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$10,115,382.22	\$1.00		10,115,382.220
03/11/2020	03/11/2020	WITHDRAWAL	\$450,000.00-	\$1.00	450,000.000-	9,665,382.220
03/31/2020	03/31/2020	MONTHLY POSTING	\$11,159.65	\$1.00	11,159.650	9,676,541.870
Account Value as of 03/31/2020			\$9,676,541.87	\$1.00		9,676,541.870

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
CONSTRUCTION PROJECT
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2020 - 01/31/2020

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

TexPool Update

Simplify your payment process with the Vendor Payment Instructions Form. Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$172.45	\$0.00	\$0.00	\$0.31	\$172.76	\$172.46
Total Dollar Value	\$172.45	\$0.00	\$0.00	\$0.31	\$172.76	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2020)	Share Price (01/31/2020)	Shares Owned (01/31/2020)	Market Value (01/31/2020)
TexPool Prime	590/7878000005	\$172.45	\$1.00	172.760	\$172.76
Total Dollar Value		\$172.45			\$172.76

Interest Summary

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

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000005

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2020	01/01/2020	BEGINNING BALANCE	\$172.45	\$1.00		172.450
01/31/2020	01/31/2020	MONTHLY POSTING	\$0.31	\$1.00	0.310	172.760
Account Value as of 01/31/2020			\$172.76	\$1.00		172.760

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
CONSTRUCTION PROJECT
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 02/01/2020 - 02/29/2020

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

TexPool Update

You can update your contact information via TexConnect Online. Enter your Location #, PIN and Password, then click Maintenance on the blue menu bar to get started.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$172.76	\$0.00	\$0.00	\$0.29	\$173.05	\$172.78
Total Dollar Value	\$172.76	\$0.00	\$0.00	\$0.29	\$173.05	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2020)	Share Price (02/29/2020)	Shares Owned (02/29/2020)	Market Value (02/29/2020)
TexPool Prime	590/7878000005	\$172.76	\$1.00	173.050	\$173.05
Total Dollar Value		\$172.76			\$173.05

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000005	\$0.29	\$0.60
Total		\$0.29	\$0.60

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000005

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2020	02/01/2020	BEGINNING BALANCE	\$172.76	\$1.00		172.760
02/28/2020	02/28/2020	MONTHLY POSTING	\$0.29	\$1.00	0.290	173.050
Account Value as of 02/29/2020			\$173.05	\$1.00		173.050

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
CONSTRUCTION PROJECT
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. Submit any changes on the proper maintenance form, found under Account Documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$173.05	\$0.00	\$0.00	\$0.29	\$173.34	\$173.06
Total Dollar Value	\$173.05	\$0.00	\$0.00	\$0.29	\$173.34	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000005	\$173.05	\$1.00	173.340	\$173.34
Total Dollar Value		\$173.05			\$173.34

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000005	\$0.29	\$0.89
Total		\$0.29	\$0.89

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000005

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$173.05	\$1.00		173.050
03/31/2020	03/31/2020	MONTHLY POSTING	\$0.29	\$1.00	0.290	173.340
Account Value as of 03/31/2020			\$173.34	\$1.00		173.340

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND I & S
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 01/01/2020 - 01/31/2020

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

TexPool Update

Simplify your payment process with the Vendor Payment Instructions Form. Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$159.10	\$0.00	\$0.00	\$0.31	\$159.41	\$159.11
Total Dollar Value	\$159.10	\$0.00	\$0.00	\$0.31	\$159.41	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2020)	Share Price (01/31/2020)	Shares Owned (01/31/2020)	Market Value (01/31/2020)
TexPool Prime	590/7878000007	\$159.10	\$1.00	159.410	\$159.41
Total Dollar Value		\$159.10			\$159.41

Interest Summary

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

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000007

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2020	01/01/2020	BEGINNING BALANCE	\$159.10	\$1.00		159.100
01/31/2020	01/31/2020	MONTHLY POSTING	\$0.31	\$1.00	0.310	159.410
Account Value as of 01/31/2020			\$159.41	\$1.00		159.410

TexPool Participant Services
C/O Federated Investors Inc.
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Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND I & S
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 02/01/2020 - 02/29/2020

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

TexPool Update

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TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$159.41	\$0.00	\$0.00	\$0.29	\$159.70	\$159.43
Total Dollar Value	\$159.41	\$0.00	\$0.00	\$0.29	\$159.70	

Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2020)	Share Price (02/29/2020)	Shares Owned (02/29/2020)	Market Value (02/29/2020)
TexPool Prime	590/7878000007	\$159.41	\$1.00	159.700	\$159.70
Total Dollar Value		\$159.41			\$159.70

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000007	\$0.29	\$0.60
Total		\$0.29	\$0.60

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000007

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2020	02/01/2020	BEGINNING BALANCE	\$159.41	\$1.00		159.410
02/28/2020	02/28/2020	MONTHLY POSTING	\$0.29	\$1.00	0.290	159.700
Account Value as of 02/29/2020			\$159.70	\$1.00		159.700

TexPool Participant Services
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Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND I & S
ATTN CHARLES MOHNKERN
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 03/01/2020 - 03/31/2020

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

TexPool Update

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TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$159.70	\$0.00	\$0.00	\$0.21	\$159.91	\$159.71
Total Dollar Value	\$159.70	\$0.00	\$0.00	\$0.21	\$159.91	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2020)	Share Price (03/31/2020)	Shares Owned (03/31/2020)	Market Value (03/31/2020)
TexPool Prime	590/7878000007	\$159.70	\$1.00	159.910	\$159.91
Total Dollar Value		\$159.70			\$159.91

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000007	\$0.21	\$0.81
Total		\$0.21	\$0.81

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000007

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2020	03/01/2020	BEGINNING BALANCE	\$159.70	\$1.00		159.700
03/31/2020	03/31/2020	MONTHLY POSTING	\$0.21	\$1.00	0.210	159.910
Account Value as of 03/31/2020			\$159.91	\$1.00		159.910

**COMMISSIONERS COURT
REGULAR MEETING
APRIL 14, 2020**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met by a Zoom meeting (Video Conference) in the Emergency Operations Center, 2125 South Houston Street, Kaufman Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1: (Video); **Skeet Phillips**, Commissioner Precinct No. 2 (Video); **Terry Barber**, Commissioner Precinct No. 3 (Video); **Ken Cates**, Commissioner Precinct No. 4 (Video); **Laura Hughes**, County Clerk.

ROUTINE CORRESPONDENCE

CONSENT AGENDA

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

- A. Approve Star Transit Ridership Reports for March 2020.
- B. Approve the Fire Marshal's Monthly report.
- C. Approve the Veteran's Service Monthly report.
- D. Approve the Commissioner's Court meeting minutes for March 24, 2020 and April 7, 2020.
- E. Approve the Appointments of Mr. Wayne McKenzie and Mr. Jerry Martin as Environmental Health Inspectors, per Court Order #040720-10, Sect. 6; §121.003(c) Texas Health and Safety Code.
- F. Approve Deputations of Wade Bowden and David L. Yescas as Deputy Sheriff's for Sheriff's Department.
- G. Approve the Sheriff's Department Monthly Report.

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

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

MOTION TO APPROVE FUNDING

3. There came on to be a motion to approve the funding for Night Vision Goggles for the Kaufman County Swat Team through Homeland Security Grant Funding.

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

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

MOTION TO APPROVE AGREEMENT

4. There came on to be a motion to approve an Interlocal Cooperation Agreement between Kaufman County and Forney Independent School District for Law Enforcement Services.

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

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

MOTION TO TABLE ROAD BOND CONTRACT OPTIONS

5. There came on to be a motion to table the contract options for the 2019 Kaufman County Bond Program - Consulting Engineering Services – Road and Bridge Program Management.

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

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

MOTION TO APPROVE CONTRACT FOR RFQ 20-11

6. There came on to be a motion to approve an Architectural Services Contract for 2019 Kaufman County Bond Program - Design Services - Animal Shelter (RFQ 20-11) between Quorum and Kaufman County.

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

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

MOTION TO APPROVE CONTRACT FOR RFP 20-09

7. There came on to be a motion to approve a Contract for 2019 Kaufman County Bond Program - Facilities Master Plan (RFP 20-09) between HOK and Kaufman County.

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 CONTRACT FOR RFP 20-09

8. There came on to be a motion to approve a Contract for 2019 Kaufman County Bond Program- Design Services for Justice Center (RFP 20-09) between HOK and Kaufman County.

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 RETURN OF ASSET

9. There came on to be a motion to approve the return of Asset #12608 for the lease/purchase of a New 2020 John Deere 672G in the amount of \$271,321.00, utilizing Buyboard Contract #597-19; for Precinct 1.

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 LEASE AGREEMENT

10. There came on to be a motion to approve a Lease Agreement between Kaufman County Precinct 4 and W & R Properties (DBA Borders and Long Oil Co., Inc.).

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

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

MOTION TO APPROVE LINE ITEM TRANSFERS

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

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 CLAIMS FOR PAYMENT

12. There came on to be a motion to approve Claims for Payment for \$3,334,695.15.

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

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

MOTION TO ADJOURN

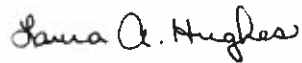
13. There came on to be a motion to adjourn.

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

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

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

ATTEST:

A handwritten signature in cursive script that reads "Laura A. Hughes".

Laura Hughes, County Clerk

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 Gary D. Prox 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 Gary D. Prox 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 6 day of April 2020

[Signature]
of Kaufman County, Texas

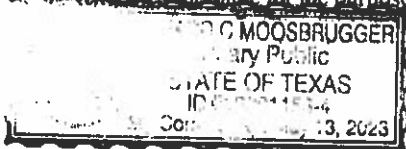
The State of Texas

COUNTY OF Kaufman

Before Me, Richard Moosbrugger

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 6 day of April 2020

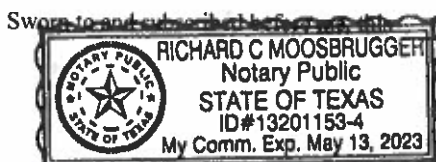
[Signature]

OATH OF OFFICE

"I, Gary D. Prox

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]



6 day of April 2020

[Signature]
Notary Public

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 John . Howell 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 John . Howell 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 6 day of April 2020

[Signature]
of Kaufman County, Texas

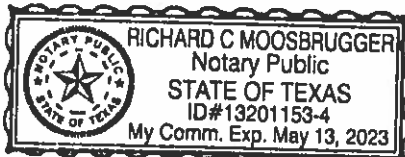
The State of Texas

COUNTY OF Kaufman

Before Me, Richard Moosbrugger

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 6 day of April 2020

[Signature]

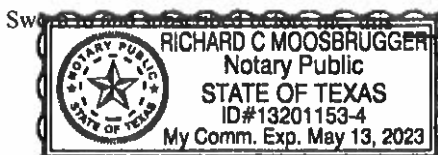
OATH OF OFFICE

"I, John . Howell

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]

6 day of April 2020



[Signature]
Notary Public



Kaufman County Sheriff's Office

Sheriff Bryan W. Beavers

Sheriff's Office Financial Report March, 2020

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

Civil	\$ 2,172.00
Money Orders (For Bonds)	\$ 2,560.00
Impound (Wrecker Services)	\$ 0.00
Cash Bonds	\$ 11,250.00
Prisoner Jail Maintenance (SSI)	\$ 350.00
Other Agencies Bonds	\$ 5,246.89
Overall Total:	21,578.89

A handwritten signature in blue ink that reads "Bryan W. Beavers".

Bryan W. Beavers
Sheriff

Kaufman County Sheriff's Office

Sheriff Bryan W. Beavers

CRIMINAL LAW ENFORCEMENT DIVISION

	Mar-19		YTD 19	Mar-20		YTD 20
Incidents Reported by Deputies	932		2,718	840		2,681
Reports Forwarded to CID	495		1,484	395		1,371
Cases Cleared by Investigation	158	31.90%	560	158	40.00%	458
Arrests Made	152		463	145		471
Patrol Security Checks	8,593		24,399	8,428		25,540
Recovered Property	\$27,200		\$360,269	\$46,900		\$93,655

	Assigned	Filed	Cleared
CID Capers Filed/Cleared By Investigation	47	26	25
CID Property Filed/Cleared by Investigation	120	38	45

	Assigned	Filed	Cleared
	52	28	31
	105	37	34

DETENTION DIVISION

	Mar-19			Mar-20		
Average Daily Inmate Population	401		1166	403		1,248
Inmates Being Held for TDCJ	14		35	10		37
Admissions to Jail	416	Avg. 15.28	1333	335	Avg. 10.8	1,198
Released from Jail	413	Avg. 14.92	1283	365	Avg. 11.7	1,235
Out of County Inmates Housed	120		324	108		355
Inmate Housing Revenue	\$160,140.16		\$465,314.46	\$185,394.33		\$550,661

COMMUNICATIONS DIVISION

	Mar-19			Mar-20		
Emergency 911 Calls	3,149		8,513	3167		3,982
Calls For Service	9,731	Avg. 324	28,267	9,079	Avg. 293	27,660
Admin Calls	2,986		8,238	2,898		8,720

WARRANT DIVISION

	Mar-19			Mar-20		
Warrants Received	1,142		2,076	492		1,645
Warrants Served/Recalled	305		1,763	534		2,342

CIVIL PROCESS / EXECUTION DIVISION

	Mar-19			Mar-20		
Civil Received	71		255	67		242
Civil Served / Recalled	74		256	75		257

ANIMAL CONTROL

	Mar-19			Mar-20		
Dogs	88		233	101		278
Total hours	70:40:00		166:36:00	126:27:00		398.55

COMMERCIAL VEHICLE ENFORCEMENT

	Mar-19			Mar-20		
Contacts	257		936	68		338
Equipment/Registration/inspection Viola	84		422	30		177
Moving/Over Weight Violations	173		430	38		161

IN HOUSE TRAINING

	Mar-19			Mar-20		
Course Hours	448	\$3,891	1,000	58	\$11,030	414
Course Students	58		253	34		270

Kaufman County Sheriff's Office

Sheriff Bryan W. Beavers

NARCOTICS DIVISION

Arrest
Narcotics Grams
Cases Filed
Vehicles Filed for Seizure
Search Warrants
Agency Assist
Firearms Seized

Mar-19

2
264.3
54
2
1
6
0

YTD 19

8
1222.3
176
5
6
6
5

Mar-20

0
203.55
10
0
2
2
0

YTD 20

3
543.15
49
1
5
8
2

K-9 DIVISION

Arrest
Narcotics Grams
Call Outs
Searches
CFS
Agency Asst.

Mar-19

11
8
0
39
152
2

Mar-20

46
227
2
139
493
11

31
4,083.30
2
65
701
27

ENVIRONMENTAL DIVISION

Illegal Dumping
Public Nuisance
Follow Up
Clean Up
Health & Safety Insp.
Agency Assist
Citations

Mar-19

6
8
41
6
3
6
4

Mar-20

33
35
126
29
6
34
12

52
32
99
46
7
6
2

TRANSPORT DIVISION

P/U Texas
P/U Out of State
Bench Warrants
Medical Appt.
TDCJ

Mar-19

35
1
7
4
16

Mar-20

89
5
21
12
65

97
6
30
7
84

TRANSPORT TO COURT

County Court
District Court
Juvenile Court
Federal Court
CPS Court

Mar-19

76
101
17
172
4

Mar-20

205
412
39
442
9

152
342
52
384
7

DRONE DEPLOYMENT

--

Mar-19

0

Mar-20

0

1



KAUFMAN COUNTY, TEXAS

COURT ORDER # _____

**AMENDED DECLARATION OF LOCAL DISASTER FOR
PUBLIC HEALTH EMERGENCY**

WHEREAS, beginning in December, 2019, a novel coronavirus, now designated COVID-19 was detected in mainland China, and has since spread throughout the world; and

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic on March 11, 2020; and

WHEREAS, extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout Kaufman County; and

WHEREAS, on March 18, 2020 Judge Hal Richards signed a Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision; and

WHEREAS, on March 24, 2020, the Kaufman County Commissioners Court issued an Order Extending the Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Kaufman County Emergency Management Plan and extended the Declaration of Local Disaster until April 25, 2020; and

WHEREAS, Governor Abbott issued Executive Order GA-14 and Kaufman County found that the County's Declaration of Local Disaster should be extended until April 30, 2020 to reflect the duration of GA-14.

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT of the County of Kaufman, Texas that the Order Extending the Declaration of Local Disaster for Public Health Emergency be amended as follows:

Effective as of 11:59 p.m. on April 30th, 2020, and continuing until 11:59 p.m. on

-
1. That a state of disaster is declared for Kaufman County, Texas pursuant to section 418.108(a) of the Texas Government Code.

2. That the County's Emergency Management Plan has been implemented.
3. That this state of disaster shall continue from the original Declaration of Local Disaster for Public Health Emergency and is in force until _____, unless the same is modified, amended, rescinded, or continued by consent of the Commissioners Court of the County of Kaufman, Texas.
4. That this proclamation shall take effect immediately from and after its issuance.
5. Kaufman County, Texas intends and shall follow Governor Greg Abbot's Executive Orders as they are released.

ORDERED this 28th day of April, 2020.

Hal Richards,
COUNTY JUDGE

Mike Hunt,
COMMISSIONER PCT. #1

Skeet Phillips,
COMMISSIONER PCT. #2

Terry Barber,
COMMISSIONER PCT. #3

Ken Cates,
COMMISSIONER PCT. #4

ATTEST: _____
County Clerk, Laura Hughes

Revised Cost

Evergreen Solutions, LLC is pleased to present our proposed fee to conduct a Compensation Study for Kaufman County (County). Evergreen Solutions is committed to providing the highest quality consulting services to our client partners for a reasonable cost. Evergreen Solutions is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our revised detailed work plan is **\$28,000**. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost also includes up to two separate onsite visits to the County for purposes of completing the requested work.

The following is our preferred invoicing schedule:

- 33% - upon completion of Tasks 1 – 2
- 33% - upon completion of Tasks 3 – 4
- 34% - upon completion of Tasks 5 – 8

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the County wishes to identify.



Revised Work Plan

Per our discussion, the following is a revised work plan based on changes to the scope of work as well as a revised timeline.

Detailed Work Plan

Evergreen has provided a detailed work plan that consist of the following eight tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 4: Conduct a Market Salary Survey and Provide External Assessment Summary
- Task 5: Develop Strategic Positioning Recommendations
- Task 6: Conduct Solution Analysis
- Task 7: Develop and Submit Draft and Final Reports
- Task 8: Develop Recommendations for Compensation Administration

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the County.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for overall process, milestones, and deliverables.
- Conduct an initial meeting.

TASK ACTIVITIES

- 1.1 Discuss with the County's Project Manager (CPM), County Commissioners, and any other staff the following objectives:
 - understand the County's objectives for this project, mission and current compensation philosophy (if any);
 - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a process and timeline for the project including all assignments and project milestones/deliverables, beginning and end dates for each phase and additional meetings;



**Task 2.0
Evaluate the
Current System**

- establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the County and some of the short- and long-term priorities. This activity serves as the basis for assessing where the County is going and what type of pay scale will reinforce current and future goals.
- 1.3 Obtain relevant materials, including:
 - related background documents;
 - any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts for the departments and divisions, along with related responsibility descriptions;
 - current position and classification descriptions, salary schedule(s); and
 - personnel policies and procedures.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.
- 1.5 Schedule initial meeting with the County's Elected Leadership, including the CPM, to assure an understanding of project objectives.
- 1.6 Provide frequent progress reports to the County's Human Resources Director and CPM.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of County employees
- Initial meeting

TASK GOAL

- Conduct a review of the County's current compensation system.

TASK ACTIVITIES

- 2.1 Obtain the existing pay structure, if any, and compensation philosophy (if any) for the County. Look for potential problems and issues to be resolved. Review related background documents, including current pay scales.



**Task 3.0
Identify List of
Market Survey
Benchmarks and
Approved List of
Targets**

- 2.2 Determine the strengths and weaknesses of the current pay scales (if any) for the County and review current pay grades and identify any pay compression issues that need to be addressed.
- 2.3 Review select classifications and provide recommendations for consolidation if needed.
- 2.4 Based on a review of the County's job descriptions, score jobs using Evergreen's evaluation system.
- 2.5 Complete an assessment of current conditions that details the pros and cons of the current system for the County as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Review related background documents
- Assessment of current conditions

TASK GOALS

- Reach an appropriate number and identify the proper benchmark positions for the external labor market assessment of salary.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary assessment.

TASK ACTIVITIES

- 3.1 Identify the list of classifications to include in the labor market assessment, taking into consideration geographic applicability, specific job comparability, and departmental structure. **Note:** Evergreen consultants will work with the CPM to select up to 60 classifications to use as benchmarks for the salary survey.
- 3.2 Finalize the list of positions with the CPM.
- 3.3 For each employee group, review with the CPM peer organizations to use as targets for the salary survey. **Note:** Evergreen will work with the CPM to select up to 25 targets for the salary survey.
- 3.4 Develop a preliminary list of public and private organizations for the external labor market survey of salary, placing a comparative emphasis on characteristics such as:
 - size of the organization;
 - geographic proximity to the Kaufman area;



**Task 4.0
Conduct a Market
Salary Survey and
Provide External
Assessment
Summary**

- economic and budget characteristics; and
- other demographic data.

- 3.5 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 3.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 3.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Final list of benchmark positions for the external labor market assessment salary survey
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

- 4.1 Prepare a customized, comprehensive external labor market salary survey for the CPM's approval. Discuss questions and categories for the market salary survey.
- 4.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 4.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 4.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 4.5 Validate all data submitted.
- 4.6 Develop summary report of external labor market assessment results.



**Task 5.0
Develop Strategic
Positioning
Recommendations**

- 4.7 Submit summary report of external labor market assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results

TASK GOALS

- Assess the appropriateness of the County's existing compensation philosophy.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 5.1 Identify the accepted compensation philosophy and accompanying thresholds.
- 5.2 Using the market salary data collected in **Task 4.0**, and the compensation data reviewed in **Task 2.0**, determine the proper pay scale, including number of grades and ranges.
- 5.3 Identify highly competitive positions within the County and customize recommendations for compensation where required.
- 5.4 Identify any extreme current individual or group compensation inequities and provide a recommended corrective action.
- 5.5 Produce a pay scale(s) that best meets the needs of the County from an external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account external equity
- Plan for addressing unique, highly competitive positions

**Task 6.0
Conduct Solution
Analysis**

TASK GOALS

- Conduct analysis comparing classification values.
- Survey results for the benchmark positions.



-
- Propose several possible options for implementation.

TASK ACTIVITIES

- 6.1 Use a market based approach, or other appropriate techniques, to properly slot each classification into the proposed pay scale.
- 6.2 Place all classifications into pay grades based on **Task Activity 6.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 6.3 Propose changes for consideration to the overall pay scale that takes into consideration geographic applicability, specific job comparability, and departmental structure; as well as the findings from the salary analysis.
- 6.4 Create implementation solutions for consideration that take into account the current compensation philosophy and financial impact, as well as the findings from the compensation analysis. Recommend alternative compensation policy changes.
- 6.5 Meet with the CPM to discuss the proposed changes to the overall pay scale.
- 6.7 Determine the best solution to meet the County's needs in the short- and long-term.
- 6.8 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential changes
- Documented final solution

Task 7.0 Develop and Submit Draft and Final Reports

TASK GOALS

- Develop and submit a draft and final report of the Compensation Study to the CPM.
- Present the Final Report.

TASK ACTIVITIES

- 7.1 Develop and submit a comprehensive draft report that outlines the results of each previous step including all market salary research and recommendations. The draft report will include an estimate of the cost to implement all recommendations.
- 7.2 Submit the comprehensive draft report to the CPM for review and approval.



**Task 8.0
Develop
Recommendations
for Compensation
Administration**

- 7.3 Make edits and submit necessary copies of the final report.
- 7.4 Present the final report.
- 7.5 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Implementation and maintenance database

TASK GOALS

- Develop recommendations for a maintenance program so administration by County staff may sustain the recommended compensation system.
- Provide training to the County's HR staff.

TASK ACTIVITIES

- 8.1 Develop recommendations and guidelines for continued administration and maintenance of the compensation system, including recommendations and guidelines related to:
 - how employees will move through the pay structure/ system as a result of transfers, promotions, or demotions;
 - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
 - the proper mix of pay;
 - how often to adjust pay scales and survey the market;
 - the timing of implementation; and
 - how to keep the system fair and competitive over time.
- 8.2 Recommend recruitment/retention strategies, where appropriate.
- 8.3 Finalize and present recommendations to the CPM for review.
- 8.4 Provide training to Human Resource staff regarding plan implementation and maintenance of the recommended compensation system.



**Proposed
Timeline**

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

Evergreen possesses the ability, staff, skills, and tools to conduct the Compensation Study for Kaufman County in 90 days of the project start date and following signing of the contract. We are willing to discuss this timeline with the County to best meet its immediate needs.



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
04/28/2020	R&B #3	10441	2004	CHEV PICKUP	AUCTION
04/28/2020	MAINTENANCE	4042	2000	FORD F150	AUCTION
04/28/2020	KSO	5034	2000	FORD VAN	AUCTION
04/28/2020	R&B #3	12804	2017	DURAMAXX PATCHER	AUCTION
04/28/2020	KSO	3445	2009	CHRYSLER 300	AUCTION
04/28/2020	KSO	12226	2016	DELL OPTIPEX	DISPOSAL
04/28/2020	KSO	3628	2005	DELL MONITOR	DISPOSAL
04/28/2020	KSO	10770	2014	DELL MONITOR	DISPOSAL

AUTHORIZATION FOR PROFESSIONAL SERVICES

(04-07-2020)

PROJECT NAME: Kaufman County Engineering Services
Task Order No. 6: Road Bond Program Management Support

CLIENT: Kaufman County
Attn: Judge Richards

ADDRESS: 100 W Mulberry
Kaufman, Texas 75142

Kaufman County (the "CLIENT") hereby requests and authorizes Teague Nall and Perkins, Inc., (TNP, the "CONSULTANT") to perform the following services, in accordance with the Consulting Engineering Services Agreement – RFQ 19-17 ("County Engineering Agreement"):

Article I

SCOPE: CONSULTANT agrees to provide Program Management pursuant to Article V of the County Engineering Agreement.

CONSULTANT will provide project management SUPPORT to County Staff Engineer that includes the following:

1. Master schedule consultation.
2. Individual project scheduling.
3. Develop road matrix showing scheduling and grouping of projects.
4. Work with Commissioners to develop the preference for each Commissioner to Self-Perform or bid out road projects.
5. Develop Precinct standard roadway sections and details utilizing Geotech subconsultant (Geotech contracted under separate Task Order).
6. Develop grouping of projects to bid out to roadway contractors.
7. Develop standard contract documents including standardized bid items.
8. Identify scoping needs of individual and project groupings including surveying needs, rights-of-way needs, engineering needs, and any special services required.
9. Provide support to County Engineer for Communication including:
 - a. Monthly Updates
 - b. Precinct Reports
 - c. Annual Reports
 - d. Provide supporting documents for website updates
 - e. County Court updates

Upon determination of the details of individual projects, a Task Order will be prepared based upon that scope and will include the necessary engineering scope for that project or group of projects.

Article II

COMPENSATION: Compensation for these services shall be as follows:

- A. **Program Management:** The CONSULTANT shall be compensated on an hourly basis in accordance with the approved hourly rate schedule, not to exceed a monthly cap of \$8,000.00.

Time spent on this Task Order will be itemized on a monthly invoice and shall not exceed the monthly cap amount. Fees in excess to the monthly cap will continue to be itemized but not invoiced.

Article III

SCHEDULE: The services under this agreement will commence immediately upon scheduling with county officials and will be completed within 10 business days of commencing.

[insert schedule]

Article IV

TERM: Task Order No. 6 shall terminate on October 1, 2020 in accordance with the initial term of Consulting Engineering Services Agreement – RFQ 19-17 ("County Engineering Agreement") . In the event that the County Engineering Agreement is renewed, Task Order No. 6 shall continue in full force and effect until December 1st, 2020.

Either party may terminate the Task Order No. 6 upon SIXTY (60) calendar days from receipt of said notice. Termination of Task Order No. 6 will have no effect regarding underlying County Engineering Agreement.

Amendments to Task Order No. 6 may be made upon mutual party consent.

Article V

CONTRACT PROVISIONS: Original contract provisions are made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

By: _____

Title: _____
Date: _____

COOPERATIVE AGREEMENT
Flood Control: Structural Repair Activities – State Funds

THIS COOPERATIVE AGREEMENT is entered into by and between the parties shown below, pursuant to the authority granted and in compliance with the provisions of: Title 7, Chapter 201, Agriculture Code of Texas, and Title 31, Part 17, Chapter 529, Texas Administrative Code.

SECTION I. CONTRACTING PARTIES: This Agreement is made and entered into by and between the Texas State Soil and Water Conservation Board, hereinafter referred to as "TSSWCB" whose principal place of business is located at 1497 Country View Lane, Temple, Texas 76501; and Kaufman County, whose principal place of business is located at 100 W. Mulberry, Kaufman, TX 75142 hereinafter referred to as the "SPONSOR" with reference to the following facts:

SECTION II. SCOPE OF WORK:

1. Project. The SPONSOR shall complete all structural repair activities on flood control dams as follows in Table 1 (the "Project").

Table 1.

Flood Control Dam Common Name	Structural Repair Activity to be Performed
Cedar Creek 90	SPONSOR's costs for construction related to repair of the dam according to USDA-NRCS approved plans and specifications.

2. Land rights. The SPONSOR represents and warrant that they possess or will acquire all land rights, easements, licenses, or right-of-way as will be needed in connection with accomplishing the work outlined in Table 1.

3. Compliance with laws. The SPONSOR represents and warrant that it will complete the Project in accordance with all applicable local, state, and federal laws and rules, including Texas Administrative Code, Title 31, Chapter 529.

4. The SPONSOR represents and warrants it shall:

- a. perform the Project in accordance with the "Consideration/Price" specified in Section III of this cooperative agreement
- b. perform the Project with the professional skill, prudence and care ordinarily provided by similar professionals under the same or similar circumstances;
- c. perform the Project in a professional and workmanlike manner;

- d. perform the Project free from all liens, claims and other restrictions;
- e. perform the Project free from any violations of law and free from violations of any agreement to which SPONSOR, their agents, officers, employees or subcontractors may be subject; and
- f. perform the Project in accordance with engineering plans and design specifications provided to the SPONSOR by the TSSWCB and shall seek approval by the USDA NRCS and TSSWCB prior to initiating work that in any way deviates from the plans and specifications of the Project previously provided by TSSWCB.
- g. Upon completion of structural repair activities specified in Table 1, unexpended funds obligated within this cooperative agreement may be used to conduct operation and maintenance activities as defined by Texas Administrative Code, Title 31, Part 17, Chapter 529. Utilizing unexpended funds from this cooperative agreement for operation and maintenance activities requires prior approval.

5. Inspection of products and services. The parties agree and acknowledge that the NCRC has the right and authority to review and inspect products and services purchased through this Agreement, in performance of this Agreement, or to review and inspect the Project work completed, and/or work-in-progress, to ensure compliance with the USDA NCRC plans and specifications. Notwithstanding the foregoing, the TSSWCB, or designated agents, may also review and inspect products and services purchased or performed through this Agreement, inspect Project work-in-progress to ensure compliance with this Agreement and monitor adherence to the completion schedule as set forth in the plans and specifications of the Project previously provided by TSSWCB.

SECTION III. CONSIDERATION/PRICE:

1. Reimbursement Rate and Maximum Contract Price. The TSSWCB shall provide the SPONSOR reimbursement for work performed pursuant to the Scope of Work and the plans and specifications of the Project and otherwise required under this Agreement at the rates set herein for labor, material, and/or completion of such work. **Maximum Contract Price is \$280,634.60.** Invoices will be reimbursed at a rate of 1). 95% of construction cost, not to exceed a maximum amount of \$267,271.05; and 2). 5% of reimbursed amount for SPONSOR' administration cost, not to exceed a maximum amount of \$13,363.55.

2. Pursuant to The Texas Administrative Code Title 31, Part 17, Rule 529.52(e), SPONSOR is required to provide 5% of the total contract cost with funds not originating from state appropriations. The estimated SPONSOR' cost for this contract is \$14,066.90. The SPONSOR shall successfully complete the Project in accordance with contract requirements and within the Maximum Contract Price as specified by this subsection. Any additional cost over the Maximum Contract Price will be the responsibility of the SPONSOR unless prior written approval is obtained from TSSWCB.

3. Project Budget.

Description of Work	TSSWCB Cost Share	Sponsor Kaufman County Cost Share	Total Cost of Project
Cost Share Items:			
Construction	\$267,271.05	\$14,066.90	\$281,337.95
Total of Project Costs	\$267,271.05	\$14,066.90	\$281,337.95
Non-Cost Share Costs:			
Contract Administration	\$13,363.55		
Total Agreement Costs	\$280,634.60	\$14,066.90	

4. Eligible Costs. Pursuant to The Texas Administrative Code Title 31, Part 17, Rule 529.52, costs eligible for reimbursement include those associated with the performance of the structural repair activities required by the Scope of Work as well as costs associated with contract administration. ("Eligible Costs"). No other costs related to the structural repair activities contemplated by this Agreement are eligible for reimbursement without prior written approval by TSSWCB.

5. Reimbursement Requests. Funds due under this Agreement will be paid on a cost reimbursement basis pursuant to the cost reimbursement rate set forth above in this Section III, subsection 1.

a. The SPONSOR shall submit, each month, a monthly request for reimbursement for the actual and allowable, allocable, Eligible Costs incurred by SPONSOR for the provision of services required under this Agreement during the prior month. Payments made to SPONSOR shall not exceed the SPONSOR' actual and allowable, allocable, Eligible Costs incurred to provide the services required under this Agreement.

b. The SPONSOR' reimbursement requests must comply with the TSSWCB's invoice processing procedures. The TSSWCB may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement or which fail to conform to the conditions in this Agreement.

6. Financial management. The SPONSOR shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

SECTION IV. TERM OF AGREEMENT:

This Agreement begins upon the date the Agreement becomes executed by both parties and ends June 30, 2021 ("Initial Term"). This Agreement may be extended as needed, ("Extension"), provided both parties agree to extend prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes. The Initial Term and all Extensions, if any, shall collectively become the total duration of the Agreement ("Term").

SECTION V. CONTRACT SUSPENSION, TERMINATION, AND CLOSEOUT

1. Suspension. TSSWCB may, on reasonable notice to the SPONSOR, suspend the Agreement, withhold further payments, and prohibit the SPONSOR from incurring additional obligations under the Agreement, pending corrective action by the SPONSOR, or a decision by TSSWCB to terminate the Agreement.

2. Availability of Funds. This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, this Agreement is subject to Termination by TSSWCB without penalty or further obligation of TSSWCB, either in whole or part.

3. Termination for Cause. This Agreement may be terminated for cause, by either party upon written notice to the other party, if the other party commits a material breach of any term of this Agreement.

Additionally, if the SPONSOR fails to provide the goods or services contracted for and/or fails to perform the Project in according to the provisions of this Agreement, OR fails to comply with any terms or conditions of the Agreement, submits falsified documents or fraudulent billings, or makes false representations concerning this Agreement, TSSWCB may, upon written notice to the SPONSOR, immediately terminate all or any part of the Agreement.

Termination is not an exclusive remedy, but will be in addition to any rights or remedies as provided in equity, or by law or under the Agreement. TSSWCB may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Agreement. The exercise of any of the foregoing remedies will not constitute a termination of the Agreement unless TSSWCB notifies the SPONSOR in writing prior to the exercise of such remedy. The SPONSOR shall be liable for all costs and expenses, including court costs, incurred by TSSWCB with respect to the enforcement of any of the remedies listed herein.

4. Termination for Convenience. TSSWCB may, in its sole discretion, terminate this Agreement upon thirty (30) days' written notice to the SPONSOR. Such notice may be

provided by facsimile or certified mail return receipt requested and the termination is effective upon the expiration of thirty (30) days after receipt. In the event of such termination, the SPONSOR shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TSSWCB shall be liable only for payments for any goods or Project Services required under this Agreement and provided by SPONSOR and accepted by TSSWCB prior to the termination date.

5. Negotiation Prior to Termination. If the SPONSOR give notice of its intent to terminate this Agreement in accordance with Paragraphs 3, the SPONSOR and TSSWCB shall try to resolve in good faith any issues related to the anticipated termination during the thirty (30) days following TSSWCB's receipt of the SPONSOR's notice of intent to terminate. During this time, the SPONSOR will continue to have the responsibility to provide Services under this Agreement and TSSWCB will continue to have the responsibility to pay for the Services in the manner specified in this Agreement.

6. Effect of Termination. Upon termination of this Agreement, the SPONSOR and TSSWCB will be discharged from any further obligation created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and any obligations of warranty and indemnification. Termination does not, however, constitute a waiver of any remedies for breach of this Agreement. Termination for convenience shall not be construed as a waiver of any right or remedy of TSSWCB that may apply. In addition, the obligations of the SPONSOR to retain records and maintain the confidentiality of information shall survive any termination of this Agreement for any reason.

7. Rights upon Termination or Expiration. In the event this Agreement is terminated for any reason, the TSSWCB shall retain ownership of all partially-performed work completed pursuant to Table 1 along with all associated supplies, materials, associated work. In such an event of termination, SPONSOR shall immediately deliver to TSSWCB all Deliverables, in whatever form, as they exist as of the date of termination.

8. Survival of Terms. Termination of the Agreement for any reason shall not release the SPONSOR from liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including without limitation the provisions regarding confidentiality, indemnification, transition, records, audit, dispute resolution, invoice and fees verification.

9. Closeout Procedure. The SPONSOR shall submit a final payment request and other reports that are required under the Agreement, within forty-five (45) days after the Agreement end date. TSSWCB shall not be liable for any costs incurred by the SPONSOR in the performance of the Agreement which have not been received by TSSWCB within forty-five (45) days following the close of the Agreement Term.

SECTION VI. MISCELLANEOUS

A. Retention and Custodial Requirements for Records

1. Retention. The SPONSOR agrees to keep financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years, with the following qualification: If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or from the date of TSSWCB's final payment under the Agreement.
2. Inspection. Upon request of the Texas State Auditor's Office or any authorized representative of TSSWCB, the SPONSOR shall make all records, books, papers, documents, or recordings prepared pursuant to this Agreement available for inspection, audit, or reproduction during normal business hours.
3. State Auditor Authority. Pursuant to Section 2262.154 of the Texas Government Code, the SPONSOR understands that acceptance of state funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The SPONSOR further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The SPONSOR will ensure that this clause concerning the State Auditor's Office authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the SPONSOR relating to any of the Project Services under this Agreement.

B. Indemnification.

1. Acts or Omissions. TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCIES, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, OMISSIONS, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SPONSOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SPONSOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SPONSOR, OR ANY OTHER ENTITY OVER WHICH THE SPONSOR EXERCISES CONTROL, OR SUPPLIERS OF

SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM

2. Infringements.

(a) TO THE EXTENT ALLOWED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SPONSOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCIES, AND/OR THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE SECRETS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN CONNECTION WITH THE DELIVERABLES, PROJECT IMPLEMENTATION, PERFORMANCES, OR ACTIONS OF SPONSOR PURSUANT TO THIS AGREEMENT, AND/OR VIOLATIONS OR INFRINGEMENTS ARISING FROM THE STATE'S OR SPONSOR'S USE OF OR ACQUISITION OF ANY SERVICES, DELIVERABLES OR OTHER ITEMS PROVIDED TO THE STATE OF TEXAS BY SPONSOR. SPONSOR AND TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) SPONSOR shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed unless SPONSOR has approved such other use, (ii) any modification made to the product without SPONSOR's written approval, (iii) any modifications made to the product by the SPONSOR pursuant to TSSWCB specific instructions, (iv) any intellectual property right owned by or licensed to TSSWCB by another SPONSOR, or (v) any use of the product or service by

TSSWCB that is not in conformity with the terms of any applicable license agreement.

(c) If SPONSOR becomes aware of an actual or potential claim, or TSSWCB provides SPONSOR with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall) at SPONSOR's sole expense; (i) procure for the TSSWCB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSSWCB's use is non-infringing.

3. Taxes/Workers' Compensation/Unemployment Insurance

(a) SPONSOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, SPONSOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF SPONSOR'S AND SPONSOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. SPONSOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TSSWCB AND/OR THE STATE SHALL NOT BE LIABLE TO THE 1)SPONSOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY OR AGENCY.

(b) To the extent allowed by the laws and Constitution of the State of Texas SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS AGENCIES, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SPONSOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE

ATTORNEY GENERAL. SPONSOR AND THE TSSWCB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Administrative Provisions

1. Independent Contractor. It is the intent of TSSWCB and the SPONSOR that the SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services required under this Agreement. SPONSOR or SPONSOR's employees, representatives, agents and any subcontractors shall not be employees of TSSWCB and shall observe all TSSWCB rules and procedures, including any applicable security procedures. Should SPONSOR subcontract any of the services required in this Agreement, SPONSOR expressly understands and acknowledges that in entering into such subcontract(s), TSSWCB is in no manner liable to any subcontractor(s) of SPONSOR, and that SPONSOR shall be solely responsible for payment due to such subcontractors, and subcontractors' performance and adherence to the provisions of this Agreement. In no event shall this provision relieve the SPONSOR of the responsibility for ensuring that the Services rendered under all subcontracts are rendered in compliance with this Agreement, and any specific Project Specifications, including without limitation, the performance standards set forth in Section II.

The SPONSOR and TSSWCB agree that: (a) TSSWCB will not withhold or pay on behalf of the SPONSOR any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to the SPONSOR any of the benefits, including workers' compensation insurance coverage, afforded to employees of TSSWCB and (b) all such withholdings, payments and benefits, if any, are the sole responsibility of the SPONSOR. The SPONSOR will be free from TSSWCB control in the manner and method of providing services.

2. U.S. Department of Homeland Security E-Verify System. By entering into this Agreement, the SPONSOR certifies and ensures that it utilizes and will continue to utilize for the term of this Agreement, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of all persons and subcontractors performing duties within Texas during the term of the Agreement.

3. Compliance. The SPONSOR shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations now in effect or that become effective during the term of this Agreement, including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Immigration Reform and Control Act of 1986 as amended. When required, SPONSOR shall furnish TSSWCB with satisfactory proof of its compliance. The SPONSOR shall be

responsible for damage to TSSWCB's equipment, and/or the workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. To the extent required by law, and without waiving any governmental immunity available to THE PERFORMING PARTY, the SPONSOR shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for TSSWCB under this Agreement. The SPONSOR shall provide all labor and equipment necessary to furnish the goods and/or perform the service and complete the Project. All employees shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of employees and contractors will be allowed on work site unless they are bona fide employees or contractors of the SPONSOR under this Agreement. PERFORMING AGENCY's liability under this section shall be limited to that authorized by the laws and Constitution of the State of Texas. The TSSWCB reserves the right, in its sole discretion, to unilaterally amend this agreement throughout its term only to incorporate any modification necessary for the TSSWCB's or SPONSOR's compliance with all applicable State and Federal laws and regulations.

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

5. Assignability and Subcontracting. Without prior written consent of the TSSWCB, SPONSOR may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it. Pursuant to Rule 529.59 of the Texas Administrative Code, SPONSOR may enter into subcontracts for engineering design, construction, and easement purchasing. All such contracts shall be in writing. Notwithstanding the foregoing, subcontracts for engineering design and/or construction related services shall be subject to the terms and conditions of this Agreement and provided to TSSWCB prior to execution for TSSWCB approval.

6. Force Majeure. Neither SPONSOR nor TSSWCB shall be liable to the other for any delay in, or failure of performance caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as defense.

7. Entire Agreement. This Agreement constitutes the entire agreement between TSSWCB and the SPONSOR and supersedes any prior understandings or oral or written agreements between TSSWCB and the SPONSOR on matters contained herein.

8. Waiver. In no event shall any payment by TSSWCB to the SPONSOR or any act or omission of TSSWCB constitute or be construed in any way to be a waiver by TSSWCB of any breach of default of this Agreement which may then subsequently be committed by the SPONSOR. Neither shall such payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to TSSWCB to enforce its rights hereunder, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of TSSWCB may waive the effect of this provision.

9. Notice. Except as expressly provided herein, any notice required or permitted to be given under this Agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individuals and addresses shown below:

Texas State Soil and Water Conservation Board
1497 Country View Lane
Temple, Texas 76504

Kaufman County
100 W. Mulberry
Kaufman, TX 75142

10. Governing Law. 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, construction, enforcement and interpretation of this Agreement. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

11. Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by the TSSWCB and the SPONSOR to resolve all disputes arising under this Agreement including specifically any alleged breach of this Agreement.

12. Financial Interests; Gifts. SPONSOR represent and warrant that neither SPONSOR nor any person or entity that will participate financially in this Agreement has received compensation from TSSWCB for participation in preparation of specifications for this Agreement. SPONSOR represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Agreement.

13. Confidential Information. Notwithstanding any provisions of this Agreement to the contrary, SPONSOR understands that TSSWCB will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSSWCB agrees to notify SPONSOR in writing within a reasonable time from receipt of a request for information

related to SPONSOR's work under this Agreement. SPONSOR will cooperate with TSSWCB in the production of documents responsive to the request. SPONSOR acknowledges and agrees and understands that SPONSOR is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. TSSWCB will make a determination whether to submit a Public Information Act request to the Attorney General. SPONSOR will notify TSSWCB within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing the Agreement. No public disclosures or news releases pertaining to this Agreement shall be made without prior written approval of TSSWCB.

14. Abandonment or Default. If the SPONSOR defaults on this Agreement, TSSWCB reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting SPONSOR will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the TSSWCB based on the seriousness of the default.

15. Antitrust and Assignment of Claims. SPONSOR represents and warrants that neither SPONSOR nor any firm, corporation, partnership, or institution represented by SPONSOR, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. SPONSOR assigns to the State of Texas all of SPONSOR's rights, title, and interest in and to all claims and causes of action SPONSOR may have under the antitrust laws of Texas or the United States for overcharges associated with the Agreement.

16. Buy Texas. In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, SPONSOR shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

17. Electronic and Information Resources Accessibility, as Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).

- a) Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- b) SPONSOR shall provide Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing

compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

18. Ownership/Intellectual Property, including Rights to Data, Documents and Computer Software. Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials or any other Deliverables (collectively "Work Product") prepared by the SPONSOR in the performance of its obligations under this Agreement shall be the exclusive property of the exclusive property of TSSWCB. All right, title and interest in and to said Work Product and property shall vest in TSSWCB upon creation and shall be deemed to be a work made for hire (as defined under federal copyright law in Title 17 of the United States Code) and made in the course of the services rendered pursuant to this Agreement, without any further action or notification. To the extent that title to any such Work Product may not, by operation of law, vest in TSSWCB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TSSWCB without further consideration. TSSWCB shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other intellectual property protection or other protections as may be appropriate to the subject matter, and any extensions and renewals thereof. SPONSOR must give TSSWCB and/or the State of Texas, as well as any person designated by TSSWCB and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to SPONSOR for the services rendered under this Agreement, including without limitation, all necessary efforts to ensure that any subcontractors or affiliates participating in the performance of this Agreement similarly assign to TSSWCB all such rights, title and interest. SPONSOR agrees to execute and to cause any subcontractors and affiliates to execute any documents and take any other actions reasonably requested by TSSWCB to effectuate the purposes of this Section 20.

Any Work Product prepared or produced by the SPONSOR in the performance of its obligations under this Agreement shall be delivered to the TSSWCB by the SPONSOR upon completion, termination, or cancellation of this Agreement, with the exception of one (1) copy of all Work Product, which may be retained by SPONSOR for its records and for compliance with state and federal requirements and its own records retention policy. TSSWCB may, at its own expense, keep copies of all its writings for its personal files. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works; however, SPONSOR may copy the Work Product as defined above as needed to comply with public information law or to maintain the documents

TSSWCB CONTRACT NUMBER: CEDR90-REP-ST2-012-20

in accordance with its records retention policy. All deliverables, publications, dissemination, and information required as performance of the agreement will require review and approval of TSSWCB. Publications outside of the agreement but based on work done through the agreement would be subject to the sixty (60) day review for confidential information.

19. By signature hereon, SPONSOR certifies that:

All statements and information prepared and submitted in the response to the application submitted pursuant Title 31, Part 17, Chapter 529 that resulted in this Cooperative Agreement are current, complete and accurate.

SPONSOR has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement. In Addition, "under Section 2155.004, Texas Government Code, SPONSOR certifies that the SPONSOR is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Government Code §669.003, relating to contracting with an executive of a state agency, SPONSOR represents that no person who, in the past four years, served as an executive of the TSSWCB or any other state agency, was involved with or has any interest in this Agreement. If SPONSOR employs or has used the services of a former executive head of TSSWCB or other state agency, then SPONSOR shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with SPONSOR, and date of employment with SPONSOR.

SPONSOR agrees that any payments due under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SPONSOR certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SPONSOR is in compliance with the State of Texas statutes and rules relating to procurement.

TSSWCB CONTRACT NUMBER: CEDR90-REP-ST2-012-20

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof, or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies of materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

TSSWCB

SPONSOR

**Texas State Soil and Water
Conservation Board**

Kaufman County

By: _____

By: _____

Title: Executive Director

Title: County Judge

Date: _____

Date: 04/28/2020

CONTRACT MODIFICATION NO. 1		Effective Date: _____	Page 1 of 2
Contract # CEDR90-REP-ST2-012-20	Dated: 01/28/2020	Project: Cedar Creek Watershed, Site 90 Repair Kaufman County, Texas	
Issued By (Contracting Local Organization): Kaufman County c/o Kaufman County Purchasing Department 100 N. Washington St. Kaufman, Texas 75142		Issued To (Contractor): Feller Enterprises, LLC 523 E. Sunland Dr. St George, UT 84770	
TYPE OF MODIFICATION (check appropriate box below)			
<input checked="" type="checkbox"/>	CHANGE ORDER: Issued pursuant to Part II, General Conditions, Article 3 - Changes, the changes set forth below are made by this modification.		
<input type="checkbox"/>	ADMINISTRATIVE CHANGE: The above numbered contract is modified to reflect the administrative changes set forth below.		
<input type="checkbox"/>	SUPPLEMENTAL AGREEMENT: Issued pursuant to authority of _____		
Contractor is hereby requested to comply with the following:			
Item No.	Change	Contract Price	
		INCREASE	DECREASE
7	Revise Contract Item Number 7 – Mobilization & Demobilization from a Lump Sum price of \$84,700 to a Lump Sum price of \$89,700.	\$5,000.00	
26	Add Item No. 26 – Construction Access Mats, Spec No. 8 as modified, Quantity = 4, Unit is 100 Linear Feet, Unit Price = \$7,000.00	\$28,000.00	
	Current Contract End Date: _____		
	Revised Contract End Date: _____		
Contract Price Before This Modification:		\$980,706.21	PERFORMANCE TIME: Add two days to the performance time.
Net INCREASE in Contract Price:		\$33,000.00	
Revised Contract Price:		\$1,013,706.21	
ATTACHMENTS: Specification Changes and Justification			
This modification is hereby made a part of the contract. Except as provided herein, all terms and conditions of the original contract (as revised) remain unchanged and in full force and effect.			

CONTRACT MODIFICATION NO. 1		Effective Date: _____	Page 2 of 2
Contractor's Statement of Release			
<p>In consideration of the modification agreed to herein, the Contractor hereby releases Kaufman County from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances concerning the added performance time, including all impacts to the work, overhead and profit.</p>			
<p>Important Note: Contractor IS required to sign this document and return two (2) copies to the issuing office.</p>			
CONTRACTOR (print or type name/title of signer) _____ Feller Enterprises, LLC		CONTRACTING LOCAL ORGANIZATION Hal Richards Contracting Officer, Kaufman County	
SIGNATURE (person authorized to sign)	DATE	SIGNATURE (Contracting Officer)	DATE

DISTRIBUTION: (with attachments)

Two Originals: 1 – Contractor 1 – CLO Contract File
 Copy: Project Engineer and QA Inspector



*The Authority in Construction,
Paving and Crane Equipment*

www.kirby-smith.com

04/13/2020

Quote #: dthompson-1370

Terry Barber
KAUFMAN COUNTY
100 N Washington
Kaufman, TX 75142

Dear Terry Barber:

We are pleased to quote the following for your consideration:

HAMM GRW180i-10 2019 model w/ 205 hours, Unit # HA19084, S/N H228.0268.

The following Factory and Dealer Options are included in the package:

- GRW180I-10
- Hydraulics package
- Rear axle brake
- 1 set of wheels with smooth tires
- Brush scraper, foldable
- Seat-operating unit, adjustable
- standard color (RAL 2004 + RAL 7015)
- Version with CE conformity
- Warning labels according to ANSI
- Displayed unit of speed is mph
- Displayed unit of temperature fahrenheit
- Displayed unit of pressure is psi
- ROPS, CAB
- Driver seat, black imitation leather
- Lighting package as per road traffic regulations
- Hydraulic oil
- Technical documentation
- English spare parts and application
- back-up alarm
- Guard rail on maintenance platform
- Seat longitudinal adjustment
- Filling access to water tank, fold-out
- Heating and air conditioning
- C1 magnetit weight
- C2 magnetit weight
- B1 weight
- B2 weight

SEE ATTACHED BROCHURE

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

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

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock * Odessa * Waco * St. Louis * Kansas City



The Authority in Construction,
Paving and Crane Equipment

www.kirby-smith.com

To be purchased through BuyBoard contract #597-19.

Contract price is \$164,623.00; less contract discount of 17% (-\$27,985.91);

Plus, Freight and options of \$2,862.91;

New net selling price is \$139,500.00.

Price Complete delivered:

\$139,500.00

Optional Finance Quote

Acquisition Cost:	\$139,500.00	Term:	Eight (8) months	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Monthly in Advance	Payment Amount (1-8):	\$2,547.29
Doc Fee:	\$ 400.00	Interest Rate:	3.660%	Final Payment Due:	1/1/2021
Principal Balance:	\$139,900.00			Final Payment Amount:	\$122,690.21

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

Sincerely,

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

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

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

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

RESOLUTION # _____

**A RESOLUTION REGARDING A FINANCE CONTRACT FOR THE PURPOSE OF PROCURING
"Heavy Equipment".**

WHEREAS, contingent upon the approval of the Attorney of Kaufman County (the "Issuer"), the Issuer desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Heavy Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY KAUFMAN COUNTY:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Heavy Equipment".

Section 2. That the Finance Contract by and between the Kaufman County and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate the County Judge as an authorized signer of the Finance Contract by and between the Kaufman County and GCC.

PASSED AND APPROVED by the Board of the Kaufman County in a meeting held on the _____th day of _____ 2020.

ISSUER: Kaufman County

Witness Signature

Hal Richards Judge

Laura Hughes, County Clerk

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Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Kaufman County acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 110 at Jones Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August 30, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

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- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to percent (N/A%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

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An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

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2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. **Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Kaufman County
100 W. Mulberry Street
Kaufman, Texas 75142

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the

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above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

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21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be

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notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall

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have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and

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further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

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B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:
<https://sam.gov/SAM/pages/public/index.jsf>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website
<http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

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- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

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entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

Hal Richards
County Judge
Kaufman County

Date

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

In Process

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Not Applicable				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$150,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$15,000
Construction	\$245,532	
Engineering and Contingency (E&C) 9.03%	\$22,172	
The Sum of Construction and E&C	(2) \$267,704	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$26,770
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$41,770
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$0
Total Project Direct Cost	(1+2) \$417,704	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. N/A

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Kaufman County acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 279 at Bachelor Creek Relief, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291 dated August 30, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

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1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

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- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum

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accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal

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HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

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- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L.** The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M.** Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to percent (N/A%).
- N.** The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is

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reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.**
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

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4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Kaufman County
100 W. Mulberry Street
Kaufman, Texas 75142

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local

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Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will

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impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT,

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is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the

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extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

Hal Richards
County Judge
Kaufman County

Date

Date

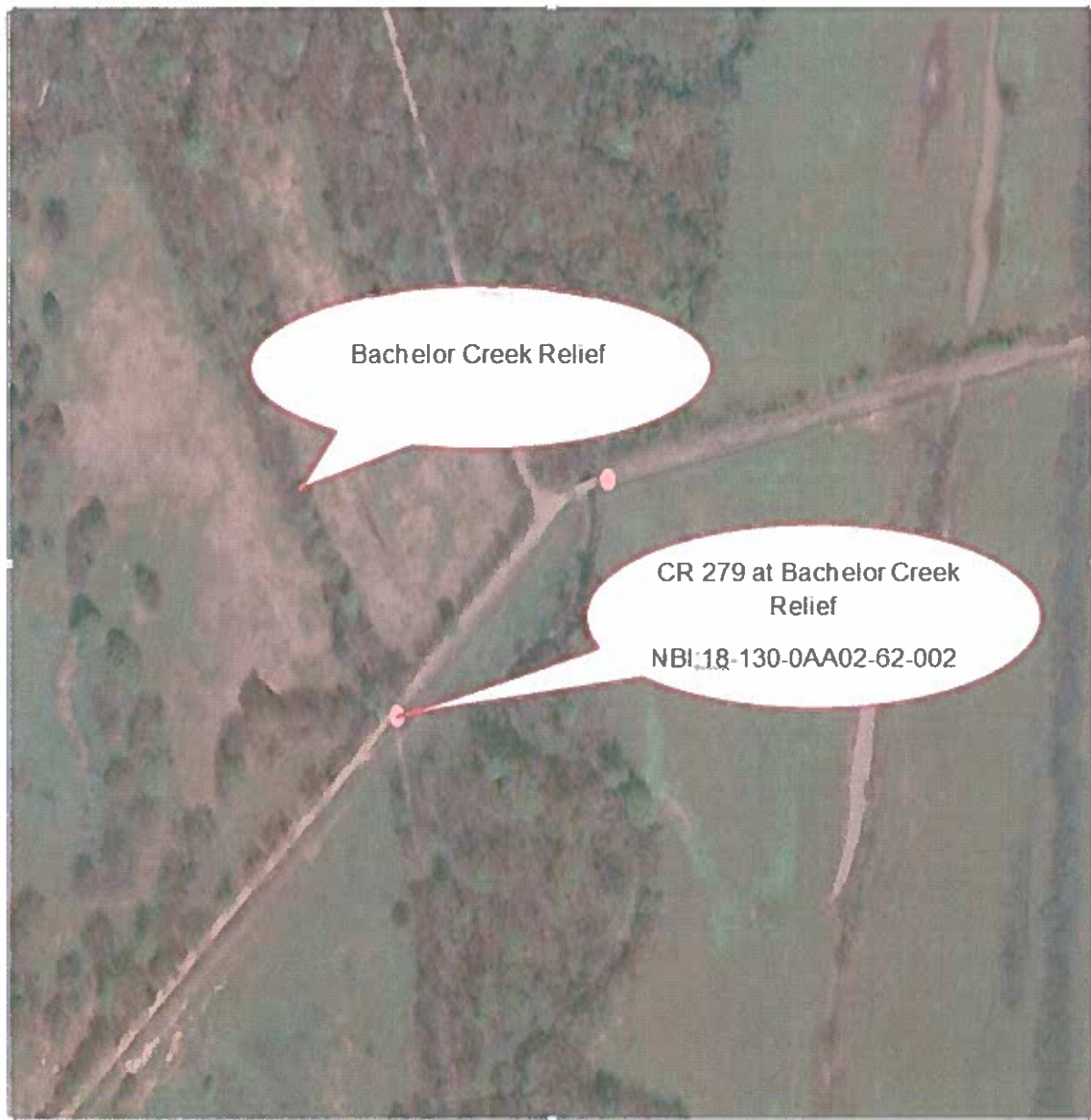
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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

In Process

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Not Applicable				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$150,000</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$15,000</u>
Construction	<u>\$416,302</u>	
Engineering and Contingency (E&C) 9.03%	<u>\$37,592</u>	
The Sum of Construction and E&C	<u>(2) \$453,894</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$45,389</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$60,389</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$0</u>
Total Project Direct Cost	<u>(1+2) \$603,894</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. N/A

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Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Kaufman County acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 312 at Muddy Cedar Creek Tributary, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August 30, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

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- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to percent (N/A%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state

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auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.

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3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Kaufman County
100 W. Mulberry Street
Kaufman, Texas 75142

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

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22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant

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thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved

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Disadvantaged Business Enterprise by Entity and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

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27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the

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agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies,

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and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

Hal Richards
County Judge
Kaufman County

Date

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

In Process

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Not Applicable				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$150,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$15,000
Construction	\$265,894	
Engineering and Contingency (E&C) 9.03%	\$24,010	
The Sum of Construction and E&C	(2) \$289,904	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$28,990
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$43,990
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$0
Total Project Direct Cost	(1+2) \$439,904	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment C. N/A

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Kaufman County acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Samuels Road-CR 240 at Little Point Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115550, dated August 29, 2019; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

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- C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to percent (N/A%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

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An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.
1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

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2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Kaufman County
100 W. Mulberry Street
Kaufman, Texas 75142

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the

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above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

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21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be

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notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall

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have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and

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further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

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B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

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- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

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entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

Hal Richards
County Judge
Kaufman County

Date

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

In Process

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Not Applicable				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$150,000</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$15,000</u>
Construction	<u>\$417,292</u>	
Engineering and Contingency (E&C) 9.03%	<u>\$37,681</u>	
The Sum of Construction and E&C	<u>(2) \$454,973</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$45,497</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$60,497</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$0</u>
Total Project Direct Cost	<u>(1+2) \$604,973</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment C. N/A

STATE OF TEXAS

COUNTY OF KAUFMAN

**ORDER AUTHORIZING MEMORIAL DAY
FIREWORKS SALES**

WHEREAS, the Commissioners' Court of Kaufman County is authorized under Occupations Code Section 2154.202(h)(1), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day; and

WHEREAS, on the 28th Day of April, 2020, the Commissioners' Court of Kaufman County has determined that conditions are favorable to issue such an Order.

NOW, THEREFORE, the Commissioners' Court of Kaufman County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning May ____, 2020 and ending at midnight May ____, 2020, subject to the following restrictions:

- a. This order expires on the date the Texas Fire Service determines drought conditions exist in the county or midnight, May ____, 2020 whichever is earlier.

Approved this the 28th Day of April, 2020, by the Kaufman County Commissioners' Court.

Kaufman County Judge

Attest

CLASS I	CLASS II	CLASS III	CLASS IV	ASST. FOREMAN	FOREMAN
\$34,130 - \$39,130 Close/Frequent Supervision On Call As Directed Appropriate Valid TX DL Required Pothole Patcher General Laborer Mow/Weed Eat/Chainsaw Flagger/Traffic Control Other Duties As Directed	\$37,130 - \$42,130 Moderate Supervision On Call As Directed Appropriate Valid TX DL Required All Duties of Class I Roller Skid Steer Boom Axe Loader Concrete Setters Other Duties As Directed	\$40,130 - \$45,130 Minimal Supervision On Call As Directed Appropriate Valid TX DL Required All Duties of Class I & II Excavator - Backhoe - Grade All (1-3) Chip Spreader/Laydown Distributor Mechanical Skills Concrete Laborers Other Duties As Directed	\$43,130 - \$48,130 General Supervision On Call As Directed Appropriate Valid TX DL Required All Duties of Class I, II & III Bladerunner Other Duties As Directed	\$43,313 - \$50,631 General Supervision On Call As Directed Appropriate Valid TX DL Required All Duties of Class I, II, III & IV Other Duties As Directed	\$54,060 - \$57,000 General Supervision On Call As Directed Appropriate Valid TX DL Required All Duties of Class I, II, III & IV Other Duties As Directed
Median Salary of \$41,130					



COURT RESOLUTION # _____

**RESOLUTION IN SUPPORT OF TAXPAYER
RELIEF DUE TO THE COVID-19 DISASTER**

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and

WHEREAS, on March 19, 2020 Governor Abbott ordered every person in Texas to avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; and

WHEREAS, on March 31, 2020 Governor Abbott ordered every person in Texas to further minimize social gatherings and in-person contact except when necessary to provide or obtain essential services through April 30, 2020; and

WHEREAS, non-essential businesses across Kaufman County and the Dallas region have diligently complied with the order to slow the spread of COVID-19 despite experiencing losses of revenue that jeopardize the livelihood of their businesses and employees. As a result, more than 760,000 Texans statewide applied for unemployment insurance in the month of March, a number greater by 60,000 than the total number of similar applications in the year 2019; and

WHEREAS, local government has paused many of its revenue-generating operations to comply with social distancing; and

WHEREAS, Kaufman County has consistently set property tax rates at the lowest possible level so that its constituents may lead an affordable, high-quality lifestyle.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT of the County of Kaufman, Texas, that:

- On this 28th day of April, 2020, Kaufman County Commissioners Court implores Governor Greg Abbott and Comptroller Glenn Hegar to take all necessary action to provide any and all tax relief to the businesses and constituents of the State of Texas during this State of Disaster. These actions may include but are not limited to:
 1. Extending the deadline to pay all taxes; and
 2. Granting a moratorium on property tax penalties and interest; and
 3. Freezing property values at their 2019 levels;
 4. Reimbursing the salaries of essential county personnel who can no longer carry out their revenue-generating duties; and
 5. Reimbursing the cost of indigent autopsies and burials; and
 6. Calling a special legislative session to consider and enact further measures to ease the economic burdens and financial hardship Texans are experiencing due to the COVID-19 pandemic.

APPROVED, this 28th day of April, 2020.

Hal Richards
County Judge

Mike Hunt, Commissioner Pct. 1

Skeet Phillips, Commissioner Pct. 2

Terry Barber, Commissioner Pct. 3

Ken Cates, Commissioner Pct. 4

ATTEST: _____
County Clerk, Laura Hughes

FAMILY AND MEDICAL LEAVE

ELIGIBILITY

To be eligible for benefits under this policy, the County must employ 50 or more employees excluding Elected Officials and an employee must:

- a) Have worked for Kaufman County at least twelve (12) months (it is not required that these twelve (12) months be consecutive); and
- b) Have worked at least 1250 hours during the previous twelve (12) months.

QUALIFYING EVENTS

Family or medical leave under this policy may be taken for the following situations:

- a) The birth of a child and in order to care for that child;
- b) The placement of a child in the employee's home for adoption or foster care;
- c) To care for a spouse, child, or parent with a serious health condition;
- d) The serious health condition of the employee;
- e) A qualifying exigency arising out of the fact that an employee's spouse child or parent is a covered military member of the Armed Forces (Regular, Reserve or National Guard), deployed to a foreign country or has been notified of an impending call or order to active duty in a foreign country;
- f) to care for a covered service member (Regular, Reserve or National Guard) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member; or
- g) to care for a covered veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (Regular, Reserve or National Guard) at any time during the period of five (5) years preceding the date on which the veteran began that medical treatment, recuperation or therapy.
- h) An employee is eligible for 2/3rds their regular rate of pay due to the following, but **must use** accrued time to compensate for the 1/3 difference: caring for an individual subject to an order described in (1) or self-quarantine as described in (2) of the Families First Coronavirus Response Act (FFCRA); is caring for his or her child whose school or place of care is closed (child care provider is unavailable) due to Coronavirus (COVID-19) related reasons; or is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

SERIOUS HEALTH CONDITION

Serious health condition of the employee shall be defined as a health condition that makes the employee unable to perform the essential functions of his or her job.

Serious health condition of a spouse, child, or parent shall be defined as a condition which requires inpatient care at a hospital, hospice, or residential care medical facility, or a condition which requires continuing care by a licensed health care provider.

EXIGENCY LEAVE - MILITARY

Eligible employees may take FMLA leave when an employee's covered military member (spouse, child of any age, or parent) is on active duty or called to active duty status in a foreign country. The following qualify as exigency leave:

- a) leave may be taken to address any issue that arises because the covered military member was given seven (7) or less days notice for active duty deployment in support of a contingency operation. An eligible employee may take up to seven (7) days beginning on the date the covered military member receives the call or order to active duty;
- b) leave may be taken to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status in a foreign country of a covered military member;
- c) leave may be taken to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to active duty or call to active duty status in a foreign country of a covered military member;
- d) leave may be taken to arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the active duty or call to active duty status of a covered military member;
- e) leave may be taken to make or update financial or legal arrangements to address the covered members absence while on active duty or call to active duty status in a foreign country;
- f) leave may be taken to act as the covered military member's representative before a governmental agency for obtaining, arranging or appealing military service benefits while the covered military member is on active duty or call to active duty status in a foreign country and for a period of 90 days following the termination of the covered member's active duty status;
- g) leave may be taken to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child provided the need for counseling arises from the active duty status or call to active duty status in a foreign country of a covered military member;
- h) leave may be taken to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. Eligible employees may take up to five (5) days of leave for each instance of rest and recuperation;
- i) leave may be taken to attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's active duty status;
- j) leave may be taken to address issues that arise from the death of a covered military member while on active duty status in a foreign country; or
- k) leave may be taken to address any other additional events that may arise out of the covered military member's active duty or call to active duty status in a foreign country provided the County agrees the leave shall qualify as an exigency and agree to both the timing and the duration of such leave.

LEAVE AMOUNT

Temporary Policy Addendum
Effective: May 1 – December 31, 2020

Up to twelve (12) weeks leave per twelve (12) month period may be used under this policy.

The County will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy.

All leave taken under this policy during the prior twelve (12) month period shall be subtracted from the employee's twelve (12) week leave eligibility and the balance is the leave the employee is entitled to take at that time.

If spouses both work for the County, the maximum combined leave they shall be allowed to take in any twelve (12) month period for the birth or placement of a child is twelve (12) weeks.

An eligible employee is entitled up to 26 workweeks of leave to care for a covered service member with a serious injury or illness during a single twelve (12) month period:

- a) the single twelve (12) month period begins on the first day the eligible employee takes FMLA to care for covered service member and ends twelve (12) months after that date;
- b) if an eligible employee does not take all of their 26 workweeks during this twelve (12) month period, the remaining part of the 26 workweeks of leave entitlement to care for the covered service member is forfeited;
- c) this leave entitlement is applied on a per-injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same covered service member with a subsequent serious illness or injury, except that no more than 26 workweeks may be taken within any single twelve (12) month period.

PAID AND UNPAID

If an employee has accrued leave, the employee shall be required to use paid leave first with the remainder of the twelve (12) weeks as unpaid leave.

An employee who is taking leave, because of the employee's own serious health condition or the serious health condition of an eligible family member, shall be required to first use all paid vacation, sick leave, and any other paid leave with the remainder of the twelve (12) week leave period being without pay.

An employee taking leave for the birth of her child shall be required to take paid sick leave, vacation, and any other available paid leave both prior to the birth and for the recovery period after the birth of the child prior to going on leave without pay.

An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use all paid leave due, except for sick leave prior to going on leave without pay.

An employee who is taking leave for a qualifying exigency for a covered military member shall be required to use all paid leave, except for sick leave, with the remainder of the twelve (12) week leave period being unpaid leave.

An employee taking leave for the care of a covered service member shall be required to use all vacation, sick leave, and any other paid leave, with the remainder of the 26 week leave period being unpaid leave.

INSURANCE

While on leave under this policy, the County shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.

The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally pay, or the coverage will be discontinued. Payment for coverage shall be made through regular payroll deduction while the employee is on leave with pay. While on leave without pay, the employee shall be required to pay for premiums due to the County no later than five (5) days after the first day of the month or the coverage shall be discontinued.

INTERMITTENT LEAVE AND REDUCED SCHEDULE

Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee or the employee's eligible family member.

A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee or the employee's eligible family member.

All work time missed as the result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's twelve (12) week leave eligibility.

PHYSICIAN'S STATEMENT

The County shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.

The County may send out to an employee who has been out of work for three (3) or more days a Medical Certification to determine the employee's FMLA eligibility. The employee should have their physician complete and return the certification within fifteen (15) days of receipt to be eligible for FMLA. Failure to return the medical certification may result in denial of FMLA. Employees will be required to provide a Fitness-for-Duty certification prior to returning to work, if FMLA is for employee's own serious health condition.

Certification of the serious health condition of the employee shall include:

- a) The date the condition began;
- b) Its expected duration;
- c) The diagnosis of the condition;
- d) A brief statement of the treatment; and

- e) A statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's job.

Certification of the serious health condition of an eligible family member shall include:

- a) The date the condition began;
- b) Its expected duration;
- c) The diagnosis of the condition;
- d) A brief statement of treatment; and
- e) A statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

Certification for leave taken because of a qualifying exigency shall include:

- a) A copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or called to active duty status in a foreign country;
- b) The dates of the covered military member's active duty service;
- c) A statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency, sufficient to support the need for leave;
- d) The approximate date on which the qualifying exigency will start and end;
- e) If the request is for an intermittent leave or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and
- f) If the qualifying exigency involves meeting with a third party, appropriate contact information such as: name, title, organization, address, telephone number, fax number and e-mail address and a brief description of the purpose of the meeting.

Certification for leave taken for a serious injury or illness of a covered military member shall include:

- a) If the injury or illness was incurred in the line of duty while on active duty;
- b) The approximate date on which the illness or injury occurred and the probable duration;
- c) A description of the medical facts regarding the covered military members health condition, sufficient to support the need for care;
- d) If the covered military member is a current member of the Regular Armed Forces, the National Guard or Reserves and the covered military member's branch, rank and unit currently assigned to;
- e) The relationship of the employee and the covered military service member; and
- f) In lieu of certification, an ITO (invitational travel orders) or an ITA (invitational travel authorizations) issued is sufficient certification for an eligible employee to be allowed to take FMLA to care for a covered military member. The employee may be required to provide confirmation of the covered family relationship to the seriously injured or ill covered military member.

If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The County shall have the right to ask for a second opinion from a physician of the County's choice, at the expense of the County, if the County has reason to doubt the certification.

If there is a conflict between the first and second certifications, the County shall have the right to require a third certification, at the expense of the County, from a health care practitioner agreed upon by both the employee and the County, and this third opinion shall be considered final.

REQUESTING LEAVE

Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to his or her immediate supervisor.

Where practicable, an employee should give his or her immediate supervisor at least 30 days notice before beginning leave under this policy. Where it is not reasonably practicable to give 30 days notice before beginning leave, the employee shall be required to give as much notice as is reasonably practicable. If an employee fails to provide 30 days notice for foreseeable leave, the leave request may be denied until at least 30 days from the date the County receives notice.

REINSTATEMENT

Employees returning from leave under this policy, and who have not exceeded the twelve (12) week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave, upon return to work with a doctor's release. Where an employee is placed in another position, it will be one which has equivalent status, pay, benefits, and other employment terms and one which entails substantially equivalent skill, effort, responsibility, and authority.

REPAYMENTS OF PREMIUMS

Except, in situations where the employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the twelve (12) weeks maximum leave allowed under this policy shall be required to reimburse the County for all medical premiums paid by the County while the employee was on leave without pay.

OTHER BENEFITS

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

OTHER ISSUES

Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Leave Act (FMLA) and the regulations issued to implement it.

EMPLOYEE IS UNABLE TO WORK OR TELEWORK BECAUSE OF:	MAXIMUM SLA PAY AVAILABLE	CURRENT HR POLICY RULES EFFECTIVE 4/30/2020
1) State or local quarantine or isolation order related to COVID-19	Regular rate of pay up to \$511/day, \$5,110 total (80 hours)	15 Days of Administrative Leave
2) Self-quarantine due to concerns related to COVID-19	Regular rate of pay up to \$511/day, \$5,110 total (80 hours)	15 Days of Administrative Leave
3) Experiencing COVID-19 symptoms and seeking a medical diagnosis	Regular rate of pay up to \$511/day, \$5,110 total (80 hours)	15 Days of Administrative Leave
4) Caring for an "individual" subject to a quarantine/isolation order or self-quarantine related to COVID-19	2/3 of regular rate of pay up to \$200/day, \$2,000 total (80 hours)	15 Days of Administrative Leave
5) Caring for a son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, due to COVID-19	2/3 of regular rate of pay up to \$200/day, \$2,000 total (80 hours)	15 Days of Administrative Leave
6) When experiencing a "substantially similar condition" as specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor	2/3 of regular rate of pay up to \$200/day, \$2,000 total (80 hours)	15 Days of Administrative Leave



Kaufman County
Pretrial Bond Supervision Department
Policy & Procedures

March 27, 2020

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**Kaufman County
Pretrial Bond Supervision Department
3003 S. Washington St.
Kaufman, Texas 75142**

I. Mission Statement:

The mission of the Pretrial Bond Supervision Department is to promote pretrial justice and provide accurate and timely information to assist the Judicial Officers in Kaufman County with making informed pretrial release decisions and to monitor defendants on bond, in an effort to promote compliance with court orders, court appearances, and to promote public safety.

II. Core Values and Beliefs:

- Our interaction with defendants is fair, flexible, and consistent.
- Services are performed with the highest level of accountability, integrity, and professionalism.
- Enhancing public safety through conditional release options and supervision.
- Proactive, innovative, and ethical approach in administering services.
- Commitment to overall efficiency through teamwork, as demonstrated through positive interactions with colleagues and defendants, and a dedication to collaboration and cooperation.
- Providing appropriate supervision and pro-social interventions to defendants released into the community.
- Creating a culture of transparency, trust, and respect that promotes confidence in the organization's character and competence.

III. Policy and Procedures

The policy and the procedures listed herein are not meant to be all inclusive and may be revised/edited at future dates as deemed necessary and appropriate. Also, additional duties and responsibilities may be assigned to pretrial bond supervision staff, as deemed necessary and appropriate. The courts may order defendants released on bond to be supervised by the pretrial bond officer as a condition of bond.

An Ignition interlock Device (IID) is a requirement of bond for certain Driving While Intoxicated (DWI) offenses (see Penal Code, Chapter 49) and the courts may order alcohol monitoring such as SCRAM, In-Home Device, or Smart Mobile devices for DWI and other offenses. When appropriate or necessary, the courts may also order additional conditions of release in which the defendant must comply. Other conditions of bond include, but are not limited to: Drug Testing, Crime Victim Conditions, Child Victim Conditions, Mental Health Conditions, or Global Positioning System (GPS) Monitoring.

A Judicial Officer may at any time, modify conditions of release either reducing or increasing the level of supervision of the defendant, as deemed appropriate or necessary. Additionally, a defendant's release may be revoked by the court upon notification of noncompliance with the terms of supervision and/or conditions of release.

IV. Referral Process

- A. Orders Setting Conditions of Bond and Release are received from magistrates and judges.
- B. Defendants may report to the Pretrial Bond Supervision Department with Conditions of Bond after court appearances or being released from jail. The Conditions of Bond must be verified with the court of jurisdiction in these cases.

V. Intake Process

A. Case File

1. The pretrial bond clerk will enter case information in the Odyssey Case Management System (Odyssey) and Correctional Software Solutions (CSS) for each Condition of Bond case received.
2. In cases where Conditions of Bond are received directly from the court, the pretrial bond clerk will attempt to reach the defendant via the telephone and if unsuccessful, will send a letter to the defendant at the last known address in the Jail Management System (JMS), CSS, or Odyssey instructing the defendant to report. If the defendant does not respond to the letter within seven (7) days, a violation report will be sent to the court of jurisdiction unless the defendant is held in jail for Immigration and Customs Enforcement (ICE) or another charge.
3. If a warrant is issued, the pretrial bond clerk will monitor the status of the case monthly.
4. If the defendant is held in jail, the pretrial bond clerk will monitor the status daily and contact the defendant if released.
5. Upon contact with the defendant, an initial intake office visit will be scheduled.

B. Initial intake office visit with all defendants

1. The defendant completes an office visit data sheet and all appropriate court documents are scanned into Odyssey (Magistrate's Warning of Rights, Conditions of Bond, Probable Cause/Warrant Affidavit, Warrant, and Bond as applicable) by the pretrial bond clerk after the appointment with the pretrial bond officer. The pretrial bond clerk/officer will contact the arresting agencies for the district attorney's office tracking number to build the case file in Odyssey unless the tracking/cause number is identified in available documents.
2. The defendant is identified by their driver's license/state identification and a photograph is taken for the case file.
3. The pretrial bond officer explains the conditions of bond to the defendant and ensures they received a copy. The pretrial bond officer will also explain the consequences of failing to adhere to each bond condition, answer any questions, and explain the bond violation reporting process to the court of jurisdiction.
4. In cases where ignition interlock/other alcohol monitoring devices are ordered, the pretrial bond officer will provide installation instructions, information about different monitoring devices/companies, and installation deadline. The defendant will be instructed to provide proof of a valid driver's license, liability insurance, and a copy of the lease agreement supplied by the monitoring provider.
5. The defendant is instructed to pay associated fees to the department as indicated in the Conditions of Bond.

6. The defendant is instructed to report any changes in contact information, court dates, attorney information, known bond violations, or arrest to the pretrial bond officer within 24 hours of occurrence or the next business day.
7. If the pretrial bond officer is out of the office, the pretrial bond clerk will complete the initial intake appointment.

VI. Offender Supervision

A. Officer assignment

1. If the defendant is being supervised for an active probation case or pending Motion to Revoke Probation (MTR)/Motion to Amend Probation (MTA), the supervising Community Supervision and Corrections Department (CSCD) officer will also monitor Conditions of Bond.
2. Defendants who are not under supervision for an active probation case or MTR/MTA will be supervised by the pretrial bond officer.
3. The pretrial bond officer may transfer the case to the pretrial bond clerk after a warrant has been issued for violations or absconding.

B. DWI/Alcohol Related Cases

Verification of Installation

1. The defendant provides documentation from the monitoring company to verify installation.
2. The defendant is instructed to report any changes of vehicle and/or monitoring maintenance to the pretrial bond officer.
3. If the defendant fails to report back to verify installation, and verification has not been received from the monitoring provider, the defendant will be contacted by the pretrial bond officer by phone and letter. If the defendant fails to respond to these attempts and the defendant remains in noncompliance with the Conditions of Bond, a violation report will be sent to the court of jurisdiction and the district attorney's office.

C. Monitoring

1. The defendant shall be instructed to report to the monitoring provider as required for calibration, information download, or maintenance of the monitoring device. Monthly visits, fees, and other requirements are contained in the monitoring company's lease agreement with the defendant.
2. The monitoring companies send monthly reports to the pretrial bond officer/clerk.
 - a. All reports received for pretrial bond cases will be documented in CSS.
 - b. If the monitoring report contains violations, the pretrial bond clerk will forward the report to the pretrial bond officer.
 - c. Upon review of violation reports from the monitoring company, the pretrial bond officer will contact the defendant regarding any violations that need to be addressed.
 - d. The pretrial bond officer will send a violation report to the court of jurisdiction if deemed necessary and the district attorney's office.
 - e. For ignition interlock devices: Low Starts indicate that the vehicle is being started well below a normal rate. The pretrial bond officer will contact the

defendant to determine the reason for the low number and investigate whether the defendant is driving another vehicle.

Lockout is a potentially dangerous situation and must be addressed immediately.

- The pretrial bond officer will contact the defendant to investigate and advise the defendant that the problem must be corrected immediately and that he/she must not drive without the device.

- If the defendant is found to be in violation, the violation must be addressed with counseling and documented and/or reported to the court of jurisdiction.

- If the defendant refuses to comply and remains in Lockout, a motion to hold bond insufficient/warrant will be requested.

Alcohol use on the reports might be from drinking alcohol, but could also be caused by mouthwash, mouth spray, or some over the counter cold medications.

- If mouthwash or other product is the cause, a retest shortly after the initial test should show a significant drop in the BAC. The pretrial bond officer should call the IID provider for assistance in interpreting the report if needed.

- f. If it is determined the defendant has been drinking alcohol, a violation report will be submitted to the court of jurisdiction and the district attorney's office.

3. If an indictment warrant is issued, the pretrial bond officer will notify the defendant and continue to monitor compliance. If the defendant bonds out, the original Conditions of Bond should be confirmed.
4. All IID reports received for occupational license cases, if not on interlock bond or probation, will be forwarded to the court of jurisdiction.
5. The pretrial bond officer will communicate with the monitoring companies as needed regarding problems with cases and to help with recovery of equipment from defendants who have repeatedly failed to return for service.

D. GPS Cases

1. The pretrial bond officer will meet with the defendant at the jail if the GPS ankle monitor is ordered to be installed prior to release from incarceration.
2. The pretrial bond officer will explain the charging process, equipment care/maintenance, cost, and monitoring requirements with the defendant.
3. The pretrial bond officer will give the contact information for the monitoring companies to the defendant so the information can be given to their family/friends. The pretrial bond officer may also obtain the defendant's family/friends contact information in an effort to help expedite the process if necessary. The initial activation payment/payment arrangements must be made with the monitoring company prior to the defendant being released from jail.
4. Once payment confirmation/arrangements to the monitoring company have been made, the pretrial bond officer will contact the monitoring company and assist jail staff with setting up the installation date/time. The defendant will then be cleared and released by the jail staff after the monitor has been installed.

5. The pretrial bond officer will meet with the defendant at the initial intake appointment if the GPS monitor is ordered to be installed after release from incarceration.
 6. The pretrial bond officer may have to follow up with the district attorney's office, Judicial Officer, or arresting agency, to ensure the crime victim's home/work/school address are confirmed for exclusion zones if applicable and any curfew hours if ordered.
 7. Upon notification of any violation report from the monitoring company, the pretrial bond officer will contact the defendant regarding the violation and take action as deemed appropriate. Crime victim exclusion zone violations are potentially dangerous situations and require immediate attention to include contacting the defendant, victim, and/or local law enforcement for intervention if necessary.
 8. The pretrial bond officer will send a violation report to the court of jurisdiction and district attorney's office if deemed necessary.
- E. Drug Testing Conditions
1. Drug test will be conducted as ordered by the courts and records will be maintained by the pretrial bond clerk/officer.
 2. Defendants that are ordered to be drug tested monthly will be at tested at their scheduled appointment each month, and results will be documented in CSS. All others will be added to the Cordant Health Solutions SENTRY tracking system.
 3. Each drug test will be paid for in advance by the defendant.
 4. Collection of samples will be observed by the appropriate staff member.
 5. If the defendant tests positive for drug use, they will be given the opportunity to sign a self-admission form. If the defendant agrees and completes the self-admission form, the pretrial bond officer must witness the form and may then dispose of the sample. A photograph of the empty collection cup may be taken showing which test strip/drug tested positive. The defendant will be counseled and instructed that any future positive test results will result in a violation report being submitted to the court. The defendant will also be placed in the SENTRY tracking system and a random reporting schedule will be implemented.
 6. If the defendant refuses to complete/sign the self-admission form, the defendant has subsequent positive tests, or the defendant is adamant that no drug use has occurred, the sample shall be submitted to the lab for confirmation. Proper chain of custody protocols must be followed and documented. Once confirmation is received back from the lab, the pretrial bond officer will submit a violation report to the court of jurisdiction and the district attorney's office.
- F. General Casework
1. All defendants released on pretrial bond with Felony cases are required to report in-person monthly after the initial intake appointment. Defendants released on pretrial bond with Misdemeanor cases may be required to report in-person or via mail-in reporting after the initial intake appointment at the discretion of the pretrial bond officer.
 2. If the defendant is arrested for a new offense, the pretrial bond officer will file a violation report with the court of jurisdiction, unless the original case has been

dismissed. Results of violation reports will be followed up on monthly until the case is disposed.

3. All pretrial bond cases shall be reviewed by the pretrial bond officer monthly, including cases that are inactive due to absconder status, incarceration, or defendants being released to other agencies. The pretrial bond officer will check for compliance with Conditions of Bond and court status.
 4. The pretrial bond clerk will run a Commit Audit Report and a Release Audit Report each morning, to ensure any defendants on bond supervision have not been rearrested or released and will notify the pretrial bond officer of any applicable changes in status.
 5. The pretrial bond clerk will monitor criminal case/warrant disposition sheets received by KSO Dispatch, provided by the district attorney's office, and will forward any pertinent information to the pretrial bond officer regarding case resolutions/warrant recalls.
 6. The pretrial bond officer will ensure all security protocols are adhered to when escorting defendants inside the secure office area to include the use on walk-through/hand-held metal detectors. In conjunction with the metal detector screenings, backpacks, bags, and personal items capable of concealing a weapon will not be permitted inside the secure office area.
 7. All paper files will be secured/stored in a locked file cabinet and will be accounted for/reconciled once a week by the pretrial bond clerk/officer.
 8. The pretrial bond officer will testify as requested by the courts. Attorneys who request that the pretrial bond officer testify must obtain a subpoena.
 9. All pretrial bond cases will remain open until the disposition of the case.
- G. Discharge
1. The pretrial bond clerk will terminate/inactivate the case in CSS upon disposition of the case.
 2. The pretrial bond clerk will close out the pretrial bond case in Odyssey, once the case has been indicted/filed in the county/district court.
 3. The pretrial bond officer/clerk will ensure the District Clerk's Office has linked the pretrial bond case and the county/district court case in Odyssey so court officials may have access to applicable documents.
 4. The paper file will be moved from the active drawer to the inactive drawer once the pretrial bond case has been disposed of. The paper file will be shredded after a one-year retention period.

VII. Bond Violation Reports

A. Referral Process

1. Bond violation reports will be scanned directly to the Judicial Officer who has jurisdiction of the case at the time (i.e. Justice Court, County Court, or District Court) and the district attorney's office and the court clerk will be copied.
2. Bond violation reports for cases magistrate by Associate District Court Judges will be scanned directly to the respective District Judge and the district attorney's office and the court clerk will be copied.

3. Once received, the Judicial Officer will review the violation report and determine the best course of action as deemed appropriate. Some Judicial Officers may wait and address the bond violation (s) at the defendant's next scheduled court date, schedule a bond hearing, or issue a warrant.
4. If no action is taken by the Judicial Officer, the district attorney's office has the option to file a motion to hold bond insufficient/revoke bond and a hearing will be scheduled. The Judicial Officer will make a ruling on the motion at that time.
5. The court clerk/district attorney's office will coordinate any hearing dates/times and will notify the defendant's attorney, the bond supervision officer, and any other applicable parties.
6. After the hearing, the defendant will either be incarcerated, given a new or supplemental bond, or released under the original Conditions of Bond. The pretrial bond officer will verify the instructions of the court.

VIII. Fees

- A. **Monitoring Fee**
Each defendant placed on pretrial bond supervision will be required to pay a \$10.00 monitoring fee each week, beginning the first day of the next month after release from jail, and/or the first day of the next month once the Conditions of Bond are received from the county/district court. Any and all delinquent fees owed to the Pretrial Bond Supervision Department will be added to the Bill of Cost upon disposition of the case.
- B. **Drug Test**
Defendants will pay a \$15.00 fee for each drug test that is administered.
- C. **GPS Installation**
Defendants will pay a \$75.00 installation fee if a GPS ankle monitor is applied by the pretrial bond officer prior to release from jail.

IX. Authorized Monitoring Companies

- A. **GPS**
 1. Recovery Monitoring Solutions
9090 N Stemmons Fwy, Suite A, Dallas, Texas
 2. Sources Unlimited
815 TL Townsend Dr., Rockwall, Texas
- B. **Alcohol Monitoring**
 1. Smart Start
 2. Intoxalock
 3. Lifesafer
 4. Low Cost
 5. Drager Safety
 6. Recovery Monitoring Solutions (SCRAM/drug patch)

X. Associated Fees Paid Directly to Monitoring Companies (Average)

A. GPS

1. \$300 monthly monitoring fee
2. \$75 install fee
3. \$100 jail trip charge

B. Alcohol Monitoring

1. Ignition Interlock - \$80.65 monthly monitoring fee
2. In home Device - \$81.19 monthly monitoring fee
3. Smart Mobile Device- \$140 monthly monitoring fee plus \$30 install fee
4. Lock Out Fee - \$50 per lock out
5. SCRAM Alcohol Monitoring Device - \$360 monthly monitoring fee plus \$75 install fee/\$100 jail trip charge
6. Drug Patch - \$65 monthly fee

XI. Attachments

- A. Order Setting Conditions of Bond and Release
- B. Office Visit Report Form
- C. Motor Vehicle Driver Agreement
- D. Pretrial Bond Supervision Procedures
- E. U.A. Admission Form

The State of Texas § In the _____
vs. § In and For
_____ § Kaufman County, Texas

On the _____ day of _____, 20____, the above-named Defendant appeared before me on the charge of _____. Bond was set in the amount of \$_____.

Defendant shall:

- Commit no offense against the laws of this State or of any other State or of the United States;
- Not refuse breath or blood if requested to submit a sample to law enforcement during an investigation of an intoxication related offense;
- Not gamble, and do not use, possess, or consume any controlled substance, dangerous drug, or alcoholic beverage;
- Not frequent or go about places where intoxicating or alcoholic beverages are sold, served, or consumed, where gambling is permitted, or where a criminal act is being committed;
- Appear for each and every court date, on each case currently pending against the Defendant, until each and every matter is resolved;

☐ **ADDITIONAL CONDITIONS (CHECK/ANNOTATE IF NECESSARY)**

FAILURE TO COMPLY WITH EACH AND EVERY ONE OF THESE CONDITIONS MAY RESULT IN AN ORDER BEING ISSUED FOR YOUR ARREST AND YOUR DETENTION PENDING TRIAL OF THE CRIMINAL ACTION AGAINST YOU.

SIGNED this _____ day of _____, 20____

Magistrate/Judge in and for Kaufman County, Texas

Received and Acknowledged By:

Defendant

The State of Texas § In the _____

vs. § In and For

_____ § Kaufman County, Texas

On the _____ day of _____, 20____, the above-named Defendant appeared before me on the charge of _____. Bond was set in the amount of \$_____.

Defendant shall:

- Page 1 of 2

THE FOLLOWING ADDITIONAL CONDITIONS OF BOND APPLY TO THE DEFENDANT:

DWI INTERLOCK CONDITIONS

- Defendant must have installed on the motor vehicle owned by Defendant, or on the vehicle most regularly driven by Defendant, a device that uses a deep-lung breath analysis mechanism equipped with camera to make impractical the operation of a motor vehicle if ethyl alcohol is detected in the breath of the operator;
- Defendant must not operate a motor vehicle in any place, public or private, that is not equipped with such device, and "Ignition Interlock Device" is a device defined in § 521.241 (2) TEX. TRANS. CODE;
- Defendant must install this device at Defendant's expense before the 10th day after the date of this Order, through a recognized service provider provided by the Pretrial Bond Supervision Department, as ordered by the Court;
- Defendant must provide evidence to the Pretrial Bond Supervision Department of the installation before the 10th day after the date of this Order that the ignition interlock has been installed on the appropriate vehicle(s);
- The above conditions are ordered because Defendant is charged with a subsequent offense under Penal Code 49.04 (DWI), 49.045 (DWI with Child Passenger < 15 Years of Age), 49.05 (Flying While Intoxicated), or 49.06 (Boating While Intoxicated), or an offense under Penal Code 49.07 (Intoxication Assault) or 49.08 (Intoxication Manslaughter);
- If it is determined the Defendant does not own a motor vehicle/their vehicle is inoperable, or the Defendant's driver's license has been suspended/forfeited, or if the Defendant fails to produce a valid driver's license and valid automobile insurance to the Pretrial Bond Supervision Department, the Defendant must install another monitoring device such as an In-Home monitoring device, SMART mobile device, SCRAM device, or other monitoring device as directed by the Pretrial Bond Supervision Department until the requirements are met and an ignition interlock is installed;
- The following agency is designated to verify the installation and monitor the device: Kaufman County Pretrial Bond Supervision Department.
- ☐ This is not an arrest for a subsequent offense under Texas Penal Code 49.04, 49.045, 49.05, or 49.06, but interlock is still required as a condition of this bond:

☐ **ADDITIONAL CONDITIONS**

FAILURE TO COMPLY WITH EACH AND EVERY ONE OF THESE CONDITIONS MAY RESULT IN AN ORDER BEING ISSUED FOR YOUR ARREST AND YOUR DETENTION PENDING TRIAL OF THE CRIMINAL ACTION AGAINST YOU.

SIGNED this _____ day of _____, 20____.

Magistrate/Judge in and for Kaufman County, Texas

Received and Acknowledged By:

Defendant

The State of Texas § In the _____

vs. § In and For

_____ § Kaufman County, Texas

On the ____ day of _____, 20____, the above named Defendant appeared before me on the charge of _____. Bond was set in the amount of \$_____.

Defendant shall:

- Page 1 of 3

THE FOLLOWING ADDITIONAL CONDITIONS OF BOND APPLY TO THE DEFENDANT:

☐ **CRIME VICTIM CONDITIONS (CIRCLE THOSE THAT APPLY)**

- Defendant shall not contact or communicate with the victim of this offense or any member of the family or household of the victim in any manner, including in person, via electronic message, through any social media site, social media application, or through any other person, including a friend or family member of Defendant;
- Defendant shall not contact any witness of this offense in any manner, including in person, via electronic message, through any social media site, social media application, or through any other person, including a friend or family member of Defendant;
- Defendant is ordered not go within 200 yards of the following locations:

Victim's residence at _____

Victim's work at _____

Victim's school at _____

Other: _____

- Defendant shall not engage in conduct toward the victim of this offense or any member of the family or household of the victim, including following the person, that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass the victim;
- Defendant shall not possess a firearm or ammunition unless Defendant is a peace officer as defined by section 1.07 of the Texas Penal Code, actively engaged in employment as a sworn, full-time paid employee of a stock agency or political subdivision.

☐ **CHILD VICTIM CONDITIONS (CIRCLE THOSE THAT APPLY)**

- Defendant (CIRCLE ONE) **is** or **is not** granted supervised access to the child. This condition prevails over any existing Order granting possession of or access to the child for _____ days (must be 90 or less);
- Defendant shall not initiate, establish, nor maintain contact with any child under the age of 18 years old, including Defendant's own children, unless supervised by an adult over the age of 21 years old, and permission is obtained by Defendant from Child Protective Services and the Pretrial Services Department prior to any contact with a child;
- Defendant shall not live in any home with a child under the age of 18 years old, unless supervised by an adult over the age of 21 years of age and permission is obtained by Defendant from Child Protective Services and the Pretrial Services Department prior to residing in any home with a child;
- Defendant shall not possess, view, purchase, or sell pornographic materials, including computer images.

☐ **GLOBAL POSITIONING SATELLITE (GPS) MONITORING CONDITIONS
(CIRCLE THOSE THAT APPLY)**

- Defendant is ordered to submit to electronic GPS Monitoring through a recognized service provider provided by the Pretrial Bond Supervision Department, as ordered by the Court. The Defendant shall pay all costs associated with the installation and monitoring of same;
- ☐ This GPS monitor must be installed onto Defendant prior to being released from custody after the bond has been posted; or ☐ This GPS monitor must be installed onto the Defendant within 48 hours of being released from custody after the bond has been posted and the Defendant must provide proof to the Pretrial Bond Supervision Department that the monitoring device has been installed;

- The following home curfew/ home confinement schedule is ordered:

- Defendant shall not go within 200 yards of the following location(s):

☐ **MENTAL HEALTH CONDITIONS**

- Defendant shall submit to a mental health evaluation by the Local Mental Health Authority within 21 days of Defendant's release from incarceration, and the results of such evaluation shall be forwarded to the Pretrial Bond Supervision Department;
- Defendant shall cooperate with and follow any and all recommendations of any psychiatrist, psychologist, or counselor that is assigned to evaluate and/or treat Defendant, including but not limited to attending all appointments scheduled for the treatment of Defendant, and taking any prescription medications prescribed by such mental health professional(s).

☐ **DRUG TESTING CONDITIONS**

- Defendant is ordered to undergo (CHECK ONE) ☐ weekly, ☐ bi-monthly, ☐ monthly testing for controlled substances, as defined by Section 481.002 of the Health & Safety Code;
- Costs for Defendant's drug testing are (CHECK ONE):
 - ☐ Ordered to be paid by Defendant as a condition of bond.
 - ☐ To be taxed as costs of court.

☐ **ADDITIONAL CONDITIONS**

FAILURE TO COMPLY WITH EACH AND EVERY ONE OF THESE CONDITIONS MAY RESULT IN AN ORDER BEING ISSUED FOR YOUR ARREST AND YOUR DETENTION PENDING TRIAL OF THE CRIMINAL ACTION AGAINST YOU.

SIGNED this _____ day of _____, 20____.

Magistrate/Judge in and for Kaufman County, Texas

Received and Acknowledged By:

Defendant



Kaufman County
Pretrial Bond Supervision Department
3003 S. Washington St.
Kaufman, Texas 75142
Phone: 469-376-4749
Fax: 469-595-0689

Office Visit Report Form

Officer:

Date:

Cause Number:

Name: _____ Phone Number: _____ Cell Number: _____

Physical address: _____

Mailing Address: _____

Email address: _____

List the names and relationship of everyone living at your address:

List the name and phone number of one reference that will always know your whereabouts:

Your Employer: _____ Address: _____

Occupation: _____ Employer Number: _____

Supervisor's Name: _____

Does your employer know about your arrest/bond conditions? ____ Yes ____ No

Do you own or drive a vehicle? ____ Yes ____ No

Make: _____ Model: _____ Year: _____ Color: _____ LP#: _____

Have you been arrested or questioned by law enforcement since your last report? ____ Yes ____ No

Have you violated any conditions of your bond since your last report? ____ Yes ____ No

Are there any changes from your last report? ____ Yes ____ No

Do you have any pending court appearance? ____ Yes ____ No When: _____

Attorney Name: _____ Attorney Phone Number: _____

I understand that any information herein proven false can be grounds for revocation of bond. To the best of my knowledge, I swear the foregoing is true and correct. I further understand that I am to report again in person on _____ at _____.

Officer's Signature Date

Defendant's Signature Date



Kaufman County
Pretrial Bond Supervision Department
3003 S. Washington St.
Kaufman, Texas 75142
Phone: 469-376-4749
Fax: 469-595-0689

MOTOR VEHICLE DRIVER AGREEMENT

Being supervised by Kaufman County Pretrial Bond Supervision Department for an alcohol related offense, I agree to adhere to the guidelines set forth below. I also agree to abide by all terms and conditions of my Bond, as ordered/amended by my presiding Judge. I realize that failure to comply with these guidelines may result in additional sanctions and my case being returned to court.

1. I understand that I cannot operate a motor vehicle without possession of a valid driver's license.
2. I understand that I cannot operate a motor vehicle without current, valid automobile insurance.
3. I understand that I cannot operate ANY motor vehicle, including any vehicle I may have access to including but not limited to, those registered to a spouse/significant other, roommate, parent, sibling, or any other family member, without having the deep-lung breath analysis mechanism equipped with camera installed in the vehicle.
4. I understand that PRIOR to operating any motor vehicle, I must contact my officer, and follow the conditions of any order for the ignition interlock device.
5. By initialing below, I am stating that I am not operating a motor vehicle due to one of the following circumstances:
 - A. The vehicle (s) registered to me is/are inoperable. _____
 - B. I do not own a motor vehicle. _____
 - C. My driver's license is suspended/was forfeited. _____
 - D. My health prohibits the operation of a motor vehicle. _____
 - E. I am agreeing to not operate ANY motor vehicle for the duration of the court ordered time. I understand that should I desire to begin operating a motor vehicle at any time prior to the termination of my bond, I will be required to have a valid driver's license, insurance, and ignition interlock installed prior to driving if so ordered. _____
 - F. I understand that if I am not operating a motor vehicle due to any of the circumstances listed above, I am required to install another monitoring device such as an in-home device, SMART mobile device, SCRAM device, or other monitoring device as ordered by the court. _____
6. By initialing, I am stating I have a valid driver's license and valid automobile insurance, and have provided proof of such to the Pretrial Bond Officer. _____

Signature of Defendant Date

Supervision Officer Date



Kaufman County
Pretrial Bond Supervision Department
3003 S. Washington St.
Kaufman, Texas 75142
Phone: 469-376-4749
Fax: 469-595-0689

Pretrial Bond Supervision Procedures

The Kaufman County Pretrial Bond Supervision Department has been designated as the agency responsible for monitoring the compliance of those defendants ordered, as a condition of bond, to install and maintain an ignition interlock device on his/her vehicle or other monitoring devices. All violations of the conditions of bond will be reported to the court of jurisdiction, possibly resulting in revocation of bond and incarceration.

The following is an outline of the procedures that one must follow to remain in compliance with the conditions of bond:

1. You must have your monitoring device installed by _____.
2. You must report to the Pretrial Bond Officer at 3003 S. Washington St. Kaufman, Texas 75142, within 24 hours of installation, or the next business day if a county holiday/weekend, and provide proof of a valid driver's license, valid insurance, monitoring lease agreement, and be prepared for an inspection of your vehicle. (It is recommended you call 469-376-4749 first to schedule an appointment to avoid a prolonged wait.)
3. You must pay a _____ per week monitoring fee, beginning on the 1st day of the month following your release from jail and continuing weekly thereafter, until your case is disposed. Payments are to be made to the Kaufman County District Clerk at 100 W. Mulberry St., Kaufman, Texas.
4. You must maintain the interlock device in good operating condition on the vehicle owned or driven regularly by you until disposition of your case. (Remember, you are not allowed to drive a vehicle that is not equipped with the Interlock device.) Follow all regulations of any other monitoring devices until disposition of your case.
5. Be available for random verification visits or request by the Pretrial Bond Officer.
6. Report as directed to the Pretrial Bond Officer until disposition of your case.
7. Notify the Pretrial Bond Officer of any violations or difficulties with the monitoring device within 24 hours of the event.
8. Notify the Pretrial Bond Officer of any changes of residence, employment, or arrest by a law enforcement agency within 48 hours.

I acknowledge that I have received a copy of these procedures. I understand what is expected of me as directed by my conditions of bond. I further acknowledge that failure to fully comply with my conditions of bond will result in a notification to the Court and a warrant possibly being issued for my arrest.

Signature of Defendant

Date

Supervision Officer

Date



Kaufman County
Pretrial Bond Supervision Department
3003 S. Washington Street
Kaufman, Texas 75142
Phone: 469-376-4749
Fax: 469-595-0689

U.A. ADMISSION FORM

I, _____, acknowledge that on or about this date
_____, I consumed, drank, inhaled, injected, smoked, snorted,
swallowed (circle the ones that apply), the following illegal/prohibited substances:

I have decided of my own free will to document my use of an illicit drug/alcohol.
I understand that my action was in violation of the conditions of bond. I also
understand that the court has the authority at any time during the period of my
bond to revoke my bond, hold my bond insufficient, or set a higher bond, for
violating any condition of bond.

Defendant Signature

Date

Bond Supervision Officer

Date

Hal Richards

County Judge
469-376-4139



100 W. Mulberry St.

Kaufman, Texas 75142
judge@kaufmancounty.net

April 28, 2020

Colonel Kenneth N. Reed
Commander, Fort Worth District
U.S. Army Corps of Engineers
819 Taylor Street
Fort Worth, Texas 76102

RE: Letter of Support for NCTCOG request to USACE for Planning Assistance to States (PAS) and Floodplain Management Services (FPMS) funding for the purpose of the addition of the East Fork Trinity River FEMA model into the Trinity River Consolidated NFIP-CDC (Corridor Development Certificate) Model.

Dear Colonel Reed,

Kaufman County is a new member of the Trinity River Common Vision program and supports the attached proposal to update the Upper Trinity River Consolidated NFIP-CDC (Corridor Development Certificate) Model – with the addition of the East Fork Trinity River FEMA Model. The Trinity Common Vision program is celebrating 30 years of cooperation and collaboration on the Clear Fork, West Fork, Elm Fork and mainstem of the Trinity River in 2020, and our community is excited to see the program expand to the East Fork Trinity. This proposal will provide the technical information and tools that are extremely important to communities to enact strategies, rules, and regulations to manage growth and development, allowing communities along the East Fork Trinity to get ahead of growth before it happens and make data-driven planning and development decisions. The North Central Texas (NCT) region as it continues to experience explosive growth; our current regional population of 7.5 million is projected to double by 2060. Additionally, the NCT region does not have a flood control district, and technical support such as the CDC program and model are necessary for us as communities to manage stormwater and water quality.

Sincerely,

Hal Richards, County Judge

Hal Richards

County Judge
469-376-4139



100 W. Mulberry St.

Kaufman, Texas 75142
judgerichards@kaufmancounty.net

April 28, 2020

Colonel Kenneth N. Reed
Commander, Fort Worth District
U.S. Army Corps of Engineers
819 Taylor Street
Fort Worth, Texas 76102

RE: Letter of Support for NCTCOG request to USACE for Planning Assistance to States (PAS) and Floodplain Management Services (FPMS) funding to update the geo-referenced Upper Trinity River Corridor Development Certificate (CDC) Model into the Consolidated NFIP-CDC model.

Dear Colonel Reed,

Kaufman County is New Member of the Trinity River Common Vision program and supports the attached proposal to update the geo-referenced Upper Trinity River Corridor Development Certificate (CDC) model into the Consolidated NFIP-CDC model. The work will consist of a review of the georeferenced FEMA model developed from 2017-2019, incorporation of CDC Model proposed geometries and future flows, review of the NFIP-CDC Consolidated Model, inundation mapping, documentation, and a community review. Our community is excited about this proposal because keeping models up to date, in sync, and having files combined into a single modeling package (HEC-RAS project file) will help administration of the NFIP and CDC programs. The North Central Texas (NCT) region continues to experience explosive growth; our current regional population of 7.5 million is projected to double by 2060. The development of technical information and tools are extremely important to communities so that we can enact strategies, rules, and regulations to manage growth and development in such a way that it does not adversely impact communities. Additionally, the NCT region does not have a flood control district, and technical support such as the CDC program and model are necessary for us as communities to manage stormwater and water quality.

Sincerely,

Hal Richards, County Judge

Good Afternoon Flood Management Task Force (FMTF) Members and Prospective East Fork Members:

At the January FMTF meeting, NCTCOG staff mentioned that we would follow up with our members and prospective members regarding information on the implementation timeline, scope of work, and cost associated with two proposals:

- **USACE Update of the Geo-Referenced Upper Trinity River Model into the Consolidated NFIP-CDC Model (addition of CDC approved but not yet built projects and 2055 flows)**
- **Upper Trinity River CDC Model – USACE East Fork Addition into the Consolidated NFIP-CDC Model**

We are trying to get this information to you all in time to include within your FY 21 community budget requests. We have received and reviewed the two scopes from the USACE, and they are attached to this email. The total cost for the two projects is \$485,000. The table below shows the breakdown of cost by community using the same proportional method for annual Trinity Common Vision cost shares. If you are able to set aside all or a portion of your community's share in your next year's budget, please do.

We are making every effort to locate external funding to help substantially offset these costs; however, there are no guarantees that funds will become available. We plan to discuss the status of our efforts at our upcoming April FMTF meeting, and will likely be requesting Letters of Support from you for our external funding requests in the near future.

Please let me know if you have any questions about these projects.

Entity	Cost Share
Arlington	\$16,666.94
Carrollton	\$29,548.88
Combine	\$4,842.67
Coppell	\$6,853.89
Crandall	\$244.42
Dallas	\$128,257.34
Farmers Branch	\$7,321.32
Forney	\$1,187.60
Fort Worth	\$80,877.68
Grand Prairie	\$42,266.68
Hutchins	\$4,122.70
Irving	\$38,581.15
Lewisville	\$15,279.27
Mesquite	\$10,452.36
Seagoville	\$16,007.99
Sunnyvale	\$4,766.74
Wilmer	\$2,722.37
TRWD	\$15,000.00
Dallas County	\$15,000.00
Ellis County	\$15,000.00

Kaufman County	\$15,000.00
Tarrant County	\$15,000.00
Total	\$485,000.00

Thank you,

Mia Brown, CFM

Senior Planner

Environment & Development Dept.

North Central Texas Council of Governments

Office: (817) 695-9227

mbbrown@nctcog.org

