

**Commissioners Court -June 15, 2010  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **15<sup>TH</sup> day of June, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**INVOCATION:**

**PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag  
CALL TO ORDER /ROLL CALL**

**PUBLIC COMMENTS**

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.  
**NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.**

**CONSENT ITEMS**

The following may be acted upon in one motion. A Commissioner, the County Judge, or a Citizen  
May request items be pulled for separate discussion and/or action

1	3	Approve payments of county invoices. <b>HERZOG</b>
2	4-14	Approve Commissioner Court Minutes of May 20 & 27 and June 8, 2010. <b>SUMTER/FRITSCH</b>
3	15-17	Accept donated funds in the amount of \$1,050.00 to the Sheriff's Office Crime Prevention and deposit into (Special Projects) and amend the budget accordingly. <b>SUMTER/RATLIFF</b>
4	18-19	Authorize the County Judge to execute the Service Agreement renewal with Appriss for \$30,710 for the Victim Information and Notification Everyday (VINE) Program. <b>SUMTER/HAUFF</b>
5	20-38	Authorize the County Judge to execute renewal of the SAVINS Maintenance Grant Contract with the Office of the Attorney General of Texas for the statewide Victim Information and Notification Everyday (VINE) system program. <b>SUMTER/HAUFF</b>
6	39	Approve contract for Green Acres Drive Replacement Bridge Improvements at Wilson Creek and authorize County Judge to execute contract. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>
7	40-42	Approve recommended selection of PSC Environmental Services Houston LLC for the RFP 2010-P08 Household Hazardous Waste Collection Event. <b>FORD/HERZOG/MAIORKA/PINNIX/HAUFF</b>
8	43	Appoint Commissioner Conley as the Hays County representative to the Capital Area Metropolitan Planning Organization and continue the appointment of Commissioner Barton as the alternate effective June 15, 2010. <b>SUMTER</b>
9	44-54	Authorize the County Judge to approve proposed annual renewal application for Public Health Emergency Preparedness funding for FY 2011 in the amount of \$145,902.00. <b>SUMTER/HARGRAVES</b>

**ACTION ITEMS**

**ROADS**

10	55-56	Call for a public hearing on June 29, 2010 to establish traffic regulations on Onion Creek Ranch Road. <b>FORD/BORCHERDING</b>
11	57	Call for a public hearing on June 29, 2010 to establish traffic regulations in Heritage Oaks subdivision. <b>FORD/BORCHERDING</b>
12	58	Call for a public hearing on June 29, 2010 to establish traffic regulations in Deer Creek subdivision. <b>FORD/BORCHERDING</b>
13	59-66	Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Rim Rock

		subdivision, Phase 2, Section 2 and Phase 3, Section 2. <b>FORD/BORCHERDING</b>
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#### **SUBDIVISIONS**

14	67-69	10-7-4 Re-subdivision of Lot 63, Rolling Oaks Subdivision, Section 3 (4 Lots). Discussion and possible action to consider approval of Final Plat. <b>FORD/GARZA</b>
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#### **MISCELLANEOUS**

15	70-76	Discussion and possible action to authorize the County Judge to execute a Project Grant Agreement with the Texas Department of Transportation for Section 5310 funding in the amount of \$74,640.00 for the Hays County Veterans Affairs Office. <b>CONLEY/HAUFF</b>
16	77-78	Discussion and possible action to authorize reimbursement from bond proceeds to the General Fund for expenses incurred for the Government Center prior to the issuance of the debt. <b>SUMTER/HERZOG</b>
17	79-80	Discussion and possible action to authorize the employment of a temporary employee as a deputy constable in Precinct 5 while an existing deputy constable is on extended leave. <b>BARTON/MANCILLAS</b>
18	81-84	Discussion and possible action to purchase a LTI 20-20 Ultralyte LRB (Laser Radar Gun) for beneficial use in northwest Hays County by Dept of Public Safety troopers and by Sheriff Office traffic deputies assigned to Pct. 4 area. <b>FORD</b>
19	85	Discussion and possible action to allow the Hays County 4H Horse Project to use the Civic Center one weekend in July and one weekend in August and waive the facility fees. <b>BARTON</b>
20	86-87	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Anchondo Research Management & Strategies (ARMS) for assistance with community outreach and education meetings with the residents of the Hillside Terrace Subdivision and approve a one-time waiver of County Purchasing Policy. <b>BARTON</b>
21	88	Discussion and possible action to authorize the Park and Open Space Committee and the Parks Department staff to develop an RFQ to re-write and evaluate Hays County's Parks and Open Space Plan. <b>CONLEY/BARTON/HAUFF/NORTH</b>
22	89	Discussion and possible action to consider approval of Bid Alternates and a Cost Savings Incentive Plan with Balfour Beatty for the Hays County Government Center. <b>INGALSBE</b>
23	90-91	Discussion and possible action to approve specifications and authorize Broadus and Associates and/or Hays County Purchasing to solicit Request for Qualification for commissioning services for the Hays County Government Center. <b>INGALSBE</b>
24	92-103	Discussion and possible action to authorize the County Judge to execute a Clinical Competency Agreement and Clinical Externship Agreement between Hays County and Kaplan University. <b>INGALSBE</b>
25	104-111	Discussion and possible action to accept surplus ROW from the State of Texas. <b>BARTON</b>
26	112-114	Discussion and possible action to double fill the Administrative Assistant II position in the Family Justice Division of the Hays County Criminal District Attorney's Office position for a period not to exceed 6 weeks. <b>INGALSBE</b>

#### **STANDING AGENDA ITEM**

27	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. <b>INGALSBE</b>
28	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. <b>SUMTER</b>

#### **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 11<sup>th</sup> day of June, 2010

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

**CLERK OF THE COURT**

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

# *Agenda Item Request Form*

## **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve payment of county invoices.**

**CHECK ONE:**    ☒ **CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: 6/15/10**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** 

**SUMMARY:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF MAY 20 & 27, 2010  
AND JUNE 8, 2010**

**CHECK ONE:**    **X CONSENT**    ☐ ACTION    ☐ EXECUTIVE SESSION  
                  ☐ WORKSHOP    ☐ PROCLAMATION    ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: JUNE 15, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

**SUMMARY:**



MAY 20, 2010

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STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 20<sup>TH</sup> DAY OF MAY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

DEBBIE GONZALES INGALSBE  
JEFFERSON W. BARTON  
WILL CONLEY  
KAREN FORD  
LIZ Q. GONZALEZ

COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

WITH COUNTY JUDGE ELIZABETH "LIZ" SUMTER ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Conley led the court in the Pledge of Allegiance to the flags. Commissioner Ingalsbe called the meeting to order.

**PUBLIC MEETING TO DISCUSS CURRENT VETERAN SERVICES OFFERED BY HAYS COUNTY AND TO SEEK INPUT FROM VETERAN COMMUNITY ON ADDITIONAL SERVICES TO BE OFFERED.**

Dee Dee Baen Human Resources Director gave a brief introduction and explained the reason for this meeting. Dee Dee introduced the Veteran's Task Force: Christopher Albertson, Jon Burns, Robert Elder, Gary Hale, Bryan Hannah, Mary Ann Maycen, Joan Nesvold, Jude Prather, David Wilson and Mike Mendoza (Advisor/now Interim Veteran Administration Officer) and Dr. Jim Bell (Facilitator). Veterans Transportation Needs Committee members are: HR Dept., Grants Dept., Auditor's office, Legal Counsel, 1 end User, 1 member of the Task Force, VA Officer, and a member of the Commissioners Court (Commissioner Conley). Commissioner Barton spoke of upcoming Community Meeting to be held in Kyle, TX at the VFW Hall on Thursday May 27, 2010. Commissioner Ford spoke of having a Meeting to be held in Dripping Springs sometime in June. Interim Veterans Administration Officer Mike Mendoza spoke of different needs of the community and what the County provides for the Veterans. He also spoke of new facility that will be built in Austin in 2012. Commissioner Conley spoke of trying to help Veterans with all local resources but we need public input in order to help. Commissioner Conley opened the floor for public comments. The following people made public comment: Dan West, Former Hays County Veterans Service Officer Tom Tvrdik, Jude Prather, Alan Cameron, Margie Brownsberger, Gary Fowler, Nolan Lewis, Jon Burns, Eula Crawford, and A. R.

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on MAY 20, 2010.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS



STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 27<sup>TH</sup> DAY OF MAY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

DEBBIE GONZALES INGALSBE  
JEFFERSON W. BARTON  
LIZ GONZALEZ

COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
DEPUTY COUNTY CLERK

WITH COUNTY JUDGE ELIZABETH "LIZ" SUMTER, COMMISSIONER PCT. 3 WILL CONLEY AND COMMISSIONER KAREN FORD ABSENT; THERE WAS NOT A QUORUM PRESENT, AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

*Clerk's Note: Agenda Item No. 1 RE: Discussion and possible action regarding a Precinct 2 public meeting with veterans and their dependents to share information gathered by a County Veteran Task Force and receive input about transportation options for veterans - no minutes required due to no quorum.*

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on MAY 27, 2010.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS





STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 8<sup>TH</sup> DAY OF JUNE A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCH	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe gave the invocation and led the court in the Pledge of Allegiance to the flags. Human Resources Director Dee Dee Baen introduced new county employees. Judge Sumter called the meeting to order.

**PRESENTATION BY CITY OF DRIPPING SPRINGS REGARDING HARRISON RANCH PARK** [T1-35]

Dripping Springs Mayor Todd Purcell gave an update on the Harrison Ranch Park project. The county was instrumental in acquiring this property (almost 64 acres) to preserve a legacy of the Dripping Springs foundation in farming and ranching, enabling future generations to remain rooted in the hill country lands and ways of life. Little Barton Creek runs through the property. Major achievements were obtaining a \$500,000 grant from the Texas Parks & Wildlife Department to build new amenities, established Camp Lasso summer day camp in 2009 for 300 children, constructed new entrance and service road to the park through donations of time and labor from local companies, received GO TEXAN Boot Strap Bucks Grant from Texas Dept. of Agriculture for 2009 Wild West Fest publicity for \$2,367, upgraded existing open arena to provide for current use, farmhouse improvements, sponsored the first annual Wild West Fest October 24, 2009 attracting 1,500 guests, attracted Texas Hill Country Barrel Racers Association for racing events, established wine & beer tasting events to bring more exposure to the park and to provide area citizens with an enjoyable evening under hill country skies, completed and adopted the conceptual plans and cost estimates for the new amenities, established Playday Buckle Series program as major fundraiser, received donation from the Salt Lick for fundraiser on August 7, 2010, received 501c(3) non-profit status through Greater Dripping Springs Community Foundation, and received GO TEXAN Hometown STARS grant from Texas Dept. of Agriculture for 2010 Wild West Fest publicity for \$6,000. Potential programming: equestrian and agricultural events, exhibitions, private gatherings, festivals, trade shows, music events, outdoor seminars/classes, and the farmhouse can be used for wedding/parties/meetings.

**PUBLIC COMMENT**

[T1-308] Rusty Wallace made public comment regarding community meeting held in Rolling Oaks Subdivision. Jim Camp (member of Hays County Parks & Open Space Advisory Board) made public comment regarding the shooting sports complex. Chris North (Chair of the Hays County Parks & Open Space Advisory Board) made public comment regarding use of parks funds for the shooting sports complex.

**PRESENTATION BY PLUM CREEK WATERSHED PARTNERSHIP REGARDING WATER QUALITY INITIATIVES IN THE WATERSHED IN EASTERN HAYS COUNTY AND IN CALDWELL COUNTY, AND FUTURE PLANS FOR THE PARTNERSHIP** [T1-1193]

Nikki Dictson, gave a powerpoint presentation regarding implementing the Plum Creek Watershed Protection Plan. She spoke of pollutants (bacteria & nutrients) in the watershed and efforts to identify sources of that pollution. She spoke of funding that was received from TCEQ for outreach and education. Those funds were used to create a watershed protection campaign brochure, 2 NEMO-Urban Growth Workshops, 4 Online Modules (wastewater treatment plants: OSSFs; stormwater mgmt; and Fats, Oils and Grease), 8 Septic System Workshops, illegal Dumping/Litter Campaign, TCEQ Fats, Oils, and Grease Workshops and Site Assessment Visits. The Plum Creek Watershed Partnership recommends hiring a local position to implement the Plum Creek Watershed Protection Plan. The position will be hired, supervised and housed by the GBRA or the Texas AgriLife Extension Service and would likely be physically located in Lockhart or Seguin, but will serve the entire watershed. Estimated annual cost for the project will total approximately \$80,000, including funds for a computer, cell phone, supplies, publications, and travel.

**27122 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve payments of county invoices in the amount of \$899,099.79 as submitted by the County Auditor. All voting "Aye".  
**MOTION PASSED**



JUNE 8, 2010

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**27123 APPROVE COMMISSIONER COURT MINUTES OF MAY 25, 2010**

Commissioner Barton requested correction on item #27113: change spelling of Allen Aulick (MGT) to Allen Pollock. A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Commissioner Court Minutes of May 25, 2010 as presented by the County Clerk with recommended correction. All voting "Aye". MOTION PASSED

**27124 APPROVE SPECIFICATIONS FOR IFB #2010-B14 "ROAD IMPROVEMENTS/HOT-MIX OVERLAY" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve specifications for IFB #2010-B14 "Road Improvements/Hot-Mix Overlay" and authorize purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED

**27125 APPROVE SPECIFICATIONS FOR RFP #2010-P16 "TIME MANAGEMENT SYSTEM" AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSAL AND ADVERTISE**

[T1-1659] \$70,000 is budgeted for this item. County Treasurer Michele Tuttle spoke of research that has been done and ID cards that would need to be compatible with the new government center access code. Bob Hinkle (Broadus & Associates) spoke of integration with the new government center. A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve specifications for RFP #2010-P16 "Time Management System" and authorize purchasing to solicit for proposal and advertise. All voting "Aye". MOTION PASSED

**27126 ACCEPT REPORT TO COMMISSIONERS COURT IDENTIFYING OSSF AND FLOOD PLAIN PERMIT ADMINISTRATIVE APPROVALS ISSUED DURING THE MONTH OF MAY, 2010**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to accept report to Commissioners Court identifying OSSF and Flood Plain Permit Administrative Approvals issued during the month of May, 2010. All voting "Aye". MOTION PASSED

**27127 APPOINT COMMISSIONER CONLEY AS THE HAYS COUNTY REPRESENTATIVE TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, CONTINUE THE APPOINTMENT OF COMMISSIONER BARTON AS THE ALTERNATE AND APPOINT JUDGE SUMTER AS AN ALTERNATE FOR THE JUNE 2010 MEETING**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to appoint Commissioner Conley as the Hays County Representative to the Capital Area Metropolitan Planning Organization, continue the Appointment of Commissioner Barton as the Alternate and Appoint Judge Sumter as an Alternate for the June 2010 meeting. All voting "Aye". MOTION PASSED

**27128 APPROVE BUDGET AMENDMENT FOR DISTRICT CLERK**

District Clerk's Office has received a customer request for records on microfilm. A staff member was required to travel to Austin to use the reader machine that will produce this type of record. A total of \$26 is required to reimburse the staff for mileage expenses for using personal vehicle. The District's Clerk's Office received Commissioners Court approval on March 23<sup>rd</sup> to hire temporary personnel for \$702. The project has been completed and the final invoice was received, and an additional \$37.50 is needed. Request is to move \$26 from 001-609-00.5551(continuing ed) to 001-609-00.5501(travel) and move \$37.50 from 001-609-00.5021(salary savings) to 001-609-00.5449(temp personnel). A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve budget amendment for District Clerk for additional cost related to temporary personnel and travel expense. All voting "Aye". MOTION PASSED

**27129 APPROVE BUDGET AMENDMENT FOR DISTRICT COURT REPORTERS**

The rotating District Court Reporter's have covered their own continuing education expense and would like to use this savings to cover the cost of the local, state and federal Texas Rules of Court pamphlets and the cost of needed supplies. The request is for \$500 from 001-608-02.5551 (continuing ed) to 001-608-02.5213 (\$168.50 books & periodicals) and 001-608-02.5211 (\$331.50 office supplies). A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve budget amendment for District Court Reporters for books and office supplies. All voting "Aye". MOTION PASSED





- 27130 AUTHORIZE THE COUNTY JUDGE TO APPROVE PROPOSED ANNUAL RENEWAL APPLICATION FOR THE FY 2011 LOCAL PUBLIC HEALTH SERVICES CONTRACT BETWEEN THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND THE PERSONAL HEALTH DEPARTMENT IN THE AMOUNT OF \$63,535.00**

This is a renewal application between Hays County Personal Health Department and DSHS for funding of the local Public Health Services contract for FY 2011. The funding is for September 1, 2010 thru August 31, 2011. A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to approve proposed annual renewal application for the FY 2011 Local Public Health Services Contract between the Texas Department of State Health Services (DSHS) and the Personal Health Department in the amount of \$63,535.00. All voting "Aye". MOTION PASSED

- 27131 PUBLIC HEARING AND ACTION TO ESTABLISH TRAFFIC REGULATIONS ON FITZHUGH RD EAST, CR 101 [T1-2003]**

Judge Sumter opened the public hearing. No public input was received. Public hearing was closed. RTP Director Jerry Borchering gave staff recommendation to establish a reduced speed limit zone of 35 mph on a section of Fitzhugh Road East in both directions between Trautwein Road, CR 185 and Preslar Circle. Current speed limit is 40 mph in this section. A motion was made by Commissioner Ford, seconded by Commissioner Conley to establish traffic regulation to reduce speed limit to 35 MPH on Fitzhugh Road East (CR 101) in both directions between Trautwein Road (CR185) and Preslar Circle. All voting "Aye". MOTION PASSED

- 27132 ACCEPT A ROAD DEDICATION OF OLD RED RANCH ROAD IN THE VISTA GRANDE SUBDIVISION [T1-2018]**

Old Red Ranch Road has been maintained by Hays County since accepting 1.5 miles of Old Red Ranch Road into county maintenance system on February 19, 2008. With few exceptions (e.g. roadway interlocals with municipalities), Hays County normally accepts dedication of any roadway on which maintenance is proposed at the same time it accepts the maintenance obligation. Accepting dedication of the roadway would reconcile the discrepancy. A motion was made by Commissioner Ford, seconded by Commissioner Conley to accept road dedication of Old Red Ranch Road in the Vista Grande Subdivision. All voting "Aye". MOTION PASSED

- DISCUSSION REGARDING A VARIANCE TO OSSF REGULATIONS SECTION 10.1, TO ALLOW THE FUTURE PERMIT OF AN ON-SITE SEWAGE FACILITY ON A 2.51 ACRE TRACT LOCATED OFF OF RR 12 [T1-3363]**

Clint Garza, Programs Manager Development Services, explained the situation. Commissioner Conley spoke of RR 12 widening which will leave the property owner with an insufficient amount of property to obtain an OSSF permit in the future under current local rules. Special Counsel Mark Kennedy spoke of including the variance, if approved, in the closing documents for this property – court could limit the amount of flow for a permit to be issued.

- 27133 APPROVE THE SALE OF DELINQUENT TAX PROPERTY HELD IN TRUST [T1-3346]**

A motion was made by Judge Sumter, seconded by Commissioner Barton to approve the sale of delinquent tax property held in trust – Oakwood Manufactured Home situated on Space 50 Saddlebrook Mobile Home Park in San Marcos. All voting "Aye". MOTION PASSED

- 27134 APPOINT LUCY JOHNSON, MAYOR OF KYLE TO REPRESENT HAYS COUNTY ON THE CAPITAL AREA REGIONAL TRANSPORTATION PLANNING ORGANIZATION (CARTPO) [T2-1987]**

Mayor Johnson was recently elected in Kyle and previous experience serving on various boards. She understands the transportation challenges we are facing. Commissioner Conley feels like she would be a valuable asset to CARTPO and would like to appoint her to represent Hays County. Judge Sumter requested no action today until all cities are notified to see if others are interested in representing Hays County on the CARTPO board. A motion was made by Commissioner Conley, seconded by Commissioner Ford to appoint Lucy Johnson, Mayor of Kyle to represent Hays County on the Capital Area Regional Transportation Planning Organization (CARTPO) for a 12 month term. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter voting "No". MOTION PASSED



JUNE 8, 2010

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**27135      APPROVE WORK AUTHORIZATION NO. 7 WITH KLOTZ ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR DESIGN OF DRAINAGE WORKS ON EAST SUMMIT DRIVE [T2-1978]**

Klotz Associates has finished the related studies and is ready to begin designing and producing construction plans. Monies are available from savings realized from lower contract costs on the Green Acres Bridge project. A motion was made by Commissioner Conley, seconded by Commissioner Barton to approve Work Authorization No. 7 with Klotz Associates, Inc. for professional services for design of drainage works on East Summit Drive. All voting "Aye". MOTION PASSED

**27136      AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ADVANCE FUNDING AGREEMENT CSJ #0285-03-044 FOR RM 12 AT HUGO ROAD AND ADVANCED FUNDING AGREEMENT CSJ #0285-03-045 FOR RM 12 AT SINK CREEK [T2-1429]**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to execute the Advance Funding Agreement CSJ #0285-03-044 for RM 12 at Hugo road and Advance Funding Agreement CSJ #0285-03-045 for RM 12 at Sink Creek. All voting "Aye". MOTION PASSED

**27137      ADOPT A RESOLUTION APPROVING A HAYS COUNTY MEMBERSHIP OF THE TEXAS INDIGENT HEALTH CARE ASSOCIATION AND AMEND THE BUDGET ACCORDINGLY [T1-2038]**

Texas Indigent Health Care Association was created in 2004 as a program of the Urban Counties with the cooperation with the Texas Association of Counties when Indigent Health Care directors asked for organizational assistance in response to the State's discontinuation of the Texas Department of Health Regional Coordinators the prior years. The basic goal of TIHCA is to provide timely information on upcoming legislative and state level changes as well as staff training on program administration. Membership fee is \$200. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to adopt a Resolution approving a Hays County Membership of the Texas Indigent Health Care Association and amend the budget accordingly. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

**27138      RATIFY THE COUNTY JUDGE'S EXECUTION OF CLOSING DOCUMENTS ASSOCIATED WITH NUMEROUS RIGHT OF WAY (ROW) ACQUISITION PROJECTS; TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CLOSING DOCUMENTS ASSOCIATED WITH ROW ACQUISITION ON FM110 AND DACY LANE; AND TO AMEND THE RESOLUTION OF COMMISSIONERS COURT JUNE 23, 2009 THAT ADDRESSES COUNTY COMMISSIONERS' AND COUNTY JUDGE'S AUTHORITY TO PERFORM ROW ACQUISITION [T2-1439]**

The Commissioners Court adopted a Resolution regarding ROW acquisition on or about June 23, 2009 that attempted to describe the authority court members have related to ROW acquisition. Since adoption of that resolution, staff and court members have been acting under the assumption that the County Judge could execute closing documents for negotiated ROW projects. Upon further review, however, the resolution requires that closing authorizations may only be granted by Commissioners Court. This item proposes to fix the closings that have been executed to date, and further proposes to grant broader authority to the Commissioner and the Judge to execute closings without bringing those items back to court. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to ratify the County Judge's execution of closing documents associated with numerous Right of Way (ROW) Acquisition Projects; to authorize the County Judge to execute closing documents associated with ROW acquisition on FM 110 and Dacy Lane; specifically FM 110 Purchase Agreement for ROW acquisition Parcel 2; and to amend the Resolution of Commissions Court June 23, 2009 that addresses County Commissioners' and County Judge's authority to perform ROW acquisition to include Dacy Lane in 3<sup>rd</sup> paragraph of resolution and remove "plus five percent (5%) from item #6. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED



**27139 APPROVE THE SELECTION OF ROLANDO L. RIOS & ASSOCIATES, PLLC FOR REDISTRICTING OF PRECINCTS AND AUTHORIZE COMMISSIONERS CONLEY AND INGALSBE TO NEGOTIATE A CONTRACT [T2-100]**

The redistricting committee met and reviewed the two RFQ's that were received. It was a unanimous decision to recommend Rolando L. Rios & Associates, PLLC for these services. Mr. Rios would like to begin gathering data in preparation for the redistricting process. This data will include downloading shape files for voting precincts, census blocks, census tracks, as well as voter registration and turnout data for the county voting precincts. This data is necessary to insure that the State, the Census Bureau and the County are working with the same shape files in preparation for redistricting. The actual process of appointing committees and drawing plans would not need to start until after November 2010. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve the selection of Rolando L. Rios & Associates, PLLC for redistricting of precincts and authorize Commissioners Conley and Ingalsbe to negotiate a contract. All voting "Aye". MOTION PASSED

**27140 FUND PROPOSED BUILDING IMPROVEMENTS TO A COUNTY OWNED FACILITY LEASED BY THE LBJ MUSEUM OF SAN MARCOS [T1-497]**

The LBJ Museum currently has a long term lease (50 years-terminating December 31, 2055), with Hays County. The Board of Directors is requesting \$225,000 which can be split into two FY allocations if necessary, for renovations to our County facility. The money would be used to construct viable multi-use space on the second floor to include a new reading room, restrooms, exhibit area and auditorium, which would be available for public use in downtown, meeting space that downtown is currently lacking. Also a new HVAC, elevator for ADA requirements and access, fire alarm, a sprinkler system, plus all the electrical, lighting, plumbing and insulation required. [T1-545] Kelly Franks (San Marcos Main Street Manager), John Thomaides, Scott Gregson (representing the Downtown Association), Patricia Murdock (President of the LBJ Museum of San Marcos Board), Ed Mihalkanin (LBJ Museum of San Marcos Board), Theresa Schwartz, and San Marcos Mayor Susan Narvaiz spoke in support of the capital improvements to the LBJ Museum. Commissioner Conley suggested full funding from reserve funds or capital improvement funds [countywide operations line item #5741]. A commitment of funding is being requested. [T1-1030] A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to fund the County owned facility leased by the LBJ Museum of San Marcos for capital improvements - renovation of the second floor to include the installation of an elevator to meet ADA requirements - in an amount of \$225,000 out of countywide operations budget line item #001-645-00-5741 contingent on working out an MOU. All voting "Aye". MOTION PASSED

**27141 APPROVE THE PURCHASE OF A POST HOLE DIGGER/AUGER ATTACHMENT FOR THE SKID-STEER LOADER AT THE RPTP TRANSPORTATION DIVISION AND AMEND THE BUDGET ACCORDINGLY [T2-1102]**

The RPTP Department/Transportation Division would like to purchase an auger attachment for the skid-steer loader in order to assume some of the guardrail repair/installation work, thus, reducing the need for contracted work. The funds that would be used are proceeds from auctioned equipment during the year. \$2,948.45 from auction revenue deposited in 020-710-00.4635 and equipment to be purchased out of 020-710-00.5719. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve the purchase of a post hole digger/auger attachment for the skid-steer loader at the RPTP Transportation Division not to exceed \$3,000 and to amend the budget accordingly. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

**27142 ADOPT A RESOLUTION SUPPORTING AND REQUESTING THE RE-DESIGNATION OR DUAL DESIGNATION OF PORTIONS OF FM 3407, RM 12, SH 21 AND SH 80 BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND DECLARE AN EFFECTIVE DATE [T2-1132]**

In order to change the IH 35 signage to direct Wimberley traffic to the Wonder World Extension, TxDOT has requested the City and County to adopt Resolutions for the following: Re-designate FM 3407 to RM 12 from SH 123 west to Wimberley; Re-designate RM 12 to SH 80 along what we call Hopkins; Dual-designate SH 80 and SH 21 from IH 35 East to the SH 21 Interstate. Because a portion of these ROW's are outside the city limits, the county will also need to adopt a resolution. The City Council acted on this at their June 1, 2010 meeting. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to adopt a Resolution supporting and requesting the re-designation or dual designation of portions of FM 3407, RM 12, SH 21 and SH 80 by the Texas Department of Transportation and declare an immediate effective date. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED



JUNE 8, 2010

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**27143 ACCEPT HAYS COUNTY GOVERNMENT CENTER, CHANGE ORDER #2, A DEDUCTION TOTALING \$43,938 FOR THREE ELECTRICAL CHANGES [T1-2190]**

Three deductions being considered are (1) substitute PVC underground for branch feeds in lieu of EMT overhead; (2) substitute 9 wire home runs in lieu of 5 wire home runs; (3) substitute MC cable in lieu of conduit/wire. Supplier, subcontractor and contractor in making substitution request or in using an approved substitution represent that they have personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to accept Hays County Government Center, Change Order #2, a deduction totaling \$43,938 for three electrical changes. All voting "Aye". MOTION PASSED

**27144 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT FOR PHYSICIAN SERVICES WITH AUSTIN MEDICAL EDUCATION PROGRAMS AND JASON J. BOSCO, M.D. [T1-2070]**

This agreement represents the addition of one physician to assist with OB/GYN services that are being provided by the Hays County Personal Health Department. The agreement contemplates that this particular physician will operate solely out of the Kyle Office, will make 2 clinic visits per month, and will occasionally see patients at his office, on an as-needed basis. A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to execute an Independent Contractor Agreement for Physician Services with Austin Medical Education programs and Jason J. Bosco, M.D. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

**27145 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH J.D. RAMMING PAVING CO., LTD FOR THE AMOUNT OF \$34,001.00 FOR ROADWAY PAVEMENT REPAIRS ASSOCIATED WITH THE CEDAR OAK MESA WATER SYSTEM IMPROVEMENT PROJECT**

A grant was received from the office of Rural Community Affairs in July 2008 to assist Cedar Oaks Mesa Water Supply Corporation with installation of the new water lines in the Campfire No. 2 Subdivision near Wimberley. During the installation of the new lines, cuts were made within the paved roadway to place the lines under the road surface. Upon completion of the water line installation, weather conditions were not conducive at the time to permit permanent repair and repaving of the roadways, and temporary repairs were made and a credit was received from the contractor to allow this to occur at a later date. Specifications were developed by Hejl, Lee and Associates Inc., the engineer for the project, and quotes were solicited from six firms to conduct pavement repairs/restoration associated with this project. Two firms responded to this solicitation, and J.D. Ramming Paving Co., Ltd submitted the low quote at \$34,001 for the work. It is recommended that this quote be accepted and the agreement be executed to finish the work associated with Phase I of the Cedar Oak Mesa Water System Improvement Project. This will come out of line item #146-753-99-045.5611. A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to execute an Agreement with J.D. Ramming Paving Co., Ltd for the amount of \$34,001 for roadway pavement repairs associated with the Cedar Oak Mesa Water System Improvement Project. All voting "Aye". MOTION PASSED

**27146 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ADVANCE FUNDING AGREEMENT CSJ #1754-02-019 FOR RM 1826 AT DARDEN HILL ROAD AND ADVANCE FUNDING AGREEMENT CSJ #1754-02-020 FOR RM 1826 AT FM 967 [T2-1146]**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize the County Judge to execute the Advance Funding Agreement CSJ #1754-02-019 for RM 1826 at Darden Hill Road and Advance Funding Agreement CSJ #1754-02-020 for RM 1826 at FM 967 and authorize the County Judge to execute. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

**AUTHORIZE THE COUNTY JUDGE TO SUBMIT A LETTER OF REQUEST FOR A FACILITY NEEDS ANALYSIS FROM THE TEXAS COMMISSION ON JAIL STANDARDS [T1-2300]**

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to submit a Letter of Request for a facility needs analysis from the Texas Commission on Jail Standards. Commissioner Ford and Judge Sumter voting "Aye". Commissioner Ingalsbe, Commissioner Barton, and Commissioner Conley voting "No". MOTION FAILED



**27147 ACCEPT A DATA REPORTING IMPROVEMENT PLAN PREPARED BY THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE [T2-1160]**

The Hays County DA has prepared a Data Reporting Improvement Plan pursuant to HB 2730. The DA will be sending the plan to the Texas Department of Public Safety this week. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to accept a Data Reporting Improvement Plan prepared by the Hays County Criminal District Attorney's Office. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

**27148 AUTHORIZE THE COUNTY JUDGE TO SIGN A STATEMENT OF WORK FROM COLD SHOWER DESIGN FOR CONSULTING AND DESIGN SERVICES TO REVAMP THE COUNTY WEBSITE [T2-1174]**

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to sign a Statement of Work from Cold Shower Design for consulting and design services to revamp the County Website in an amount not to exceed \$7500. All voting "Aye". MOTION PASSED

**27149 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, COPS HIRING PROGRAM (CHP) FOR SUPPORT OF UP TO 5 NEW OFFICERS IN THE HAYS COUNTY SHERIFF'S OFFICE [T1-2101]**

A motion was made by Judge Sumter seconded by Commissioner Conley to authorize the County Judge to submit a Grant Application to the U.S. Department of Justice, Office of Community Oriented Policing Services, COPS Hiring Program (CHP) for support of up to 5 new officers in the Hays County Sheriff's Office. All voting "Aye". MOTION PASSED

**27150 AMEND CONSTABLE PCT 1 BUDGET [T2-1300]**

Constable Pct 1 requires an addition \$15 to reimburse his administrative assistant for meal expenses incurred while attending a Civil Process Course in New Braunfels on May 14<sup>th</sup> & 17<sup>th</sup>. A budget amendment is also need for a shortfall in telephone expenses. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to amend Constable Pct 1's budget as recommended by the County Auditor. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

**WORKSHOP – HAYS COUNTY STRATEGIC PLAN REVIEW [T2-140]**

Chris Holtkamp, AICP Community and Economic Development with LCRA, spoke of meeting with citizens, elected officials and department heads. He gave a powerpoint presentation that reflected the purpose of the plan, plan topics, internal current activities, internal short term, internal mid term, water & wastewater, transportation, growth management, economic development, and quality of life issues. Dianne Wassenich (committee member) spoke of importance of the plan.

Court convened into closed meeting at 2:35 pm regarding the following executive session and reconvened into open meeting at 3:17 pm. No action was taken.

**EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING EXISTING AND/OR CONTEMPLATED LITIGATION RELATED TO CLAIMS BY WILLIAM MONTAGUE JR.**

Court convened into closed meeting at 4:20 p.m. for the following executive sessions and reconvened into open meeting at 6:15 p.m. No action was taken

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING A REGIONAL SHOOTING SPORTS COMPLEX IN HAYS COUNTY**

Clerk's Note: Jim Camp and Chris North were invited to this closed meeting in their capacity as members of the Parks & Open Space Advisory Board and J.B. Kolodzey as a partner & entity involved in the shooting sports complex.





JUNE 8, 2010

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EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO THE JACOB'S WELL OPEN SPACE PROJECT

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING THE INTERLOCAL AGREEMENT WITH THE CITY OF SAN MARCOS FOR THE COMPLETION OF MCCARTY LANE AND FM110

San Marcos Mayor Susan Narvaiz made public comment regarding McCarty Lane completion prior to the court convening into closed meeting.

27151 DISCUSSION AND ACTION ON ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS

Bob Hinkle (Broadus & Associates) spoke of material testing proposals. He recommended contracting with Terracon. [T1-2259] A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to select Terracon for material testing and authorize the County Judge to execute the contract once reviewed by legal counsel and program manager. All voting "Aye". MOTION PASSED

**Clerk's Note:** Agenda Item #40 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED. No discussion and no action taken.

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JUNE 8, 2010.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve donated funds in the amount of \$1,050 to the Sheriff's Office Crime Prevention and deposit into line item 052-618-00.4610 (Special Projects) and amend the budget accordingly.**

**CHECK ONE:**    ☒ **CONSENT**    ☐ **ACTION**    ☐ **EXECUTIVE SESSION**  
                         ☐ **WORKSHOP**    ☐ **PROCLAMATION**    ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Tommy Ratliff**

**SPONSORED BY: Liz Sumter**

**SUMMARY:**

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Accept donated funds in the amount of \$1,050.00 to the Sheriff's Office Crime Pervention and deposit onto (Special Projects) and amend the budge accordingly.

**PREFERRED MEETING DATE REQUESTED:** June 15 2010

## COUNTY AUDITOR

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$1,050.00

**LINE ITEM NUMBER:**052-618-00.4610 & 052-618-00.5222

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** The budget needs to be amended to increase 052-618-00.4610 (Contributions) & 052-618-00.5222 (Crime Prevention Expense) for \$1,050.

Bill Herzog

## SPECIAL COUNSEL

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## COMMISIONERS' COURT

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## COUNTY JUDGE

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

TO THE ORDER OF  
Hays County Sheriff's Office  
1307 UHLAND RD  
SAN MARCOS TX 78666

**PAY \*\*\*Five Hundred Dollars\*\*\***

**Bluebonnet**  
P.O. Box 729 Bastrop, TX 78602-0729

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Check Number **00180995**  
Net Amount **\$\*\*\*\*\*500.00\***  
Check Date **05/26/2010**  
General Account  
HEXNE001 08262010 130902 AP  
00180995

VOID after 120 days

AUTHORIZED SIGNATURE  
*Elizabeth Kana*

FIRST NATIONAL BANK, GIDDINGS  
PO Box 269  
GIDDINGS TX 78942  
88-471/1131

16311

**WIMBERLEY LION'S FIELD FUND**  
P.O. BOX 575  
WIMBERLEY, TX 78676

**OZONA NATIONAL BANK**  
WIMBERLEY BRANCH  
WIMBERLEY, TEXAS 78676  
88-1218-1113

5/28/2010

PAY TO THE ORDER OF **Sherrif's Department Jr Acc.** **\$ \*\*500.00**

**Five Hundred and 00/100\*\*\*\*\*** **DOLLARS**

**Sherrif's Department Jr Acc.**

MEMO

*Elizabeth Kana*  
MP

Details on back.

**M. J. TATUM**  
P.O. BOX 1822  
WIMBERLEY, TX 78676

1864  
88-7653/3113

Date **05-25-10**

Pay to the Order of **Hays Co. Sheriff** **\$50.00**

**Fifty Dollars** Dollars

**ABILENE TEACHERS FEDERAL CREDIT UNION**  
2801 NORTH 6TH ST. P.O. BOX 5706  
ABILENE, TEXAS 79608-5706

For **Jr. Academy** *Mary Jane Tatum* MP

GUARDIAN SAFETY BLUE

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Authorize the County Judge to execute the Service Agreement renewal with Appriss for \$30,710 for the Victim Information and Notification Everyday (VINE) Program.**

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Hauff**

**SPONSORED BY: Sumter**

**SUMMARY: The VINE program is administered by the Office of the Attorney General of Texas (OAG), to provide a statewide automated system to provide crime victims with accurate and up-to-date information and notification of county inmate status and court events. Appriss is the contract provider selected by the OAG to support the VINE program. Attached is the original maintenance renewal contract from the OAG in the amount of \$30,710 to cover the costs for the renewal of services through August 31, 2011.**



## R-07 Service Agreement Renewal Notice



**DATE:** May 19, 2010

**CUSTOMER NAME:** Hays County

**LOCATION:** 111 East San Antonio Street, #300  
San Marcos, TX 78666

**PROJECT TYPE:** Hays County VINE Service

**ORIGINAL SERVICE AGREEMENT DATE:** November 23, 2004

**SERVICE AGREEMENT RENEWAL DATE:** September 1, 2010

**SERVICE AGREEMENT RENEWAL TERM:** 12 Months

**NEXT SERVICE AGREEMENT RENEWAL DATE:** August 31, 2011

**PROJECT PRICING:** \$30,710

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

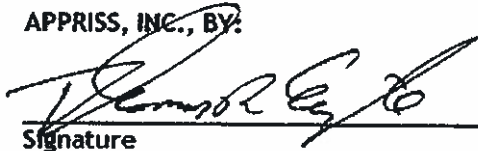
**Contract Changes:** This Service Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

**Special Note:** Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

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### AUTHORIZATION:

APPRISS, INC., BY:

  
\_\_\_\_\_  
Signature Date 5/21/2010

Thomas R. Seigle  
Executive Vice President  
Public Safety Group

CUSTOMER BY:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title Name

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Authorize the County Judge to execute renewal of the SAVINS Maintenance Grant Contract with the Office of the Attorney General of Texas for the statewide Victim Information and Notification Everyday (VINE) system program.**

**CHECK ONE:**      ☒ **CONSENT**      **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** N/A – no matching funds required

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Hauff

**SPONSORED BY:** Sumter

**SUMMARY:** The purpose of the statewide crime victim notification service (SAVNS) grant program is to maintain Texas Counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the right of victims of crime. The Office of the Attorney General (OAG) will reimburse the County for certain costs incurred in the implementation and operation of its portion of the statewide crime victim notification service.

Hays County has participated in this program for a number of years, and this is a renewal for the service.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND HAYS COUNTY  
FOR THE STATE FISCAL YEAR 2011**

**OAG Contract No. 1121029**

**THIS GRANT CONTRACT** is executed between the Office of the Attorney General of Texas (OAG) and Hays County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse GRANTEE for certain cost incurred in the implementation and operation of its portion of the SAVNS. To ensure a standard statewide service to all interested counties, including GRANTEE, the OAG will reimburse GRANTEE for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011, with an option to extend up to an additional two years. The Vendor Certification includes a "Detail of Services", containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, all comprising the "Vendor Certification Documents". The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

**SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT**

**2.1 Service Period (Term).** The Service Period (Term) of this contract shall commence on the later of September 1, 2010 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2011.

**2.2 Option to Extend Service Period (Term).** This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the

contract amount must also be by written amendment executed with the same formalities as this contract.

### **SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the Vendor Certification documents

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan". The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. In particular, GRANTEE will execute a Services Agreement or a Service Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) of this contract; verify that the GRANTEE input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the GRANTEE; establish a SAVNS "Log" for GRANTEE to use for the purpose of recording all problems noted with the SAVNS system; to whom the problem was referred, and when the problem was resolved and allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

**3.5 Data Extract.** To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

**3.6 Scope of Services.** For the purpose of this contract, the requirements, duties and obligations

contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

#### **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

##### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with OAG.** GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

**4.1.2. Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect



all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

## **4.2 Program Reports**

**4.2.** GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis.

## **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Request for Reimbursement.** OAG Grant funds are paid on a cost reimbursement basis. GRANTEE will submit a to the OAG a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** The OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed GRANTEE's Services Agreement Renewal Notice with the Certified Vendor for the time period covered by the pre-reimbursement funding request;
- b. An invoice from the Certified Vendor which includes the dates covered under the Maintenance Phase;
- c. A completed OAG form titled Verification of Continuing Production Record;
- d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
- e. A written justification explaining the need for pre-reimbursement funding.

The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within sixty (60) days of receiving the pre-reimbursement funding from the OAG.

**4.3.4 Audit Reports and Other Documents.** Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2011, (and, if this contract is extended, on or before May 31, 2012 and May 31, 2013), for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 One Time Submission of Invoice for Request for Reimbursement to the OAG.** GRANTEE is responsible for submitting its invoice to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. Upon submission and approval of the GRANTEE's request for reimbursement, the GRANTEE will receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A.

Complete invoice submission instructions are described in the Texas SAVNS Program Request Procedures for FY 2011 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation.

**4.3.6 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs for GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG for FY 11 is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

**5.3 Reimbursement of Grantee Expenses.** The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this crisis.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG to the GRANTEE under this contract.

**6.4 Rights Upon Termination or Expiration.** Upon termination or expiration of this contract, the OAG will not reimburse GRANTEE, if after the notice of termination or expiration of this contract, the GRANTEE thereafter receives services from the Certified Vendor and seeks reimbursement for that time period from the OAG.

**6.5 Notice to Certified Vendor.** Any termination of this contract will also be forwarded by the



terminating party to the Certified Vendor.

## **SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

**7.4 Access.** GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.



**7.5 Location.** Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG may require submission of information via facsimile or in an electronic format, including via the internet and/or a web-based data collection method. Unless otherwise indicated by the OAG in writing, the submission of information to the OAG will be by hard-copy to the addresses listed as follows:

**8.1 Information, Excluding Invoices.** All correspondence, reports or notices, except invoices, must be submitted to:

Grants Management  
Office of the Attorney General  
Grants Administration Division, Mail Code 004  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Invoices.** All invoices must be submitted to:

Grants Financial Management  
Office of the Attorney General  
Grants Administration Division, Mail Code 004  
Post Office Box 12548  
Austin, Texas 78711-2548

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, \_\_\_14, State Assurances.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE 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 or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

**10.6 Certifications and Assurances.** Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this**

**contract.** To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

**11.8 No Grants to Certain Organizations.** Consistent with the OAG's Appropriation, Rider 12, in S.B. No. 1, Article I, Victims Assistance Grants, 81st Leg. Reg. Sess. (2009), GRANTEE confirms

that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, Including All Exhibits** This contract, including Exhibits A and B, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Exhibit A and B are attached and incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.



**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6. Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY GENERAL**

**GRANTEE**

\_\_\_\_\_  
**Attorney General or designee**

\_\_\_\_\_  
**Judge Elizabeth Sumter**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND HAYS COUNTY  
FOR THE STATE FISCAL YEAR 2011**

**OAG Contract No. 1121029**

**Population Size: Large**

The OAG will reimburse GRANTEE for allowable SAVNS expenditures as follows:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$26,333	\$ 4,377	12	\$30,710

**Limitation of Liability of the OAG.** The total liability of the OAG to GRANTEE for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the GRANTEE for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

**THIRTY THOUSAND SEVEN HUNDRED TEN and NO/100 (\$30,710)**

**Maximum Number of Months.** The maximum number of months is provided above. If this contract does not commence before September 1, 2010, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

## **EXHIBIT B**

### **SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HAYS COUNTY FOR THE STATE FISCAL YEAR 2011**

**OAG Contract No. 1121029**

**The Uniform Grant Management Standards ("UGMS"), Part III, Section \_\_\_\_\_.14;  
Promulgated by the Office of the Governor, State of Texas,  
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
- 8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child

Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant

to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

No later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve contract for Green Acres Drive Replacement Bridge Improvements at Wilson Creek and authorize County Judge to execute same.**

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
  
                         ☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Borcherding**

**SPONSORED BY: Sumter**

**SUMMARY: see attached**

Agenda Item Request Form

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's office

no later than 12:00 noon on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Approve recommended selection of PSC Environmental Services Houston LLC for the RFP 2010-P08 Household Hazardous Waste Collection Event.**

**Consent, Action, Executive Session, Etc. –Consent**

**MEETING DATE REQUESTED: June 15, 2010**

**REQUESTED BY: Herzog/Maiorka/Pinnix/Hauff**

**SPONSORED BY: Commissioner Ford**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**SUMMARY:** After evaluation of all proposals (3 were received) by the committee consisting of Jerry Pinnix, Jeff Hauff, & Greg Tvrdik it was determined that PSC Environmental was the most qualified and gave the lowest pricing. References were checked and they were commendable. A contract will need to be negotiated and brought back before Commissioners Court at a later date for approval.

**AGENDA ITEM – APPROVED BY:**

**COUNTY JUDGE**

**COUNTY AUDITOR**

**COMMISSIONER PCT. 1**

**COMMISSIONER PCT. 2**

**COMMISSIONER PCT. 3**

**COMMISSIONER PCT. 4**

**ACTION TAKEN / ACTION REQUIRED:**

ATTACHMENT III

Pricing Review  
J.H.

HHW Collection Event  
Cost Proposal

Waste Category	Waste Management Method	Waste Handling Option	Unit	EnviroSolve Cost Per Pound	Clean Harbors	PSC
1 Aerosols, Consumer Commodity	Incineration	Loosepack	pounds	1.16	1.07	1.00°
2 Asbestos	Landfill	Loosepack	pounds	0.60	.83	.35°
3 Corrosives, Acids	Incineration	Loosepack	pounds	0.48°	1.21	1.10
4 Corrosives, Alkaline	Incineration	Loosepack	pounds	0.48°	1.21	1.10
5 Mercury	Recycle	Loosepack	pounds	4.40°	5.16	10.00
6 Oxidizers	Incineration	Loosepack	pounds	0.43°	1.21	1.20
7 Paint, Latex	Recycle	Loosepack	pounds	1.16	.63	.45°
8 Paint, Latex (bulk)	Recycle	Bulk	pounds	0.76	.43	.38°
9 Paint, Oil Based	Recycle	Loosepack	pounds	1.16	.70	.50°
10 PCB Ballast and Capacitors	Incineration	Loosepack	pounds	1.77	1.37°	1.00
11 Poison Liquids	Incineration	Loosepack	pounds	1.41	1.16	1.05°
12 Poison Liquids	RCRA Landfill	Loosepack	pounds	1.41	.83	.35°
13 Poison Solids	Incineration	Loosepack	pounds	1.41	1.16	1.10°
14 Poison Solids	RCRA Landfill	Loosepack	pounds	1.41	.83	.35°
15 Reactives	Incineration	Labpack	pounds	7.76	5.16	3.00°
16 Fluorescent Light Tubes	Recycle	Loosepack	each	0.64°	1.00	1.00
17 Propane Cylinders (BBQ style)	Recycle	Loosepack	each	50.00	15.00	15.00
18 Propane Cylinders (small)	Recycle	Loosepack	each	61.65	5.00	5.00

Mobilization  
Staff

\$3500	\$3200.00	\$1000.00
*	\$250.00	2800.00
3500.00	5850.00	3800.00

90 - PSC - \$15,360  
 98 - Clean Harbors - \$18,146  
 87 - EnviroSolve - \$21,415



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Appoint Commissioner Conley as the Hays County representative to the Capital Area Metropolitan Planning Organization and continue the appointment of Commissioner Barton as the alternate effective June 15, 2010.

**CHECK ONE:**      ☒ **CONSENT**      ☐ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** SUMTER

**SUMMARY:**



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

#### **AGENDA ITEM:**

**Discussion and possible action to authorize the County Judge to approve proposed annual renewal application for Public Health Emergency Preparedness funding for FY 2011 in the amount of \$145,902.00.**

**CHECK ONE:**      **CONSENT**      ☒ **ACTION**      ☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: \$14,590 matching funds, may be "in-kind"**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Sumter**

#### **SUMMARY:**

**This is a renewal application between the Hays County Personal Health Department and the Texas Department of State Health Services for Public Health Emergency Preparedness funds for FY 2011. The award is for \$145,902.00. This is an increase of \$558 over FY 2010. There is a 10% match required for FY2011, which may be an in-kind match, The funding is for August 1, 2010 through July 31, 2011.**



**FY2011**  
**Public Health Emergency Preparedness**  
**CDC PHEP Funding**

**Legal Name of Applicant Agency:**  
**Mailing Address:**

Hays County Personal Health Department

Street / PO Box: 401 A Broadway

City San Marcos, Texas

Zip 78666

**Payee Name:**

Hays County Personal Health Department

**Payee Mailing Address:**

Street / PO Box: 401 A Broadway

City San Marcos, Texas

Zip 78666

**State of Texas Comptroller Vendor ID No (14 digit):** 1-74-6002241-5002

## Contractor's Budget Checklist

### ❖ Match

- Please ensure to include Match items in the detail budget pages and highlight each Match item in light green.
- Ensure that the total Match amount by category is identified on the Budget Summary page under the "Local Funding Sources" column.

### 1. Personnel

- 1.1.1. Identify Existing versus Proposed for each position (in column A).
- 1.1.2. Identify a position is vacant with "Y" or "N" (in column B).
- 1.1.3. Justification should be a one sentence description of the duties or responsibilities (in column C). The justification needs to be more than "grant goals".

*Note: Provide Job Descriptions for Proposed positions. Job Descriptions are separate documents (from the budget) and must have Grant specific duties (not a generic description).*

*Note: If wages are proposed as Match, then the appropriate amount of Fringe should be shown under the Fringe Category as well. Do not roll it into the Salary cost.*

### 2. Fringe

- 2.1.1. Provide detail for the Fringe rate (i.e. % or \$ amount for FICA, Health Ins, Retirement, etc.).
- 2.1.2. Check the math on the Fringe detail and ensure it all adds up.

*Note: Be sure to include the fringe for any proposed Personnel Match.*

### 3. Travel

- 3.1.1. Provide Number of Employees and Days for each conference/workshop listed (column F/G).
- 3.1.2. Enter a comment in the "Other Costs" cell that explains what costs constitutes a request (i.e. parking, etc).
- 3.1.3. Identify the travel policy used (i.e. City/County's or State's). This checkbox is at the bottom of the budget template.

Indicate Policy Used:	Respondent's Travel Policy <input type="checkbox"/>	State of Texas Travel Policy <input type="checkbox"/>
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*Note: Training registration is an "Other" categorical cost and should not be included in the "Travel" category.*

### 4. Equipment

- 4.1.1. Do not enter cents into the unit cost (it causes rounding problems). Round up; not down (i.e. enter \$5,000.25 as \$5001.00)
- 4.1.2. Provide a quote which matches the unit cost in the budget (within \$1.00 due to rounding).

*Note: Quotes/specs are required. Please make sure quotes are valid (i.e. not older than 30 days).*

### **Supplies**

- 4.2. Provide summary level detail in the Item Description (i.e. General Office supplies including paper, toner, pens, pencils, and binders).
- 4.3. Break up large requests into smaller, similar groups (i.e. instead of \$25,000 for PHEP supplies; show it as \$10,000 for office supplies, \$15,000 for PPE and cache replenishment).
- 4.4. Provide assumptions used to generate the request amount (i.e. \$750 per FTE for office supplies).
- 4.5. Computer supplies need to be under \$499 per unit with language to that fact in the description (i.e. with unit costs less than \$499).

*Note: Software is a supply. Non-consumable items with a unit cost less than \$500 are a supply.*

### **5. Contractual**

- 5.1. Enter TBD if the vendor has not yet been identified.
- 5.2. Provide a clear summary of scope of work.
- 5.3. Provide justification for the work.
- 5.4. Provide payment type and unit cost.

*Note: Contractual should only include contract work that is delegating part of the Contract Statement of Work activities to a third party. Any Other "contract" services should be placed in the "Other" budget category.*

### **6. Other**

- 6.1.1. In Description provide details or assumptions on the cost (i.e. cell service – 4 @ \$50 x 12 months)
- 6.1.2. Other costs include Training registration, telephone services (land, wireless, broadband, and pager), other professional services (i.e. janitorial), and advertising costs (i.e. media purchase not using an advertising firm).

### **7. Indirect**

- 7.1.1. Use row 11 which is for Governmental entities
- 7.1.2. Provide the Rate (normally a percentage), Type (i.e. Central Cost Rate versus Indirect Cost Rate) and the Base (Salary & Wages, Total Direct Costs, etc.)
- 7.1.3. Multiply the Indirect Rate against the correct base to calculate the total Indirect amount.
- 7.1.4. Provide a current Indirect Cost Rate certificate if the rate has changed.

### **Highlight Legend:**

Green provides additional information about Match.

Yellow provides additional information about general budget items.

The following are excerpts from the Contractor's Financial Procedures Manual for definitions on Direct Costs from Chapter 6. ( <http://www.dshs.state.tx.us/contracts/docs/2009Original.doc> ).

#### **Section 6.05.01 Personnel**

##### **Definition:**

Personnel costs are the actual cost of salaries and wages paid to employees of the organization devoted to the DSHS-funded project. The Personnel budget category should include only the salary/wages of employees who perform activities directly related to carrying out the Program Attachment's Statement of Work. The salary/wages of employees (i.e. executive office, accounting office, etc.) that do not perform activities directly related to carrying out the Program Attachments Statement of Work should be classified under the Indirect budget category.

These costs are allowable to the extent that they are reasonable and conform to the established, consistently applied policy of the organization and reflect no more than the time actually devoted to the project. The DSHS contract General Provisions require contractors to obtain prior approval for overtime premium pay, extra-shift pay and multi-shift work. Exceptions to this requirement include, work during an emergency, employees performing indirect functions or if the work will result in overall lower costs billed to DSHS.

#### **Section 6.05.02 Fringe Benefits**

##### **Definition:**

Fringe benefits are allowances and services provided by the organization to its employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the cost of employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable (in proportion to the amount of time or effort employees devote to the DSHS-funded project) to the extent that the benefits are reasonable and are incurred under formally established and consistently applied policies of the organization.

#### **Section 6.05.03 Travel**

##### **Definition:**

Travel is defined as the cost of transportation, lodging, meals and related expenses incurred by employees of the organization while performing duties relevant to the proposed project. Where meals are furnished without charge or at a nominal cost (e.g., as part of the registration fee), the proposed per diem or subsistence allowance must take this into consideration and be adjusted accordingly. Travel costs related to the general administration of an organization (that are deemed to be allowable in accordance with the applicable cost principles) should be allocated as indirect costs. This includes auto mileage paid to employees on the basis of a fixed mileage rate for the use of their personal vehicle. Costs related to client transportation, allowable travel costs of non-employees, and employee conference registration fees should be classified under the "Other" expense category. Travel costs incurred by a third party under contract should be included within the terms of the contract and be budgeted under the "Contractual" expense



category. Travel advances should be recorded as prepaid expenses and not recorded as an expense until after the trip has been completed when actual expenses are known.

#### **Section 6.05.04 Equipment**

**Definition:**

Equipment is defined as tangible nonexpendable personal property with an acquisition cost of \$5,000 or more and a useful life of more than one year, and controlled assets. Controlled assets include firearms regardless of the acquisition cost, and the following controlled assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Equipment items must be approved for purchase by DSHS, and be reported to DSHS annually on Form GC-11. The acquisition cost is the net invoice unit price of an item of equipment, including the cost of any necessary modifications, attachments, accessories or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired.

#### **Section 6.05.05 Supplies**

**Definition:**

Supplies are defined as consumable items that are directly associated with and are necessary to carry out the activities specified in the Program Attachment Statement of Work which may include medical supplies, drugs, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment. General facility and maintenance supplies (i.e. janitorial, exterminator, etc.) may also be charged to this category if allocated using a direct cost allocation plan; otherwise they should be allocated as an indirect cost. Supplies used in the general administration of the organization (i.e., executive director's office, accounting office) should be allocated as an indirect cost.

#### **Section 6.05.06 Contractual**

**Definition:**

The costs of activities directly associated with carrying out the Statement of Work that are delegated by the organization to a third party are recorded in the "Contractual" category. A contract with a subrecipient must comply with the requirements stated in the DSHS Contract General Provisions, including the sections in Article XII, titled Contracts with Subrecipient Subcontractors, Status of Subcontractors, and Incorporation of Terms. If the organization plans to enter into a contract that delegates a substantial portion of the scope of the project that equals or exceeds \$100,000, the organization must submit justification to DSHS and receive prior written approval from DSHS before entering into the contract. For contracts that are clearly defined in the Program Attachment budget, pre-approval is presumed.

The cost of contracted activities that are directly associated with carrying out the Statement of Work but are regarded to be ancillary costs (i.e. lab services, radiology services, etc.) are also

recorded in the "Contractual" category. This type of contract is considered to be a vendor contract and does not require prior written approval from DSHS.

Contracts for general and administrative services (i.e. accounting, audit, payroll, temporary staffing) are not included in this category; they are properly classified in the "Other" or "Indirect Cost" category.

#### **Section 6.05.07 Other**

##### **Definition:**

All other allowable direct costs not listed in any of the above categories are to be included in the "Other" category. Some of the costs listed below may also be treated as indirect cost. Their treatment as "Other" (direct) or indirect must be consistent throughout the organization. Typical costs that may be budgeted in the "Other" category are the approved DSHS Program Attachment's share of:

- \* Space and equipment rental;
- \* Utilities and telephone expenses;
- \* Data processing services;
- \* Printing and reproduction expenses;
- \* Postage and shipping;
- \* Contract personnel services for program functions (contract personnel services for general administrative functions should be budgeted under the Indirect cost category)
- \* Janitorial services;
- \* Exterminating services;
- \* Security services;
- \* Client incentives (prior approval by DSHS is required);
- \* Insurance and bonds;
- \* Equipment repairs or service maintenance agreements;
- \* Periodicals, pamphlets, and professional organization memberships;
- \* Advertising directly related to the program activities specified in the Program Attachment's Statement of Work;
- \* Registration fees;
- \* Patient transportation;
- \* Training costs, speakers fees and stipends.

**Public Health Emergency Preparedness  
Local Health Department Funding  
FY 2010**

County	Local Health Department	# Counties	2009 Pop Est.	Actual FY2009 Funding	FY 2010 Funding Negotiated Rate	FY 11 Increase	FY 11 Contract Amount
<b>PHR 1</b>							
Lubbock	Lubbock City Health Department	1	258,912	303,943	300,904	558	301,462
Potter/Randall	City of Amarillo Dept of Health	2	239,687	297,250	294,278	558	294,836
Terry/Yoakum/Dawson/Gaines	South Plains Public Health District	4	53,115	156,158	154,596	558	155,154
<b>Total for LHDs in PHR 1</b>							
<b>PHR 2/3</b>							
Brown	Brownwood/Brown County HD	1	39,701	82,275	81,452	558	82,010
Collin	Collin County HD	1	799,931	538,052	647,407	558	647,965
Dallas	Dallas County Health & Human Svcs	1	2,363,119	1,718,936	2,068,297	558	2,068,855
Denton	Denton County HD	1	710,453	460,296	553,806	558	554,364
Grayson	Grayson County HD	1	121,540	134,190	132,852	558	133,410
Nolan	Sweetwater/Nolan HD	1	15,789	78,583	77,797	558	78,355
Scurry	Scurry County HD	1	16,697	85,607	84,751	558	85,309
Tarrant (partial)	Tarrant County HD	1	1,706,338	1,195,308	1,438,245	558	1,438,803
Tarrant (partial)	City of Fort Worth HD			0			
Taylor	Abilene Public Health District	1	133,150	144,130	142,689	558	143,247
Wichita	Wichita Falls/Wichita County PHD	1	126,274	144,130	142,689	558	143,247
<b>Total for LHDs in PHR 2/3</b>							
<b>PHR 4/5N</b>							
Angelina/Polk/San Augustine	Angelina Co/Cities Health District	3	144,640	152,368	183,336	558	183,894
Bowie/Cass/Red River	Texarkana-Bowie Co Family Hlth Ctr	3	138,710	149,324	0		
Cherokee	Cherokee County HD	1	50,086	57,115	68,723	558	69,281
Gregg	Gregg County HD	1	118,646	63,084	75,905	558	76,463
Jasper/Newton/Sabine/Tyler	Jasper-Newton Co PHD	4	84,853	134,694	162,070	558	162,628
Smith/Henderson/Rains/Van Zandt/Wood/Anderson	Northeast Texas PHD	6	448,968	411,098	494,651	558	495,209
<b>Total for LHDs in PHR 4/5N</b>							
<b>PHR 6/5S</b>							
Brazoria	Brazoria County HD	1	301,409	210,183	252,901	558	253,459
Fort Bend	Fort Bend County HD	1	533,395	350,103	421,259	558	421,817
Galveston	Galveston County Health District	1	289,843	204,332	245,861	558	246,419
Hardin	Hardin County HD	1	52,297	49,533	55,600	558	56,158
Harris	Harris County HD	1	3,936,060	2,518,617	1,454,643	558	1,455,201
	City of Houston H & H Services			0	1,575,864	558	1,576,422
Jefferson/Chambers	Beaumont City HD	2	287,938	174,543	224,018	558	224,576
	Port Arthur City HD			64,614	63,968	558	64,526
Montgomery	Montgomery County HD	1	444,876	295,055	355,023	558	355,581
Orange	Orange County HD	1	84,802	84,872	68,057	558	68,615
<b>Total for LHDs in PHR 6/5S</b>							
<b>PHR 7</b>							
Bell	Bell County PHD	1	265,885	200,779	241,586	558	242,144
Brazos	Brazos County HD	1	168,528	133,269	160,355	558	160,913
Hays	Hays County HD	1	164,495	120,794	145,344	558	145,902
McLennan	Waco-McLennan County PHD	1	227,280	206,009	203,949	558	204,507
Milam	Milam County HD	1	26,582	51,106	50,595	558	51,153
Travis	Austin/Travis Co. H & H Svcs Dept	1	927,884	673,194	810,016	558	810,574
Williamson	Williamson Co/Cities PHD	1	391,969	261,592	314,759	558	315,317
<b>Total for LHDs in PHR 7</b>							
<b>PHR 8</b>							
Bexar	San Antonio Metro Health District	1	1,582,857	989,366	1,190,447	558	1,191,005
<b>Total for LHDs in PHR 8</b>							
<b>PHR 9/10</b>							
Ector	Ector County HD	1	130,964	104,644	125,912	558	126,470
El Paso	El Paso City/Co Hlth & Env District	1	764,639	522,997	629,292	558	629,850
Midland	Midland County HD	1	124,448	100,451	120,867	558	121,425
Tom Green	San Angelo-Tom Green Co HD	1	104,147	89,983	108,271	558	108,829
<b>Total for LHDs in PHR 9/10</b>							
<b>PHR 11</b>							
Cameron	Cameron County HD	1	410,268	279,618	336,448	558	337,006
Hidalgo	Hidalgo County HD	1	774,032	504,053	606,498	558	607,056
Live Oak	Live Oak County HD	1	12,405	28,022	0		
Nueces	Corpus Christi-Nueces Co PHD	1	325,199	229,188	275,769	558	276,327
San Patricio	San Patricio	1	72,671	66,635	80,178	558	80,736

**Public Health Emergency Preparedness  
Local Health Department Funding  
FY 2010**

Webb, Duval, Jim Hogg, Zapata	City of Laredo HD	4	292,876	264,059	317,727	558	318,285
Total for LHDs in PHR 11							
SUBTOTAL LHD		65	20,268,358	15,064,152	17,539,651	25,110	17,564,765

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### 1) Criteria for Matching Contributions:

- a. An allowable charge(s) for costs according to applicable Federal cost principles.
- b. Necessary and reasonable for the efficient accomplishment of project or program objectives.
- c. Verifiable within the contractor's (or subcontractor's) records.
- d. Be included in the approved budget.
- e. Not be counted as contributions toward any other federally-assisted project or program (match can count only once).
- f. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match.
- g. Conform to other provisions of governing circulars/statutes/regulations as applicable for the contract.

### 2) Cash Match

*Definition: Cash match is defined as an expenditure of cash by the contractor on allowable costs of the DSHS Program Attachment that are borne by the contractor.*

- a. Cost reported must be supported by expenditures incurred during the contract term.
- b. Resources used as match must support activities that are included in the contract's scope of work and/or approved program.
- c. Expenditures or contributions may be reported as fulfilling a match requirement only once.
- d. Indirect costs not reimbursed by DSHS may be included as part of match requirements only with the prior approval of DSHS.
- e. These costs should be recorded in the same cost center as costs that are reimbursed by DSHS and reported on the quarterly Cash Financial Status Report.

### 3) In Kind Match

*Definition: In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that benefit a DSHS Program Attachment project and that are contributed by non-Federal third parties without charge to the contractor.*

- a. The contribution must be necessary to accomplish the scope of work as described in the contract.
- b. The contribution must meet the same requirements as allowable costs claimed for reimbursement under the DSHS Program Attachment.
- c. The contribution must be adequately documented. Documentation should include:
  - i. A description of the goods or services contributed.
  - ii. The purpose of the goods or services as related to contract performance.
  - iii. The basis for determining value and supporting calculations and the documentation.
  - iv. Time sheets for volunteer personnel services.
  - v. Any additional documentation necessary to authenticate the transaction.
- d. The value of in-kind contributions must be recorded in the contractor's general ledger under a unique set of accounts (i.e., a separate and distinct cost center) and reported to DSHS under the appropriate cost category on the Financial Status Report (FSR) Financial Status Report (FSR).
- e. Examples of In-Kind Match.
  - i. Speakers or other professional services (whose services were volunteered).
  - ii. Volunteer workers.
  - iii. Mileage for volunteer workers.
  - iv. Donation of Goods and Equipment.
  - v. Building and/or Office Space (where the lease or rent is provided for free).



# DSHS Sub Recipient Categorical Budget

Column (2), DSHS Funds Requested will automatically adjust for any amounts entered into columns 3 through 6. It assumes DSHS is providing the funding if no other funding is identified.

## FORM E: BUDGET SUMMARY

Enter the amount by category for the Match budget in the appropriate column. In this example, Local Funds (5) are budgeted for Personnel, Fringe and Equipment to meet the 10% Match requirement.

ABC County Health and Human Services

	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
<b>Percentage of Funding</b>	100%	90%	0%	0%	10%	0%
A. Personnel	\$ 5,810.00	\$ -			\$ 5,810.00	
B. Fringe Benefits	\$ 1,446.00	\$ -			\$ 1,446.00	
C. Travel	\$ -	\$ -				
D. Equipment	\$ 73,000.00	\$ 72,230.00			\$ 770.00	
E. Supplies	\$ -	\$ -				
F. Contractual	\$ -	\$ -				
G. Other	\$ -	\$ -				
H. Total Direct Costs	\$ 80,256.00	\$ 72,230.00	\$ -	\$ -	\$ 8,026.00	\$ -
I. Indirect Costs	\$ -	\$ -				
J. Total (Sum of H and I)	\$ 80,256.00	\$ 72,230.00	\$ -	\$ -	\$ 8,026.00	\$ -
K. Program Income - Projected Earnings						

### Budget Procedures:

- 1) Enter Match detail directly in the budget as a line item in the appropriate category (i.e. Personnel, Supplies, Other, etcetera).
- 2) Identify the Match detail:
  - a. Highlight the Match detail in light green.
  - b. Enter "Match" as the first word in the justification column.
- 3) Enter the Match amount for each category in which Match is budgeted on the Budget Summary page (see the example above).

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Call for a public hearing on June 29, 2010 to establish traffic regulations on Onion Creek Ranch Road.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
-------------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: n/a**

**LINE ITEM NUMBER OF FUNDS REQUIRED: n/a**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

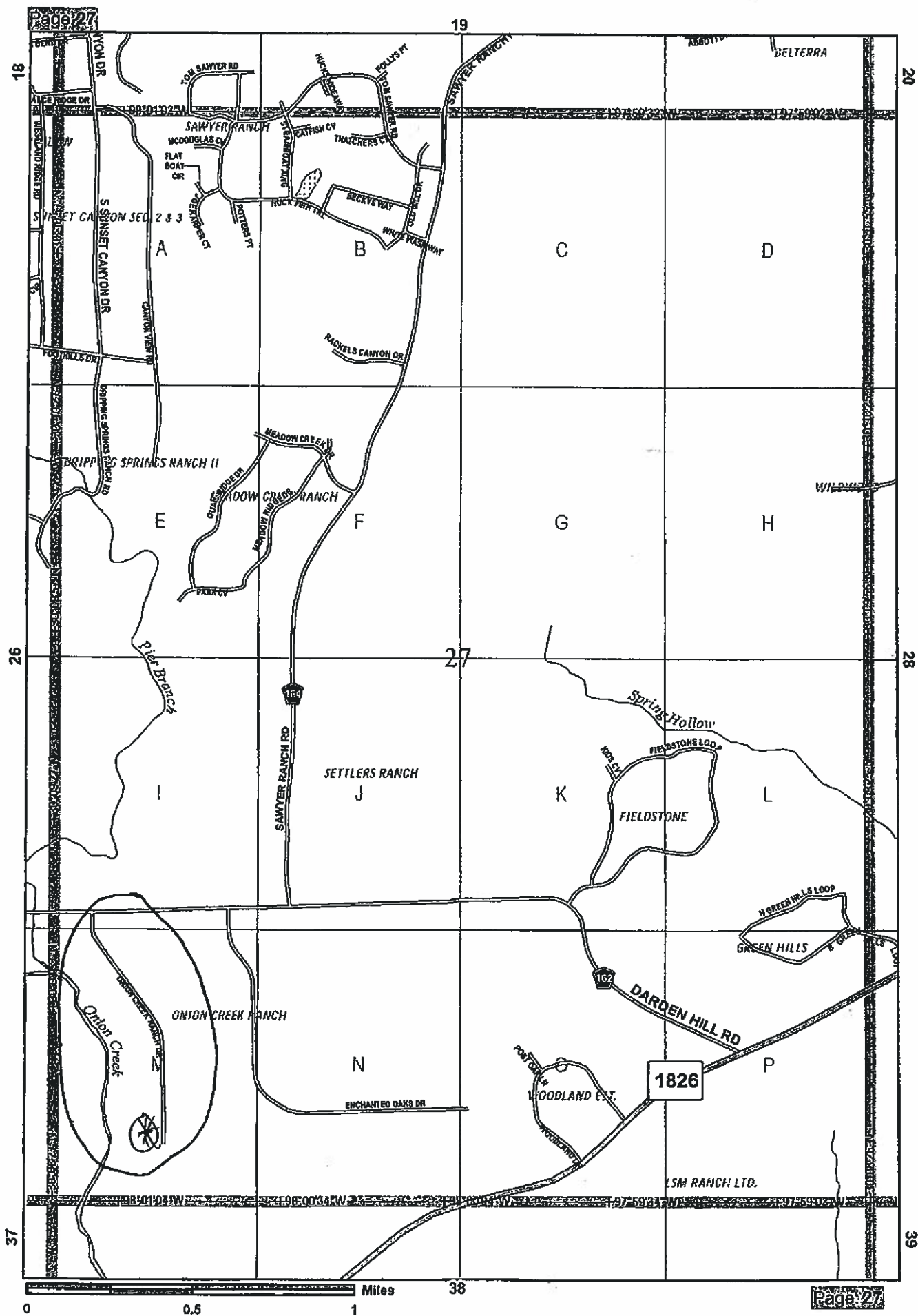
**To establish: a "No Parking" zone at the dead-end, cul-du-sac portion of the road.**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

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Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Call for a public hearing on June 29, 2010 to establish traffic regulations in Heritage Oaks subdivision.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
-------------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: n/a**

**LINE ITEM NUMBER OF FUNDS REQUIRED: n/a**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

To establish: a "No Parking" zone on Heritage Oaks Drive on the east side of the road just north of the intersection with SH 290.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Call for a public hearing on June 29, 2010 to establish traffic regulations in Deer Creek subdivision.

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
-------------------------------	--------------------	-------------	-----------------------------

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Ford

**SUMMARY:**

To establish: a stop sign on Green Oak Drive at Deer Creek Circle.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

**9:00 a.m. Every Tuesday**

**Request forms are due in the County Judge's Office**

**no later than 2:00 p.m. on WEDNESDAY.**

**Phone (512) 393-2205 Fax (512) 393-2282**

**AGENDA ITEM: Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Rim Rock subdivision, Phase 2, Section 2.**

<b>TYPE OF AGENDA ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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<b>PREFERRED MEETING DATE REQUESTED: June 15, 2010</b>
--

<b>AMOUNT REQUIRED:</b>
-------------------------

<b>LINE ITEM NUMBER OF FUNDS REQUIRED:</b>
--

<b>REQUESTED BY: Jerry Borcharding</b>
--

<b>SPONSORED BY: Commissioner Ford</b>
--

<b>SUMMARY: The maintenance bond for Belterra subdivision, Phase 2, Section 2 expired May 27, 2010. The Road Department has inspected and recommends its acceptance for maintenance.</b>
--

<b>STAFF REVIEW/COMMENTS</b>
------------------------------

<b>ENVIRONMENTAL HEALTH DIRECTOR:</b>
---------------------------------------

<b>ROAD DIRECTOR:</b>
-----------------------

<b>STAFF RECOMMENDATIONS:</b>
-------------------------------



**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

6/09/10

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Rim Rock Phase 2 Section 2

Dear Commissioners and Judge:

John Lloyd, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Rim Rock 2-2. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Kenneth W. Martin, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

A handwritten signature in cursive script that reads "Jerry Borcharding".

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department

## ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Rim Rock Phase Two Section Two Paving, Drainage, and Water Improvements

Owner/Developer's Name and Address

LSM Ranch, Ltd.  
c/o John S. Lloyd, Manager  
4111 Lake Place Lane  
Austin, Texas 78746

Consultant Engineer's Name and Address

Kenneth W. Martin, P.E.  
Murfee Engineering Company, Inc.  
1101 Capital of Texas Highway South  
Building D, Suite 110  
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, visually reviewed the progress of the aforementioned project on April 9, 2008 and during construction prior to that. With the exception of re-vegetation of the rights-of-way and easements, the construction appeared to be complete. No discrepancy or deviation from the approved construction plans exists which may materially affect the usefulness of the work for the purpose and life intended for the project by design. I, therefore, recommend acceptance of this project by the City of Dripping Springs, Hays County, LCRA and Greenhawe WCID #2.



Signature

Kenneth W. Martin

Date

65971

Texas Registration Number



RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT  
P.O. BOX 906 512/393-7385 EXT 29  
San Marcos, TX 78667 CELL:512/738-2555  
<http://co.hays.tx.us> FAX: 512/393-7391

## INSPECTION REPORT

LOCATION:	<u>Rlm Rock 2-2</u>	DATE:	<u>3/25/2010</u>
OWNER:	<u>John Lloyd</u>	WEATHER:	<u>                    </u>
CONTRACTOR:	<u>Cash Construction</u>	TIME:	<u>                    </u>
INSPECTOR:	<u>Todd Spencer</u>		

### SITE OBSERVATIONS:

[?]

### PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE

1. Positive drainage
2. Seal all cracks in roadway
3. Seal all cracks in curb
4. Environmental punchlist to be complete
5. Kill vegetation and grub between curb and asphalt

Todd Spencer, Construction Inspector

3/25/2010

Date

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Rim Rock subdivision, Phase 3, Section 2.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Ford

**SUMMARY:** The maintenance bond for Rim Rock subdivision, Phase 3, Section 2 expired May 27, 2010. The Road Department has inspected and recommends its acceptance for maintenance.

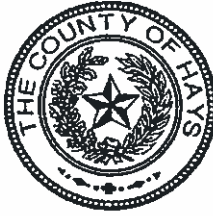
**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**





**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

6/09/10

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Rim Rock Phase 3 Section 2

Dear Commissioners and Judge:

John Lloyd, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Rim Rock 3-2. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Kenneth W. Martin, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department

**ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE****PROJECT:** Rim Rock Phase Three Section Two Paving, Drainage, and Water improvementsOwner/Developer's Name and Address

LSM Ranch, Ltd.  
c/o John S. Lloyd, Manager  
4111 Lake Place Lane  
Austin, Texas 78746

Consultant Engineer's Name and Address

Kenneth W. Martin, P.E.  
Murfee Engineering Company, Inc.  
1101 Capital of Texas Highway South  
Building D, Suite 110  
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, visually reviewed the progress of the aforementioned project on May 14, 2007 and during construction prior to that. With the exception of re-vegetation of the rights-of-way and easements and the removal of sedimentation controls, the construction appeared to be complete. It is my understanding that the erosion controls have now been removed. No discrepancy or deviation from the approved construction plans exists which may materially affect the usefulness of the work for purpose and life intended for the project by design. I, therefore, recommend acceptance of this project by City of Dripping Springs and Hays County.



Signature

*Kenneth W. Martin*

Date

*5/17/07*65971

Texas Registration Number

F:\Martin\Projects\Lloyd\Rim Rock\Rim Rock 3-2\Construction\Engr Concurrence Ltr 05-17-07.doc

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL: 512/738-2555

<http://co.hays.tx.us>

FAX: 512/393-7391

**INSPECTION REPORT**

LOCATION:	Rim Rock 3-2	DATE:	3/25/2010
OWNER:	John Lloyd	WEATHER:	
CONTRACTOR:	Cash Construction	TIME:	
INSPECTOR:	Todd Spencer		

**SITE OBSERVATIONS:****PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE**

1. Positive drainage
2. Seal all cracks in roadway
3. Remove all rocks 6" and larger from right of way
4. Seal all cracks in curb
5. Dress behind curb
6. Environmental punchlist to be complete

Todd Spencer, Construction Inspector

3/25/2010

Date

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:**

**10-7-4 Re-subdivision of Lot 63, Rolling Oaks Subdivision, Section 3. (4 Lots) Discussion and possible action to consider approval of Final Plat.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

**SUMMARY:**

The Rolling Oaks Subdivision is a recorded subdivision located off of F.M. 3237 in Precinct 4. Section 3 was originally divided in 1969 and at that time there were 65 lots in the section. Today there are 127 taxable parcels on the CAD records. Lot 63 is 10.18 acres as platted but has been divided, and sold to the children of the original owner. The property owners were informed a plat is required when they approached the department for an OSSF permit on the proposed "lot 63-b" The proposed configuration will divide the lot into 4 parcels as follows: 63-A (2 acres), 63-B (2.00 acres), 63-C (3.609 acres), 63-D (3.019 acres). All lots will be served by OSSFs and individual water wells.

## 68



A SUBDIVISION IN HAYS COUNTY, TEXAS  
VOLUME 1, PAGES 84-82, HAYS COUNTY PLAT RECORDS

**PRELIMINARY**  
**THIS DOCUMENT SHALL NOT**  
**BE RECORDED FOR ANY PURPOSE**



## Driftwood Surveying

1-800-368-7272 FAX (912) 843-7372

Page 2 of 2

04/04/00 04/04/00

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a Project Grant Agreement with the Texas Department of Transportation for Section 5310 funding in the amount of \$74,640.00 for the Hays County Veterans Affairs Office.

**CHECK ONE:**    ☐ CONSENT    ☒ ACTION    ☐ EXECUTIVE SESSION  
                    ☐ WORKSHOP    ☐ PROCLAMATION    ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** \$1,875.00 – 20% match for maintenance funds

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-720-00.5413 – to be budgeted

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley

#### **SUMMARY:**

On August 18, 2009 the Commissioners Court authorized submission of a grant application to the Texas Department of Transportation (TxDOT), Section 5310 Program for funding to address transportation needs for the Hays County Veterans Affairs Office. The grant has been awarded, with \$67,170 allocated currently for the purchase of a vehicle, and \$7,500 in funding made available for maintenance of the vehicles currently owned and to be purchased with TxDOT grant funds for the VA Office. TxDOT waived the matching funds for the vehicle purchase, but the County must provide a \$1,875.00 match for the maintenance funding, or 20% of the total maintenance budget of \$9,375.00.

While the funding was awarded for the purchase of a replacement bus as per the initial grant application, discussions with TxDOT personnel indicate that there may be some flexibility in applying the grant to transportation needs within the VA Program. Any changes to the original proposal would need to be addressed through a contract amendment.

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a Project Grant Agreement with the Texas Department of Transportation for Section 5310 funding in the amount of \$74,640.00 for the Hays County Veterans Affairs Office.

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

## COUNTY AUDITOR

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$1,875.00 – 20% match for maintenance funds

**LINE ITEM NUMBER:** 001-720-00.5413 – to be budgeted

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** May need additional funding for the county match which will require a budget amendment.

**Bill Herzog**

## SPECIAL COUNSEL

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## COMMISSIONERS' COURT

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## COUNTY JUDGE

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

SUBRECIPIENT: Hays County VA  
STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5310) GRANT AGREEMENT – FEDERAL  
CFDA #: 20.513  
PROJECT GRANT AGREEMENT #: ED 1007 (14)  
CONTRACT #: 51014F7243  
MASTER GRANT AGREEMENT # 517XXF7109

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**STATE/LOCAL PUBLIC TRANSPORTATION  
FISCAL YEAR 2010  
PROJECT GRANT AGREEMENT**

**THIS PROJECT GRANT AGREEMENT (PGA)** is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and **Hays County VA**, hereinafter called the "Subrecipient."

**W I T N E S S E T H**

**WHEREAS**, 49 U.S.C. Section 5310, authorizes the U.S. Secretary of Transportation to make grants to state governments to help them provide mass transportation service planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities; and,

**WHEREAS**, Transportation Code, Chapter 455, authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code, Chapter 456; and,

**WHEREAS**, the Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Section 5310 grant program; and

**WHEREAS**, the Subrecipient executed a Fiscal Year 10 Grant Application, Part I (GA Part I) and Grant Application, Part II (GA Part II) for consideration for new state and/or federal grants; and,

**WHEREAS**, the Subrecipient submitted a GA Part I for federal financial assistance to be used to provide transportation services to elderly individuals and individuals with disabilities, and the Texas Transportation Commission approved the application by Minute Order Number **112145**; and,

**WHEREAS**, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA; and,

**WHEREAS**, the U.S. Secretary of Transportation approved the State's request.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, the State and the Subrecipient hereto agree as follows:



## **A G R E E M E N T**

### **ARTICLE 1. GRANT TIME PERIOD**

This PGA becomes effective when fully executed by both parties or on **4/1/2010**, whichever is later. This PGA shall remain in effect until **8/31/2011**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part I and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

### **ARTICLE 2. PROJECT DESCRIPTION**

The Subrecipient shall commence, carry out and complete the public transportation project described in the GA Part I and/or the attached Attachment A - Approved Project Description and Project Budget (Attachment A), with all practicable dispatch, in a sound, economical and efficient manner.

The Subrecipient shall carryout the public transportation project described in the GA Part I and the Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line item(s) referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

### **ARTICLE 3. COMPENSATION**

The maximum amount payable under this PGA without modification is **\$74,670** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B - Master Budget Page.

The original and one copy of the invoice is to be submitted to the following address:

**Vanessa Owens, Public Transportation Coordinator**  
**Texas Department of Transportation**  
**125 E. 11th**  
**Austin, Texas 78701-2483**

### **ARTICLE 4. AMENDMENTS**

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in Article 1, Grant Period.

**ARTICLE 5. SUCCESSORS AND ASSIGNS**

The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

**ARTICLE 6. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 7. PRIOR AGREEMENTS**

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

**ARTICLE 8. INCORPORATION OF PROVISIONS.**

Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

**ARTICLE 9. SIGNATORY WARRANTY**

The undersigned signatory for the Subrecipient hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this agreement and that he or she has full and complete authority to enter into this agreement on behalf of the organization.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS	Hays County VA
<p>Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.</p>	
<p><b>By:</b> _____  Vanessa Owens  Public Transportation Coordinator</p>	<p><b>By:</b> _____  Signature of Authorized Officer</p>
<p><b>Title:</b> _____</p>	<p>_____  Typed, Printed or Stamped Name</p>
<p><b>Date:</b> _____</p>	<p><b>Title:</b> _____</p>
	<p><b>Date:</b> _____</p>

**List of Attachments**

- A - Approved Project Description and Project Budget
- B - Master Budget Page



## ATTACHMENT A

### APPROVED PROJECT DESCRIPTION AND PROJECT BUDGET

The application for State and Federal assistance, as submitted to the State, is hereby incorporated into this agreement as the project description.

**Subrecipient: Hays County VA**

**Project Grant Agreement # ED 1007 (14)**

**Contract#: 51014F7243**

ALI Code	No. Units	Total	Federal	Local Match	TDC
Capital 11.7A.00	1	9,375	7,500	1,875	
11.12.04	1	67,170	67,170		11,418
Total		76,545	74,670	1,875	11,418

**[Insert or Describe a Narrative Project Description]:**

**ATTACHMENT B**  
**MASTER BUDGET PAGE**  
**[Insert Electronic Budget Page]**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to authorize reimbursement from bond proceeds to the General Fund for expenses incurred for the Government Center prior to the issuance of the debt.

**CHECK ONE:**      ☒ **CONSENT**      ☒ **X ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** See attached schedule

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Herzog

**SPONSORED BY:** Sumter

**SUMMARY:** I have attached a schedule of all expenses paid on behalf of our new Government Center prior to the issuance of the debt for the building. I recommend that the Court approve the reimbursement of these expenses from the bond proceeds.

Government Center - PTD Expenses  
 Estimated Budget  
 PTD Expenses  
 Contract Balances

71,400,000  
 5,501,516  
 614,795  
 65,283,689

updated: 5/19/10

Vendor	Contract Amt	Invoice #	Amount	Contract Bal	Invoice Date	Check #	System	GL Expense Acct	Journal Entry
<b>Land Swap</b>									
Independence Title-closing cost-land			1,800,000 *		10/19/2009	Wire	TSG	001-645-00.5741	
			217,800.00				NWS		
<b>Balfour Beatty Construction</b>									
	2,719,800	0920567-SMA	217,800.00						
		Sub-total	217,800.00						
		123009-01	583,960.00		12/30/2009	210452	NWS	001.1300_005 005-850-94-489.5611	
		22810-02	453,300.00		2/28/2010	212262	NWS	001.1300_005 005-850-94-489.5611	
		33110-03	453,300.00		3/31/2010	213527	NWS	001.1300_005 005-850-94-489.5611	
		43010-04	614,620.00		4/30/2010		NWS	005-850-94-489.5611	
		Sub-total	2,105,180.00	614,620					
<b>Broadus &amp; Associates</b>									
		1290101	60,849.55		4/30/2009	200932	TSG	01-414-5741	
		1290102	75,210.51		5/31/2009	201182	TSG	01-414-5741	
		1290103	59,174.56		6/30/2009	203769	TSG	01-414-5741	
		1290104	58,500.74		7/31/2009	203769	TSG	01-414-5741	
		1290105	65,935.30		8/31/2009	204194	TSG	01-414-5741	
		1290106	72,356.55		9/30/2009	205621	TSG	01-414-5741	
		1290107	61,356.81		10/31/2009	208035	NWS	001-645-00.5741	
		1290108	44,671.59		11/30/2009	208583	NWS	001-645-00.5741	
		1290109	40,529.95		12/31/2009	210479	NWS	001-645-00.5741	
		1290110	40,357.85		1/31/2010	211375	NWS	001-645-00.5741	
		1290111	51,410.46		2/28/2010	212269	NWS	001-645-00.5741	
		Sub-total	630,353.87						
<b>Bury Partners</b>									
	15,760	1006429	6,321.90		1/10/2010	209407	NWS	001-645-00.5741	
		1006548	5,109.90		2/10/2010	212001	NWS	001.1300_005 005-850-94-489.5611	
		1006655	4,045.43		2/26/2010	212711	NWS	001.1300_005 005-850-94-489.5611	
		1006924	107.33		4/30/2010		NWS	005-850-94-489.5611	
		Sub-total	15,584.56	175.44					
<b>City of San Marcos (permit fee)</b>									
			360.00		1/7/2010	209209	NWS	001-645-00.5741	
<b>Concept Development &amp; Planning (groundbreaking)</b>									
		1766	8,729.16		5/6/2010		NWS	005-850-94-489.5391	
<b>McCoy Building Supply (stakes for groundbreaking)</b>									
		7080444	2.30		5/11/2010	213947	NWS	005-850-94-489.5391	
<b>PBS&amp;J</b>									
		1005353	5,900.00		4/29/2008	186335	TSG	01-414-5741	
		1007392	91,766.77		5/16/2008	186541	TSG	01-414-5741	
		1009731	40,181.02		6/11/2008	188203	TSG	01-414-5741	
		1014322	23,266.00		7/22/2008	190260	TSG	01-414-5741	
		1017152	159,376.21		8/20/2008	190900	TSG	01-414-5741	
		1023798	332,384.37		10/22/2008	192692	TSG	01-414-5741	
		1026007	327,039.59		11/18/2008	193643	TSG	01-414-5741	
		1029163	27,202.15		12/16/2008	194741	TSG	01-414-5741	
		1001018	102,404.46		1/14/2009	195391	TSG	01-414-5741	
		1034240	137,413.28		2/11/2009	196806	TSG	01-414-5741	
		1037448	959,913.44		3/16/2009	197916	TSG	01-414-5741	
		1040065	208,614.92		4/9/2009	198604	TSG	01-414-5741	
		1043254	30,463.68		5/13/2009	200218	TSG	01-414-5741	
		Sub-total	2,445,925.89						
<b>Professional Service Industries</b>									
		598790	24,745.00		12/23/2008	196816	TSG	01-414-5741	
		604505	17,225.00		1/31/2009	196568	TSG	01-414-5741	
		608766	3,780.00		2/28/2009	197635	TSG	01-414-5741	
		BR00023539	18,540.00		12/31/2009	212140	NWS	001.1300_005 005-850-94-489.5611	
		BR00026709	13,290.00		1/31/2010	212140	NWS	001.1300_005 005-850-94-489.5611	
		Sub-total	77,580.00						
<b>TOTAL EXPENSE</b>			5,501,515.78						

\*total excludes land value

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA:** Discussion and possible action to authorize the employment of a temporary employee as a deputy constable in Precinct 5 while an existing deputy constable is on extended leave.

**TYPE OF ITEM:** CONSENT-**ACTION**-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** \$13,009.86

**LINE ITEM NUMBER OF FUNDS REQUIRED:** Unspent funds budgeted for county-wide salary adjustments (to be paid if the economy had improved).

**REQUESTED BY:** Constable Mancillas

**SPONSORED BY:** Commissioner Pct. 2, Jeff Barton

**SUMMARY:** One of the deputy constables in Pct. 5 has suffered a serious health setback that makes it impossible for him to work at the moment. Recovery time is uncertain but is likely to take a number of weeks or even months. After conferring with Human Resources, Constable Mancillas is proposing to hire Reserve Deputy Jason Payne as a temporary Deputy Constable at the minimum pay rate for deputy constables -- \$19.61 an hour. Mr. Payne has agreed to fill in during this absence as a temporary employee without full benefits. Mr. Payne is a certified peace officer and can begin immediately.

The employee who is taking leave has enough sick time and vacation accrued to be paid through the summer and into the fall. Thus, HR and Constable Mancillas are proposing that we plan (and budget) under the assumption that we will need a temporary deputy constable through the end of this fiscal year. I support Contable Mancillas' proposal.



# *Agenda Item Routing Form*

DESCRIPTION OF Item: Authorize the employment of a temporary employee as a deputy constable in Precinct 5 while an existing deputy constable is on extended leave.

PREFERRED MEETING DATE REQUESTED: June 15, 2010

## COUNTY AUDITOR

**Typically Requires 1 Business Day Review**

AMOUNT: \$13,009.86

LINE ITEM NUMBER: Countywide salaries for temp help?

COUNTY PURCHASING GUIDELINES FOLLOWED:N/A

PAYMENT TERMS ACCEPTABLE:N/A

COMMENTS:

Bill Herzog

## SPECIAL COUNSEL

**Typically Requires 9 Business Day Review**

CONTRACT TERMS ACCEPTABLE: \_\_\_\_\_

COMMENTS:

## COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: \_\_\_\_\_

## COUNTY JUDGE

*Signature Required if Approved*

DATE CONTRACT SIGNED: \_\_\_\_\_



## ***Agenda Item Request Form***

### **Hays County Commissioners' Court**

**9:00 a.m. Every Tuesday**

**Request forms are due in the County Judge's Office**

**no later than 2:00 p.m. on WEDNESDAY.**

**Phone (512) 393-2205 Fax (512) 393-2282**

**AGENDA ITEM: Discussion and possible action to purchase a LTI 20-20 Ultralyte LRB (Laser Radar Gun) for beneficial use in northwest Hays County by Dept of Public Safety troopers and by HCSO traffic deputies assigned to Pct. 4 area.**

**TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: \$2,695.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**\$1,347.50 from 001-604-00.5353; Pct 4 Community Program Expense**

**\$1347.50 from 001-645-00.5399; Countywide (contingencies)**

**REQUESTED BY:**

**SPONSORED BY: Ford**

**SUMMARY:** The purchase of this traffic enforcement equipment is requested and recommended by both the DPS troopers assigned to NW Hays County and HCSO deputies with whom we've spoken. Currently there are two Lasar Radar Guns of this type and model available to HCSO for traffic enforcement across the county. DPS troopers assigned to NW Hays County do not have access to a Laser Radar Gun and speak of its accuracy, flexibility, dependability and need. It has been suggested that this tool will pay for itself in 2-3 months. The purchase of this item will allow DPS troopers and HCSO deputies to increase traffic enforcement effectiveness in NW Hays County. This equipment will remain the property of Hays County for use by both DPS troopers and HCSO traffic control deputies working in NW Hays County.

Quotation and hardware specifications attached.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Purchase a LTI 20-20 Ultralyte LRB (Laser Radar Gun) for beneficial use in northwest Hays County by Dept of Public Safety troopers and by HCSO traffic deputies assigned to Pct. 4 area.

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$2,695.00

**LINE ITEM NUMBER:** \$1,347.50 from 001-604-00.5353; Pct 4 Community Program Expense  
\$1347.50 from 001-645-00.5399; Countywide (contingencies)

**COUNTY PURCHASING GUIDELINES FOLLOWED:**N/A

**PAYMENT TERMS ACCEPTABLE:**N/A

**COMMENTS:**

Bill Herzog

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:**\_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:**\_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:**\_\_\_\_\_



## UltraLyte LR B

# Speed Enforcement

### Hardware Specifications:

<b>Weight:</b>	3.5 lbs (1.59 kg)
<b>Size:</b>	8.25 x 2.75 x 11 in. (21 x 7 x 28 cm)
<b>Construction:</b>	All-aluminum extruded housing
<b>Power Supply:</b>	(2) C batteries Up to 25 hours of continuous use
<b>Acquisition Time:</b>	Speed Mode: 0.3 sec. Survey Mode: 0.4 sec.
<b>Speed Accuracy:</b>	+/- 1 mph (+/- 2 kph)
<b>Speed Range:</b>	+/- 200 mph (+/- 320 kph)
<b>Range Accuracy:</b>	Speed Mode: +/- 6 in. (15 cm) Survey Mode: +/- 2 in. (5 cm); typical +/- 6 in. (15 cm); max
<b>Target Range:</b>	<b>Minimum -</b> Speed Mode: 50 ft. (15 m) Survey Mode: 0 ft. (0 m) <b>Maximum -</b> 3,280 ft. (1 km) 0.01 ft. (0.01 m) -22 to 140 F (-30 to 60 C)
<b>Range Resolution:</b>	RS232 Serial
<b>Temperature Range:</b>	FDA Class I (CFR 21)
<b>Data Output:</b>	IP 67 and NEMA 6
<b>Eye Safety:</b>	
<b>Environment:</b>	

### Basic Package Includes:

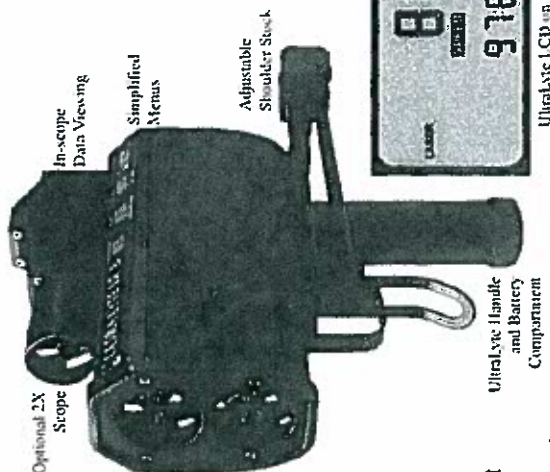
- UltraLyte LR B laser
- (2) C batteries
- Certification card
- Operator's manual
- Shoulder stock
- Sighting scope with polarizing filter
- Padded carrying case

### Optional Accessories:

- 2 X Magnified sighting scope
- SpeedStat software - to collect, record and report speed statistics for spot surveys
- Battery eliminator (connects to cigarette lighter outlet)
- Rechargeable batteries with charger

### Key Features:

- Simplified menus and options for ease of use
- One-button weather filter (shoot through rain & snow)
- Defaults into continuous mode for rapid measurement updates
- Ideal for just speed enforcement applications



Laser Technology, Inc. Corporate Headquarters: 7070 S. Tucson Way, Centennial, CO 80112 USA

Phone: 800.280.6113 or 1.303.649.1000 | Fax: 1.303.649.9710 | E-mail: [info@lasertech.com](mailto:info@lasertech.com) | Web: [www.lasertech.com](http://www.lasertech.com)



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA:** Discussion and possible action to allow the Hays County 4H Horse Project to use the Civic Center one weekend in July and one weekend in August.

**TYPE OF ITEM:** CONSENT-**ACTION**-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** No direct funds required.

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Hays County 4H Horse Project.

**SPONSORED BY:** Commissioner Pct. 2, Jeff Barton

**SUMMARY:** The 4H would like to use the Civic Center two dates this summer, tentatively identified as July 17 and August 7. The 4H's Horse Project would use these dates to sponsor the Hays County 4H ~~open Horse Show~~. Proceeds of the show would benefit the organization's scholarship fund. As members of the Court know, the Horse Project provides opportunity for youth from throughout the county. Our civic center director confirms that much of July and August are open. I have asked the Horse Project to volunteer some labor to help with cleanup up on the entry road and/or grounds in return for the use and they have indicated willingness to do so. Mr. Nelson has no objection to their use of the center but notes that to allow the use without charging a full fee of \$600 per day requires Court action. Fostering the 4H is one of the original purposes of the Civic Center, and the Horse Project has not used several dates during the winter and summer that were traditionally allotted to them. While acknowledging the help provided by the county in other areas, they would like to "substitute" these dates, thus allowing them to expand their shows and take advantage of a legacy "show package" provided by the Hays County Mounted Patrol when it disbanded.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute a Professional Services Agreement with Anchondo Research Management & Strategies (ARMS) for assistance with community outreach and education meetings with the residents of the Hillside Terrace Subdivision.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: not to exceed \$5,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: BARTON**

**SPONSORED BY: BARTON**

**SUMMARY:** Primary tasks proposed to successfully complete the requested community outreach and education include: (1) meeting with Hays County staff and Langford Community Management Services, (2) identifying and securing meeting locations, (3) developing and distributing meeting announcements (English and Spanish), (4) answering residents' request for more information, (5) assisting in determining meeting agendas, (6) coordinating meeting presentations, (7) preparing/arranging meeting sites, (8) assisting in conducting meetings, (9) handling post-meeting protocol and (10) writing meeting summaries.



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Authorize the County Judge to execute a Professional Services Agreement with Anchondo Research Management & Strategies (ARMS) for assistance with community outreach and education meetings with the residents of the Hillside Terrace Subdivision.

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$5,000.00

**LINE ITEM NUMBER:** TBD

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Unknown

**PAYMENT TERMS ACCEPTABLE:** Unknown

**COMMENTS:** Court will need to determine where the funding is for this contract.

Bill Herzog

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action authorize the Park and Open Space Committee and the Parks Department staff to develop an RFQ to re-write and evaluate Hays County's Parks and Open Space Plan.

**CHECK ONE:**            ☐ **CONSENT**    ☒ **ACTION**    ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**            ☐ **PROCLAMATION**            ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Hauff/North

**SPONSORED BY:** Will Conley/Jeff Barton

**SUMMARY:**

It has been 10 years since the Parks and Open Space Master Plan was developed. It is time to revisit the plan and make appropriate updates. We would like to make the suggestion that the Park Committee and Park Department staff develop an RFQ and later review the RFQ's and bring the top two or three to the Commissioners' Court for approval.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and Possible action to consider approval of 1.) Bid Alternates and 2.) a Cost Savings Incentive Plan with Balfour Beatty for the Hays County Government Center

**CHECK ONE:**      ☐ CONSENT      ☒ ACTION      ☐ EXECUTIVE SESSION  
                         ☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** none, all within the total project cost

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Ingalsbe

**SPONSORED BY:** Ingalsbe

#### **SUMMARY:**

The committee is recommending that we move forward with the design on alternates C-F and although the committee could have approved these alternates without coming to court, since they are less than \$50,000, we agreed the court should review the alternates one more time before moving ahead.

If we feel strongly about all or some of the alternates, we certainly could approve going forward with bidding and construction costs after design has been completed.

Alternate C, the Webcam, was approved by Commissioner's Court on April 13, 2010 within the Total Budget Cost, but the funds have been held back until we were able to come before court with all the alternates.

The Cost Savings Incentive Plan would be a split between Hays County and Balfour Beatty on any savings in the General Conditions and the Design/Build Contingencies. We are recommending a 75% - 25% split on General Conditions (\$4,401,780) and an 85% - 15% split on Design/Build Contingencies (\$2,181,059). We hope that this will encourage additional prudent cost savings.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM: Discussion and Possible action to authorize Broaddus and Associates and/or Hays County Purchasing to solicit Request for Qualification for commissioning services for the Hays County Government Center.**

**CHECK ONE:**      ☐ **CONSENT**      ☒ **ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: June 15, 2010**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY:**

**Commissioning Services generally includes, but is not limited to, providing commissioning services for the following systems: mechanical, electrical, HVAC (including supply air and exhaust air), environmental control and testing, adjusting and balancing services. All services are to be performed by persons licensed and registered under state laws governing their particular area of expertise.**



**HAYS COUNTY GOVERNMENT CENTER ALTERNATE SUMMARY  
SHEET**

**9-Jun-10**

BALFOUR BEATTY BASE GMP per CO 1-\$51,790,329.00

Recommendation	Item	ALTERNATE	DESIGN FEE	CONSTRUCTION ESTIMATE ROM*	TOTAL	COMMENTS	RECAP
Defer Decision for clarification of scope	A	FFE Design/Bid Documentation by HDR	\$ 170,190.00	see Comment		HDR Most Qualified (cost in TPC FF&E Budget)	
Defer Decision for other alternatives	B	Signage Design/Bid Documentation	\$ 104,940.00	see Comment		(cost in TPC FF&E Budget)	
Proceed with Implementation	C	Project Webcam	\$ 20,000.00	see Comment		Approved by Commissioners Court 4/13 (Cost in TPC Budget)	\$ 20,000.00
Proceed with Design/Bidding	D	Salleyport Canopy over parking area	\$ 15,729.00	\$ 108,302.00	\$ 124,031.00	Structural/Architectural/Fire Protection, Electrical	\$ 15,729.00
Proceed with Design/Bidding	E	Empty Conduits for Solar Feeds	\$ 1,627.20	\$ 17,204.00	\$ 18,831.20	Roof penetrations down to IDF or Power Rooms	\$ 1,627.20
Proceed with Design/Bidding	F	Stormwater Collection/Detention System	\$ 13,560.00	\$ 285,360.00	\$ 298,920.00	Underground tank with controls/float/pump to irrigation	\$ 13,560.00
Decline	G	LEED Certification	\$ 307,269.60	\$ 4,264,251.00	\$ 4,571,520.60		
Decline	H	Civil & Utility Street extension, Day Care Facility, Document Storage Facility	\$ 543,746.96	\$ 7,830,488.00	\$ 8,374,234.96		
* ROM-Rough Order of Magnitude, to be bid after design						Master Plan' expansion options	
Color Legend						Total Design Commitment	\$ 50,916.20
Yellow	Deferred Decision-to be brought back to Court for further review/possible Action					6/8/10 Electrical Deducts: (\$43,938.00)	\$ (43,938.00)
Green	Proceed with Implementation of this work					Projected net difference in GMP (CO2)	\$ 6,978.20
Red	Declined						

\* ROM-Rough Order of Magnitude, to be bid after design

Color Legend

Yellow Deferred Decision-to be brought back to Court for further review/possible Action  
Green Proceed with Implementation of this work  
Red Declined

**Proposed Amendments to the Contract, implemented within Change Order 2**

Cost Savings Incentive Plan	Item	Contract Amount	Proposed Split
	General Conditions	\$ 4,401,780.00	Hays Co./BBC
	Design-Build Contingency	\$ 2,181,059.00	75%/25%
			85%/15%

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and Possible Action to authorize the County Judge to execute a Clinical Competency Agreement and Clinical Externship Agreement between Hays County and Kaplan University.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** INGALSBE

**SPONSORED BY:** INGALSBE

**SUMMARY:** This proposed agreement will result in the placement of a student extern within the Personal Health Department. Priscilla Hargraves will attend Court to provide a briefing and respond to any questions the Court might have.



**CLINICAL COMPETENCY AGREEMENT  
AND  
CLINICAL EXTERNSHIP AGREEMENT  
BY AND BETWEEN  
HAYS COUNTY, TEXAS AND KAPLAN UNIVERSITY**

This Clinical Competency and/or Clinical Externship Agreement (hereafter referred to as "**Agreement**") is effective as of June 4, 2010 by and between Hays County, a political subdivision of the State of Texas, on behalf of the Hays County Personal Health Department, located at 401 A. Broadway, San Marcos, TX 78666 (hereinafter referred to as "**Site**") and Iowa College Acquisition Corp. doing business as Kaplan University, its corporate office located at 6301 Kaplan University Ave., Ft. Lauderdale, FL 33309 (hereinafter referred to as "**School**").

**RECITALS**

A. School has established an accredited Medical Assisting education program, (the "**Program**") and is recognized as the "**Sponsoring Institution**" for the Program, subject to applicable accreditation standards and regulations.

B. Site operates a medical facility that employees individuals licensed in the State of Texas ("**State**").

C. The Program requires the completion of two clinical competency courses, which are clinical instructor supervised hands on training experiences at the Site ("**Clinical Experience**") and a clinical externship course ("**Externship**") supervised by the Site.

D. It has been determined that it is in the best interest of School's students ("**Students**") that the Site's facilities be used to provide the requisite Clinical Experience and/or Externship for the Students' education and School and Site agree to coordinate schedules as necessary for Students to receive the requisite training.

E. Site has agreed to provide the Students, subject to the terms and conditions of this Agreement, with one or both of the following experiences at the Site's facilities:

- (i) The required Clinical Experience at its facilities and provide Clinical Instructors to supervise and instruct Students; and/or
- (ii) The required Externship experience at its facilities, providing supervision of students during this period.

F. This Agreement is intended, in part, to satisfy the standards set forth in applicable accreditation and other regulatory requirements.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. RESPONSIBILITIES OF SCHOOL.** School shall be responsible for the overall direction of the Program and for enforcement of all applicable requirements of any governmental authority or applicable accreditation body (collectively, the “**Requirements**”). School shall retain ultimate authority with respect to all educational aspects of the Program and shall be responsible for the development and implementation of the educational curriculum for the Program. School’s specific responsibilities shall include:

- A. Overall orientation of Students to the Program and its requirements and expectations;
- B. Provision of classroom theory and practical instruction to Students prior to their Clinical Experience and Externship assignment at Site;
- C. Continuing oral and written communication with Site regarding Student performance and evaluation, absences and assignment of Students;
- D. Provision of educational requirements, the required Skills Competency Checklists, to be satisfied during the Students’ assignment at Site. School shall provide the Skills Competency Checklists and any required evaluation forms to the Site.
- E. Advising all Students that while participating in the Clinical Experience and/or Externship and while they are present at Site’s facilities, they must comply with the policies, rules, regulations and procedures of the Site. Site shall provide orientation to and copies of such rules, regulations and policies to the Students who participate in the Program at Site.
- F. Advising all Students that they must be prepared to provide Site with written verification of the immunization and diagnostic tests conducted in compliance with Site’s health policy and an overall health status report listing physical limitations, if any, and any other pertinent information in order to participate in the Clinical Experience and/or Externship;
- G. The number and level of training of Students initially to be assigned to Site for the Clinical Experience and/or Externship shall be agreed upon by the parties hereto;
- H. School shall compensate Site for each Student, who commences the Clinical Experience contemplated under this Agreement at Site. School

shall pay Site \$300.00 per Student, for each Clinical Experience course requiring Clinical Instructors, for which the Student is assigned to Site. The fee may be used at the Site's discretion to compensate in whole or in part, the Clinical Instructor assigned to supervise and instruct the Student;

- I. Defending, indemnify and hold Site, its directors, officers, agents and employees harmless from and against any and all damages, claims, demands, suits, judgments, penalties, settlements, and costs (including reasonable attorney's fees and expenses) and liability imposed by law ("**Damages**") to the extent arising from or in connection with (i) any action taken by School or its agents solely as a function of the educational aspects of the Program (ii) the negligent acts or omissions of Students (unless taken at the direction of Site or its agents) and (iii) any breach by School of any provision of this Agreement. This indemnification obligation shall survive any termination of this Agreement. As used throughout this Agreement, the term "**Damages**" shall mean direct Damages and shall exclude consequential, punitive, exemplary or other indirect Damages.

**II. RESPONSIBILITIES OF SITE.** Site shall have the following responsibilities:

- A. Provide an orientation to Site for each Student assigned which instructs each Student with regard to his/her institutional responsibilities and safety requirements while assigned to Site for the Clinical Instruction and/or Externship;
- B. Provide qualified medical professionals to serve as Clinical Instructors for the Clinical Experience. Clinical Instructors shall be directly responsible for the supervision and instruction of the Students during the Clinical Experience at Site;
- C. Each Clinical Instructor must submit their credentials to the School and obtain approval from the School prior to serving as a Clinical Instructor.
- D. Provide a sufficient number of qualified medical professionals to supervise Students during their Externship assignment;
- E. Provide all reasonable accommodations necessary for Clinical Instruction and/or Externship, satisfy the applicable Requirements and ensure supervision by Clinical Instructors and other supervisors during the Clinical Instruction and/or Externship of the Students, subject to review and approval as to educational issues by School.

- F. If the performance of a Student is at any time considered to be unsatisfactory or unprofessional, immediately notify and provide documentation of such performance to School. A plan for corrective action will be determined by the School, in consultation with Site. In addition, Site may remove any Student from an assignment if Site determines in its reasonable discretion that such removal is reasonably necessary for patient and/or Site staff safety, or to comply with any applicable Requirements;
- G. Maintain all necessary licenses for the operation of Site and notify School of the results of any accreditation, licensing or certification which is probationary or in which approval is denied or removed;
- H. Defend, indemnify and hold harmless School and its affiliates and their respective directors, officers, agents, students and employees from and against any and all Damages to the extent arising from or in connection with (i) the negligent acts or omissions of Site, including its staff, employees and agents, (ii) the negligent acts or omissions of Students taken at the direction of Site or its agents and (iii) any breach by Site of any provision of this Agreement. This indemnification obligation shall survive any termination of this Agreement.

**III. HIPAA REGULATION.** The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d (“**HIPAA**”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“**Federal Privacy Regulations**”), the federal security standards contained in 45 C.F.R. Part 142 (“**Federal Security Regulations**”) and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “**HIPAA Requirements**”. The parties agree not to use or further disclose and Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The parties hereby acknowledge that the services being provided to the Site by the School pursuant to this Agreement are not intended to create a “Business Associate” relationship as that term is defined in 45 CFR § 160.103.

School shall direct Students to comply with the policies and procedures of Site, including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining Students’ role in relation to the use and

disclosure of Site's protected health information, Students shall be deemed members of Site's workforce, as that term is defined by 45 C.F.R 160.103, when engaged in activities pursuant to this Agreement. Students are not, however, and shall not, for any purpose, be considered employees of Site or School.

**IV. PERFORMANCE OF SERVICES.** All Students participating in the Clinical Instruction and/or Externship at Site shall be, at all times, unpaid externs without the expectation of or entitlement to compensation or benefits from either party.

**V. OSHA COMPLIANCE.** School shall be responsible for instructing Students participating in any Clinical Instruction and/or Externship at Site to comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time. School shall provide all Students with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the Student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

**VI. BACKGROUND VERIFICATIONS.** If required by applicable accreditation organizations, state or federal law, or by Site, and at Site's request, School shall conduct a background check on each Student assigned to an Externship, prior to participation in the Externship. To the extent permitted by law, School shall provide Site with applicable documentation certifying that a Participant has completed the applicable background check. Background check will include, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) a check of the national sex offender registry and (3) evidence that the Student is not ineligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list.

**VII. CLINICAL SUPERVISION.** All clinical aspects of a Student's Clinical Instruction shall be under the direct supervision of the assigned Clinical Instructor. All clinical aspects of a Student's Externship at Site will be under the direction and supervision of a qualified member of Site's staff. Although School is responsible for the overall direction and administration of the Program, School does not provide patient care and, as such, shall have no responsibility or liability for patient care.

**VIII. INSURANCE.** School and Site shall secure and maintain at all times during the Term (as defined in Section XI below), at their respective sole expense, commercial general liability insurance covering themselves and their respective agents and employees. Such coverage provided by School and Site may be afforded via commercial insurance, self-insurance,



a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's reasonable request, the other party shall provide a certificate of insurance evidencing such coverage.

School and Site shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective agents and employees. Such coverage provided by School and Site may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee

School and Site shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice) covering their respective employees and agents. Each of School and Site's professional liability insurance shall provide for coverage of Students providing services to Site pursuant to this Agreement. If the actions taken or omissions by Students leading to a claim of professional liability are taken at the direction of Site, Site's coverage shall be primary. If such actions or omissions are not at the direction of Site, School's coverage shall be primary. Such coverage may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon either party's reasonable request, the other party shall provide a certificate of insurance evidencing such coverage.

**IX. RECORDS.** All records pertaining to professional services rendered by Students to Site's patients or clients shall remain the sole property, and in the custody, of Site.

**X. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.**

- A. In performing its respective obligations under this Agreement and the activities contemplated hereby, each Party and its respective officers, directors, employees, agents, subcontractors and independent contractors will comply fully with all applicable federal and state laws, rules and regulations.
- B. In the event of a change in applicable federal and state statutes, case law, regulations or general instructions, the interpretation of any of the foregoing or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform its services under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement that complies with such changed or adopted law, regulation or policy in a manner which approximates, as closely as possible, the position of the Parties prior to the change. If the Parties hereto



acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date sixty days (60) days subsequent to the date upon which any Party gives written notice to the other Party, or the effective date upon with the legislature, regulatory or administrative change prohibits the relationship of the Parties pursuant to this Agreement.

**XI. TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall continue for a period of one year, automatically renewing for successive one year terms (the “Term”), unless terminated as follows:

- A. The parties may terminate this Agreement at any time by mutual written consent and such termination shall be effective upon the date stated in the consent.
- B. Either party may terminate this Agreement without cause at any time upon not less than ninety (90) days prior written notice.
- C. This Agreement may be immediately terminated if (i) School’s licenses, accreditations or certifications required to operate the Program are terminated or revoked or any material disciplinary action is taken against School by an accreditation or regulatory agency or (ii) Site’s licenses, accreditations or certifications required to operate Site’s are terminated or revoked or any material disciplinary action is taken against Site’s by an accreditation or regulatory agency.
- D. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days notice upon the violation by another party of any material provision of this Agreement provided that, following receipt of written notice by the other party specifying such violation with reasonable particularity, such violation is not cured prior to the effective date of termination stated in such notice
- E. Notwithstanding anything contained herein to the contrary, other than pursuant to XI(C) above, the termination of this Agreement shall not be effective with regard to Students participating, at the time of such termination, in an Externship until all such Students have completed or otherwise discontinued participation in such Externship.

**XII. CONFIDENTIALITY.** Each party hereto recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, such party may have access to certain information of the other party that is confidential and constitutes

valuable, special and unique property of such other party ("**Confidential Information**"). Each party agrees that it will not, and it shall instruct its respective employees and agents to not, at any time (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without the express prior written consent of the other party, except in connection with the performance of duties hereunder, any Confidential Information, including, without limitation, information which concerns patients, Students, costs, or treatment methods and which is not otherwise available to the public.

Except for disclosure to their respective legal counsel, accountant or financial advisors, neither party shall, and each party shall instruct its respective employees and agents to not, disclose the terms of this Agreement to any person, unless disclosure thereof is required by Requirements or otherwise authorized by this Agreement or consented to by the parties in writing.

As used throughout this Agreement, the term "Confidential Information" shall not include any information which is or becomes part of the public domain other than due to a breach of this Agreement by the party obligated hereunder to maintain its confidentiality.

**XIII. NOTICES.** All notices and other communications required hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three business days after being deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Kaplan University  
6301 Kaplan University Ave.  
Ft. Lauderdale, FL 33309  
Attn: Connie Bosse, Vice President,  
Arts and Health Sciences

with a copy to: Kaplan University  
6301 Kaplan University Ave.  
Ft. Lauderdale, FL 33309  
Attn: Legal Department

If to Site: Hays County Personal Health  
401 A. Broadway  
San Marcos, TX 78666  
Attn: Priscilla Hargraves, Director

with a copy to: Hays County Judge  
111 E. San Antonio, Suite 300  
San Marcos, TX 78666

or to such other persons or places as either party may from time to time designate by written notice to the other.

**XIV. INDEPENDENT CONTRACTOR RELATIONSHIP.** No party hereto shall have the right to bind the other, to transact any business in any other party's name, or to make any promises or representations on behalf of any other party. The parties expressly agree that the nature of their relationship is that of independent contractors, and not that of employer and employee, partners, joint venturers, or any other relationship. In no event shall any party be liable for the debts or obligations of any other party hereto.

**XV. NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude a Student's effective participation in the Clinical Experience and/or Externship.

**XVI. ASSIGNMENT.** No party may assign this Agreement or any interest herein or subcontract its obligations hereunder, without the prior written consent of the other parties.

**XVII. AMENDMENTS.** This Agreement may be amended only by written agreement of each of the parties hereto.

**XVIII. ENTIRE AGREEMENT; THIRD PARTY BENEFICIARIES.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written. No third parties shall be deemed to be beneficiaries of any provisions of this Agreement.

**XIX. BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

**XX. DESCRIPTIVE HEADINGS.** The descriptive headings in this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

**XXI. SEVERABILITY.** If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable. In such event, the parties hereto agree that the court or other authorized entity in the proceeding in which any such provision hereof is determined to be void or unenforceable shall reform the offending provision in such a manner as to cause it, if at all possible, to be valid and enforceable while at the same time accomplishing, as nearly as possible, the parties' original intent in including such provision in this Agreement.

**XXII. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, except to the extent its principles of conflicts of law would result in the application of the law of another jurisdiction.

**XXIII. DISPUTE RESOLUTION.** The Parties acknowledge and expressly agree to waive any and all rights to a trial by jury for all claims and disputes arising under this Agreement. In the event that the governing law does not allow for jury waiver, any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Broward County, Florida, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties, unless the arbitration award specifies otherwise. The prevailing party's attorneys fees and costs shall be paid by the non-prevailing party unless the arbitration award specifically provides otherwise, in which case the terms of the arbitration award shall govern responsibility of attorneys fees and legal costs. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**XXIV. WAIVER.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

**XXV. FORCE MAJEURE.** Neither Party shall be liable to the other party for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the party so failing, including without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, telecommunications service failure or interruption, equipment failure, industrial or labor dispute, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance.

**XXVI. EXCLUSIVITY.** This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

**IN WITNESS WHEREOF**, the parties hereto, duly authorized, will indicate their acceptance of this Agreement by affixing their signatures to this Agreement.

**Iowa College Acquisition Corp.  
d/b/a Kaplan University**

By: \_\_\_\_\_

Name: Tricia Berry

Title: Assistant Dean of Clinical Placement,  
School of Health Sciences

**Hayes County, Texas**

By: \_\_\_\_\_

Name: Elizabeth Sumter

Title: Hays County Judge

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA:** Discussion and possible action for ROW surplus from the State of Texas

**TYPE OF ITEM:** CONSENT-**ACTION**-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

**AMOUNT REQUIRED:** Costs are within budgeted dollars

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Barton

**SPONSORED BY:** Commissioner Pct. 2, Jeff Barton

**SUMMARY:** Please see attached letters as backup information.





**JEFF BARTON**  
Commissioner, Precinct 2  
105 Center Street • P.O. Box 1180  
Kyle, Texas 78640

October 30, 2009

\*sent via  
mail 10/30/09  
@ 1:00pm

Carlos Lopez, P.E.  
District Engineer  
Texas Department of Transportation  
7901 N. IH 35  
P.O. Box 15426  
Austin, Texas 78761-5426

Re: Hays County Pass-Through Finance Program  
CSJ 0016-02-107, etc. Surplus Row

Dear Mr. Lopez:

On behalf of Hays County, I am requesting the District's assistance in initiating the process with the TxDOT Administration to have two parcels related to the above-referenced project declared surplus and transferred to Hays County, per the provisions of Texas Transportation Code, Section 202.021 and the TxDOT Right-of-Way Manual. I know there has been some confusion regarding the parcels the County was requesting to have declared surplus since this issue was first raised in the spring. We are working with Don Nyland in the South Austin Area Office and have provided clarification regarding the specific parcels. The County is in the process of preparing the appraisals for these two parcels.

The first parcel, a drainage easement located on the southwest corner of the CR 210 bridge as shown in the attached exhibit, is no longer needed for right-of-way purposes and Mr. Nyland has indicated his support that the right-of-way be declared surplus. The County would assume all maintenance responsibility for the easement.

The second parcel is a corner clip on the northwest corner of IH 35 and CR 210 as shown on the attached exhibit, and is not required for improvements at this intersection. The parcel could be handled in one of two ways. Either the right-of-way could be declared surplus and transferred to the County, or the District could do a right-of-way swap with the parcel for right-of-way also owned by the adjacent property owner which is needed for improvements associated with this project. While the County is amenable to either option, we would prefer the District and Administration to pursue the most expeditious one so that this matter can be resolved as quickly as possible.



**JEFF BARTON**  
Commissioner, Precinct 2  
105 Center Street • P.O. Box 1180  
Kyle, Texas 78640

Thank you for your attention to the County's request. Please let me or Mike Weaver know if you need additional information from the County to process this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Barton", is written over the word "Sincerely,".

Jeff Barton  
Hays County Commissioner, Precinct 2

**Attachments**

cc: (w/attachments)  
Jeff Watson, P.E., HNTB Corporation  
Mark Kennedy, Hays County  
Bubba Needham, P.E., TxDOT Austin District  
J. Terron Evertson, P.E., TxDOT Austin District  
Don Nyland, P.E., TxDOT South Austin Area Office

P:\Prime Strategies Data\Projects\HC-0360 Pass-Through PMNH 35 Improvements\IH 35-CR 210 (Kyle Crossing)\Surplus ROW\IH 35-CR 210 Surplus ROW\_Lopez letter.doc

Carlos -

I believe we sent an earlier letter  
but I'm not sure it was clear.  
Please call me if you have any  
questions. Jeff



# **Texas Department of Transportation**

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

December 9, 2009

The Honorable Jeff Barton  
County Commissioner  
Precinct 2  
Hays County  
P.O. Box 1180  
Kyle, Texas 78640

Subject: Hays County Pass-Through Finance Program, Surplus Right of Way (ROW)

Dear Commissioner Barton:

We have reviewed your request to declare two parcels of ROW as surplus. At this time, only one of the properties, a channel easement on I-35 in Hays County (see attachment 1) can be declared as surplus to the needs of the State. The second parcel, a corner clip on the northwest corner of I-35 and CR 210 (see attachment 1), is still being analyzed for its potential need in the ultimate build-out of the intersection. We anticipate concluding this evaluation within six to eight weeks.

We will recommend that the channel easement be declared as surplus and be conveyed to the owner of its underlying fee title. The process for completion of this transaction generally requires eight months and includes the following steps:

- 1) Austin District would receive an appraisal (by an approved TxDOT appraiser) from the interested landowner,
- 2) Austin District would review and approve market value of property,
- 3) Austin District would transmit the request to the ROW Division to prepare a Minute Order for the Transportation Commission's approval,
- 4) If the sale is in an amount greater than \$10,000, the Governor will need to approve the transaction,
- 5) Once approval by the Governor is granted, a conveyance instrument will be executed, money exchanged, and the transaction completed (please see attachments 2 and 3 for more information).

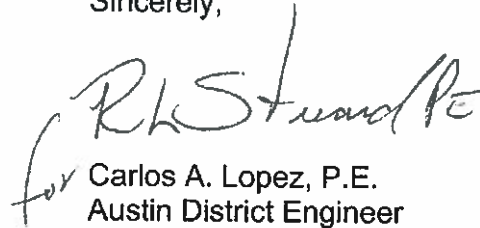
THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

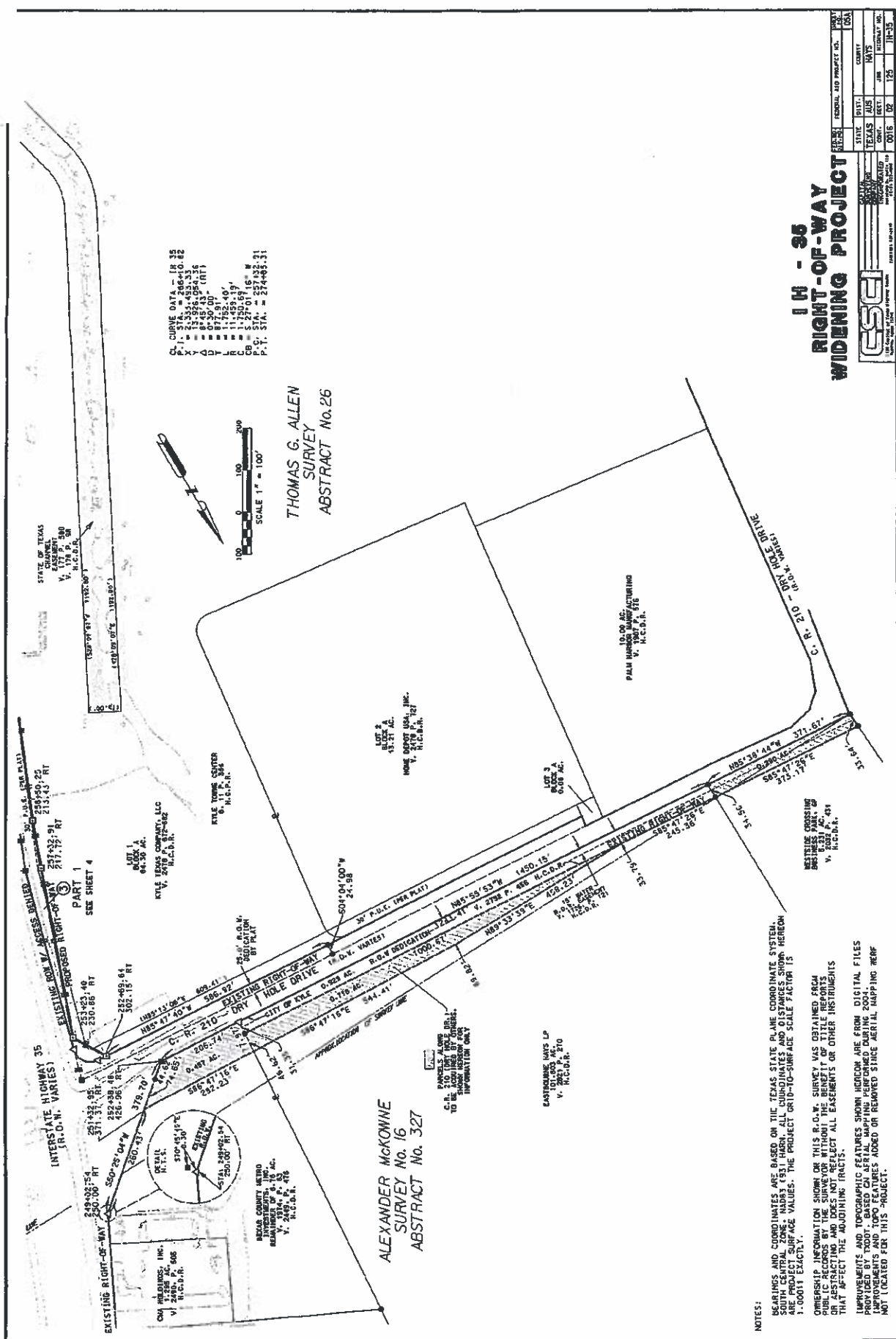
If you have any questions, please contact J. Terron Evertson at (512) 832-7266, or myself at (512) 832-7040.

Sincerely,

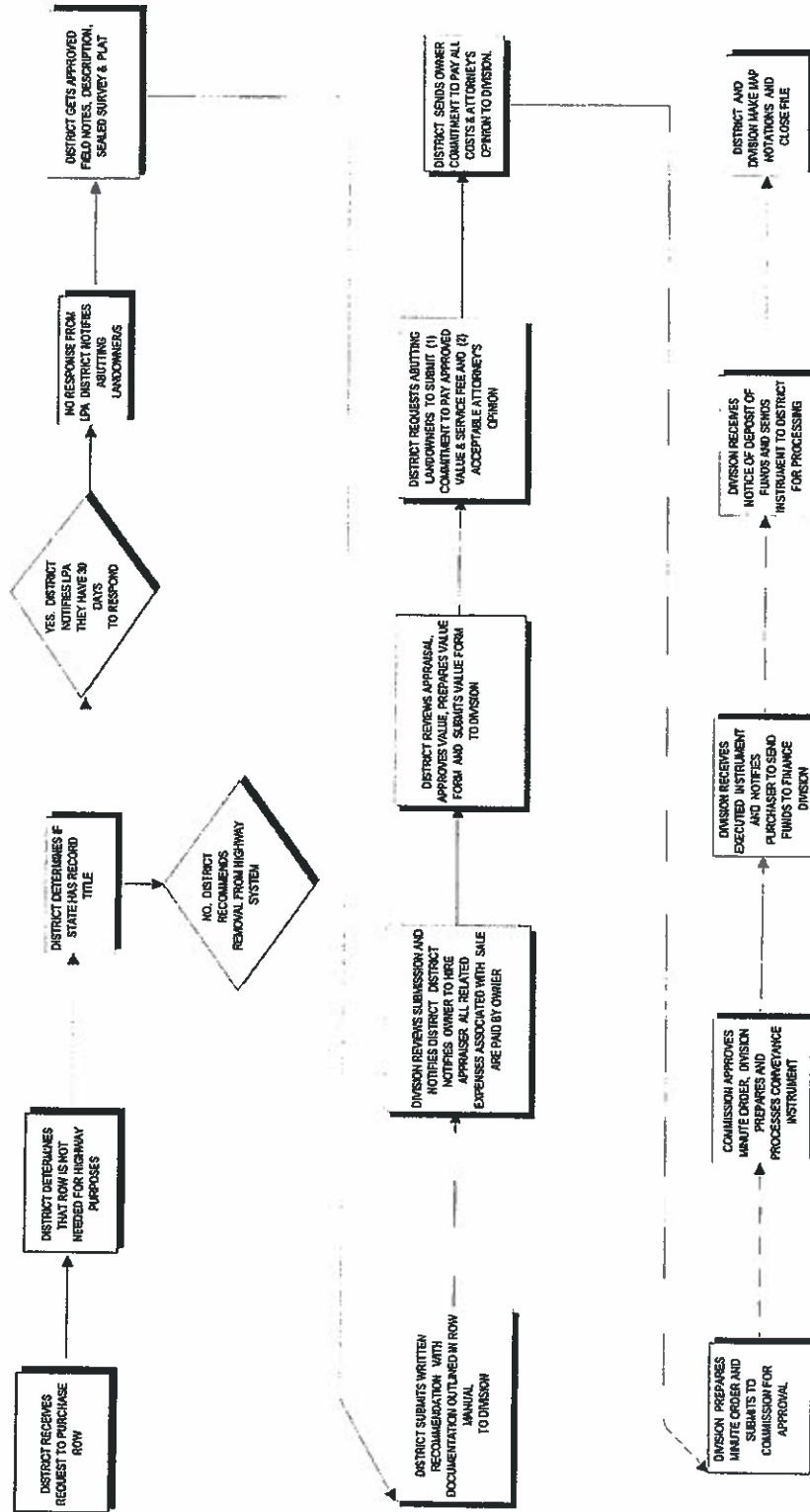
  
for Carlos A. Lopez, P.E.  
Austin District Engineer

Attachments

cc: Enoch N. Needham, P. E., TxDOT  
Donald E. Nyland, P. E., TxDOT  
Robert Harwood, JD, TxDOT

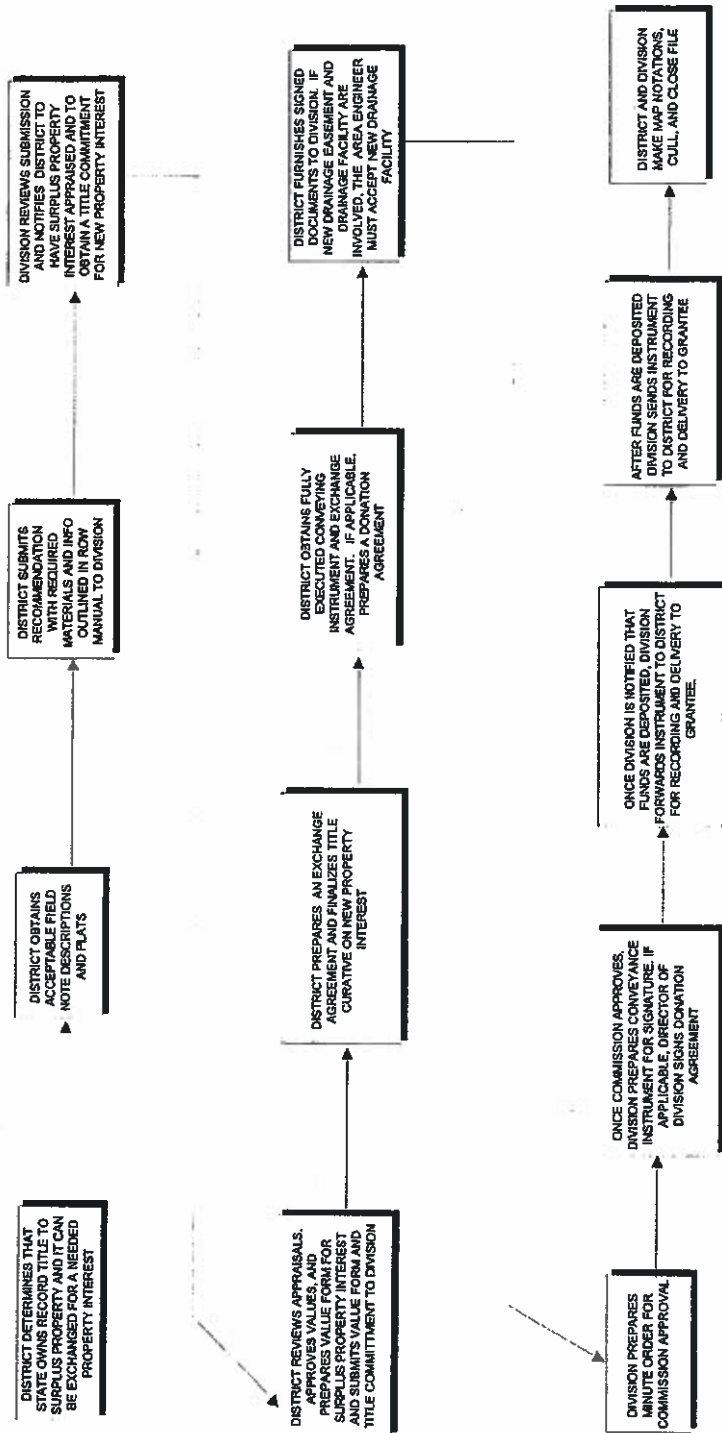


# Sale of Surplus Right of Way





# Exchange of Property Interests



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

#### **AGENDA ITEM:**

Discussion and possible action to double fill the Administrative Assistant II position in the Family Justice Division of the Hays County Criminal District Attorney's Office position for a period not to exceed 6 weeks.

**CHECK ONE:**      ☒ **CONSENT**      ☒ **X ACTION**      ☐ **EXECUTIVE SESSION**  
☐ **WORKSHOP**      ☐ **PROCLAMATION**      ☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: Tuesday, June 15, 2010**

**AMOUNT REQUIRED: \$7,253.34**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-607-00.5021**

**REQUESTED BY: INGALSBE**

**SPONSORED BY: INGALSBE**

#### **SUMMARY:**

An Admin Assistant II has resigned from the Family Justice Division of the CDA office. Their scheduled last day is July 30, 2010

Current policy, Section 2.16 of the employee handbook, states "It is necessary from time to time to have two employees in one position in order to train a new employee. In such cases, there must be funds available in the department's budget to do so. Under no circumstance should the position be shared for more than two weeks."

This Admin II position supports A.D.A.s, Cathy Compton and Chris Johnson, in the Family Justice Division. To ensure continuity of service and support and due to the complexity, specialization and sensitive nature of this work, we respectfully ask the court to approve up to 4 additional weeks of double filling this position.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Double fill the Administrative Assistant II position in the Family Justice Division of the Hays County Criminal District Attorney's Office position for a period not to exceed 6 weeks.

**PREFERRED MEETING DATE REQUESTED:** June 15, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$7,235.34

**LINE ITEM NUMBER:**001-607-00.5021

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

Bill Herzog

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

District Attorney - salary savings for Admin position

Current Budgeted Position	28,100.16
Salary Savings 8/1 - 9/30	4,683.36
Fringe Benefits Savings	813.97
Insurance Savings	<u>1,485.00</u>
Total Savings	6,982.33

New Postions minimum	26,549.00
Salary Needed for 6/16 - 9/30	5,531.04
Fringe Benefits	961.30
Insurance	<u>743.00</u>
Salary Needed	7,235.34

Salary/Fringe Benefit shortage (253.01)

\*Through attrition the DA's office will have the salary savings to cover the shortage.

Salary Line Item 001-607-00.5021