

**Commissioners Court -July 13, 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 **13TH day of July, 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**

PRESENTATIONS & PROCLAMATIONS

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. HERZOG
2	4-8	Approve Commissioner Court Minutes of July 6, 2010. SUMTER/FRITSCHKE
3	9-12	Accept report to Commissioners Court identifying administrative approvals issued during month of June 2010. SUMTER/SANCHEZ
4	13-21	Approve renewal of RFP 2006-P07 Commissary Services for the Hays County Jail for one (1) additional year as provided for in original proposal. SUMTER/HERZOG/MAIORKA/RATLIFF
5	22-37	Approve renew Agreement for Inmate Dental Services with Dentrust Dental Texas P.C. and authorize the County Judge to execute the agreement. SUMTER/RATLIFF
6	38-52	Approve Utility Permits. SUMTER
7	53-54	Authorize the use of the countywide self insurance line item to fund two replacement vehicles in the Sheriff's Office. SUMTER/HERZOG/RATLIFF
8	55-58	Approve budget amendment for County Court at Law 2. SUMTER/HERZOG/RODRIGUEZ

ACTION ITEMS

ROADS

9	59	Discussion and possible action to allow Commissioner Ford to negotiate a professional services contract with Dan Rogers of RDS, Inc. for feasibility study and engineering design of improvements to Elder Hill Road. FORD/BORCHERDING
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MISCELLANEOUS

10	60-67	Discussion and possible action to approve request for Additional Services in the amount of \$13,285.00 as requested by ClaytonLevyLittle Architects for the Restoration of the Old Hays County Jail. SUMTER/HERZOG/MAIORKA/JOHNSON
11	68-71	Discussion with possible action to execute a five-year license and support agreement with Hart Intercivic for county voting equipment in order to take advantage of a freeze on rates for the duration of the agreement. SUMTER/COWAN
12	72	Discussion and possible action to accept and approve Construction Documents and the updated Guaranteed Maximum Price Proposal, as presented by Flynn Construction and Polkinghorn Group. SUMTER/NEWSOM
13	73-75	Discussion and possible action to authorize the County Judge to execute a Bill of Sale to 1997 Circle N Ranch Limited for the purchase price of \$2000.00 for delinquent taxes and approve associated Resolution. SUMTER

14	76-77	Discussion and possible action to approve add alternates submitted by Balfour Beatty for the Hays County Government Center, specifically a water collection system for irrigation and future underground electrical conduit and power construction cost. INGALSBE
15	78	Discussion and possible action to select a commissioning agent as recommended by Broadbuss and Associates and the building committee; and to authorize the County Judge to execute a contract for commissioning services once reviewed by program manager and legal counsel. INGALSBE
16	79-90	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and MGT of America, Inc. for services related to implementation of recommendations from the MGT Criminal Justice System Assessment and Jail Population Study for Hays County. BARTON
17	91	Discussion and possible action to authorize the County Judge to execute Closing Documents associated with ROW acquisition of Parcel 20 on RR12. CONLEY
18	92	Discussion and possible action to merge the Veterans Services Office and the Personal Health Department. SUMTER

WORKSHOP

19	93	10 AM Departmental budget review. Possible action may follow. SUMTER
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EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners' Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

20	94	Executive Session pursuant to Section 551.074, Texas Government Code, to discuss and deliberate the appointment of a Veteran Services Officer. Action may follow in open court. SUMTER
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STANDING AGENDA ITEM

21	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. INGALSBE
22	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9TH day of July, 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: 7/13/10

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

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF JULY 6, 2010

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

PREFERRED MEETING DATE REQUESTED: JULY 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



JULY 6, 2010

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 6TH DAY OF JULY 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. FRITSCHKE	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Barton gave the invocation and Commissioner Ford led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

27208 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$1,235,157.09 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27209 APPROVE COMMISSIONER COURT MINUTES OF JUNE 29, 2010

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of June 29, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27210 AUTHORIZE THE COUNTY JUDGE TO ACCEPT AND EXECUTE A GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT FOR THE FY2010 EMERGENCY MANAGEMENT PERFORMANCE GRANT, IN THE AMOUNT OF \$22,000.00

The grant has been awarded in the amount of \$22,000 and will provide funding for a portion of the salary and benefits for the EMC. This amount must be matched at least equally by the County, which is accomplished by the annual budgeting process for the EMC position. This grant funding has been received in previous years for support of the Emergency Management office. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Judge to accept and execute a Grant Agreement with the Texas Department of Public Safety, Division of Emergency Management for the FY2010 Emergency Management Performance Grant, in the amount of \$22,000. All voting "Aye". MOTION PASSED

27211 APPROVE SPECIFICATIONS FOR IFB #2010-B18 "CONCRETE CONTRACTOR FOR THE HAYS COUNTY ROAD DEPARTMENT" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve specifications for IFB #2010-B18 "Concrete Contractor for the Hays County Road Department" and authorize purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED

27212 AUTHORIZE THE COUNTY AUDITOR TO AMEND DEPARTMENTAL BUDGETS FOR FUEL AS NEEDED FOR THE REMAINDER OF FY10, NOT TO EXCEED \$244,980

The Court set aside \$244,980 in County-Wide budget for FY09-10, due to the increased prices of fuel & added usage for some, additional funds are needed for some departments through the remainder of FY10. County Auditor Bill Herzog requested permission to add R&B Dept. \$45,000 to the fuel line item from the insurance line item. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Auditor to amend departmental budgets for fuel as needed for the remainder of FY10, not to exceed \$244,980. All voting "Aye". MOTION PASSED



27213 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT ONE TO CONTRACT NO. 728190 WITH THE TEXAS DEPARTMENT OF RURAL AFFAIRS FOR THE CEDAR OAK MESA WATER SYSTEM IMPROVEMENT PROJECT

Amendment One will extend the grant contract termination date from June 22, 2010 to September 21, 2010. This will allow the cost of pavement repairs to be covered with the grant funds awarded to the project. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Amendment One to Contract No 728190 with the Texas Department of Rural Affairs for the Cedar Oak Mesa Water System Improvement Project. All voting "Aye". MOTION PASSED

27214 APPROVE PAYMENT OF AN INVOICE FROM ENVIROSOPH TECHNOLOGIES, LP FOR REPAIRS MADE AT THE YORK CREEK RD, LOW-WATER CROSSING EARLY WARNING SYSTEM, NOT TO EXCEED \$4,035.00 [T1-71]

Envirosoph Technologies, LP recently repaired the electronics at the York Creek Road location, which was damaged and not functioning due to a lightning strike in a storm during the week of June 7, 2010. Sensor boards and equipment connections were replaced and that location is now operational. Currently, there are no funds available in line item 020-710-00-5411 (Equipment Maintenance & Repair) for these repairs. The RPTD Dept/Transportation Division is looking for emergency funds for this repair. County Auditor Bill Herzog suggested taking funds out of the self insurance line item. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve payment of an invoice from Envirosoph Technologies, LP for repairs made at the York Creek Road, low-water crossing early warning system, not to exceed \$4,03 from the self insurance line item. All voting "Aye". MOTION PASSED

27215 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) BETWEEN HAYS COUNTY PERSONAL HEALTH DEPARTMENT (PHD) AND HAYS CALDWELL COUNCIL ON ALCOHOL AND DRUG ABUSE (HCCADA) [T1-97]

The purpose of this MOA is to formalize the existing relationship between the PHD and HCCADA to provide mental health counseling to first responders after an emergency preparedness event. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute a Memorandum of Agreement (MOA) between Hays County Personal Health Department (PHD) and Hays Caldwell Council on Alcohol and Drug Abuse (HCCADA). All voting "Aye". MOTION PASSED

27216 AUTHORIZE COUNTY STAFF TO PURSUE AND NEGOTIATE A PROFESSIONAL SERVICES CONTRACT WITH URS CORPORATION IN AN AMOUNT NOT TO EXCEED \$4,332 FOR THIRD PARTY REVIEW OF MS4 PHASE II STORM WATER QUALITY PROGRAM DOCUMENT DRAFT [T1-104]

A Storm Water Management Program draft document has been prepared by staff to meet the regulatory requirements of the Texas Pollutant Discharge Elimination Program (TPDES) Phase II General Storm Water Permit TXR040000 for storm water discharges from Small separate Storm Sewer Systems (MS4s). A portion of Hays County falls within the Austin "Urbanized Area", as determined by the U.S. Bureau of Census, and must obtain authorization under this permit for the discharge of pollutants in storm water runoff. Approval will allow for third party review of document and SWMP final draft will be brought back to court for consideration before submission of document and Notice of Intent to TCEQ. A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize county staff to negotiate a Professional Services Contract, along with the County Judge, and furthermore to authorize the County Judge to execute contract with URS Corporation, a pre-certified firm, in an amount not to exceed \$4,332 for third party review of MS4 Phase II Storm Water Quality Program Document Draft. All voting "Aye". MOTION PASSED

27217 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) BETWEEN HAYS COUNTY PERSONAL HEALTH DEPARTMENT (PHD) AND TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) [T1-164]

DSHS requests the execution of this MOA so that if needed, DSHS may borrow or utilize Emergency Preparedness staff, supplies and equipment during an emergency event. According to the MOA, DSHS will reimburse the PHD for any services used according to the projected budget submitted with the MOA. This MOA will be in effect through June 30, 2011. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute a Memorandum of Agreement (MOA) between Hays County Personal Health Department (PHD) and Texas Department of State Health Services (DSHS). All voting "Aye". MOTION PASSED



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27218 AUTHORIZE THE GRANTS ADMINISTRATION AND EMERGENCY MANAGEMENT DEPARTMENTS TO PROCEED WITH INITIAL PLANNING EFFORTS FOR REVISION OF THE COUNTY HAZARD MITIGATION PLAN [T1-190]

This request is to authorize response to the included e-mail to request pre-award cost approval so that the planning process may proceed on the expectation of future reimbursement through grant funds. In addition to also proceed with development of a Request for Proposals to enlist consultant services for preparation of the plan, which will be placed on a future Court Agenda for approval, and to secure commitments from local partners for contributions to complete the plan revisions. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the Grants Administration and Emergency Management Departments to proceed with initial planning efforts for revision of the County Hazard Mitigation Plan. All voting "Aye". MOTION PASSED

27219 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES SUPPLEMENTAL #2 TO THE PROFESSIONAL SERVICES AGREEMENT AND SUPPLEMENTAL #3 TO WORK AUTHORIZATION NO.1 WITH URS [T1-249]

URS is the Design Engineer for the RM 15 Realignment; Work Authorization Supplemental #2 to the PSA and Supplemental #3 to Work Authorization #1 will allow for the completion of: 1) additional archeological work within portion of prehistoric archeological site 2) utility coordination for the relocation of existing utilities 3) redesign of storm sewer system within vicinity of retaining walls per TxDOT request 4) addition of driveway curb cut to accommodate driveway access to property owner per County request. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Contract for Engineering Services Supplemental #2 to the Professional Services Agreement and Supplemental #3 to Work Authorization No. 1 with URS on FM150 and IH35. All voting "Aye". MOTION PASSED

27220 AWARD THE DACY LANE CONSTRUCTION CONTRACT TO CAPITAL EXCAVATION INC. IN THE AMOUNT OF \$5,724,468.14 [T1-314]

The Engineer's estimate for the Dacy Lane project was \$8.2 million and we have come in 30% below that number with the low bid. There were five bids that were submitted for this project and after review for completeness and accuracy, recommend the bid be awarded to Capital Excavation. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to award the Dacy Lane Construction Contract to Capital Excavation Inc. in the amount of \$5,724,468.14. All voting "Aye". MOTION PASSED

27221 APPROVE THE SELECTION OF AN ENERGY AUDITING FIRM IN RESPONSE TO RFQ #2010-P14 "PROFESSIONAL ENERGY AUDIT/ANALYSIS" AS RECOMMENDED BY THE REVIEW COMMITTEE AND AUTHORIZE COMMISSIONER FORD TO NEGOTIATE A CONTRACT [T1-399]

Nine proposals were received in response to Request for Qualifications (RFQ) No. 2010-P14, "Professional Energy Audit/Analysis" for a firm to conduct energy audits of County buildings under a grant from the State Energy Conservation Office. A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve the selection of an Energy auditing firm in response to RFQ #2010-P14 "Professional Energy Audit/Analysis" as recommended by the review committee and authorize Commissioner Ford to negotiate a Contract to be brought back to the court for approval. All voting "Aye". MOTION PASSED

27222 APPROVE OUT OF STATE TRAINING TRAVEL TO CORONADO, CALIFORNIA FOR MARISOL ALONZO, VICKIE WILHELM, ANDREA SOTO, & KIMBERLI HOELLE (AUDITOR'S OFFICE), BRITNEY RICHEY, LAURA JUAREZ (TREASURER'S OFFICE), SUSAN DAVIS, AND SHARI MILLER (HUMAN RESOURCES OFFICE), AND AMEND THE BUDGET ACCORDINGLY [T1-450]

The New World Financial Systems is holding its Executive Customer Conference on September 12-14, 2010. The conference sessions will provide the opportunity to schedule one-on-one training sessions to address issues and questions we have about the software. The session will include hands-on training labs. The NWS will be replacing their Human Resources package with a Next Generation package which will be highlighted at the conference. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to approve out of state training travel to Coronado, California for Marisol Alonzo, Vickie Wilhelm, Andrea Soto & Kimberli Hoelle (Auditor's Office), Britney Richey, Laura Juarez (Treasurer's Office), Susan David & Shari Miller (Human Resources Office) and amend the budget accordingly. All voting "Aye". MOTION PASSED



27223 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CLOSING DOCUMENTS ASSOCIATED WITH ROW ACQUISITION OF PARCELS 12, 18, AND 19 ON RR12

[T1-460] The court convened into closed executive session at 9:32 a.m. and reconvened into open meeting at 9:55 a.m. A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to execute closing documents associated with ROW Acquisition of Parcels 12, 18 and 19 on RR12. Commissioner Ingalsbe, Commissioner Conley, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Barton not present to vote. MOTION PASSED

27224 AMEND THE ESD OPERATING BUDGET TO INCLUDE OVERTIME COMPENSATION

[T1-494] As part of the FY10 budget process, Hays County budgeted salaries for 10 Emergency Communication Officers and created the ESD Dispatch department within the general fund. Overtime compensation was inadvertently omitted from their budget. A motion was made by Commissioner Conley, seconded by Commissioner Ford to amend the ESD Operating Budget in the amount of \$2,000 (transfer from line item #001-725-00.5021 into line item #001-725-00.5031) to include overtime compensation. Commissioner Ingalsbe, Commissioner Conley, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Barton not present to vote. MOTION PASSED

27225 ACCEPT THE HAYS COUNTY STRATEGIC POLICY AND IMPLEMENTATION PLAN

[T1-555] Judge Sumter spoke of committee member's contributions being invaluable in guiding the development of this plan. The committee has worked for 16 months conducting public meetings, reviewing public input, survey results and plan to ensure the Hays County Strategic Plan accurately reflected the desires of various organizations (ISD's, Municipalities, EDS's, Social Services, Chambers of Commerce, Economic Development Boards, Senior Citizen organizations, Builders, Developers, Business Owners, etc. A motion was made by Judge Sumter, seconded by Commissioner Ford to accept the Hays County Strategic Policy and Implementation Plan for implementation and partnership. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO SECTION 551.074, TEXAS GOVERNMENT CODE, TO INTERVIEW, DISCUSS AND DELIBERATE THE APPOINTMENT OF A VETERAN SERVICES OFFICER. ACTION MAY FOLLOW IN OPEN COURT [T1-1051]

Court convened into closed executive session at 1:20 and reconvened into open meeting at 3:05. No action taken.

Clerk's Note: Agenda Item #20 RE: 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 was PULLED.

Clerk's Note: Agenda Item #21 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED.

INSTRUCTION ON HOW TO USE THE NEW WORLD SYSTEM FOR BUDGET HEARINGS, ANALYSIS, ETC. [T1-1058]

Vickie Wilhelm (Auditor's Office) instructed the court on accessing budget information online through the New World Systems. Judge Sumter spoke of budget process.

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 JULY 6, 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:

Report to Commissioners Court identifying administrative approvals issued during the month of June, 2010

TYPE OF ITEM: Consent

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Yolanda Sanchez, Office Manager, Hays County Development Services

SPONSORED BY: Judge Elizabeth Sumter

SUMMARY:

In conformance with Hays County's Development Regulations this report identifies all administrative approvals issued by the department during the month of June, 2010

HAYS COUNTY DEVELOPMENT AUTHORIZATIONS

June 2010

In accordance with Sections 701.08.01(B)(2) and 711.03.01(B)(2) of the Hays County Development Regulations, the following Development Authorizations have been issued by the Department based upon and under the authority delegated it by the Commissioners Court.

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCHI/O	SYSTEM	DEV TYPE	PCT.#
	2010-58	JOHN TALBOT	06/01/10	307 ELLA LANE DRIPPING SPRINGS TX 78620	N	PV	O	O	SPRAY	SF	4
LI	2010-154	SALVADOR BALLESTEROS	06/01/10	KAI VISTA ESTATES SEC 1 LOT 8	N	PV	O	O	SPRAY	SF	2
	2010-73	HEATH HOUGHTON	06/01/10	LEA ACRES LOT 14B	N	PV	O	O	SPRAY	SF	3
LI	2010-88	BETTY & NEIL TOWNSEND	06/01/10	MOUNTAIN CREST LOT 12	N	PB	O	O	SPRAY	SF	3
	2009-339	KARL KROG	06/02/10	RIM ROCK LOT 24 BLK C PH 1 SEC 3	N	PB	O	O	SPRAY	SF	3
	2010-210	ROBERT & ANDREA GREEBON	06/02/10	SADDLETREE RANCH LOT 28 SEC 2	N	RW	O	O	STANDARD	SF	4
	2007-102	RISA HOYLE	06/03/10	BLUE SKY RANCH LOT 12	N	PB	O	O	SPRAY	SF	4
	2010-150	LENNAR HOMES OF TEXAS	06/03/10	RIM ROCK LOT 52 BLK A PH 3 SEC 3	N	PB	O	O	SPRAY	SF	4
LI	2010-217	LUIS & CONNIE VASQUEZ	06/03/10	HILLSIDE TERRACE LOT 24 BLK 4	N	PB	O	O	SPRAY	SF	2
LI	2010-222	EDGAR & GABRIELA VASQUEZ	06/07/10	35 SOUTH RANCHES LOT 2 BLK 35	N	PB	O	O	SPRAY	SF	2
LI	2009-447	PEGGY SHERRILL	06/08/10	886 BURNETT RANCH ROAD	N	PV	O	O	SPRAY	SF	3
LI	2010-188	KEVIN FARRELL CONSTRUCTION INC	06/09/10	DOS LAGOS LOT 2 BLK B	N	PV	O	O	SPRAY	SF	4
LI	2010-235	HENDRIK WESSELS	06/11/10	NORTHPOINT LOT 62 & 63	N	PB	O	O	SPRAY	MH	1

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCH/O	SYSTEM	DEV TYPE	PCT.#
LI	2010-233	JOHN PARKS	06/14/10	GREEN PASTURES 1 BLK B LOT 20	N	PB	O	O	SPRAY	SF	2
	2010-231	BOYD MERWORTH & WES ALEXANDER	06/15/10	LOST SPRINGS SEC 2 LOT 7	N	PB	O	O	SPRAY	SF	3
	2010-190	MICHAEL BREIN	06/16/10	HIDDEN CREEK RANCH LOT 17-A2	N	PB	O	O	LPD	SF	4
	2010-239	CLARA RODRIGUEZ	06/18/10	1417 GOFORTH ROAD KYLE TX 78640	N	PB	O	O	SPRAY	SF	1
	2010-34	K & J WOODWORKS, LLC	06/17/10	86 S OLD SPANISY TRAIL	N	PV	O	O	SPRAY	COMM	2
	2002-4067	ALVIN POPHAM	06/22/10	2805 HARRIS HILL ROAD GREEN PASTURES LOT 8 SEC 3	N	PB	O	O	STANDARD	TANK REPLAC	1
	2000-981	GILBERT MOLINA	06/23/10	OAK HOLLOW LOT 7	N	PB	O	O	SPRAY	SF	2
	2010-684	SHEILA JETTON	06/22/10	FAIR OAKS FARM	N	PB	O	O	STANDARD	BARN	4
LI	2010-228	BRIAN & THERESE HOOPER	06/24/10	ESTATES LOT 1	N	PV	O	O	LPD	SF	4
	2010-247	ROBERT PARKS	06/24/10	SIERRA WEST LOT 29A SEC 2	N	PB	O	O	SPRAY	SF	4
	2010-145	DONALD STOTLER	06/25/10	HIGH VIEW RANCH LOT 10	N	PB	O	O	SPRAY	SF	4
	2010-223	LENNAR HOMES OF TEXAS	06/25/10	RIM ROCK LOT 77 BLK A PH 3 SEC 2	N	PB	O	O	SPRAY	SF	4
	2010-234	JAMES PRESTON	06/23/10	HILL CREST WEST BLK E LOT 15	N	PB	O	O	STANDARD	SF	4
	2010-151	GREGORY E. SVAJIAN	06/28/10	RUBY RANCH PH 7	N	PB	O	O	SPRAY	SF	2
	2010-238	LESTER NAMER	06/28/10	RIVERBEND RANCH LOT 3 SEC 1	N	PV	O	O	SPRAY	SF	1

LEGEND:

N/E New or Existing Development CO Commercial

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCH/O	SYSTEM	DEV TYPE	PCT.#
	PB/PV	Public or Private Facility	SF	Single Family							
	FPI/O	In or Out of a Floodplain	NSF	Non-Single Family							
	RCH/O	In or Out of a Recharge Zone	MH	Mobile Home							
	SYSTEM	Type of System									
	DEV TYPE	Type of Development									
	PCT #	Precinct Number									

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

AGENDA ITEM: Approve renewal of RFP 2006-P07 Commissary Services for the Hays County Jail for one (1) additional year as provided for in original proposal.

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

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Ratliff

SPONSORED BY: Sumter

SUMMARY: (see attached)



County of Hays
OFFICE OF THE SHERIFF

Tommy Ratliff, Sheriff

July 1, 2010

Hays County Purchasing Office
111 E. San Antonio St.
San Marcos, Texas 78666

To whom it may concern,

The Hays County Sheriff's Office would like to extend its commissary contract with Mid-States Services, Inc. which expires on July 20, 2010. Please have the new contract effective beginning July 20, 2010 through July 20, 2011. I have attached a copy of the current renewal letter from Mid-States with the information needed to help in this matter. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Ratliff", written over a horizontal line.

Tommy Ratliff
Sheriff

1307 Uhland Rd. • San Marcos, Texas 78666 • 512/393-7800 • fax 512/393-7879



December 2, 2009

Sheriff Tommy Ratliff
Hays County Sheriff's Office
1307 Uhland Road
San Marcos, Texas 78666

Dear Sheriff Ratliff,

I would like to thank you for affording my company the opportunity to continue inmate commissary service to your jail by renewing our existing commissary service contract.

As always, my company will continue to provide the excellent service that your staff has come to expect. Clyde Walker, my Vice-President of Operations, will continue to be the dedicated representative and liaison for your Department. Over the decade long relationship we have had with your Department, many of your staff members have become friends. I give you our continued and solemn commitment to be available to you or your staff at any time to warrant and validate your continued trust in Mid-States.

Our service will continue to provide for a dedicated delivery from our Texas warehouse to your facility on Mid-States owned and operated trucks allowing for day and time definite delivery of commissary orders.

The specific structure of this renewal agreement shall continue as detailed in your letter dated December 1, 2009.

Hays County is one of our oldest and most loyal customers. I would again like to personally thank you and your exceptional staff for affording Mid-States the opportunity of being your inmate commissary service provider since 1996.

Respectfully Submitted,



John F. Sammons, Jr.
President and CEO
Mid-States Services, Inc.
580 N. Beach Street
Fort Worth, Texas 76111
(817) 838-8600

**COMMISSARY SERVICE AGREEMENT
HAYS COUNTY SHERIFF'S OFFICE AND MID-STATES SERVICES**

1. This agreement, made the 11th day of August, 2006 by and between The Hays County Sheriff's Office, office located at 1307 Old Oldham Road, San Marcos, Texas 78666 (hereinafter referred to as "Client") and Mid-States Services, Inc., a Texas Corporation, with principal offices located at 580 North Beach Street, Fort Worth, Texas 76111 (hereinafter referred to as "Mid-States").
2. This agreement will become effective as of August 15th, 2006.
3. Mid-States Services, Inc. agrees to and warrants its performance to comply with all of the proposal responses as submitted by Mid-States Services, Inc. and all requirements as detailed in the Hays County RFP #2006-P07.

4. WITNESSETH THAT:

WHEREAS, The Client desires to avail itself of Mid-States Services, and WHEREAS, Mid-States desires to provide its Inmate Commissary Services for The Client, NOW HEREOF, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agrees as follows:

4. CLIENT'S GRANT TO MID-STATES

The Client grants to Mid-States Services, Inc., as an independent contractor, the exclusive right to sell commissary products to inmates in all detention and/or inmate housing facilities under Clients scope and control.

5. MID-STATES RESPONSIBILITIES

- A. Pursuant to the provisions of the Agreement, Mid-States will purchase, and maintain at high standards of quality, such mutually agreed number and type of inventory items at mutually agreed locations for the sales of food products, non-alcoholic beverages, and other sundry products and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality.
- B. All requests for price increases shall be submitted to the Hays County Sheriff's Office for prior approval.
- C. Mid-States agrees to comply with all applicable Federal, State and Local laws and regulation pertaining to equal employment opportunity, wages and hours of employment.

6. FACILITIES AND EQUIPMENT:

The Client has the option to select and designate the time and places of service and type of products sold. Mid-States Services, Inc., guarantees that all equipment installed will be new or like new and, if applicable, have the approval of the local health departments and that the equipment will meet the specifications published by the United States Public Health Federation and the National Sanitation Foundation.

It is hereby agreed that neither the Sheriff nor The Client assumes any responsibility whatsoever for any damage to the equipment while on its premises, unless the equipment is willfully abused or misused.

7. INDEMNIFICATION

A. Mid-States shall indemnify The Client against any loss, damage, injury or death caused by Mid-States negligent acts or omissions or the negligent acts or omissions of Mid-States agents or employees, or losses, damages, injuries or death caused by Mid-States negligence and arising out of the consumption or use of the Products sold; provided, however, that nothing contained herein shall require Mid-States to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of Client, its agents or employees.

B. Mid-States obligation to hold The Client harmless pursuant to the Agreement shall be dependent upon The Client notifying Mid-States in writing of any such claims or lawsuits against either Mid-States or The Client, but in no event not later than thirty (30) days after the date The Client first receives notification.

8. MENUS AND SERVICE SPECIFICATIONS:

A. TYPE OF SERVICE

The Client and Mid-States Services, Inc. mutually agree that the Hays County Sheriff's Office will be serviced as an off-site, bagged commissary delivery service with the inmate population of the Hays County Detention Center given the opportunity to purchase commissary products on a weekly basis.

9. LICENSES, PERMITS AND TAXES:

Mid-States Services, Inc., will be responsible for all federal, state and local license, permits and payment of applicable sales tax in connection with the commissary it provides for the Client facilities, except that Mid-States Service, Inc., will have no liability for real estate or other taxes levied on property or equipment owned by the Client.

11. **FINANCIAL ARRANGEMENTS**

A. Mid-States will be reimbursed on a weekly basis from commissary sale monies generated from the prisoners Trust Fund. This responsibility is to be monitored by Hays County Sheriff's Department. Outstanding balances greater than 30 days may be subject to interest charges at ten percent (10%), per annum.

B. Mid-States shall provide a guaranteed return on commissary sales the greater of \$55,000.00 annually or Thirty-Seven (37%) percent of net sales. The 37% rate of return will be paid monthly as contained herein and will be reviewed on the contract anniversary date each year to determine any guarantee return difference.

C. **COMMISSARY COMMISSION PAYMENT**

- The commission check will be due by the 20th of each month for the prior month's activity and only on all invoices paid by the Client.
- Net sales shall be defined as Gross Sales less any sales tax and any additional agreed upon items to be excluded or adjusted from the sales total used for the calculation of the commission to wit:
 - U.S. Postage and Postal Products

12. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

It is mutually understood and agreed, and it is the intent of the parties that; subject where applicable, to the terms and conditions set forth in the direct sales to The Client arrangement, if such is used, an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; that employees of Mid-States are not nor shall they be deemed to be employees of The Client and, that employees of The Client are not nor shall they be deemed to be employees of Mid-States Services, Inc.

13. **MID-STATES TITLE TO THE SOFTWARE AND HARDWARE:**

A. All software installed by Mid-States pursuant to the provisions of this Agreement are and shall at all times remain the property of Mid-States, with title vested in Mid-States, and The Client shall have no property interest in said software. The Client agrees to permit only employees and agents of Mid-States to remove, open, copy or tamper with said software of Mid-States.

B. All hardware installed by Mid-States shall remain the property of Mid-States.

C. All Maintenance, Repair, or Replacement of hardware shall be the responsibility of Mid-States under normal operating conditions. Mid-States

will not be responsible if equipment is abused or used for other purposes other than commissary functions.

14. **COMMENCEMENT AND TERMINATION**

This Agreement shall become effective as of the 17 day of August, 2006 and shall remain in effect until 16 day of August 2009. It shall thereafter have the option to renew itself for two (2) additional one year periods upon mutual agreement between Client and Mid-States.

- A. If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated in Section 15 hereof, the party claiming such failure shall give the other party a written notice of such breach. If within (30) days from such notice the failure has not been corrected, the injured party may cancel this agreement. Mid-States may cancel this agreement with 30 days notice if its operation becomes unprofitable.
- B. Until the termination or expiration of this Agreement, Mid-States shall as soon thereafter as is feasible, remove its software and hardware.

15. **EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority; either local, state or Federal or because of riot, war, public disturbances, strikes, lockouts differences with workman, fires, flood, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without

liability, the performance of its obligation hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

16. **NOTICES:**

All notices to Hays County
Sheriff's Department shall be
addressed to:

The Hays County Sheriff's Office
1307 Old Oldham Road
San Marcos, Texas 78666

All notices to Mid-States
Services, Inc. shall be
addressed to:

Mid-States Services, Inc.
580 N. Beach Street
Fort Worth, Texas 76111

17. **GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of Texas.

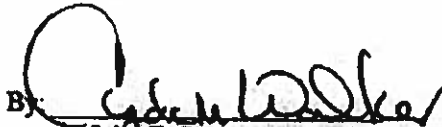
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the day and year first above written.

HAYS COUTNY
SHERIFF'S OFFICE

By: 
Allen Bridges, Sheriff

Date: 8-16-2006

MIDSTATES SERVICES, INC.

By: 
John F. Sammons, Jr., CEO
By: Clyde M. Walker, Jr.

Date: _____

WITNESS (If Applicable or Required)

By: _____

Title: _____

Date: _____

WITNESS

By: _____

Title: _____

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: Renew Agreement for Inmate Dental Services with Dentrust Dental Texas P.C. and authorize the County Judge to execute the agreement.

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ratliff

SPONSORED BY: SUMTER

SUMMARY:

Note item 12 changed from a 2 year renewal to a three year period. They are willing to extend the 2006 pricing schedule an additional year.



June 3, 2010

Chief Deputy Sherman Brodbeck
Hays County Sheriff's Office
1307 Uhland Road
San Marcos, TX 78666

Reference: Agreement for Inmate Dental Services - Renewal

Dear Chief Brodbeck:

It was nice speaking with you again.

As discussed, enclosed are two (2) copies of the contract renewal for inmate dental services. We appreciate the help and cooperation we continue to receive from your staff and are pleased to extend the current pricing through the entire renewal term. So that Hays County can take full advantage of the extended pricing, I have changed the term under Item 12 from a 2-year contract to a 3-year contract. All other terms and conditions remain the same. If you require a 2-year term, let me know and I can e-mail you a revised page.

Please have both copies signed and returned to me as soon as possible. Upon receipt we will send a fully executed copy to you for your records.

Thank you.

Best regards,

A handwritten signature in black ink, appearing to read 'Faye Metroka', is written over a horizontal line.

Faye Metroka
Marketing Administrator

Encl: Agreement (2)

AGREEMENT FOR DENTAL SERVICES

AGREEMENT BY AND BETWEEN:

The COUNTY OF HAYS with offices at the Hays County Sheriff's Office, 1307 Uhland Road, San Marcos, Texas 78666

Hereinafter referred to as the "COUNTY"

AND:

DENTRUST DENTAL TEXAS, P.C., a corporation of the State of Texas, with offices located at 254 Cafferty Road, Pipersville, Pennsylvania 18947,

Hereinafter referred to as "DENTRUST".

WHEREAS, the COUNTY desires to provide dental care for inmates and detainees at the Hays County Correctional Facility (hereinafter "the Jail"); and

WHEREAS, Dentists provided by DENTRUST are duly licensed dentists in the State of Texas, desires to conduct part of its practice of dentistry at the Jail;

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as set forth hereto in Appendix "A", HIPAA Business Associate Agreement, is hereby made part of this Agreement and incorporated by reference;

IT IS MUTUALLY AGREED by and between the above-referenced parties hereto, for one dollar (\$1.00) and for other goods and valuable consideration, as follows;

1. DENTRUST agrees to conduct an independent practice of dentistry at the Jail. The COUNTY in turn, agrees to provide DENTRUST with the required space and sufficient time to conduct its dental practice. The COUNTY will neither contract with nor allow any other provider to perform routine or non-emergent dental services on inmates or detainees housed at the Comal County Detention Center while the COUNTY is under contract with DENTRUST. The COUNTY will allow DENTRUST access to the Jail one day every third week and any other time when DENTRUST's services are required as scheduled by either the Jail or DENTRUST.

2. DENTRUST agrees that it shall give priority scheduling to inmates in need of emergency dental treatment; inmates who have medical problems, such as allergies, diabetes, heart conditions and/or blood diseases; and inmates who do not have sufficient teeth to masticate the food provided by the Jail.
3. DENTRUST agrees to perform necessary dental services upon any and all County, State and Federal prisoners presently detained at the Jail. In the course of performing said dental services for County, State and Federal prisoners, DENTRUST agrees to adhere to any and all applicable State and Federal regulations governing dental services for prisoners and detainees.
4. DENTRUST agrees that it is responsible for furnishing, at its own expense, all additional necessary equipment and supplies and its own paid personnel, as determined by DENTRUST, for the proper and safe operation of its clinic at the Jail.
5. In addition to emergency treatment DENTRUST shall only perform the treatment necessary to control and prevent pain, infection, decay or other abnormalities of the hard and soft tissue within, and immediately adjacent to the oral cavity of any inmate or detainee presently being housed at the Jail. DENTRUST shall not perform any cosmetic or other dental services other than the aforementioned, without first obtaining authorization from the Jail Administrator.
6. The COUNTY agrees to pay the fees in Appendix "B" for all treatment performed on inmates and detainees housed in the Jail, and that a fee of fifty-five (\$55.00) will be billed to the COUNTY for travel expenses incurred by DENTRUST for each day it operates the clinic at the Jail. This fee will also apply to any emergency calls to which DENTRUST may respond.
7. The COUNTY agrees that it is responsible for disposing of all bio-hazardous waste products created as a result of the operation of the dental clinic at the Jail.
8. The COUNTY agrees to make the medical records available to DENTRUST, in advance of any dental treatment, of any patient expected to be examined or treated by a Dentist provided by DENTRUST. DENTRUST agrees to treat all patients with proper infection control procedures including barrier protection, chemical disinfectants, sterilization, and, where possible, disposable equipment.
9. The COUNTY agrees that when a Dentist provided by DENTRUST is in the presence of inmates or other detainees under the jurisdiction of the Jail at least one corrections officer will be immediately present. At

no time will the COUNTY leave any Dentist alone with an inmate or other detainee under the jurisdiction of the Jail regardless of how rehabilitated or trustworthy that inmate or detainee may appear.

10. DENTRUST agrees to maintain the appropriate amounts of Dental malpractice insurance necessary for it to satisfy its obligations under this Agreement. Moreover, this Agreement will not be effective unless and until DENTRUST demonstrates that it possesses said malpractice coverage.

11. The COUNTY agrees that during the terms of this Agreement and for a period of two years after its termination, the COUNTY will not engage, directly or indirectly, any employee or dentist-employee of DENTRUST in connection with the provision of dental services.

12. The terms of this Agreement shall be for three (3) years, effective August 1, 2010 and may be renewed by mutual consent of both parties, for additional one (1) year terms. All funding under this Agreement is contingent upon the COUNTY'S annual budget process and any appropriations authorized by the Hays County Commissioner's Court.

13. It is understood and agreed that either party retains the right to revoke this Agreement at any time, and for reasonable cause, upon sixty (60) days written notice.

14. All notices, approvals, consents and other instruments required or permitted to be given under this Agreement shall be in writing.

15. This Agreement may not be changed, modified or discharged, except in writing, and signed by both parties.

16. This Agreement constitutes the entire understanding between DENTRUST and the COUNTY. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein.

17. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

18. In the event any provision of this Agreement is held invalid and illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be unenforceable as written, but

enforceable if modified, then such provision shall be deemed to be modified to such extent as shall be necessary for such provision to be enforceable, and it shall be enforced to that extent.

19. This Agreement shall be construed and interpreted according to the laws of the State of Texas.

20. The undersigned represent that they have been authorized by each of the above-referenced parties to execute this Agreement.

IN WITNESS WHEREOF, the officers of the respective parties have signed and sealed this Agreement
this ____ day of _____ 2010.

ATTEST

COUNTY OF HAYS

By: _____
Elizabeth Sumter
County Judge



ATTEST

DENTRUST DENTAL TEXAS, P.C.

By: _____
Lawrence B. Caplin, D.M.D., CCHP
CEO

APPENDIX "A"

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix "A" is made part of the Services Agreement (as defined below) by and between DENTRUST DENTAL TEXAS, P.C. ("Covered Entity") and the COUNTY OF HAYS ("Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to the Service Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and related regulations promulgated by the Secretary ("HIPAA Regulations").

WHEREAS, in light of the foregoing and the requirements of the HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. Definitions.

- a. General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- b. Specific.
 - i. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - ii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - iii. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - iv. Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
 - v. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- vi. Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information.

2. **Obligations and Activities of Business Associate.**

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate agrees to protect the integrity and confidentiality of any Protected Health Information it electronically exchanges with Covered Entity.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Services Agreement of which it becomes aware.
- e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

- ii. Immediately terminate: (A) this Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion if Business Associate has breached a material term of this Agreement; or
- iii. If termination is not feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- i. Except as provided in paragraph ii. of this Section 5.c., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. Miscellaneous.

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

- c. Survival. The respective rights and obligations of Business Associate under Section 5.c. of this Agreement shall survive the termination of the Services Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- e. Miscellaneous. The terms of this Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 6.d. of this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail. The terms of the Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof. The Services Agreement together with this Business Associate Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein.

APPENDIX "B"



975 EASTON ROAD, SUITE 101, WARRINGTON, PENNSYLVANIA, 18976 TEL(267)927-5000 FAX (267)927-5007

FEE SCHEDULE- Effective January 1, 2006

TYPE 1 SERVICES

Diagnostic

0110	Initial Examination	30.00
0120	Periodic Examination	30.00
0140	Problem Focused Examination	35.00
0210	Full Mouth Series	85.00
0220	Periapical-First Film	15.00
0230	Periapical-Additional Film	10.00
0240	Occlusal X-ray	30.00
0270	Bitewing-Single	15.00
0272	Bitewing-Two Films	25.00
0273	Bitewing-Three Films	30.00
0274	Bitewing-Four Films	35.00
0460	Pulp Vitality Test	25.00
0470	Diagnostic Casts	40.00

Preventive

1110	Adult Prophylaxis	60.00
1120	Child Prophylaxis	50.00
1203	Topical Fluoride-Child	20.00
1204	Topical Fluoride-Adult	20.00
1350	Sealants-Quadrant	70.00
1351	Sealant-Per Tooth	25.00
1330	Oral Hygiene Instruction	----
1310	Nutritional Counseling	----

Space Management Therapy

1315	Night Guard Therapy For MPD	325.00
1510	Fixed Unilateral	150.00
1515	Fixed Bilateral	275.00
1520	Removable Unilateral	150.00
1525	Removable Bilateral	300.00
1550	Recement Space Maintainer	50.00

Restorative

2110	Amalgam-Primary-One Surface	30.00
2120	Amalgam-Primary-Two Surface	41.00
2130	Amalgam-Primary-Three Surface	52.00
2131	Amalgam-Primary-Four Surface	63.00
2140	Amalgam-Permanant-One Surface	55.00

2150	Amalgam-Permanent-Two Surface	75.00
2160	Amalgam-Permanent-Three Surface	90.00
2161	Amalgam-Permanent-Four Surface	110.00
2162	Amalgam-Permanent-Five Surface	130.00

Anterior Composite Resins

2330	One Surface	55.00
2331	Two Surface	75.00
2332	Three Surface	90.00
2335	Four Surface or Incisal Angle	110.00
2336	Facial Veneer	130.00

Posterior Composite Resins

2391	Permanent-One Surface	80.00
2392	Permanent-Two Surface	110.00
2393	Permanent-Three Surface	150.00
2394	Permanent – Four or more Surfaces	185.00

Gold Foil

2410	One Surface	100.00
2420	Two Surface	175.00

Gold Inlay & Onlay

2510	Inlay-One Surface	market
2520	Inlay-Two Surface	market
2530	Onlay-Three Surface	market
2540	Onlay-Four Surface	market

Porcelain Inlays & Onlays

2610	Inlay-One Surface	425.00
2620	Inlay-Two Surface	500.00
2630	Onlay-Three Surface	625.00

Crowns-Single

2700	Porcelain Laminate	425.00
2710	Acrylic Temporary	100.00
2740	Porcelain Jacket	650.00
2750	Porcelain-gold	725.00
2752	Porcelain-Semiprecious Metal	525.00
2790	Gold-Full Cast	market
2792	Semiprecious-Full Cast	650.00
2830	Stainless Steel	125.00

Other Restorative Services

2891	Cast Post & Core	155.00
2892	Parapost	90.00
2893	Cast Post & Core as Part of Crown	155.00
2910	Recement Inlay	50.00
2920	Recement Crown	50.00
2940	Sedative Filling	50.00
2950	Buildup For Crown	85.00
2951	Pin Retention In Addition to Restoration	30.00

Endodontics

3110	Pulp Cap-Direct	25.00
3120	Pulp Cap-Indirect	25.00
3210	Therapeutic Apical Closure	85.00
3220	Vital Pulpectomy	85.00
3310	Root Canal-Anterior Tooth	325.00
3320	Root Canal-Bicuspid Tooth	400.00
3330	Root Canal-Three Canal Molar	575.00
3340	Root Canal-Four Canal Molar	625.00
3910	Hemisection	90.00

Periodontics

4050	Periodontal Evaluation	55.00
4320	Provisional Splinting Intracoronal	85.00
4321	Provisional Splinting Extracoronal	85.00
4330	Occlusal Adjustment	50.00
4331	Occlusal Adjustment Complete	150.00
4340	Scaling & Rootplaning Full Mouth	375.00
4341	Scaling and Root Planing per Quadrant	125.00
4345	Therapeutic Periodontal Scaling	100.00
4399	Isolated Scaling	70.00
4910	Periodontal Maintenance (perio prophy)	100.00

Removable Prosthodontics

5110	Complete Upper Denture	625.00
5120	Complete Lower Denture	625.00
5130	Immediate Upper Denture	625.00
5140	Immediate Lower Denture	625.00
5211	Resin Base Upper Partial	325.00
5212	Resin Base Lower Partial	325.00
5213	Upper Cast Partial	695.00
5214	Lower Cast Partial	695.00
5310	Each Additional Clasp With-Rest	85.00
5410	Adjustment Complete Upper	70.00
5411	Adjustment Complete Lower	70.00
5421	Adjustment Partial Upper	70.00
5422	Adjustment Partial Lower	70.00

5850	Tissue Conditioning-Per Denture	175.00
5860	Overdenture-Complete	650.00
5861	Overdenture-Partial	725.00

Denture Repairs

5510	Complete Denture No Teeth Damaged	50.00
5520	Missing Tooth-Complete Denture (each)	40.00
5610	Partial Denture Acrylic Saddle	55.00
5620	Cast Framework of Partial	100.00
5630	Broken Clasp	100.00
5640	Missing Tooth-Partial Denture (each)	40.00
5650	Addition of Tooth-Partial Denture (each)	40.00
5660	Addition of Clasp	100.00

Denture Relines

5730	Upper Complete-Chairside	165.00
5731	Lower Complete-Chairside	165.00
5740	Upper Partial-Chairside	140.00
5741	Lower Partial-Chairside	140.00
5750	Upper Complete-Laboratory	175.00
5751	Lower Complete-Laboratory	175.00
5760	Upper Partial-Laboratory	175.00
5761	Lower Partial-Laboratory	175.00

Fixed Prosthodontics

6210	Gold-Full Cast Pontic	market
6212	Semiprecious-Full Cast Pontic	650.00
6240	Porcelain-Gold Pontic	725.00
6252	Porcelain-Semiprecious Pontic	625.00
6545	Maryland Bridge	450.00
6750	Porcelain-Gold Abutment	725.00
6752	Porcelain-Semiprecious Abutment	625.00
6790	Gold-Full Cast Abutment	market
6792	Semiprecious-Full Cast Abutment	650.00

Other Prosthetic Services

6920	Recementation of Maryland Bridge	60.00
6930	Recement Bridge	60.00

Oral Surgery

7140	Simple Extraction	70.00
7140	Simple Extraction (third molar)	80.00
7210	Surgical Extraction	95.00
7210	Surgical Extraction (third molar)	110.00
7220	Soft Tissue Impaction	165.00

7230	Partial Bony Impaction	225.00
7240	Full Bony Impaction	275.00
7250	Removal of Residual Root Tip	85.00
7260	Fistula Closure	275.00
7281	Exposure of Unerupted/Impacted Tooth	95.00
7285	Hard Tissue Biopsy (exc. path report)	195.00
7286	Soft Tissue Biopsy (exc. path report)	195.00
7310	Alveoloplasty With Extractions	105.00
7320	Alveoloplasty Without Extractions	185.00
7321	Tuberosity Reduction	95.00
7452	Excision of Hyperplastic Tissue-Quadrant	105.00
7510	Incision & Drainage Intraoral	175.00
7971	Excision of Pericoronal Gingiva	65.00

Miscellaneous

9110	Palliative Treatment	70.00
9910	Desensitizing Medicaments	15.00
9941	Athletic Mouthguard	85.00

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: Approve Utility Permits.

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

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

Permit	Road Name	Type of Utility
816	Panorama Dr.	Elect
817	Jerrys Ln	Elect
818	Hays Country Acres Rd.	Elect
819	Mt. Gainor	Phone

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 816

Application Date: 5/6/2010

Commissioner Court Approval Date: 7/13/2010

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**
Company Address: 9115 Circle Drive
AUSTIN, TX

Company Phone: AUSTIN, TX

Company Contact: Brady Karnes

Type of Utility: AERIAL ELECTRIC CABLE

Road Name: PANORAMA DRIVE

Subdivision: DEER CREEK

Pct #: 4

Specs: Aerial Tap from Existing Pole In R.O.W.

County Provisions: Aerial Crossing to have a Minimum Clearance of 15 feet above Roadway;
Traffic Control Required; Notify Hays County 24 hours prior to Construction.



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 5-6-10

Formal notice is hereby given that Pedernales Electric Cooperative
Company proposes to place a Distribution
line within the right-of-way of 901 PALORAMA
as follows: (give location, length, general design, etc.)

AERIAL TAP FROM EXISTING POLE IN ROW, CROSSING AT APPROX 90°

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine or periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 18 day of May, 2010.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric Cooperative, Inc.

By (Print) Brady Karnes

Signature [Signature]

Title District Engineering Supervisor

Address 9115 Circle Drive

Austin, Texas 78731

Phone (888) 554-4732 ext. 7920

Approved by Hays County Road & Bridge Department

Signature [Signature]

Inspector
Title

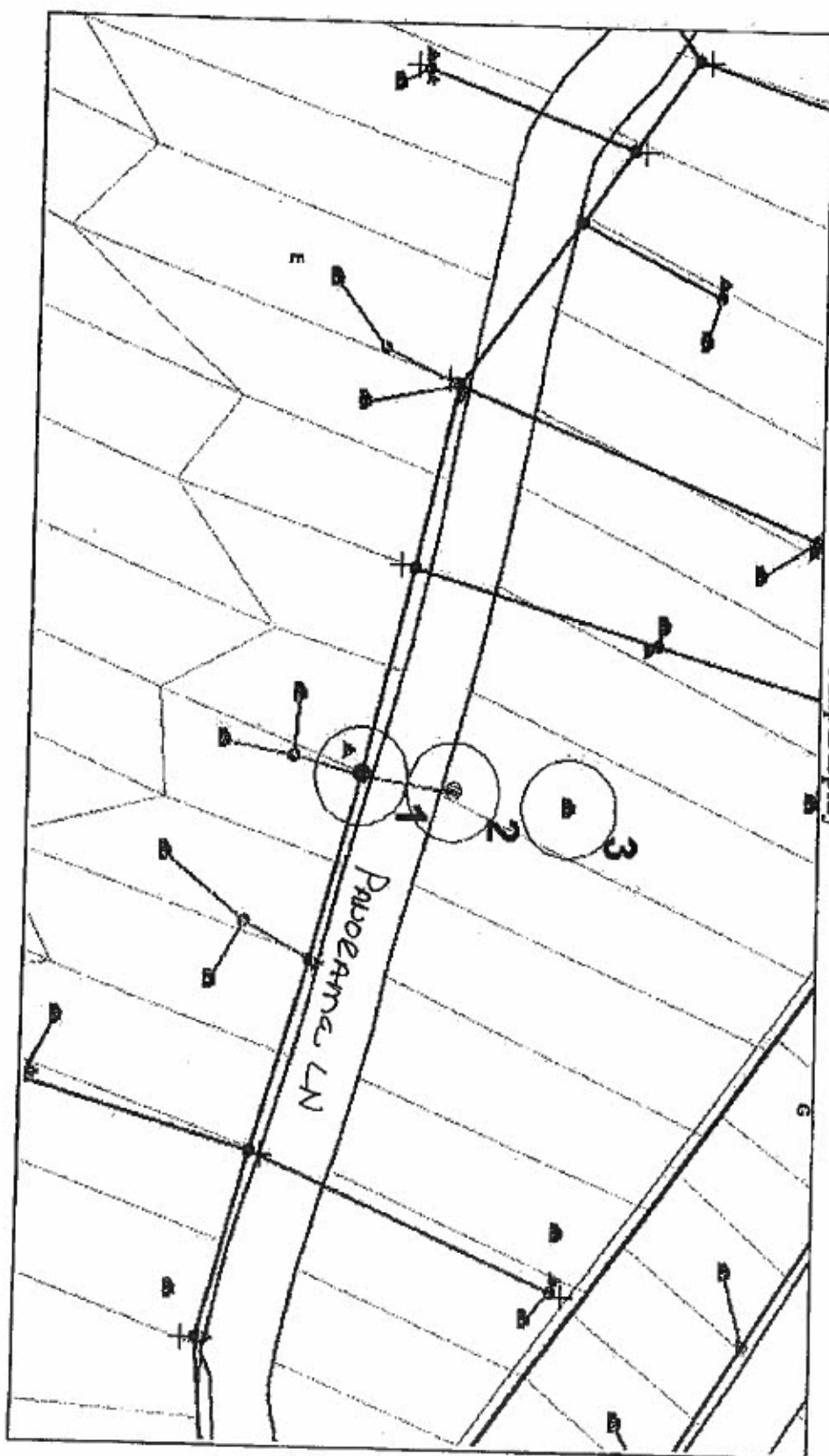
7/7/10
Date

June 26, 2004



Pedernales Electric Cooperative

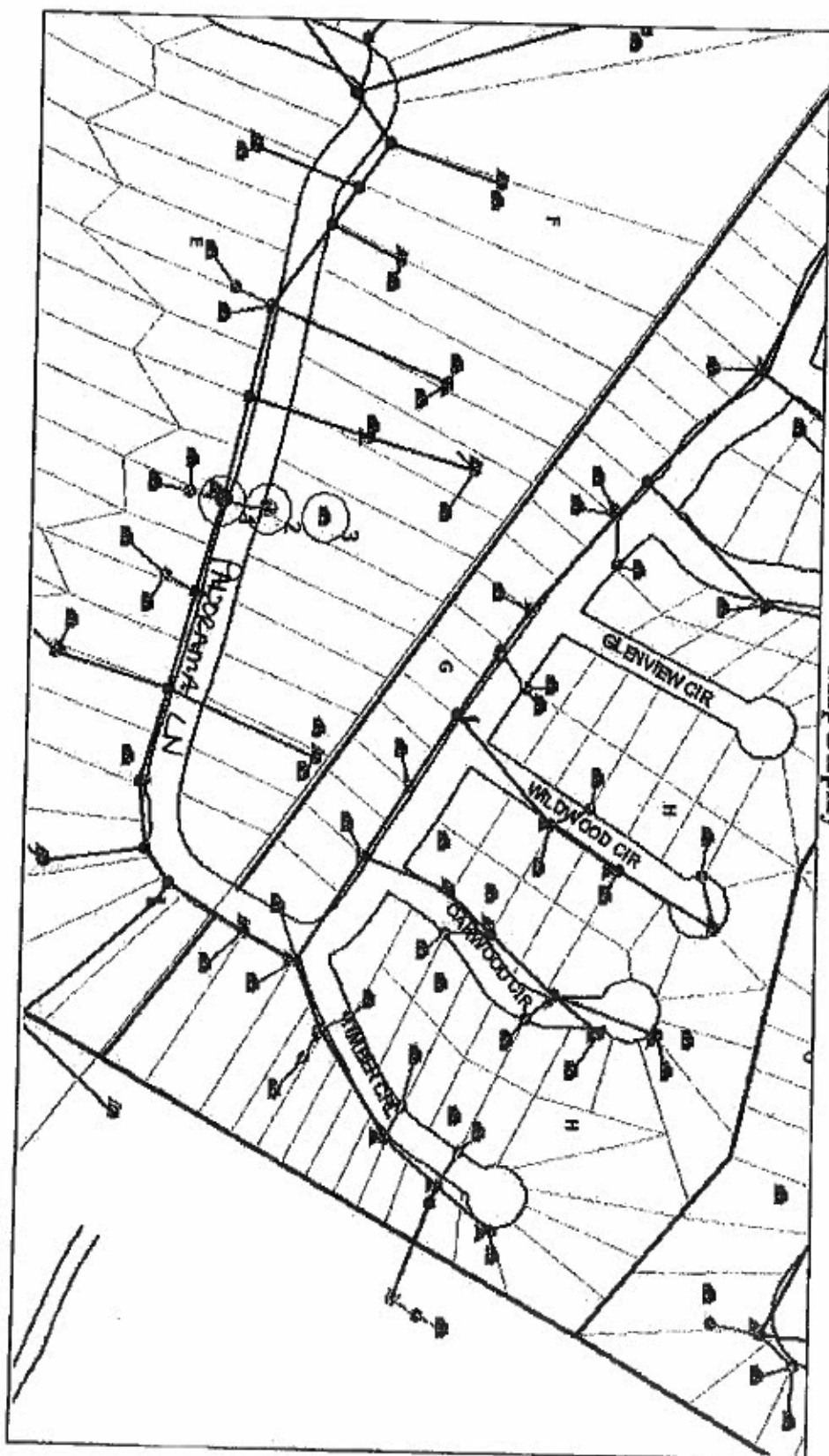
Map Display





Pedernales Electric Cooperative

Map Display



**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 817

Application Date: 6/4/2010

Commissioner Court Approval Date: 7/13/2010

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**
Company Address: 9115 Circle Drive
Austin , TX

Company Phone: Austin , TX

Company Contact: Brady Karnes

Type of Utility: AERIAL ELECTRIC CABLE

Road Name: JERRYS LANE Subdivision: Pct #: 2

Specs: Aerial Tap from existing pole in R.O.W.

County Provisions: Aerial Crossing to have a Minimum Clearance of 15 feet above Roadway;
Traffic Control Required; Notify Hays County 24 hours prior to Construction.



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 6/4/10

Formal notice is hereby given that Pedernales Electric Cooperative
Company proposes to place a electric distribution
line within the right-of-way of Jerry's Ln
as follows: (give location, length, general design, etc.)

Requesting aerial permit for a service wire crossing Jerry's Ln. Crossing is about 597ft West of
Properton Ct. on Jerry's Ln.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by _____ complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine or periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 18th day of June, 2010.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric Cooperative, Inc.

By (Print) Brady Karnes

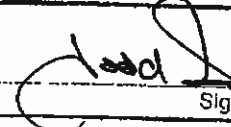
Signature Brady Karnes

Title District Engineering Supervisor

Address 9115 Circle Drive

Austin, Texas 78736

Phone (888) 554-4732 ext. 7920

Approved by Hays County Road & Bridge Department	
 Signature	Inspector <u>7/7/10</u> Title Date

June 26, 2004



Pedernales Electric Cooperative

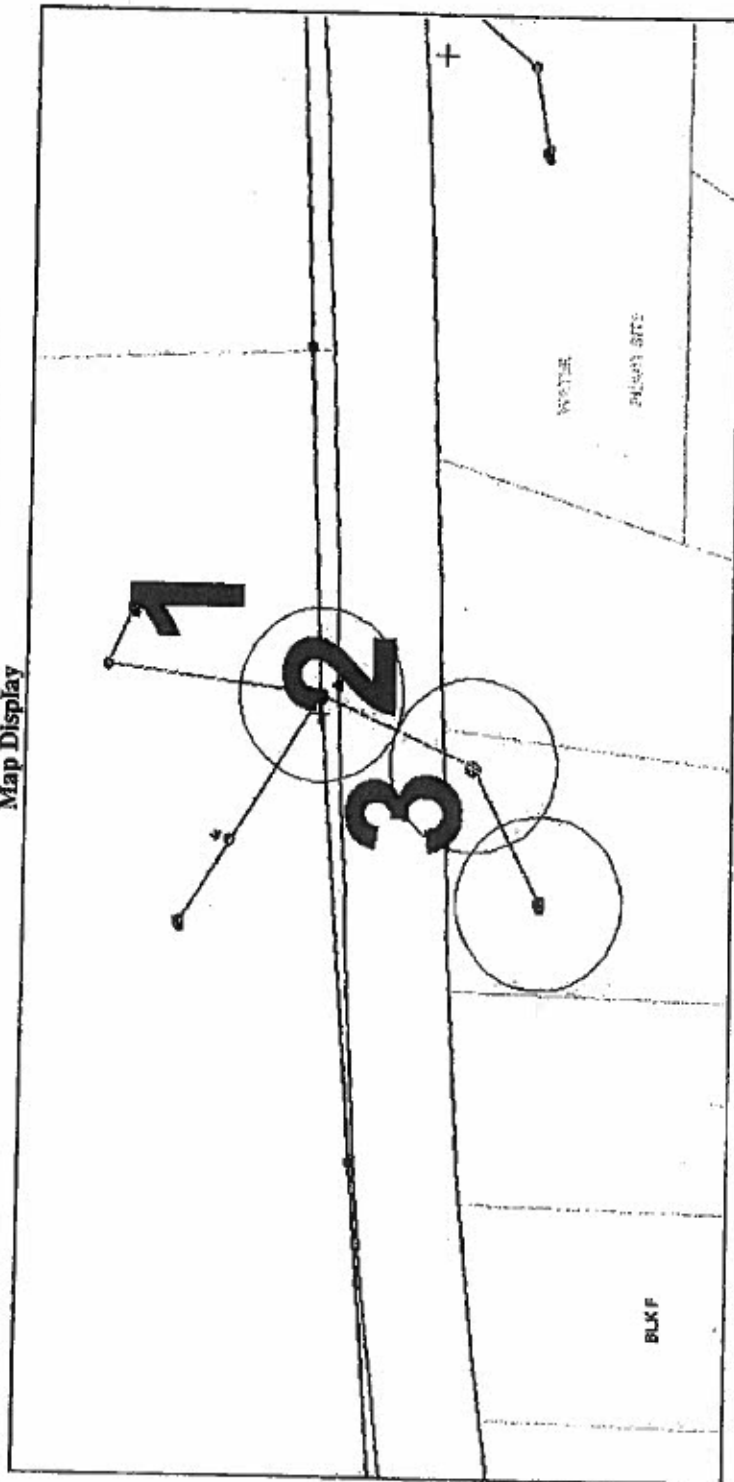
Map Display





Pedernales Electric Cooperative

Map Display



**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # **818**

Application Date: **6/8/2010**

Commissioner Court Approval Date: **7/13/2010**

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**
Company Address: 9115 Circle Drive
AUSTIN, TX

Company Phone: AUSTIN, TX

Company Contact: Brady Karnes

Type of Utility: **Relocate guy wire and anchors**

Road Name: **HAYS COUNTRY ACRES ROAD**

Subdivision:

Pct #: **4**

Specs: Relocate guy wires and anchors

County Provisions: Aerial Crossing to have a Minimum Clearance of 15 feet above Roadway;
Traffic Control Required; Notify Hays County 24 hours prior to Construction.



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 6/8/10

Formal notice is hereby given that Pedernales Electric Cooperative
Company proposes to place a electric distribution
line within the right-of-way of Hays Co. Acres Rd.
as follows: (give location, length, general design, etc.)

Primary wire crosses Hays Co. Acres Rd. @ the corner lot # 43 where road makes sharp turn.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 2 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 28th day of June, 2010.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric Cooperative, Inc.

By (Print) Brady Karnes

Signature [Signature]

Title District Engineering Supervisor

Address 9115 Circle Drive

Austin, Texas 78736

Phone (888) 554-4732 ext. 7920

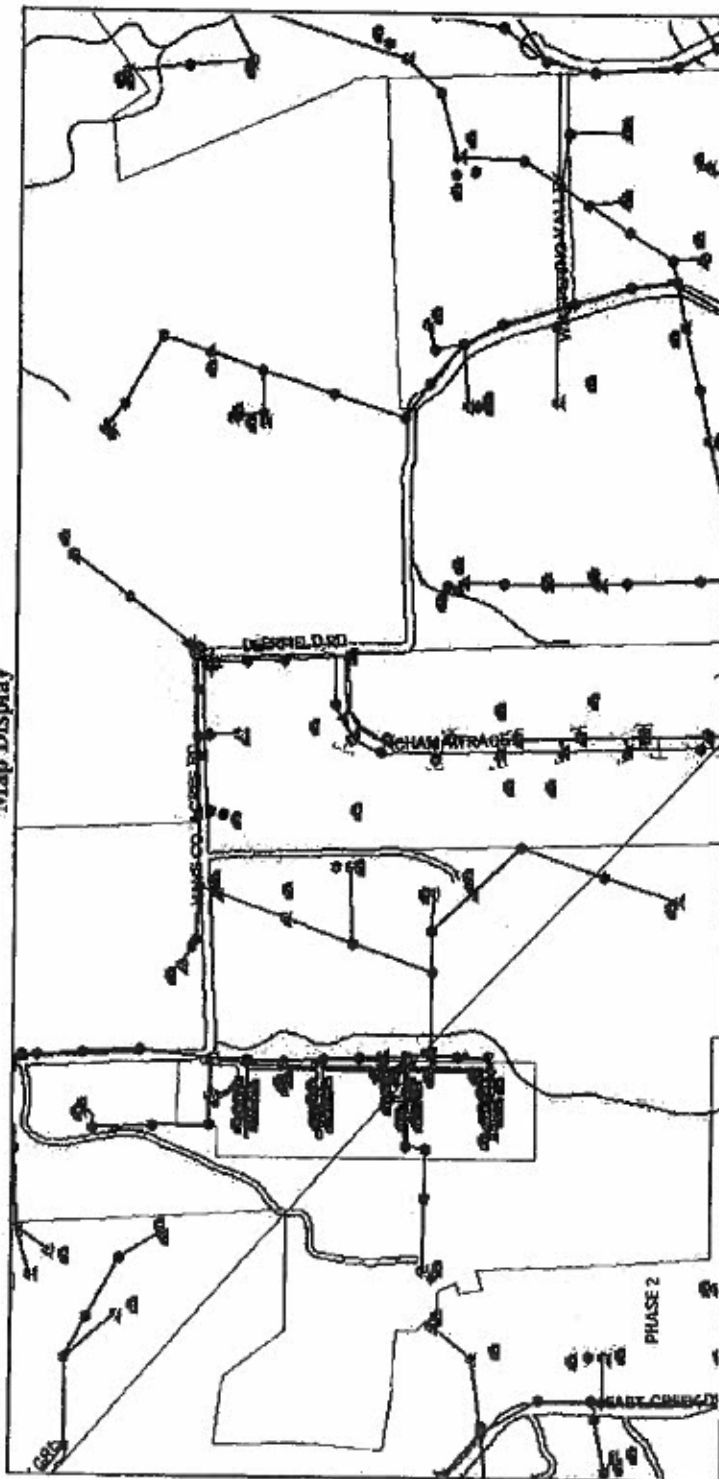
Approved by Hays County Road & Bridge Department	
<u>[Signature]</u> Signature	<u>Inspector</u> Title
	<u>6/23/10</u> Date

June 26, 2004



Pedernales Electric Cooperative

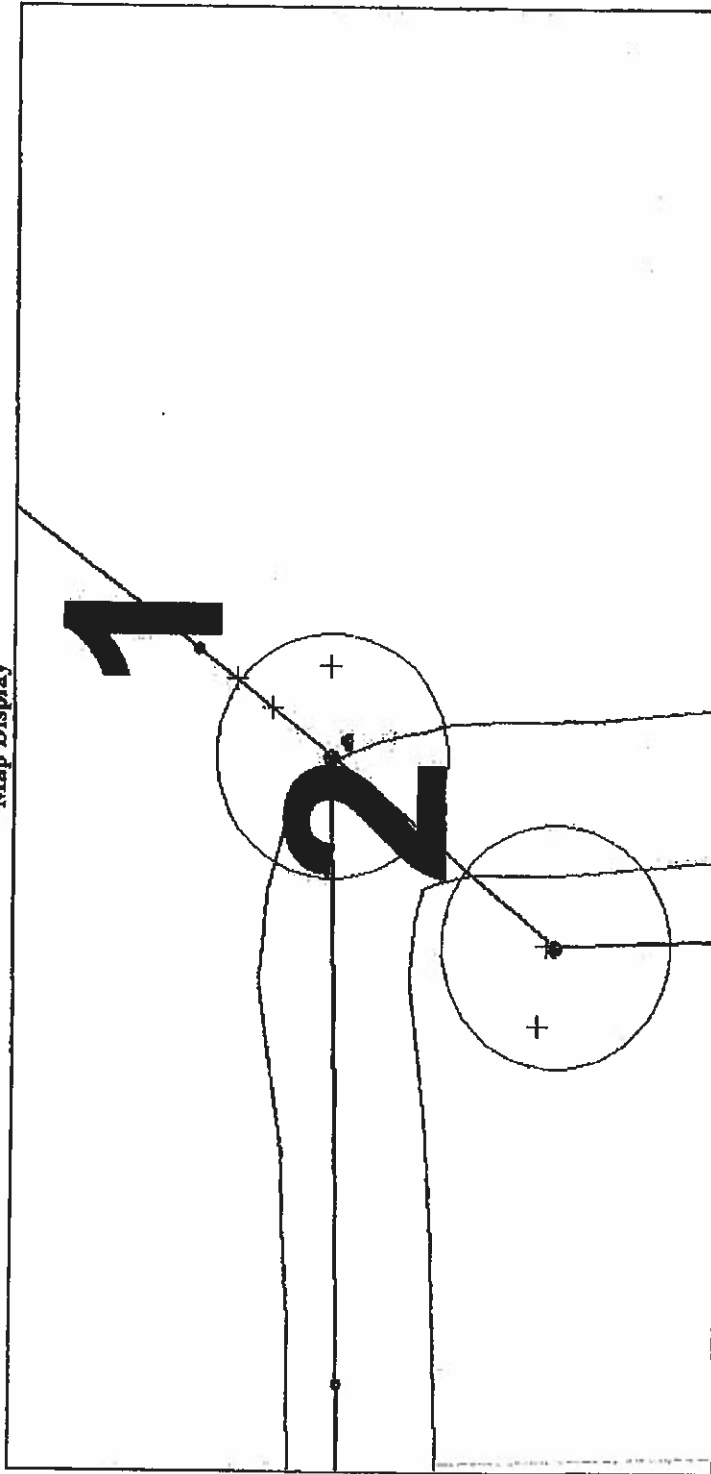
Map Display





Pedernales Electric Cooperative

Map Display



**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 819

Application Date: 6/21/2010

Commissioner Court Approval Date: 7/13/2010

Company Name: **VERIZON**

Company Address: 109 South Llano
Fredericksburg, TX 78624

Company Phone: Fredericksburg, TX 78624

Company Contact: Randy Roberts

Type of Utility: **AERIAL/BURIED TELEPHONE CABLE**

Road Name: Mt Gainor

Subdivision:

Pct #: 4

Specs: Relocate aerial and buried lines in R.O.W. of Mt. Gainor

County Provisions: Line to be Bore & Case; Line to Maintain a minimum of 36 inches in depth;
Bore Pits to be Compacted to 95% Compaction; Traffic Control Required; Notify Hays County
24 hours prior to Construction.



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation
Utility Line on Hays County Right of Way

Date: 08/21/2010

Formal notice is hereby given that Verizon
Company proposes to place a aerial and buried cable lead
line within the right-of way of Mt Gainot Rd
as follows: (give location, length, general design, etc.)

Sections E thru K of Mt Gainot Rd Project as show on attached drawing.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by _____ 1
attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 6th day of July, 2010.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Verizon Southwest

Title Outside Plant Technician

By (Print) Randy Roberts

Address 109 S.Llano

Signature [Handwritten Signature]

Fredericksburg, Texas 78624

Phone _____

Approved by Hays County Road & Bridge Department

[Handwritten Signature]
Signature

Inspector
Title

6/29/10
Date

June 26, 2004

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 countywide self insurance line item to fund two replacement vehicles in the Sheriff's office that were wrecked.

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

PREFERRED MEETING DATE REQUESTED: July13, 2010

AMOUNT REQUIRED: \$42,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5342

REQUESTED BY: Auditor/Sheriff

SPONSORED BY: Sumter

SUMMARY: Two additional vehicles have been wrecked & totaled in the Sheriff's office. We anticipate insurance proceeds to cover most of the cost. The amount of the insurance proceeds have yet to be determined.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the countywide self insurance line item to fund two replacement vehicles in the Sheriff's office that were wrecked.

PREFERRED MEETING DATE REQUESTED: July 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$42,000.00

LINE ITEM NUMBER:001-645-00.5342

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE:Yes

COMMENTS: These are in addition to the one the Court approved two weeks ago.

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:_____

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: Amend budget of County Court @ Law 2

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: \$619

LINE ITEM NUMBER OF FUNDS REQUIRED: \$619 to 001-612-00.5212 Postage
\$619 from 001-612-00.5061 Longevity

REQUESTED BY: Linda Rodriguez Auditors Office

SPONSORED BY: Sumter

SUMMARY: Additional funds are needed in postage and can be transferred from longevity pay savings

Agenda Item Routing Form

DESCRIPTION OF Item: Amend budget of County Court @ Law 2

PREFERRED MEETING DATE REQUESTED: July 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$619.00

LINE ITEM NUMBER: 001-612-00.5212 Postage,\$619 from 001-612-00.5061 Longevity

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: _____

FUND NO. 001
FUND TITLE: GENERAL

		Appropriation before	<u>Amendment</u>		Appropriation as
<u>Line Item - Expenditures</u>		<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<u>COUNTY COURT @ LAW 2 (612):</u>					
001-612-00.5212	Postage	2,200	619		2,819
001-612-00.5061	Longevity	6,010		(619)	5,391

Transfer for needed postage.

ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2010

THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, on the 13th day of July, A.D., 2010, the Commissioners' Court of Hays County, Texas

has determined that a need exists for the reallocation of certain appropriations included in the FY 2010 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2010 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 13th day of July, 2010.

FOR	()	_____
AGAINST	()	ELIZABETH 'LIZ' SUMTER
ABSTAIN	()	COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR	()	_____
AGAINST	()	DEBBIE GONZALES - INGALSBE
ABSTAIN	()	COMMISSIONER, PRECINCT 1

FOR	()	_____
AGAINST	()	JEFF BARTON
ABSTAIN	()	COMMISSIONER, PRECINCT 2

FOR	()	_____
AGAINST	()	WILL CONLEY
ABSTAIN	()	COMMISSIONER, PRECINCT 3

FOR	()	_____
AGAINST	()	KAREN FORD
ABSTAIN	()	COMMISSIONER, PRECINCT 4

ATTEST:

LINDA C. FRITSCHKE
COUNTY CLERK, 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: Discussion and possible action to allow Commissioner Ford to negotiate a professional services contract with Dan Rogers of RDS, Inc. for feasibility study and engineering design of improvements to Elder Hill Road.

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: Not known at this time

LINE ITEM NUMBER OF FUNDS REQUIRED: 5448 (McGregor Bridge budgeted monies that exceeded contracted costs)

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Pct. 4, Karen Ford

SUMMARY:

Elder Hill Road (CR170) has a series of three sharp curves (dog-legs) that require study to determine safety improvements, exploration of alternatives, and engineering design.

Approval of this agenda item will allow for negotiation of a contract that will be brought back to Court for consideration.

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

AGENDA ITEM: Approve Request for Additional Services in the amount of \$13,285.00 as requested by ClaytonLevyLittle Architects for the Restoration of the Old Hays County Jail.

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

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: \$13,285.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 144-676-00.5741

REQUESTED BY: Herzog/Maiorka/Johnson

SPONSORED BY: Sumter

SUMMARY: (see attached letter for detail) Kate Johnson and George Wilcox w/ClaytonLevyLittle will be available to answer any questions.

Agenda Item Routing Form

DESCRIPTION OF Item: Additional Services in the amount of \$13,285.00 as requested by ClaytonLevyLittle Architects for the Restoration of the Old Hays County Jail.

PREFERRED MEETING DATE REQUESTED: July 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$13,285.00

LINE ITEM NUMBER: 144-676-00.5741

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

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: _____

Architects
ClaytonLevyLittle
1001 East 8th Street
Austin Texas 78702
512 477 1727

June 29, 2010

Kate Johnson, Chair
Hays County Historical Commission
4119 FM 150W
Kyle, Texas 78640

RE: "Old Hays County Jail" - Additional Services

Dear Kate,

As we complete our Phase One: Structural Stabilization services, it becomes more evident how vague the line between stabilization and restoration really is.

It has been our shared concern since the beginning that the necessary work for Stabilization would exceed the desired budget, and we understand you have been working to secure additional funds for this first phase. We have designed and documented the most efficient and cost effective scope of work for Stabilization, which includes a reroofing scope of work to mitigate the damaging effects of water on the load bearing masonry walls and foundation.

As drawn, Phase One includes a flat roof over the jail room component of the project, the west portion. This is the most cost-effective solution, but should be considered to be a short term solution because the original roof was a hipped metal roof. We must restore the original hipped metal roof during restoration, and there is good reason to do it now: the incremental cost of building the proper roof now will not be substantial.

There also were chimneys at the perimeter of the west portion, and two at the main building. It would be most expedient to reconstruct these elements, the hipped roof and the four chimneys in the initial phase of work, as the mason and roofer will be on site and will be able to properly integrate these elements into the construction sequence. If this work is not done in Phase One, there will be additional duplicate expenses paid in the long run.

It is our recommendation to include the reconstruction of the hipped roof and the chimneys in our bid package as Add Alternates. The production of the drawings for this scope of work was anticipated in Phase 2 of the restoration and we simply propose to receive Additional Services to include the work in this first phase now. By including these two areas of work (hipped roof and chimneys) in our current bid package, we can provide you with the costs should funding be available.

Broadus and Associates was initially represented to us as being involved in the project as Project Manager and handling many of the administrative duties of this project. Phil Buterbaugh and I discussed his scope of work prior to our providing fees for this project, and we have predicated our fees upon that understanding. As it turned out, Broadus and Associates was never hired to act as the Owner's Representative, and many of the tasks assigned to Phil have been assumed by our firm. We would like to request Additional Services to cover those hours to manage this project. Additionally, please notify our firm of the new Owner's Representative. Please accept this letter as notification that George Wilcox in our office will act as Architect's Representative in lieu of Paul Clayton.

-CONTINUED-

The added items to our scope of service will require more site visits during construction. We currently have three visits included in our contract and estimate that the project may take as many as ten. We would like to request Additional Services to allow the necessary site visits during construction.

The estimated hourly costs for each item discussed above are:

Architectural and Structural detailing of Hipped Roof & Chimneys	\$ 3,900.00
Project Management	\$ 3,700.00
Additional Construction Administration visits	\$ 5,685.00

TOTAL REQUEST FOR ADDITIONAL SERVICES **\$ 13,285.00**

Additional Services will be provided at our standard hourly rates as per our Agreement:

Senior Partner:	\$175/hr
Partner:	\$125/hr
Project Architect:	\$105/hr
Project Manager:	\$85/hr
Intern:	\$75/hr
Clerical:	\$55/hr

Please note that the additional scope of work for Hipped Roof and Chimneys would be necessary during the actual restoration Phase 2 of the project and should not be considered over and above the scope of restoration. It is simply occurring during the Stabilization Phase for efficiency of construction and expense. The expense for the hipped roof and chimneys and the additional Construction Administration visits will be credited towards Phase 2 fees.

Thank you very much for your consideration of this Request for Additional Services. Please give me a call if you have any questions.

Best regards,

Paul Clayton

Paul Clayton, AIA

Acceptance of Proposal: _____ date _____

CC: Cindy Maiorka, Hays County Purchasing Manager

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: Authorize approval of contract with ClaytonLevyLittle for the RFQ #2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail and authorize County Judge to execute same.

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

PREFERRED MEETING DATE REQUESTED: July 14, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Johnson

SPONSORED BY:

SUMMARY: The selection of ClaytonLevyLittle was approved in Commissioners Court on April 21, 2009 for the RFQ #2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail. This agenda item is to approve the contract with ClaytonLevyLittle so that they may start the project.

Architects
ClaytonLevyLittle
1001 East 8th Street
Austin Texas 78702
512 477 1727

July 3, 2009

Kate Johnson, Chair
Hays County Historical Commission
4119 FM 150W
Kyle, Texas 78640

RE: "Old Hays County Jail"

Dear Kate:

We are pleased to provide you with the following two-part proposal for our services as Architect for the Restoration of the Old Hays County Jail. The Scope of Work is described as follows:

Part One: Structural Stabilization Plan for the Old Hays County Jail

I.	ANALYSIS & DOCUMENTATION OF EXISTING CONDITIONS a) Prepare drawings of existing conditions - Use electronic CAD files obtained from previous architect, Jeffrey Kester, AIA, to verify existing conditions and provide a working set of drawings to the Structural Engineer. b) Photographic documentation of existing conditions.	\$ 2,800
II.	CONCEPTUAL DESIGN STUDY for adaptive reuse of Jail to become Jack C. Hays Museum; will include overall Site Plan, Floor Plans and perspective sketch of the exterior.	\$ 2,800
III.	COORDINATION with Texas Historical Commission - provide required documentation, submittals and review necessary for a building with State Archeological Landmark designation.	\$ 1,000
IV.	STRUCTURAL STABILIZATION DOCUMENTS WITH SPECIFICATIONS Prepared by Pat Sparks, Structural Engineer	\$ 14,300
V.	BID NEGOTIATIONS- Assist Owner with selection of eligible contractors and procuring bids for the work.	\$ 1,200
VI.	CONSTRUCTION OBSERVATION - Three on-site meetings with Contractor and Owner to review progress of construction.	\$ 3,500
VII.	REIMBURSABLE EXPENSES (see below) Not To Exceed	\$ 750
Total Proposed Fee for Part One: Structural Stabilization Plan		\$ 26,350

The Part One Document will enable Hays County to procure competitive bids for the stabilization work and will also be a useful tool in fund-raising efforts for completion of Part Two.

-CONTINUED-

Part Two: Architectural Services for Restoration/Adaptive Reuse of the Old Hays County Jail:

I.	DESIGN DEVELOPMENT of the Conceptual Design Study for the adaptive reuse of the jail to become the Jack C. Hays Museum with the existing Shed to be re-purposed to serve as accessible Restrooms for the site. Design assumes reuse of existing Jail building only, with no expansion of footprint. Overall analysis of the site will include study of the Calaboose building and possible creation of an overall jail complex.	
II.	INTERIM REVIEW MEETINGS with Hays County Historical Commission; these will include discussions of programming for future use of the building.	\$ 22,000
III.	COORDINATION with Texas Historical Commission - provide required documentation, submittals and review necessary for buildings with State Archeological Landmark designation.	\$ 5,000
IV.	CONSTRUCTION DOCUMENTS: Site Plan, Civil Engineering Drawings, Floor Plans, Elevations, Interior Elevations, Details, Electrical Plan, and Structural Plans, Details and Specifications. It is anticipated that the design of the hvac system will be done by the selected subcontractor during the time of construction, therefore no mechanical, electrical or plumbing drawings will be included in this set of documents. If it is later determined to be necessary, this will be an Additional Expense to the Owner and will be presented for approval prior to commencement of work.	\$ 3,000
V.	BID: Assist Owner with selection of eligible contractors and procuring Bids for the work.	\$ 25,000
VI.	CONSTRUCTION ADMINISTRATION: Bi-weekly site visits to observe progress of work and preparation of reports of each meeting. Field contractor's questions and review submittals. Final selection of finishes, materials and colors.	\$ 5,000
VII.	REIMBURSABLE EXPENSES (see below) not to exceed	\$ 20,000
		\$ 2,000
Total Proposed Fee for Part Two: Architectural Services		\$ 82,000

Proposed Fee for Part 2 is good for up to one year from date of this Proposal, at which time Architect reserves the right to adjust Proposal to current rates. If the Scope of the Project or the Scope of ClaytonLevyLittle's services changes, the Fee will be equitably adjusted.

You will be billed monthly based upon percentage of work completed in the categories above, as well as for reimbursable expenses such as printing, mileage and long distance telephone. These are listed as not-to-exceed amounts under each of the Parts above. All permit fees and Bid Documents will be at the Owner's expense, outside of the Reimbursable Expense categories above. Payments due which remain unpaid after 15 days from the invoice date shall bear interest at 18% per annum.

-CONTINUED-

ADDITIONAL SERVICES

Should Owner request any services outside the Scope of this Proposal, Additional Services will be provided at our standard hourly rates:

Senior Partner:	\$175/hr
Partner:	\$125/hr
Project Architect:	\$105/hr
Project Manager:	\$85/hr
Intern:	\$75/hr
Clerical:	\$55/hr

LIMITATIONS

In accordance with state law Owner is notified of the following:

Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701, 512.305.9000, www.tbae.tx.us has jurisdiction over complaints regarding the practice of person registered as architects in the State of Texas.

The Owner agrees to indemnify and hold harmless concerning acts made in good faith relative to this project and that the maximum amount of damages for which the architect may be held liable shall not exceed the total fee paid to the architect under this agreement less any reimbursable expenses.

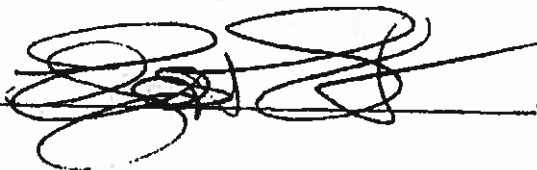
We are ready to begin work immediately and sincerely appreciate being selected for this very important project. Please do not hesitate to call if you have questions about this proposal. Upon your acceptance of this proposal, we will prepare the standard AIA contract, B141 Standard Form of Agreement Between Owner and Architect, or you may submit your own contract if you prefer.

Best regards,

Paul Clayton

Paul Clayton, AIA

Acceptance of Proposal:



date

7-14-09

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 with possible action to execute a five-year license and support agreement with Hart Intercivic for county voting equipment in order to take advantage of a freeze on rates for the duration of the agreement.

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

PREFERRED MEETING DATE REQUESTED: 07-13-10

AMOUNT REQUIRED: Additional Funds should not be needed

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Joyce A. Cowan

SPONSORED BY: Sumter

SUMMARY: a rate freeze on our support agreement with Hart would avoid a 4% increase for the next five years and would save us almost \$32,000.00.



**ADDENDUM TO THE
WARRANTY, SUPPORT, AND LICENSE AGREEMENT**

This Addendum to the Warranty, Support and License Agreement ("Addendum") is made as of _____, 2010 ("Addendum Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and _____ ("Client"), a governmental subdivision of the State of _____.

WHEREAS, Hart and Client entered into a Warranty, Support, and License Agreement on or about _____, 20____, (the "Agreement"); and

WHEREAS, Hart and Client desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Hart and Client hereby agree to amend certain of the provisions of the Agreement as follows:

- 1) **Definitions**. The following terms shall have the following respective definitions. Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement for such term.
 - a) "Base Year" means _____.
 - b) "Initial Term Commitment Period" means _____ years.
 - c) "Revised Termination Date" means _____.
 - d) "Second Term Commitment Period" means three (3) years.
- 2) **Initial Term Commitment**. The term of the Agreement shall be extended by the Initial Term Commitment Period such that it now ends on the Revised Termination Date. The Annual Fee for each year of the Initial Term Commitment Period shall be equal to the Annual Fee for the Base Year.
- 3) **Second Term Commitment**. After the Initial Term Commitment Period, Client may elect to renew for a period equal to the Second Term Commitment Period by sending written notice to Hart. For the Second Term Commitment Period, Hart may increase the Annual Fee one time at the beginning of such period by a maximum of four percent (4%) of the Annual Fee for the Base Year, and such adjusted fee shall apply for the remainder of the Second Term Commitment Period.
- 4) **Post-Commitment**. After the Initial Term Commitment Period and, if elected by the Client pursuant to Section 3 above, the Second Term Commitment Period, the Agreement may be renewed for subsequent one (1) year renewal terms at Client's discretion pursuant to the renewal provisions set forth in the Agreement. For each such one (1) year period, the Annual Fee may be increased in Hart's discretion subject to any maximum increase limits set forth in the Agreement.

- 5) **Applicability and Additional Equipment.** This Addendum and the services provided pursuant thereto apply only to the Hart Voting System version 6.x. Notwithstanding the rest of this Addendum, to the extent that Client purchases additional equipment or software during the Revised Term or thereafter, Client's Annual Fee will be increased accordingly pursuant to the Agreement and as mutually agreed upon by and between Client and Hart.
- 6) **Early Termination.** In the event that the Agreement is terminated prior to the end of the Revised Term either by Client for any reason other than as a result of Hart's default as defined in the Warranty, Support and License Agreement or by Hart as a result of Client's breach, Client shall pay to Hart a termination fee equal to the Annual Fee determined in accordance with Section 1 above, multiplied by the number of years remaining in the Revised Term for which the Annual Fee has not yet been paid. In addition, Client shall not be entitled to any refund or credit for Annual Fee payments made prior to such early termination.
- 7) **Representations.** Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform and carry out its obligations hereunder, (ii) the persons executing this Addendum on its behalf have express authority to do so, and, in so doing, to bind the party thereto; and (iii) the execution, delivery, and performance of this Addendum does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party.
- 8) **General.** This Addendum supersedes the relevant provisions of the Agreement and any prior amendments thereto. All unaffected provisions of the Agreement are and shall remain valid and binding in accordance with the terms of the Agreement. This Addendum is governed by the laws of the State of Texas without regard to principles of conflict of laws. This Addendum may be executed in multiple counterparts. Facsimile signatures shall be valid and binding.

IN WITNESS WHEREOF, the parties have entered into this Addendum to the Agreement as of the Addendum Effective Date.

Agreed and Accepted:

Client

Name:
Address:

Primary Phone:
Facsimile:
E-mail:

Hart

Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, Texas 78728
Attn.: Phillip W. Braithwaite
800-223-4278
800-831-1485
pbraithwaite@hartic.com

Executed By: _____

Name:
Title:

Phillip W. Braithwaite
Senior Vice President & General
Manager

This Addendum is not effective until executed by both parties.

Renewal Date 10/1/2010

For estimation purposes only.

Taxes are not included in these calculations.

Enter Annual Increase

4.0%

5 Year Commitment

Business As Usual

2010	\$ 50,094.00
2011	\$ 52,097.76
2012	\$ 54,181.67
2013	\$ 56,348.94
2014	\$ 58,602.89
2015	\$ 60,947.01
Total	\$ 282,178.27

2016	\$ 63,384.89
2017	\$ 65,920.29
2018	\$ 68,557.10
Total	\$ 197,862.28

Five Year Commitment

2010	\$ 50,094.00
2011	\$ 50,094.00
2012	\$ 50,094.00
2013	\$ 50,094.00
2014	\$ 50,094.00
2015	\$ 50,094.00
Total	\$ 250,470.00

5 Year Savings \$ 31,708.27

2016	\$ 52,097.76
2017	\$ 52,097.76
2018	\$ 52,097.76
Total	\$ 156,293.28

3 Year Savings \$ 41,569.00

Total Savings \$ 73,277.27

3 Year Commitment

Business As Usual

2010	\$ 50,094.00
2011	\$ 52,097.76
2012	\$ 54,181.67
2013	\$ 56,348.94
Total	\$ 162,628.37

2014	\$ 58,602.89
2015	\$ 60,947.01
2016	\$ 63,384.89
Total	\$ 182,934.80

Three Year Commitment

2010	\$ 50,094.00
2011	\$ 50,094.00
2012	\$ 50,094.00
2013	\$ 50,094.00
Total	\$ 150,282.00

3 Year Savings \$ 12,346.37

2014	\$ 52,097.76
2015	\$ 52,097.76
2016	\$ 52,097.76
Total	\$ 156,293.28

3 Year Savings \$ 26,641.52

Total Savings \$ 38,987.88

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

AGENDA ITEM: Discussion and possible action to accept and approve Construction Documents and the updated Guaranteed Maximum Price Proposal, as presented by Flynn Construction and Polkinghorn Group.

CHECK ONE: CONSENT *X* ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Newsom

SPONSORED BY: SUMTER

SUMMARY: Back up was delivered on June 22nd to each Commissioner

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 Bill of Sale to 1997 Circle N Ranch Limited for the purchase price of \$2000.00 and approve associated Resolution.

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

Checked with Luanne Caraway, Tax Assessor and she is satisfied with agreement.

McCREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW

P.O. Box 26990
Austin, Texas 78755
gbragg@mvalaw.com

GILBERT T. BRAGG
ATTORNEY AT LAW

TELE. 512-451-9000
FAX. 512-454-1881

June 17, 2010

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

Re: Cause No. 2009-0387, County of Hays vs. Troy A. Dane III

Dear Judge Sumter:

The property (a manufactured home) in the above referenced tax suit was offered for sale by the Constable of Hays County. No one bid on the property, and it was bid in trust to the County of Hays, Trustee for itself and the Hays Consolidated Independent School District. 1997 Circle N Ranch Limited has tendered an offer of \$2,000.00 to purchase said property.

It is interesting to note that this manufactured home was abandoned by its owner and is situated on real property owned by 1997 Circle N. Ranch Limited. Under Texas law the owner of real property on which a manufactured home owned by another is located may declare the home abandoned if the home has been continuously unoccupied for at least four months and any indebtedness secured by the home (including taxes) is also delinquent. Such declaration of abandonment entitles the land owner to secure title to the home without paying the taxes. Accordingly, I recommend that this offer be accepted.

Please place the enclosed Resolution on the Court's agenda at your earliest opportunity. The Resolution details the amount of taxes due to each taxing jurisdiction in the judgment. The County of Hays, Trustee will first pay the expenses of the suit and sale. The remainder will be distributed to the taxing jurisdictions on a prorated basis as shown in the judgment. Otherwise, I believe that the Resolution is self explanatory. If you have any questions, please call me. If you feel that it is necessary for me to be present at the meeting when this item is discussed, please call me and we will set up a time.

Please send me a copy of the Resolution after it has been signed, and I will continue the steps necessary to dispose of this property. I have enclosed as self addressed stamped envelope for your convenience.

Sincerely yours,



Gilbert T. Bragg
GTB:csw
Enclosures

RESOLUTION

Whereas, Cause No. **2009-0387, County of Hays vs. Troy A. Dane, III** was filed in the District Court of Hays County, Texas to collect delinquent taxes on the following described property, to wit:

A manufactured home only, Label #TEX0213123, situated on Lot 26, Circle N Ranch Section 2, Hays County, Texas

Whereas, the District Court of Hays County, Texas granted Judgment on August 27, 2009, in favor of the taxing jurisdictions of Hays County as follows:

County of Hays	\$1,095.25
Hays Consolidated ISD	\$2,718.54
Total Due	\$3,813.79
Market Value	\$24,370.00

(According to Hays Central Appraisal District)

Whereas, said manufactured home was offered for sale on December 1, 2009 by the Constable of Hays County at public auction pursuant to judgment of the District Court of Hays County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes and accrued penalty and interest; and

Whereas, said manufactured home did not receive a sufficient bid as set by law and was struck off to the **County of Hays, Trustee**, in trust for itself and Hays Consolidated Independent School District pursuant to Section 34.01 (c) Property Tax Code; and

Whereas, said manufactured home is located on property owned by 1997 Circle N Ranch Limited; and

Whereas, 1997 Circle N Ranch Limited has notified the Hays County Tax Collector, in writing, that said home has been abandoned by its owner on real property owned by 1997 Circle N Ranch Limited; and

Whereas, pursuant to §1201.217 of the Texas Occupations Code, the owner of real property on which a manufactured home owned by another is located, may declare the home abandoned if the home has been continuously unoccupied for at least four months and any indebtedness secured by the home (including taxes) is also delinquent.

Whereas, such declaration of abandonment entitles the land owner to secure title to the home without paying the indebtedness; and

Whereas, 1997 Circle N Ranch Limited has tendered an offer of \$2,000.00 to purchase said property; and

Whereas, the taxing units involved desire to resell said manufactured home in an expeditious manner pursuant to Section 34.05 Property Tax Code.

Wherefore, Be It Resolved that the Commissioner's Court for the **COUNTY OF HAYS** does hereby authorize the presiding officer of this body to execute a Bill of Sale to 1997 Circle N Ranch Limited for the purchase price of \$2,000.00.

This resolution is adopted on this the _____ day of _____, 2010 by the Commissioner's Court the COUNTY OF HAYS.

COUNTY JUDGE

COUNTY CLERK

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: Discussion and Possible action to approve add alternates submitted by Balfour Beatty for the Hays County Government Center, specifically a water collection system for irrigation and future underground electrical conduit and power construction cost.

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: \$149,247 (for construction)

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: This is a follow-up to the discussion we had in court two weeks ago.

Bob Hinkle will be providing details and costs for t system in court.

The construction cost estimate has been reduced from \$280,000 to \$149,247

Agenda Item Routing Form

DESCRIPTION OF Item: Approve add alternates submitted by Balfour Beatty for the Hays County Government Center, specifically a water collection system for irrigation and future underground electrical conduit and power construction cost.

PREFERRED MEETING DATE REQUESTED: July 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$149,247.00

LINE ITEM NUMBER: 005-850-94-489.5611 (Gov't Center Construction)

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

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

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

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

AGENDA ITEM: Discussion and Possible action to select a commissioning agent as recommended by Broaddus and Assoc. and the building committee; and to authorize the County Judge to execute a contract for commissioning services once reviewed by program manager and legal counsel.

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

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: not to exceed \$100,000 (budgeted)

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.

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 between Hays County and MGT of America, Inc. for services related to implementation of recommendations from the MGT Criminal Justice System Assessment and Jail Population Study for Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: \$22,000 (same as discussed in Court two weeks ago)

LINE ITEM NUMBER OF FUNDS REQUIRED: County-wide consulting

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY: MGT recently completed a study of the criminal justice process in Hays County and reported both findings and recommendations back to the Hays County Commissioners Court. These were based on almost a year's analysis of data and repeated meetings with internal stakeholders, with input and oversight from Broaddus. While the Court has recognized that many of the study's recommendations would be beneficial to the criminal justice process in Hays County, existing human resource workloads dictate that Hays County staff will not likely be able to implement those recommendations without external assistance. Two weeks ago the Court instructed Mark Kennedy to work with MGT to bring back a proposed agreement for "Phase 2" services. This Agreement for additional work will help the county create an on-going Criminal Justice Steering Committee and work with those members to prioritize the recommendations that came out of the study. The idea is to rally early efforts around recommendations that have broad support, urgency, and possibilities for immediate pay-off in efficiencies and cost savings for taxpayers. The study itself was presented to the Commissioners Court in draft form over the winter, revised, then presented in final draft in April and formally accepted at the end of May.

The Agreement was prepared by Mr. Kennedy in concert with MGT, as requested by the Court.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute a Professional Services Agreement between Hays County and MGT of America, Inc. for services related to implementation of recommendations from the MGT Criminal Justice System Assessment and Jail Population Study for Hays County.

PREFERRED MEETING DATE REQUESTED: July 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$22,000.00

LINE ITEM NUMBER: COUNTY WIDE 001-645-00.5448 (Contract Svs)

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Consultant that performed the study.

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: _____

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **MGT of America, Inc., a Texas for profit corporation** (hereinafter "Contractor"), whose primary place of business is located at 502 East 11th Street, Suite 300 Austin, Texas 78701, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the **13th day of July, 2010** (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Contractor recently completed a study of the criminal justice process in Hays County and reported findings back to the Hays County Commissioners Court. While the Court recognizes that many of the study's recommendations would be beneficial to the criminal justice process in Hays County, existing human resource workloads dictate that Hays County staff will not likely be able to implement those recommendations without external assistance. This Agreement will result in a prioritization of the study's recommendations and the establishment of a criminal justice coordinating committee that will assist with implementation of those priorities.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed on or about the 1st of October, 2010 (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on phased-payment basis, which shall be invoiced by Contractor simultaneous with each phase's corresponding deliverable, as cited in Exhibit "A". The Parties agree that each of five (5) phases shall be invoiced at a rate of \$4,4000; and the County shall pay Contractor a total fee not to exceed \$22,000.00 for the Work performed under this Agreement. The wage schedule cited in Exhibit "B" shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment).

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement at the end of each phase cited in Exhibit "A". The County agrees to promptly pay all undisputed invoices by sending payment to Contractor's address stated in Section 8, below. The County shall owe Contractor an additional one percent (1%) per month on the unpaid balance of any undisputed invoice, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

7. NOTICE OF COMPLETION

The County's receipt of an invoice from Contractor shall serve as Contractor's notice of completion for that phase of the Work. The County may dispute the completion of any phase by sending Notice of deficiencies to Contractor. If the County sends such Notice to Contractor, then the time for payment cited in Section 6, above, shall toll until Contractor corrects any and all deficiencies, to the County's satisfaction.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: Mark Kennedy, 111 E. San Antonio, Suite 204 San Marcos, Texas 78666; Facsimile - (512)393-2246; Email - mark.kennedy@co.hays.tx.us.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: MGT, c/o Natacha Peláez-Wagner, 502 East 11th Street, Suite 300, Austin, Texas 78701; Facsimile - (512) 476-4699; Email - nwagner@mgtamer.com.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this

Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2, 3, 4, 5, 10, 12, 14, 15, 16, 17, 18, 20, and 21.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises

under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County Texas

Contractor

By: Judge Elizabeth Sumter

By: Bob Lauder

Hays County Judge

Senior Partner

EXHIBIT A

Scope of Work

- Conduct two facilitated sessions with criminal justice system stakeholders to help the county prioritize the justice system assessment recommendations for implementation:
 - Session one: a “kick-off” session with participants to provide an overview of goals, timeline, and reporting methods as well as a description of how the sessions will be conducted. During the kick-off session, stakeholders will be reacquainted with justice assessment recommendations and advised on how they can take part in the prioritization effort. Attendees will have an opportunity to ask questions and respond to session goals, timeline, reporting method and session format.
 - Session two: a facilitated input process so all participants can be heard. The prioritization effort will be documented and reviewed by the group to ensure the prioritized list of recommendations accurately reflects the group’s suggestions.
 - A summary report will be presented to commissioners’ court outlining the prioritization decision-making process and the stakeholders’ suggested priorities.
- Establishment of a Criminal Justice Coordinating Committee for Hays County.
 - Determine invitees to an initial meeting regarding the creation of a criminal justice coordinating committee, and assist with the logistics to prepare for the meeting.
 - An experienced facilitator will work with the county in the creation and set up of the formal committee. Through a series of scheduled meetings, MGT will facilitate the establishment of the membership composition of the committee and creation of its formal structure, to include:
 - frequency of meetings;
 - responsibility for scheduling of meetings, securing meeting locations, and disseminating meeting agendas;
 - committee membership, including officers, voting and non-voting members, and authorized designees;
 - development of committee mission, goals, and by-laws;
 - responsibility for recording of meeting minutes, transcription, and dissemination; and
 - accountability for follow up tasks and assignments between meetings.

Exhibit A, cntd.

Payment Schedule

Deliverable	Professional Fees
Justice System Assessment Prioritization of Recommendations, Session One	\$4,400
Justice System Assessment Prioritization of Recommendations, Session Two	\$4,400
Justice System Assessment Prioritization of Recommendations, Summary Report to Commissioners' Court	\$4,400
Establishment of Criminal Justice Coordinating Committee-preliminary meeting preparations	\$4,400
Completion of organizational structure for Criminal Justice Coordinating Committee*	\$4,400
Total Professional Fees	\$22,000

* Will include information on:

- frequency of meetings;
- responsibility for scheduling of meetings, securing meeting locations, and disseminating meeting agendas;
- committee membership, including officers, voting and non-voting members, and authorized designees;
- development of committee mission, goals, and by-laws; and
- responsibility for recording of meeting minutes, transcription, and dissemination.

EXHIBIT B

Consultant Fees

Services provided by Consultant shall be billable in phases based on an estimate of hourly fees associated with the Work. Consultant services that result in an amendment to the Scope of Work are to be paid at the below-identified rates per hour for time spent by Consultant and will be due and payable upon invoicing by Lead/Prime Consultant monthly or approximately every thirty (30) days.

Project Team Member	No. Hours	Hourly Rate	Total Fees
Natacha Peláez-Wagner	75	\$170	\$12,750
Suzanne Bradford	46	\$150	\$6,900
Margo Frasier	7	\$170	\$1,190
Glenn Like	10	\$76	\$760
Michelle García	8	\$50	\$400
Total Hours/Fees	146		\$22,000

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any,
are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

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 Closing Documents associated with ROW acquisition of Parcel 20 on RR12.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: The Commissioners Court adopted a resolution regarding ROW acquisition on or about June 23, 2009. That resolution was amended on June 8, 2010 to account for, among other things, the possibility that some ROW acquisition would be performed at a price slightly greater than market value. The resolution stated that any proposed price that exceeds market value by more than 10% would need to be brought back to Court for consideration. That is the basis for this item. Although the counteroffer from the owners of this parcel does exceed market value plus 10%, HRM (Hays County's consultant for ROW acquisition) recommends execution of Closing documents. There are a number of similar counteroffers that are not recommended by HRM, and those parcels have not been placed on the agenda for consideration.

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

AGENDA ITEM: Discussion and possible action to merge the Veterans Services Office and the Personal Health Department.

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

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: JUDGE 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: Departmental budget review. Possible action may follow.

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

PREFERRED MEETING DATE REQUESTED: July 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: 10AM - Sheriff Office and Jail.

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:

Executive Session pursuant to Section 551.074, Texas Government Code, to interview, discuss and deliberate the appointment of a Veteran Services Officer. Action may follow in open court.

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

PREFERRED MEETING DATE REQUESTED: Tuesday, July 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sumter

SPONSORED BY: Sumter

SUMMARY: Executive Session pursuant to Section 551.074, Texas Government Code, to interview, discuss and deliberate the appointment of a Veteran Services Officer. Action may follow in open court.