

**Commissioners Court -September 6, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at 9:00 A.M. on the 6th day of September, 2011, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag

ROLL CALL

PRESENTATIONS & PROCLAMATIONS

1	4	Presentation by LULAC Council 4876 "The New Generation" to Hays County. INGALSBE
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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.

2	5	Approve payments of county invoices. HERZOG
3	6-11	Approve Commissioners Court Minutes of August 30, 2011. COBB/GONZALEZ
4	12-23	Authorize County Judge to execute contract for up to \$12,000.00 from the Texas Department of State Health Services for the Title V Prenatal program. INGALSBE/HARGRAVES
5	24-35	Authorize the County Judge to execute contract for up to \$192,341.00 from the Department of State Health Services for the Immunization program. INGALSBE/HARGRAVES
6	36-43	Authorize County Judge to renew the Tuberculosis contract for the Hays County Personal Health Department with Texas Department of State Health Services for \$14,710.00. INGALSBE/HARGRAVES
7	44-49	Approve renewal of Doctors' annual contracts to provide physician services and supervision for the Hays County Personal Health Department Women's Health Clinic and its Nurse Practitioner. The collaborating doctors are: Dr. Barrett Randall Blau, MD, Dr. Teresa Irwin, MD, Dr. Beth D. Reid, MD, and Dr. Kari Fay, MD. INGALSBE/HARGRAVES
8	50-60	Authorize the County Judge to execute contract for up to \$51,463.35 from the Department of State Health Services for the RLSS-Local Public Health Services grant. INGALSBE/HARGRAVES
9	61-93	Approve specifications and authorize purchasing to advertise for Request For Proposals for Wayfinding and Signage for the Hays County Government Center. INGALSBE
10	94-96	Approve contract for Dr. Charles P. Anderson, M.D., to provide consultation and supervisory services for the Hays County Personal Health Department Women's' Health clinic. INGALSBE/HARGRAVES
11	97-100	Approve the renewal of annual agreement related to the appointment of Dr. Charles P. Anderson, MD as the Hays County Local Health Authority pursuant to Chapter 121.023, Texas Health and Safety Code. INGALSBE/HARGRAVES
12	101-104	Approve renewal of contracts for Dr. Charles P. Anderson, MD and Dr. Alberto Santos, DO to provide services for the Hays County Personal Health Department Family Clinic. INGALSBE/HARGRAVES
13	105-107	Amend the Budget of Constable Pct 3 for supplies from equipment savings. CONLEY
14	108-110	Amend Information Technology budget to purchase an HP Pro Curve switch for the EMC Building. COBB/TURNER/MCGILL
15	111-112	Amend the Budget of Courthouse Security Fund for Continuing Education. COBB
16	113-117	Discussion and possible action to authorize the County Judge to accept and execute service agreement renewal with Appriss for the Victim Information and Notification Everyday (VINE) program for up to \$30,710.00. COBB/HAUFF

17	118-138	Discussion and possible action to authorize the County Judge to accept and execute a Maintenance Grant Contract from The Office of the Attorney General in the amount of \$30,710.00 for statewide crime victim notification service (SAVNS) and to amend the budget accordingly. COBB/HAUFF
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ACTION ITEMS

ROADS

18	139	Hold a Public Hearing, with possible action, to establish traffic regulations (school zone) on Posey Road between the Railroad Tracks West to Hunter Road. INGALSBE
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SUBDIVISIONS

19	140-142	11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (5 lots). Discussion and possible action to approve final plat. WHISENANT/BOTKIN
20	143-144	11-4-25 Roadrunner Ridge Subdivision (2 lots). Discussion and possible action to consider approval of preliminary plan. WHISENANT/BOTKIN

MISCELLANEOUS

21	145-157	Discussion and possible action to authorize the County Judge to execute an Interlocal Assistance Agreement for continuance of the Regional Auto Theft Enforcement Task Force. COBB/CUTLER
22	158-164	Discussion and possible action to approve the 2012 Sheriff's and Constables' fees. COBB/GONZALEZ
23	165-167	Discussion and possible action to adopt a resolution in support of the I-35 Frontage Roads project in Precinct 2. JONES
24	168-170	Discussion and possible action to adopt a resolution in support of the FM 150 Realignment project in Precinct 2. JONES
25	171-179	Discussion and possible action to authorize the County Judge to execute an Extension of the Contract with Smith Robertson for work specifically related to approval and construction of FM 1626. JONES
26	180-184	Discussion and possible action to authorize the County Judge to execute a letter to TXDOT, explaining Hays County's position on the FM 110 project and the 3 rd Amendment to the Pass Through Toll Agreement. INGALSBE
27	185-197	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with TxDOT for inspection services for Pass-Through projects. COBB
28	198	Discussion and possible action to authorize the County Judge to adopt a Standard Project Construction Manual for future use on projects let by Hays County within the Pass Through Program. JONES
29	199-214	Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the Kennedy Consulting, Ltd. Professional Service Agreement and the Supplemental Work Authorization No. 2 to Work Authorization No. 1 for necessary additional construction phase services on the RM 12 at Sports Park project in Precinct 4. WHISENANT
30	215-217	Discussion and possible action to authorize the County Judge to execute a Letter of Intent with Lott Brothers Construction Company for construction of the Precinct 2 building. JONES
31	218-230	Discussion and possible action to authorize the County Judge to accept and execute a grant award contract from the U.S. Department of Justice, Office of Justice Programs, under the FY11 Edward Byrne Memorial Justice Assistance Grant (JAG) program for equipment for the District Clerk's Office, District Attorney's Office and County Court-at-Law in the amount of \$12,165.00. INGALSBE
32	231-233	Discussion and possible action to authorize a Commercial OSSF Permit at 312 Grande, Driftwood, TX in Precinct 4. WHISENANT/GARZA
33	234	Discussion and possible action to approve formation and general representation of a stakeholders group to provide input and feedback on the Jacob's Well development project. CONLEY/HAUFF

WORKSHOP

34	235-254	10:00 A.M. Progress Report by the Greater San Marcos Partnership. CONLEY/MADISON
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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.

35	255	Executive Session pursuant to §551.087 of the Texas Government Code, to discuss Economic Development negotiations including Project Demeter and Project Sky Blue. CONLEY
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STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

36	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
37	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. INGALSBE
38	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB
39	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 2nd day of September, 2011

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

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: Presentation by LULAC Council 4876 "The New Generation" to Hays County.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

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Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

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

PREFERRED MEETING DATE REQUESTED: 9/6/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF AUGUST 30, 2011.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 30TH DAY OF AUGUST A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
RAY O. WHISENANT JR	COMMISSIONER, PCT. 4
LIZ Q. GONZALEZ	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Whisenant gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Sam Brannon – San Marcos resident, Darrell Ayres Constable Pct 3, and James Kohler Constable Pct 2 made public comments.

28350 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$2,714,877.93 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28351 APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 23, 2011

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of August 23, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28352 AMEND BUDGET OF CONSTABLE PCT 1 TO PURCHASE LIGHT BAR FOR VEHICLE

Constable Peterson needs to install a light bar on vehicle received from the Sheriff's Office, transferring from his budget. Amount required \$760 to 001-635-00.5717 Law Enforcement Equipment from 001-635-00.5413 Vehicle, 001-635-00.5461 Printing, 001-635-00.5473 Equipment Lease. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to amend budget of Constable Pct 1 to purchase light bar for vehicle. All voting "Aye". MOTION PASSED

28353 AMEND BUDGET OF CIVIC CENTER FOR UTILITIES FROM COUNTYWIDE

The Civic Center will be deficit in utilities line item, and after transferring all within his budget. Amount required \$2,800 to 001-646-00.5480 Civic Center Utilities from 001-645-00.5399 Contingencies. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to amend budget of Civic Center for utilities from Countywide. All voting "Aye". MOTION PASSED

28354 AMEND LAW ENFORCEMENT STRIKE TEAM GRANT BUDGET TO USE SAVINGS IN LAW ENFORCEMENT EQUIPMENT FOR LAW ENFORCEMENT SUPPLIES

On November 9, 2010 Commissioners Court accepted a grant award for the Law Enforcement Strike Team, CAPCOG and the State Administrative Agency have approved the team to purchase gas masks at a cheap rate than what was proposed on the grant application. Savings from the cheaper rate will be used to purchase law enforcement supplies. Amount required \$3,250 to 001-656-99-065.5717. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to amend Law Enforcement Strike Team Grant budget to use savings in law enforcement equipment for law enforcement supplies. All voting "Aye". MOTION PASSED

28355 AMEND BUDGET OF CONSTABLE PCT 5 FOR SUPPLIES FROM EQUIPMENT SAVINGS

Constable wishes to purchase jumper/booster boxes and other supplies not deemed equipment and will use savings from equipment line. Amount required \$512.00 to 001-639-00.5206 Law Enforcement Supplies from 001-639-00.5717 Law Enforcement Equipment. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to amend budget of Constable Pct 5 for supplies from equipment savings. All voting "Aye". MOTION PASSED

**AUGUST 23, 2011**

VOLUME U PG 673**28356 AMEND BUDGET OF VETERANS OFFICE FOR CONTINUING EDUCATION**

The Veteran's Office requires \$132 for balance of conference cost. 001-720-00.5551 Continuing Ed. from 001-720-00.5551 continuing education from 001-720-00.5501 Travel. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to amend budget of Veterans Office for continuing education. All voting "Aye". MOTION PASSED

28357 AMEND BUDGET OF DISTRICT COURT FOR OFFICE SUPPLIES FROM PERSONNEL SAVINGS

In the past few weeks, District Court has exhausted its budget resources for Jury/Indigent legal costs. With an additional court coordinator, office supplies are needed and can be funded from the medical insurance savings from that coordinator. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend budget of District Court for office supplies from personnel savings. All voting "Aye". MOTION PASSED

28358 AMEND BUDGETS OF GENERAL FUND, LAW LIBRARY, AND PARKS FUND FOR TELEPHONE REQUIREMENTS FROM COUNTYWIDE

Telephone line items will require adjustments with the net amount from Countywide. Amount required \$133,547.00 to Various Departments from 001-645-00.5091 Countywide Salary Adj. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend budgets of General Fund, Law Library, and Parks fund for telephone requirements from countywide. All voting "Aye". MOTION PASSED

28359 ACCEPT DONATIONS FOR THE HISTORICAL JAIL RESTORATION PROJECT AND AMEND THE BUDGET FOR USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO THE PROJECT

The Historical Commission has received several donations for the Historical Jail Restoration Project from various entities. These funds will be used for contract services. Amount \$1,980.00 to 114-676-00.4610. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept donations for the Historical Jail restoration project and amend the budget for use of those funds for direct expenses related to the project. All voting "Aye". MOTION PASSED

28360 ACCEPT THE DELIVERY OF THE INTERNAL EXAMINATION REPORT FOR THE HAYS COUNTY CONSTABLE PRECINCT 1 OFFICE

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Constable Precinct 1 financial records for the period of September 1, 2009 to April 30, 2011. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation. Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the delivery of the Internal Examination Report for the Hays County Constable Precinct 1 Office. All voting "Aye". MOTION PASSED

28361 AMEND THE SHERIFF'S OFFICE BUDGET TO PURCHASE EQUIPMENT

The Sheriff's Office would like to purchase a truck vault to secure SWAT equipment and replace a water softener. The funds have been identified in the Sheriff's Office Budget. Amount required \$29,000.00 amendment for truck vault 001-618-00.5206 (\$2,500) 001-618-00.5717_400 \$2,500, amendment for water softener (\$26,500) 001-618-03.5719_700 \$26,500. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Sheriff's Office budget to purchase equipment. All voting "Aye". MOTION PASSED

28362 AMEND BUDGET OF ASSOCIATE JUDGE/FAMILY LAW FOR CONTINUING EDUCATION

Judge Smith will require \$245 to cover the balance of CLE from office supplies. Amount required \$245.00 to 001-608-01.5551 continuing education from 001-608-00.5211 Office Supplies. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend budget of Associate Judge/Family Law for Continuing Education. All voting "Aye". MOTION PASSED



28363 AMEND THE BAIL BOND BUDGET TO INCREASE HOURS FOR TEMPORARY PART-TIME STAFF

Julie Villapando is requesting an additional 50 hours for the temporary Bail Bond Assistant for FY11. Salary \$527.50 051-618-00.5021, Fica \$32.71 051-618-00.5101_100, Medicare \$7.65 051-618-00.5101_200 for the total of \$567.86 taken from 051-618-00.5301 operating expense. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Bail Bond Budget to increase hours for temporary part-time staff. All voting "Aye". MOTION PASSED

28364 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A REVISED CONTRACT FOR CHANGES TO SERVICES PROVIDED BY GRANDE COMMUNICATIONS

This is for the renewal/move order details changes necessary for the upcoming move to the new Government Center. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a revised contract for changes to services provided by Grande Communications. All voting "Aye". MOTION PASSED

28365 CALL FOR A PUBLIC HEARING ON SEPTEMBER 13, 2011 TO ESTABLISH TRAFFIC REGULATIONS ON INDIAN CREEK ROAD

This is to establish a speed limit of 25 MPH on Indian Creek Rd near the City of Mountain City. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to call for a public hearing on September 13, 2011 to establish traffic regulations of 25 MPH speed limit on Indian Creek Road. All voting "Aye". MOTION PASSED

28366 CALL FOR A PUBLIC HEARING ON SEPTEMBER 13, 2011 TO ESTABLISH TRAFFIC REGULATIONS ON CYPRESS RD, CR 225

This is to establish a stop sign on Cypress Rd at Old Stagecoach Rd and set a speed limit of 30 MPH on Cypress Rd, off of Old Stagecoach Rd near Kyle. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to call for a public hearing on September 13, 2011 to establish traffic regulations on Cypress Rd, CR 225. All voting "Aye". MOTION PASSED

28367 RESUBDIVISION OF LOT 10, SILVER SPUR RANCHETTES, SECTION 2 [11-4-18 - 5 Lots] HOLD A PUBLIC HEARING AND APPROVE FINAL PLAT

Judge Cobb opened the Public Hearing. Lisa Wagner – Austin resident, Ronald Taylor – Austin resident, made public comments. Judge Cobb closed the Public Hearing. Roxie Botkin Hays County Subdivision Coordinator gave staff recommendation. Silver Spur Ranchettes is a platted subdivision located off of Davy Crockett Drive in Precinct 4 Section 2 (11 lots) was platted in 1962. The section is located in both Travis and Hays Counties. There are currently 20 parcels on the CAD records. The owner of lot 10 wishes to divide his 35.51 acres into 5 new lots. The proposed lot sizes are as follows: Lot 10A, 10.5 acres, Lot 10B, 5.02 acres, Lot 10C, 5.02 acres, Lot 10D, 8.69 acres, Lot 10E, 6.28 acres. Water and wastewater service will be provided to all lots by private wells and on-site sewage facilities at the time of development. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve final plat of Resubdivision of Lot 10, Silver Spur Ranchettes, Section 2. All voting "Aye". MOTION PASSED

28368 AMENDING PLAT OF LOTS 27 & 28, CAPITAL AREA INDUSTRIAL PARK [11-2-26 - 2 LOTS] WAIVE PRELIMINARY PLAN AND APPROVE FINAL PLAT

Clint Garza Development Services Director gave staff recommendation. The Capital Area Industrial Park is a platted subdivision located off of Industrial Way in the Extraterritorial Jurisdiction of the City of Buda in Precinct 2. The owner wishes to combine Lot 27 and Lot 28 into a single 2.926 acre lot. This plat is in the City of Buda's ETJ and has been through the City's approval process. Water will be provided by Goforth WSC and wastewater service will be provided by on-site sewage facilities. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to waive preliminary plan and approve final plat of Amending Plat of Lot 27 & 28 Capital Area Industrial Park. All voting "Aye". MOTION PASSED

28369 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S)

Brett Littlejohn Juvenile Detention Center Director spoke of vacant positions he needs filled. Juvenile Supervision Officer this position is a line officer position and is essential to meet staffing ratios for direct and indirect supervision with a pay grade at 107 and Senior Case Manager this position is responsible for counseling services for our post-adjudication residents and is essential to meet contract requirements for post-adjudication services. This position is at a salary grade 110, range 1st quarter \$ 36,139.75. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to allow Brett Littlejohn of the Juvenile Detention Center to fill the vacant positions needed at the Juvenile Detention Center. All voting "Aye". MOTION PASSED



AUGUST 23, 2011

VOLUME U PG 675

28370 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AFFILIATE AGREEMENT BETWEEN HAYS COUNTY AND CTMC REGARDING THE MEDICAID SUPPLEMENTAL PAYMENT PROGRAM

Sam Huenergardt and Eric Weatherford gave a brief presentation. Central Texas Medical Center proposes to affiliate with Hays County to participate in the Medicaid supplemental payment program. This agreement requires no funding. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an affiliate agreement between Hays County and CTMC regarding the Medicaid supplemental payment program along with the Certification of Governmental Entity Participation. All voting "Aye". MOTION PASSED

28371 APPOINT COMMISSIONER WHISENANT TO FILL THE VACANT POSITION ON THE CAPITAL AREA COUNCIL OF GOVERNMENTS GENERAL ASSEMBLY

This position was previously held by Karen Ford former Precinct 4 County Commissioner. A motion was made by Commissioner Conley, seconded by Commissioner Jones to appoint Commissioner Whisenant to fill the vacant position on the Capital Area Council of Governments General Assembly. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #23 RE: *AUTHORIZE THE COUNTY JUDGE TO ADOPT A STANDARD PROJECT CONSTRUCTION MANUAL FOR FUTURE USE ON PROJECTS LET BY HAYS COUNTY WITHIN THE PASS THROUGH PROGRAM, OR FOR ALL HAYS COUNTY ROAD PROJECTS – was pulled*

28372 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: DISCUSSION OF ISSUES RELATED TO A RIGHT OF WAY ACQUISITION ON FM 1626

Court convened into closed executive session at 10:04 am and reconvened into open meeting at 10:10 am. In attendance were: Lori Bible, Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Purchase Agreement between Hays County and Templeton Living Trust, related to Right of Way Acquisition on FM 1626, as presented in Executive Session. All voting "Aye". MOTION PASSED

28373 EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING EXISTING AND/OR CONTEMPLATED LITIGATION RELATED TO HAYS COUNTY'S ARCHITECTURAL SERVICES CONTRACT WITH PBS&J

Court convened into closed executive session at 10:15 am and reconvened into open meeting at 10:18 am. In attendance were: Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to execute a Mutual Settlement and Release Agreement between Hays County and Atkins North America, formerly PBS&J as presented in Executive Session. All voting "Aye". MOTION PASSED

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Burn Ban will remain in effect and court will revisit this item next week.

Clerk's Note Agenda Item #27 RE: *DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT – was pulled*

Clerk's Note Agenda Item #28 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR – was pulled*

Clerk's Note Agenda Item #29 RE: *DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE – was pulled*



A motion was made by Commissioner Jones, seconded by Commissioner Conley to adjourn court.

I, LIZ Q. GONZALEZ, 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 August 30, 2011.



LIZ Q GONZALEZ, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS



Agenda Item Request Form

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

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

AGENDA ITEM:

Authorize County Judge to execute contract for up to \$12,000.00 from the Texas Department of State Health Services for the Title V Prenatal program.

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

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

The grant application was approved by Commissioners Court on August 16, 2011.

This is an annual contract between Texas Department of State Health Services and Hays County Personal Health Department to provide prenatal services for the Title V-eligible clients prior to their eligibility for the Medicaid program. This contract provides funding for the program from September 1, 2011 through August 31, 2012.

DESCRIPTION OF Item: Authorize County Judge to execute contract for up to \$12,000.00 from the Texas Department of State Health Services for the Title V Prenatal program.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$12,000

LINE ITEM NUMBER: 120-675-99-020.4301

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Budgeted for FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2012-039362 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HAYS COUNTY PERSONAL HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$12,000.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2012-039362-001 CHS - Prenatal Services
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits – Not Applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HAYS COUNTY TREASURER
Address: 111 E SAN ANTONIO ST
SAN MARCOS, TX 78666-5557
Vendor Identification Number: 17460022415002

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HAYS COUNTY PERSONAL HEALTH
DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO.2012-039362
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.

CONTRACTOR: HAYS COUNTY PERSONAL HEALTH DEPARTMENT

DSHS PROGRAM: CHS - Prenatal Services

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of prenatal services that include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY12 Title V Fee-for-Service Prenatal Renewal Application;
- Contractor's Response to DSHS' FY12 Title V Fee-for-Service Prenatal Renewal Application and any revisions;
- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services;
- Contractor's Response to FY11 Competitive RFP Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services, and any revisions;
- Current Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2011, or latest revision, and Core Tool Monitoring Instructions, FY2011; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2011, or latest revision, and Title V Tool Monitoring Instructions, FY2011; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall

inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Prenatal Services, an individual must be:

- A female of child bearing age;
- A Texas resident;
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hays

Location: Multiple clinic locations identified through the DSHS website at: http://www.dshs.state.tx.us/mch/fee/locate_services.shtm.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

- Contractor shall provide prenatal services to at least 136 unduplicated clients.

- At least 30% of the total amount of this Program Attachment shall be for prenatal services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.
- Not more than 70% of the total amount of this Program Attachment shall be for services provided to Title V eligible women ages 22 and over.
- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT:

Competitive Request For Proposal #DFCHS-0388.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to three (3) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD:

Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005);
- and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 458-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service whether via voucher or a web-based system.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the Attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 458-7235. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS:

CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service.

Total payments will not exceed \$12,000.00

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);

- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to execute contract for up to \$192,341.00 from the Department of State Health Services for the Immunization program.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

The grant application was approved by Commissioners Court on April 5, 2011

This is a renewal contract in the amount of \$192,341.00 between the Texas Department of State Health Services (TDSHS) and Hays County Personal Health Department to fund the Immunization program. The contract provides funding for the program from September 1, 2011 through August 31, 2012.

CONTRACT NO. 2012-039613
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000377399

CONTRACTOR: HAYS COUNTY PERSONAL HEALTH DEPARTMENT

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) by the effective date of this Renewal Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtml).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will continue to use the current vaccine management system as described in the TVFC Operations Manual until directed by DSHS to transition to a new "provider choice" system. Contractor shall, as directed by DSHS, implement provider choice in contractor's clinic(s) by the schedule provided by DSHS.
- Contractor shall notify providers of changes to vaccine managements reporting, and present updates and training to providers, as requested by DSHS. This would include any transition to a "provider choice" system.
- Contractor shall plan and implement community-based activities to accomplish the required tasks as specified in the final, approved work plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/default.htm>).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments*.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25; and
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each tri-annual reporting period (September 1, 2011, January 1, 2012, and May 1, 2012).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, as shown in SECTION VII. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the terms of the Contract:

- LHDs shall investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf) and *NBS Data Entry Guidelines*, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.
- LHDs shall complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.
- LHDs shall contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- LHDs shall contact 100% or 400 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.
- LHDs shall review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.
- LHDs shall complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.
- LHDs shall complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.
- LHDs shall implement provider choice as directed by DSHS according to the schedule provided by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the *Immunization Quality Assurance Tool Resource Manual*, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Contractor is required to complete and submit tri-annual reports, utilizing a format provided by the DSHS Program:

Report Type	Reporting Period	Report Due Date
Programmatic	9/1/2011 – 12/31/2011	1/30/2012
Programmatic	1/1/2012– 4/30/2012	5/30/2012
Programmatic	5/1/2012 – 8/31/2012	09/30/2012

Tri-annual reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III. SOLICITATION DOCUMENT:

NA

SECTION IV. RENEWALS:

DSHS may renew the Renewal Program Attachment for up to one (1) twelve-month term at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA #93.268 and STATE

SECTION VIII. SPECIAL PROVISIONS:

General Provision, **Funding** Article, Use of Funds Section, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.
- Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2011 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current state travel regulations located at <http://www.window.state.tx.us/comptrol/texastra.html>.

For immunization activities performed under this Renewal Program Attachment, General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.
- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.
- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.
- All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provision, **General Business Operations of Contractor** Article, Property Inventory and Protection of Assets Section, is revised to include:

All equipment used by Contractor which is provided by DSHS shall be accounted for as public property. The DSHS Program will investigate equipment loss, destruction, or other waste and may require (at its discretion) Contractor to replace or reimburse the DSHS Program. This provision does not waive any other remedies legally available to DSHS regarding contract breaches.

Equipment List

Equipment Total: \$ 1,567.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Bell OptiPlex 980 Mini Tower	1	\$1,567.00	\$1,567.00

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2012-039613 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HAYS COUNTY PERSONAL HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$192,341.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2012-039613-001 IMMUNIZATION BRANCH - LOCALS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s) (NA), and
 - e. Contractor's response(s) to the Solicitation Document(s) (NA).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HAYS COUNTY TREASURER
Address: 111 E SAN ANTONIO ST
SAN MARCOS, TX 78666-5557
Vendor Identification Number: 17460022415002

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HAYS COUNTY PERSONAL HEALTH
DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

Categorical Budget:

PERSONNEL	\$122,277.00
FRINGE BENEFITS	\$63,521.00
TRAVEL	\$1,976.00
EQUIPMENT	\$1,567.00
SUPPLIES	\$3,000.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$192,341.00
INDIRECT CHARGES	\$0.00
TOTAL	\$192,341.00
DSHS SHARE	\$192,341.00
CONTRACTOR SHARE	\$55,386.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$192,341.00

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/31/2012

Equipment List Attached.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2012-039613

Application or Contract Number

HAYS COUNTY PERSONAL HEALTH
DEPARTMENT

Organization Name

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Authorize County Judge to renew the Tuberculosis contract for the Hays County Personal Health Department with Texas Department of State Health Services for \$14,710.00. No application for this contract was required.

CHECK ONE:



CONSENT



ACTION



EXECUTIVE SESSION



WORKSHOP



PROCLAMATION



PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

This is a renewal of the annual contract between the Texas Department of State Health Services and the Hays County Personal Health Department for the Health Department to provide for surveillance, case identification, contact investigation, treatment or preventive therapy, and follow-up for Tuberculosis. These services will be provided from September 1, 2011 through August 31, 2012.

DESCRIPTION OF Item: Authorize County Judge to renew the Tuberculosis contract for the Hays County Personal Health Department with Texas Department of State Health Services for \$14,710.00.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$14,710

LINE ITEM NUMBER: 120-675-99-022.4301

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Budgeted for FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2012-039700 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HAYS COUNTY HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$14,710.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2012-039700-001 HSR 7-TB
 - c. General Provisions (Vendor)
 - d. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HAYS COUNTY TREASURER
Address: 111 E SAN ANTONIO ST
SAN MARCOS, TX 78666-5557
Vendor Identification Number: 17460022415002

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HAYS COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO.2012-039700
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000376917

CONTRACTOR: HAYS COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: HEALTH SERVICE REGION 7-TB

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

The Department of State Health Services (DSHS) and Hays County Health Department, hereinafter referred to as Contractor, enter into this Program Attachment pursuant to Chapter 791 of the Texas Government Code, entitled the Interlocal Cooperation Act. DSHS and Contractor agree to be bound by the terms and conditions contained herein and any additional attachments. All amendments to the Program Attachment must be in writing and signed by both parties.

The purpose of this Program Attachment is to ensure Contractor is prepared for cases of tuberculosis and able to detect and contain disease outbreaks and sustains local public health infrastructure and maintenance of effort at the local level for provision of services in its jurisdiction that prevent and control tuberculosis, including medical, educational and public health services for individuals who have or who are suspected of having active tuberculosis (TB) or latent TB infection (LTBI).

SECTION II. PERFORMANCE MEASURES:

Contractor shall:

- Provide directly observed therapy (DOT), and/or directly observed preventive therapy (DOPT);
- Conduct initial medical evaluation for TB classifications 1, 2 and 4 (LTBI) as defined by Centers for Disease Control and Prevention;
- Conduct initial medical evaluations for TB classifications (suspects and cases) 3 and 5 as defined by Centers for Disease Control and Prevention;
- Conduct follow-up medical evaluations;
- Conduct contact investigations for individuals with infectious TB or who are suspected of having infectious TB; and
- Provide case management for patients with active TB or those who are suspected of having active TB (classifications 3 and 5).

Medical and case management services shall be provided by a registered nurse. Contractor shall also provide technical assistance and education to the community, health care providers and correctional facilities as requested or needed to prevent and control tuberculosis in jurisdiction.

TB cases and suspects are to be reported to the DSHS Health Service Region 7 within one (1) working day and submitted on correctly completed Forms TB 400A and 400B within one (1) week.

Contact investigations are to be reported to the DSHS Health Services Region 7 within one (1) week

after the first round of TB testing is completed on correctly completed Form TB 340.

All TB reports are to be sent via facsimile to:

DSHS Health Service Region 7 TB Program
Fax number: 254-778-0156

Contractor shall follow the standards of care developed by DSHS for Standing Delegation Orders (SDOs). Contractor SDOs may be modified to reflect local needs or issues, but shall be based on DSHS SDOs. Contractor shall consult with the DSHS Health Service Region 7 regarding care for patients as specified in the SDOs and regarding care for patients who are not compliant with their treatment.

Contractor shall submit a biannual report (due on January 15 and June 15) in a format such as provided in Exhibit A and approved by DSHS.

DSHS will reimburse Contractor as indicated under Section VI. Billing Instructions of this Program Attachment and provide instructions and reporting forms for providing tuberculosis services. DSHS will provide technical assistance and contract monitoring activities during the contract term. In addition, DSHS will provide Purified Protein Derivative (PPD), syringes to conduct TB skin tests, approved anti-tuberculosis medications, laboratory services for sputum testing and liver function studies, and physician consultation for TB and LTBI patients.

Contractor shall provide appropriate services to patients who present with the signs and symptoms of active tuberculosis (TB) or latent TB infection (LTBI) and to contacts of cases with LTBI in order to prevent and control tuberculosis in local jurisdiction.

The Parties agree to comply with all applicable federal and state statutes and rules.

The services and/or resources to be provided by the Contractor are necessary and authorized.

The payment for performance under this Program Attachment will be made from current available revenues.

SECTION III. SOLICITATION DOCUMENT: Exempt – Government Entity

SECTION IV. RENEWALS:

Option to renew for an additional one (1) year period.

SECTION V. PAYMENT METHOD:

Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall submit one (1) original and two (2) copies (clearly marked "COPY") of an invoice and cost breakdown on a quarterly basis, in an annual amount not to exceed \$14,710.00 for the state

fiscal year. Contractor shall bill according to the following services provided:

TB Clinical Services at a rate not to exceed \$30.64 per hour for up to 40 hours per month.

The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of an uncontested invoice. Payment shall be made in accordance with the Texas Government Code, Chapter 2251 (Texas Prompt Payment Act). Invoices shall be submitted to:

DSHS Health Service Region 7 TB Program
2408 South 37th Street
Temple, Texas 76504
Attn: Jimmy L. Lara Sr

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

Fees will be paid at the following rate:

CLINICAL SERVICE	AMOUNT PER HOUR	MAXIMUM HOURS PER MONTH	TOTAL COST PER MONTH
TB Clinical Services	\$30.64	40	\$1,225.60
MONTHLY TOTAL			\$1,225.60

Total payments will not exceed \$14,710.00.

EXHIBIT A TB Biannual Report

Local Agency: _____

Report Date (*circle one*): January 15 June 15

Local Agency is required to submit a biannual report (due on January 15 and June 15) for reporting period June 1, 2010 through Dec 31st, 2010 (due Jan 15) and January 1st, 2011 through May 31st, 2011 (due June 15), that includes the following information and a list of technical assistance and educational activities provided for the community, correctional facilities and for health care providers:

Calculations are based on current number of cases/suspects under management or started on treatment during the reporting periods.

Performance Measure	Local Agency %
90% of Cases/Suspects on DOT	
90 % of Cases Completing Therapy in 12 months	
92 % of patients have susceptibilities documented	
90% of smear positive TB cases have at least one (1) contact identified	
70 % of contacts (to smear-positive cases) evaluated	
61% of infected contacts complete therapy for LTBI	
52% of immigrants and refugees designated as Class A, B1 or B2 are appropriately evaluated	
63% of immigrants and refugees designated as Class A, B1 or B2 that are started on treatment for LTBI, complete treatment (add comments below if needed)	
African Americans < 15 cases per 100,000	
82% of adults (>14 years of age) with TB disease are tested for HIV	

If you wish to elaborate any comments to any of the above performance measures please do so in the section below.

Comments: _____

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 renewal of Doctors' annual contracts to provide physician services and supervision for the Hays County Personal Health Department Women's Health Clinic and its Nurse Practitioner. The collaborating doctors are: Dr. Barrett Randall Blaue, MD, Dr. Teresa Irwin, MD, Dr. Beth D. Reid, MD, and Dr. Kari Fay, MD.

CHECK ONE:

☒ **CONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: \$100.00 per clinic

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-99-020.5448

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

These are annual contracts for Doctors' Blaue, Irwin, Reid, and Fay to provide physician services, consultation, and supervision for maternity and post-partum clients of the Hays County Personal Health Department Women's Clinic. Under the Title V grant program they will also provide prenatal visits at their location for high risk clients. These services will be provided from September 1, 2011 through August 31, 2012.

DESCRIPTION OF Item: Approve renewal of Doctors' annual contracts to provide physician services and supervision for the Hays County Personal Health Department Women's Health Clinic and its Nurse Practitioner. The collaborating doctors are: Dr. Barrett Randall Blaue, MD, Dr. Teresa Irwin, MD, Dr. Beth D. Reid, MD, and Dr. Kari Fay, MD.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$100.00 per clinic

LINE ITEM NUMBER: 120-675-99-020.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Budgeted for FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department Maternity clinic on a rotating basis with other physicians. These services will be provided from September 1, 2011 through August 31, 2012. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office."

If a patient has to be seen in my office, the agreed upon fee for this service will be as follows:
Office visit \$40.00

Labs & Procedures that are required will be offered at the Medicaid rate or less
These services will be billed to the Hays County Personal Health Department, 401-A Broadway, San Marcos, Texas 78666 and will be paid when due.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: _____

Date: _____

Printed Name: _____

Barrett Randall Blaue, M.D.

Complete Address: _____

1305 Wonder World Dr., Suite 209, San Marcos, TX 78666

State License#: _____

N2008

Expiration Date: _____

6/31/2012

Bert Cobb, M.D. Hays County Judge
Hays County Personal Health Dept.

Date

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department Maternity clinic on a rotating basis with other physicians. These services will be provided from September 1, 2011 through August 31, 2012. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office."

If a patient has to be seen in my office, the agreed upon fee for this service will be as follows:
Office visit \$40.00

Labs & Procedures that are required will be offered at the Medicaid rate or less
These services will be billed to the Hays County Personal Health Department, 401-A Broadway, San Marcos, Texas 78666 and will be paid when due.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature:  Date: 8/3/11

Printed Name: Teresa Irwin, M.D.

Complete Address: 1305 Wonder World Dr., Suite 209, San Marcos, TX 78666

State License#: K3911 Expiration Date: 2/28/12

Bert Cobb, M.D. Hays County Judge
Hays County Personal Health Dept.

Date

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department Maternity clinic on a rotating basis with other physicians. These services will be provided from September 1, 2011 through August 31, 2012. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office."

If a patient has to be seen in my office, the agreed upon fee for this service will be as follows:
Office visit \$40.00

Labs & Procedures that are required will be offered at the Medicaid rate or less
These services will be billed to the Hays County Personal Health Department, 401-A Broadway, San Marcos, Texas 78666 and will be paid when due.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: Beth D. Reid Date: 8/4/11

Printed Name: Beth D. Reid, M.D.

Complete Address: 1305 Wonder World Dr., Suite 209, San Marcos, TX 78666

State License#: L2862 Expiration Date: 08/31/2012

Bert Cobb, M.D. Hays County Judge
Hays County Personal Health Dept.

Date

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department Maternity clinic on a rotating basis with other physicians. These services will be provided from September 1, 2011 through August 31, 2012. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

If a patient has to be seen in my office, the agreed upon fee for this service will be as follows:
Office visit \$40.00

Labs & Procedures that are required will be offered at the Medicaid rate or less
These services will be billed to the Hays County Personal Health Department, 401-A Broadway, San Marcos, Texas 78666 and will be paid when due.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: K. Fay Date: 8/3/2011

Printed Name: Kari Fay, M.D.

Complete Address: 1305 Wonder World Dr., Suite 209, San Marcos, TX 78666

State License#: N8507 Expiration Date: 02/28/2013

Bert Cobb, M.D. Hays County Judge
Hays County Personal Health Dept.

Date

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to execute contract for up to \$51,463.35 from the Department of State Health Services for the RLSS-Local Public Health Services grant.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

This grant application was approved by Commissioners Court on August 16, 2011

This is to renew the annual contract between the Texas Department of State Health Services (TDSHS) and the Hays County Personal Health Department (HCPHD), to fund Communicable Disease surveillance and reporting. The contract provides funding for the program from September 1, 2011 through August 31, 2012.

DESCRIPTION OF Item: Authorize the County Judge to execute contract for up to \$51,463.35 from the Department of State Health Services for the RLSS-Local Public Health Services grant.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$51,463.35

LINE ITEM NUMBER: 120-675-99-019.4301

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Budgeted for FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Categorical Budget:

PERSONNEL	\$37,700.00
FRINGE BENEFITS	\$13,589.35
TRAVEL	\$174.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$51,463.35
INDIRECT CHARGES	\$0.00
TOTAL	\$51,463.35
DSHS SHARE	\$51,463.35
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$51,463.35

Financial status reports are due: 12/31/2011, 03/31/2012, 07/02/2012, 10/31/2012

EXHIBIT A

**Texas Department of State Health Services
Local Health Department: Hays County Personal Health Department
FY 2012 Request for Local Public Health Services Funds
Project Service Delivery Plan
Contract Term: September 1, 2011 through August 31, 2012**

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: <i>Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.</i> <ol style="list-style-type: none">1. Public health policy planning and development.2. Communicable disease outbreak control in the community.
Essential Public Health Service(s): <i>List the EPHS(s) that will be provided or supported with LPHS Contract funds</i> <ol style="list-style-type: none">1. Develop policies/plans for community efforts to improve public health.2. Diagnose and investigate community health problems and community health hazards.
Objective(s): <i>List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)</i> <ol style="list-style-type: none">1. By FY 12 end will disseminate policies and plans regarding critical public health information to partners in an accurate and timely manner.2. By FY 12 end at least 95% of notifiable conditions will be investigated and reported.

Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.			
1. 95% of policies and plans regarding critical public health information are disseminated to partners in an accurate and timely manner.			
2. 95% of notifiable conditions will be investigated and followed as shown in communicable disease database.			
Activities List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.	Evaluation and Improvement Plan List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.	Deliverable Describe the tangible evidence that the activity was completed.	
1.1.1 Prepare/disseminate changes and/or updates to policies, plans or information regarding public health issues to partners within 7 days. 1.1.2 Maintain database of local public health system partners to ensure rapid dissemination of critical information. 1.1.3 Plan to host and/or attend educational meetings with partners to discuss critical public health issues quarterly. Continue distribution of LHD-based newsletter to provide current local and regional vaccine preventable and other communicable disease information to partners. 2.1.1 Receive/respond to communicable diseases reported within established	1.1.1 Identify and document time required to disseminate changes or updates and information. 1.1.2 Review data base with partners to affirm contact information is current. 1.1.3 Results of meetings with partners will be used to improve future educational efforts and policy development. Will actively solicit feedback and suggestions from local partners to enhance newsletter efficacy. 2.1.1 Respond to reports received from area providers and NEDSS confirming	1.1.1 Documentation of changes or updates disseminated to partners. 1.1.2 Database of partners involved in planning public health policy. 1.1.3 Keep meeting records of sign-in sheets and discussions of policies and plans. Maintain a file of feedback correspondence from partners related to newsletter for ongoing evaluation of efficacy. 2.1.1 Maintain database in NEDSS for all communicable disease investigations.	

<p>guidelines and timelines.</p> <p>2.1.2. Analyze results of data collected monthly.</p> <p>2.1.3 Identify areas where communicable diseases are most frequently reported in county to pinpoint possible clusters of concern.</p>	<p>receipt/response for communicable disease investigations per CDC/DSHS guidelines.</p> <p>2.1.2 Will review activities in terms of adherence to CDC and DSHS communicable disease guidelines and protocols.</p> <p>2.1.3 Compare numbers of communicable diseases reported from each entity, e.g. as noted in NEDSS database. Will notify partners in areas where disease clusters are noted, for control options and educational opportunities.</p>	<p>2.1.2 Record of reports and investigations.</p> <p>2.1.3 Maintain list of communicable diseases reported by local entities disseminated to local providers, e.g. hospitals, Dr.'s offices, clinics, and school nurses. Will maintain file of all communication with partners related to disease clusters.</p>
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DOCUMENT NO. 2012-039540-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000377302

CONTRACTOR: HAYS COUNTY PERSONAL HEALTH DEPARTMENT

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY12 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hays

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2012-039540 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HAYS COUNTY PERSONAL HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$51,463.35, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2012-039540-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM
 - c. General Provisions (Sub-recipient)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HAYS COUNTY TREASURER
Address: 111 E SAN ANTONIO ST
SAN MARCOS, TX 78666-5557
Vendor Identification Number: 17460022415002

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HAYS COUNTY PERSONAL HEALTH
DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

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 specifications and authorize purchasing to advertise for Request For Proposals for Wayfinding and Signage for the Hays County Government Center.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: Please refer to back-up

REQUEST FOR PROPOSALS FOR WAYFINDING AND SIGNAGE

HAYS COUNTY
Government Center

RFP No.: 2011-P19



RFP RESPONSES MUST BE RECEIVED ON OR BEFORE:
September 26, 2011 at 2:00 PM

NOTE: Proposals must be time stamped at the Hays County Purchasing Department Office on or before the hour and date specified for receipt of proposals.

Prepared By:
Broaddus & Associates
1301 South Capital of Texas Highway, Suite A302
Austin, TX 78746

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REQUEST FOR PROPOSALS FOR
WAYFINDING AND SIGNAGE

HAYS COUNTY
Government Center
RFP No.: 2011-P19

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** Hays County (hereinafter the “County” or “Owner”) and Broadus & Associates (“Owner Representative” and “Project Manager”) are soliciting proposals (“Proposals”) for selection of Wayfinding and Signage design, fabrication and installation for the new Government Center (“Project”) 712 S. Stagecoach Trail, San Marcos, TX, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.
- 1.1.1 Each respondent shall submit its response to the Request for Proposals (“RFP”) in a sealed envelope. This RFP provides the information necessary to prepare and submit Proposals including cost proposals and unit prices. The County will rank the Proposals in the order that they provide the “best value” for the County based on the published selection criteria.
- 1.1.2 If the County deems it necessary, a short list of the “most” qualified respondents will be requested to attend an interview with the County and Project Manager to confirm their Proposal and answer additional questions. The County may choose to interview one, all, or none of the respondents, at its option. The County will then rank the remaining “most” qualified respondents in order to identify a “best value”.
- 1.1.3 The ranking will result in a recommendation by the selection committee to the Commissioners Court (hereinafter “Court”) of the highest ranked respondent.
- 1.2 **DEFINITIONS AND SPECIAL CONCERNS:**
- 1.2.1 **Understanding of Building/Pre-Bid Walk-Through:** The documents in this proposal define the minimum scope of wayfinding and signage necessary to enable the public to efficiently navigate the environment and identify destination points. It is expected that the proposer will improve on the effectiveness of wayfinding and signage in their proposal, design, and installation. In order to fully experience the environment, Broadus & Associates will be providing a **mandatory pre-bid walk-through tour** of the new Government Center September 14 at 3:30 p.m.
- 1.3 **OWNER’S OBJECTIVES:** Hays County is constructing the new Government Center located at 712 S. Stagecoach Trail, San Marcos, Texas. The anticipated completion date for the new Government Center is December 5, 2011. Eighteen departments currently operating at eight different locations throughout San Marcos will be moving to the new Government Center beginning November 2011. The public will enter the building after December 5th, at which time signage should be in place.
- 1.3.1 Exterior and vehicular wayfinding and signage should define the public vs. employee parking, instruct the public clearly to navigate to the Tax Assessor drive through, identify employee, public entry, hours, employee/authorized entries, at minimum.

- 1.3.2 Interior signage shall be ADA compliant, and along with enabling the public to efficiently navigate the building, will be coordinated with maps at the public entrance, major interior decision points, standardized "you are here" maps and/or building layout maps what lies ahead at decision points. Map production shall be by others, but it is a part of this proposal to offer professional advice on and review of map content that will supplement the wayfinding and signage in this contract.
 - 1.3.3 Interior Digital /electronic messaging design/hardware/software/installation is not a part of this request for proposal, and will be addressed after this proposal is accepted.
- 1.4 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
 - 1.4.1 The County strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
- 1.5 TYPE OF CONTRACT: Any contract resulting from this solicitation will be a County-issued Purchase Order with the County's Standard General Conditions, a copy of which is attached to this RFP as Appendix E. The County reserves the right to amend the attached contract at any time during the procurement process, in which an addendum will be issued as described in Section 1.6 of this RFP, and during the contract negotiation process.
 - 1.5.1 Your company is expected to agree to the terms and conditions in the Contract without significant modification. If you desire to make any changes to the Contract, you must provide the specific language changes requested as part of your proposal. Any significant modification of the Contract will be viewed unfavorably by Hays County in the evaluation of your Proposal in relation to other bidders. In the event of any discrepancy between the terms of the Contract and the terms of this RFP, your company shall use the terms in the Contract as the basis for your response as the terms of the Contract will govern your company's relationship with Hays County upon execution.
- 1.6 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the County as an addendum. All such addenda issued by the County before the Proposals are due are part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposal.
 - 1.6.1 Respondents shall consider only those clarifications and interpretations that the County issues by addenda two (2) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the County and should not be relied on in preparing Proposals.
- 1.7 SUBMISSION OF PROPOSALS:
 - 1.7.1 DEADLINE AND LOCATION: The County will receive Proposals until Monday, September 26, 2011, up to 2:00 PM local time at the Hays County Purchasing Department Office. Proposals shall be addressed to:

Cindy Maiorka
Hays County Purchasing Department, Suite 101
111 E. San Antonio Street
San Marcos, TX 78666
Phone: (512) 393-2273
Email: cindym@co.hays.tx.us

- 1.7.2 If the County elects to interview any of the respondents, interviews will be held Tuesday, September 27 and/or Wednesday, September 28. The respondent will have approximately one hour to present its Proposal and answer questions. The meeting will be a private meeting with the selection committee, Commissioner(s), Broaddus & Associates, and respondent.
- 1.7.3 Submit one (1) original and six (6) complete copies of the entire Proposal with one (1) complete consolidated electronic copy of files in PDF format on CD-ROM or flash drive.
- 1.7.4 Late Proposals will be returned unopened to the respondent.
- 1.7.5 The Owner will not acknowledge or accept Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.7.6 Properly submitted Proposals will not be returned to respondents.
- 1.7.7 Proposal materials shall be enclosed in a sealed envelope (or box or other sealed container) addressed to Cindy Maiorka, Purchasing Agent. The package shall clearly identify the RFP number, the submittal deadline, and the name and return address of the respondent.
- 1.7.8 Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud at 2:30 PM local time on Monday, September 26, 2011, at the Hays County Purchasing Department.

1.8 POINT-OF-CONTACT:

Any questions or concerns regarding this Request for Proposals shall be directed to:

Bob Hinkle, Sr. Project Manager
Broaddus & Associates
1301 S. Capital of Texas Highway, Suite A302
Austin, TX 78746
Phone: (512) 347-3653
Email: cnewsom@broaddusassociates.com

With a copy to:

Cindy Maiorka
Hays County Purchasing Department, Suite 101
111 E. San Antonio Street
San Marcos, TX 78666
Phone: (512) 393-2273
Email: cindym@co.hays.tx.us

The County specifically requests that respondents restrict all contact and questions regarding this RFP to the above named individuals. Respondents are prohibited from directly or indirectly communicating with County Court members and are prohibited from contacting County staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the respondent from the selection process.

- 1.9 **INQUIRIES AND INTERPRETATIONS:** Inquiries regarding this RFP must be in written form only, and must be received by 5:00 PM local time on September 20, 2011. Inquiries may be mailed or emailed. All inquiries must include contact person, address and email address. Responses to inquiries will be posted online only. Inquiries must be submitted to the contacts identified in Section 1.8.

Responses to inquiries which materially interpret or change this RFP will be issued by addendum which can only be viewed at www.co.hays.tx.us. From this home page select County Directory located across the top of the webpage, then select Purchasing to navigate to the Purchasing webpage. From the Purchasing webpage, select Bid Listings located directly beneath the primary contact information in the center of the page. All addenda issued by the County prior to the Proposals submission deadline shall be considered part of the RFP, and respondents are required to consider and acknowledge receipt of each addendum in their Proposal.

- 1.10 **EVALUATION OF PROPOSAL:** The evaluation of the Proposals shall be based on the requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the County. The award will be based on best overall value to the County.

- 1.11 **SCHEDULE:**

Issue RFP	September 6, 2011
Mandatory Prebid Walk-thru Meeting Onsite	September 14, 2011
Written Inquiries must be received by	September 20, 2011
Responses to inquiries by	September 22, 2011
Proposals Due	September 26, 2011
Interviews of Selected Firm, if necessary	September 27-28, 2011
Court Approval of Wayfinding and Signage Proposal	October 4, 2011

- 1.12 **OWNER'S RESERVATION OF RIGHTS:** The County may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, and to reject any and all Proposals and temporarily or permanently abandon the Project. County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 1.13 **LOCAL BUSINESS PARTICIPATION:** It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for Locally Owned Businesses and labor in all contracts.
- 1.14 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the County.

- 1.15 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the respondent.
- 1.16 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed formal business organizations may submit a Proposal, unless the respondent expressly states in writing in the Proposal that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any informal associations will be disqualified. This does not preclude a respondent from engaging consultants by contract. The County will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 2 – REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 2 formatted as directed in Section 3. Incomplete responses will be considered non-responsive.

The criteria for evaluation of Proposals will be based on the factors summarized below.

2.1	Respondent's Financial Resources to Perform the Work within the Time Projected	10%
2.2	Respondent's Source and Location of Fabrication	12%
2.3	Respondent's Wayfinding Narrative Relative to 1.3 Owner's Objective	25%
2.4	Respondent's Scheduling for this Project	5%
2.5	Respondent's Demonstrated Past Performance on Similar Projects	13%
2.6	Respondent's Pricing and Delivery Program	35%
		100%

2.1 CRITERIA ONE: RESPONDENT'S DEMONSTRATED CAPABILITY AND FINANCIAL RESOURCES TO PERFORM THE WORK WITHIN THE TIME PROJECTED

- 2.1.1 Each respondent shall provide the legal name of the company and address of the office that would be providing the service.
- 2.1.2 Each respondent shall provide a copy of your company's financial statements for the past three (3) years.
- 2.1.3 Each respondent shall provide copies of Dunn and Bradstreet reports, bank and supplier credit references, or other documentation sufficient to demonstrate its financial capability to deliver this project.
- 2.1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 2.1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.
- 2.1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

2.1.7 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any County employee? If yes, please explain.

2.1.8 A statement certifying that the respondent is not in arrears in payment of any obligations to the County or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

2.2 CRITERIA TWO: RESPONDENT'S SOURCE AND LOCATION OF FABRICATION

2.2.1. Provide identity of fabricator/manufacturer, if not your firm.

2.2.2. Provide location of fabrication, method of delivery.

2.3 CRITERIA THREE: RESPONDENT'S WAYFINDING NARRATIVE TO 1.3 OWNER'S OBJECTIVES

2.3.1. State overall strategy in enhancing the public's experience in navigating the building.

2.3.2. Analyze challenges and suggest solutions for informing the public to their destinations, awareness of Dining area, exiting the front of the building in lieu of east and west employee's entrances.

2.3.3. Define best practice for informing the public of building rules (ex., "no handguns", "no smoking", "building under surveillance").

2.3.4. Advise on best coordination between wayfinding and signage in this proposal and digital messaging signage, published maps, optional kiosks.

2.4 CRITERIA FOUR: RESPONDENT'S SCHEDULING FOR THIS PROJECT

2.4.1 Create a schedule identifying:

2.4.1.1 Design and approval process

2.4.1.2 Production

2.4.1.3 Delivery and installation

2.5 CRITERIA FIVE: DEMONSTRATED PAST PERFORMANCE ON SIMILAR PROJECTS

2.5.1 Each respondent shall provide a list maximum of three (3) projects for which your company has provided Wayfinding and Signage which are most related to the Government Center move. Identify the Project Manager for each project referenced.

2.5.2 For each of the referenced projects, provide the following information: client(s) name, client type(s); client's contact person(s) and telephone number(s); cost of work

2.5.3 List all previous experience and projects your firm has had with Hays County and/or Broaddus & Associates. Provide the experience or project dates and a brief description of the experience or project.

2.5.4 Provide reference letters from three (3) clients that describe your performance on Wayfinding and Signage design, fabrication and installation.

2.6 CRITERIA SIX: REPENDENT'S PRICING AND DELIVERY PROPOSAL

2.6.1 Complete the attached "Pricing and Delivery Proposal" form.

CRITERIA SIX: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: _____
(Respondent's Company Name)

To: Cindy Maiorka
Hays County Purchasing Department, Suite 101
111 E. San Antonio Street
San Marcos, TX 78666

Project Name: Government Center Wayfinding and Signage
RFP No.: 2011-P19

Having carefully examined all the requirements of this RFP, the proposed form of Agreement with General Conditions, and any attachments to them, the undersigned proposes to furnish Wayfinding and Signage as required for this Project on the following terms:

- 2.6.2 **RESPONDENT'S LUMP SUM PRICING BY SCOPE:** Using the scope of work identified in Section 4 of this RFP, the Respondent shall identify a Lump Sum Fee Proposal, pursuant to the General Conditions, itemized for information by the following Section 4 categories:

EXTERIOR IDENTITY AND WAYFINDING SIGNAGE	\$ _____
SIGNAGE ON STOREFRONT DOOR GLAZING	\$ _____
DEPARTMENTAL SIGNAGE	\$ _____
ADA SIGNAGE	\$ _____

Respondent's Total Lump Sum Fee Proposal \$ _____

- 2.6.3 **ADDENDA:** Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

- 2.6.4 **AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES:** The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the County as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the County in a Notice to Proceed. The County reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

- 2.6.5 Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

SECTION 3 – FORMAT OF PROPOSALS

3.1 GENERAL INSTRUCTIONS:

- 3.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- 3.1.2 Proposals shall be a MAXIMUM OF TWENTY-FIVE (25) PRINTED PAGES. The cover, table of contents, divider sheets, financial statements and reports, Pricing and Delivery Proposal, Execution of Offer, and Felony Conviction Notification do not count as printed pages.
- 3.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 3.1.4 Proposals and any other information submitted by respondents in response to this RFP shall become the property of the County.
- 3.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the County, at its option.
- 3.1.6 The County makes no representations of any kind that an award will be made as a result of this RFP. The County reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in County's best interest.
- 3.1.7 Respondent's Proposal shall include a cover, table of contents, divider sheets, and responses to each of the criteria identified in Section 2 of the RFP. Proposals shall consist of answers to questions identified in Section 2 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.
- 3.1.8 Each respondent must complete, sign and return the attached Section 5, Execution of Offer, as part of its Proposal. The Execution of Offer must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the Proposal. Failure to sign and return this form will subject a respondent's Proposal to disqualification.
- 3.1.9 Respondents wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 5). The returned form should indicate the respondent's name and include the words "No-Response" in the right-hand column.
- 3.1.10 Each respondent must complete, sign and return the attached Section 6, Felony Conviction Notification, as part of its Proposal. The Felony Conviction Notification must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the Proposal. Failure to sign and return this form will subject a respondent's Proposal to disqualification.

- 3.1.11 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

3.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

- 3.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. 11" x 17" paper may be used, if it is folded and bound into the 8 1/2" x 11" Proposal. DO NOT USE METAL-RING HARD COVER BINDERS.
- 3.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 2 of this RFP will be used by the County for evaluation.
- 3.2.3 Separate and identify each criteria response to Section 2 of this RFP by use of a divider sheet with an integral tab for ready reference. The last tab should contain a completed and executed copy of the Execution of Offer Letter, a completed and executed copy of the Felony Conviction Notification as well as certifications from the company's insurance agents.

3.3 TABLE OF CONTENTS:

- 3.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Proposal.

3.4 PAGINATION:

- 3.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.).

3.5 ELECTRONIC MEDIA:

- 3.5.1 One electronic media copy of the Proposal in Adobe PDF format in either a flash drive or CD form shall be submitted.

3.6 FINANCIAL STATEMENTS:

- 3.6.1 In providing the required documents in response to Criteria 2.1.2 and 2.1.3, it is acceptable to submit only one (1) copy of the requested financial statements and financial capability reports in a separate sealed envelope directed to the attention of Cindy Maiorka, Purchasing Agent. The outside of the sealed envelope must include the words "CONFIDENTIAL DOCUMENTS ENCLOSED." These documents will not be subject to open records. If financial statements and financial capability reports are submitted separately, make reference of this in your response to notify all evaluators.

3.7 BONDS & INSURANCE INSTRUCTIONS:

- 3.7.1 Attach a letter of intent from a bonding agent indicating the respondent's bond ability for the Government Center Wayfinding and Signage.

3.7.2 Attach a sample certificate of insurance or a letter of intent from an insurance company indicating the insurability of the respondent for the Government Center Wayfinding and Signage.

3.7.3 The surety and insurance companies shall each acknowledge that the company may be covered for one hundred percent (100%) of the amount of the contract.

3.8 BONDS & INSURANCE REQUIREMENTS:

3.8.1 The Wayfinding and Signage provider shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).

Workers' Compensation:	Statutory
Comprehensive General Liability:	(Including Contractual Liability)
a) Bodily Injury:	\$500,000.00 each occurrence
b) Property Damage:	\$100,000.00 each occurrence
Comprehensive Automobile Liability:	(Any auto, hired auto, non-owned auto)
a) Bodily Injury:	\$250,000.00 each person
	\$500,000.00 each occurrence
b) Property Damage:	\$100,000.00 each occurrence
General Liability Umbrella Policy:	Not Required

3.8.2 must provide Mover's Liability Insurance for damage to property at \$0.60 per pound per article except if additional full-coverage valuation coverage is purchased by the County.

3.8.3 The Wayfinding and Signage provider must meet the following requirements:

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-V or better and be qualified and authorized by the laws of the State of Texas to assume the risk covered by such policy.

3.8.4 The Wayfinding and Signage provider shall deliver to the County:

3.8.4.1 Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the contract; and

3.8.4.2 Replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Wayfinding and Signage provider fails to pay any of the premiums for the insurance, the County shall have the right to make the payments and set off the amount thereof against payments owed to the Wayfinding and Signage provider; and

3.8.4.3 The insurance certificates must name the County and Broaddus & Associates as an Additional Insured, with the exception of Workers' Compensation, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the County, giving the County the right to pay the premium to maintain coverage; and

- 3.8.4.4 The insurance certificates must contain a Waiver of Subrogation in favor of the Owner and an additional insured endorsement for General Liability; and
 - 3.8.4.5 The required insurance policies required in this RFP shall be kept in full force and effect for the period of this contract; and
 - 3.8.4.6 The Wayfinding and Signage provider shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County.
- 3.8.5 The Wayfinding and Signage provider shall meet the following bonding requirements:
- 3.8.5.1 The Wayfinding and Signage provider shall provide evidence satisfactory to the County of bonding capacity in the amount of one hundred percent (100%) of the successful respondent's fee amount; and
 - 3.8.5.2 The Wayfinding and Signage provider shall provide a bid bond in the amount of five percent (5%) of the successful respondent's fee amount to the County submitted with the Proposal; and
 - 3.8.5.3 The Wayfinding and Signage provider shall deliver payment and performance bonds to the County within ten (10) days of execution of the Contract. The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The bonds shall be in the amount equal to the value of the Contract. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Hays County. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than ten (10) percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Wayfinding and Signage provider shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Hays County; and
 - 3.8.5.4 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

SECTION 4 – SPECIFICATIONS FOR THE RFP


- 4.1 **GENERAL:** The County requests Proposals from qualified and experienced Wayfinding and Signage providers for the Government Center meeting the following minimum specifications stated in this Section.
- 4.2 **PROJECT TEAM:** The Project Team includes Hays County Commissioners Court, Broadus & Associates, and the Design Build Contractor Balfour Beatty. During installation of signage and prior to Certificate of Occupancy anticipated for December 5, 2011, the Wayfinding and Signage provider will be subject to Balfour Beatty safety rules requiring installers to wear appropriate construction apparel including hard hats, safety goggles, closed-toe shoes, etc. .

4.3 **SCOPE OF WORK:**

Provide Wayfinding analysis, signage design, fabrication and installation for the following categories of signage:

4.3.1.1 **EXTERIOR IDENTITY AND WAYFINDING SIGNAGE**, including, but not limited to the signage noted on Appendix A-Keyed Site Plan. Note Appendix B Site Aerial Photos for site conditions August 19, 2011.

4.3.1.2 **SIGNAGE ON STOREFRONT DOOR GLAZING** at front public entry/exit, side employee only doors, including, but not limited to:

4.3.1.2.1 Public Entrance Doors-County Seal ,  “Entrance”, “Hours 8 a.m.-5 p.m.”, “No Hand Guns or Smoking”

4.3.1.2.2 Public Exit-“Exit”

4.3.1.2.3 East and West Employees Entrance-“Employees Only”

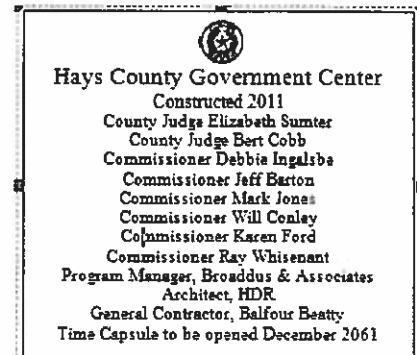
4.3.1.3 **CAST ALUMINUM PLAQUES**

4.3.1.3.1 One combination Dedication/ Time Capsule cover plaque with following information shown to the right as example of plaque casting scope. See Appendix E HDR Sheet ‘Time Capsule’ for installation conditions and dimensions for the combination plaque.

4.3.1.3.2 Ten cast aluminum County Seal installations in the ten courtrooms as indicated by Appendix F County Seal Elevation in Court.

4.3.1.4 **DEPARTMENTAL SIGNAGE** – Design and install departmental signage with room numbers for the following departments/courts:

- District Courts
- County Courts at Law Courts
- 1 Justice of the Peace Court
- Adult Probation



- Compliance
- Constable
- District Attorney
- Juvenile Prob.
- Law Library
- District Clerk
- Auditor
- County Clerk
- Elections
- Human Res.
- Information Technology
- Tax Assessor
- Treasurer
- Grants Administrator

4.3.1.5 ADA SIGNAGE-Design and install code compliant signage which includes, but is not limited to Appendix G Road and Bridge ADA Room Signage, which is best example of Hays County acceptable signage purchased and installed within last year.

4.4 ANTICIPATED PROJECT SCHEDULE: Hays County's milestone events/ preliminary schedule for each department established to date include:

Court Approval of Wayfinding and Signage Proposal	October 4, 2011
Design and Installation	October 5 – December 5, 2011

4.5 BASIS OF COMPENSATION: Payment per terms within Appendix H Hays County General Conditions. This is a tax exempt project; tax exemption forms will be provided to the successful respondent.

4.5.1 The Wayfinding and Signage provider shall not pay less than the wage scale of the various classes of labor as shown on the Prevailing Wage Rates schedule included in this RFP as Appendix F. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Wayfinding and Signage provider because the Wayfinding and Signage provider pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing rate rates.

SECTION 5 – EXECUTION OF OFFER HAYS COUNTY, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or County representative in connection with the submitted Proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted Proposal or any resulting contracts, and the respondent shall be removed from all vendor lists of the County.
3. By signature hereon, a corporate respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the County's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the Proposal directly or indirectly to any competitor or any other person engaged in such line of business.
5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this Proposal.
7. By signature hereon, the respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

“Under Section 2155.004, *Texas Government Code*, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

"Under Section 2254.004, *Texas Government Code*, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the County, or the respondent has not been an employee of the County within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with the respondent.
9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (Ref. Section 3.102, Article 601b, V.T.C.S.)
10. The respondent represents and warrants that all articles and services quoted in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.
11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
12. The respondent acknowledges the following addendum:
Addenda _____ through _____

Complete the following:

FEI No: _____ Charter No: _____

If Sole Owner: _____ If a Corporation: _____
SS No: _____ State of Incorporation: _____

Submitted By:

(Company Name)

(Authorized Signature) (Date)

(Printed Name) (Printed Title)

(Street Address)

(County, State, Zip Code) (Telephone Number)

SECTION 6 – FELONY CONVICTION NOTIFICATION

FELONY CONVICTION NOTICE

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name (Printed):

Authorized Company Official's Name (Printed):

******Sign Only A, B, or C******

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

-
- B. My firm is not owned or operated by anyone who has been convicted of a felony.

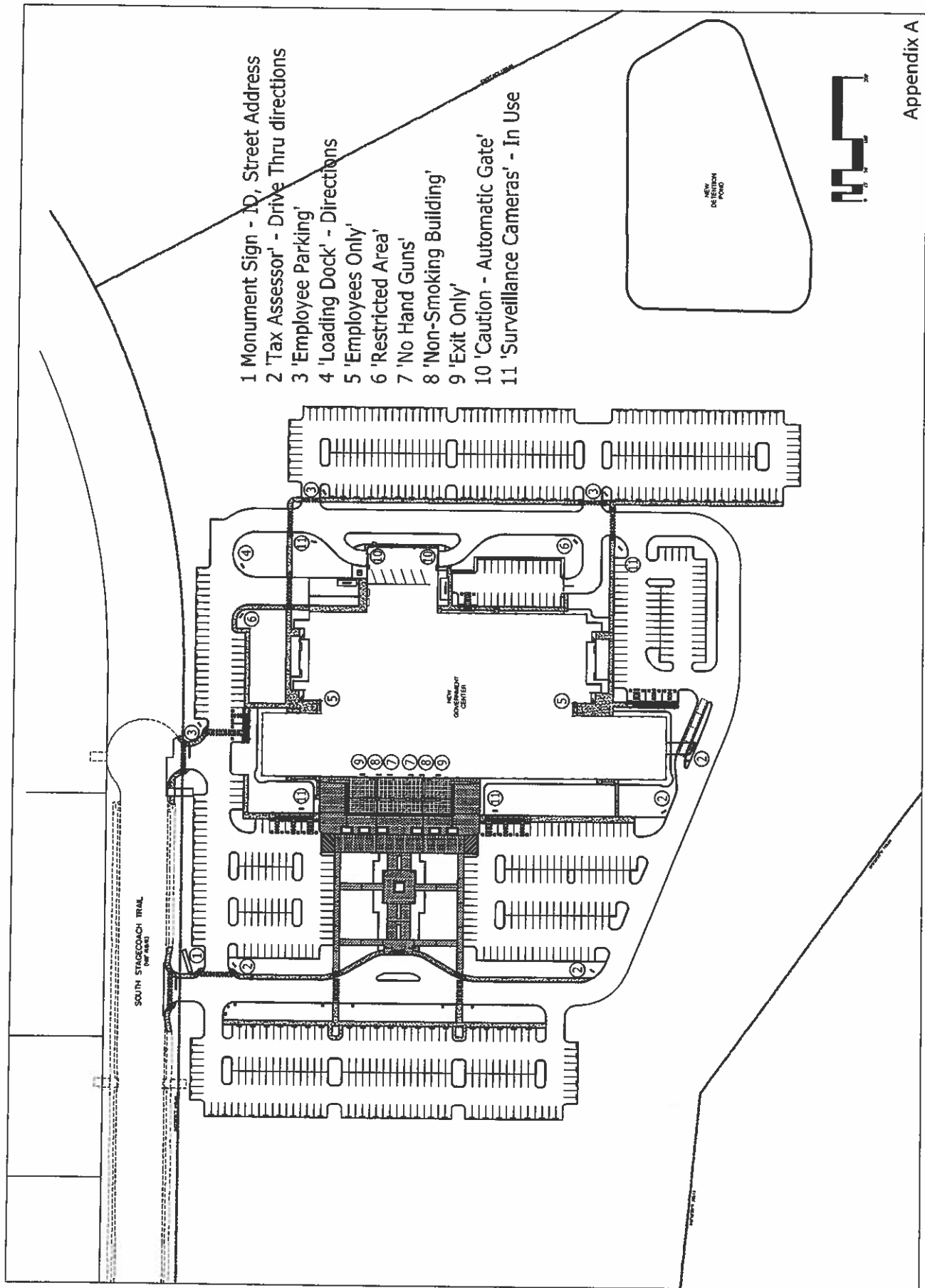
Signature of Company Official:

-
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Details of Conviction(s): _____

Signature of Company Official:



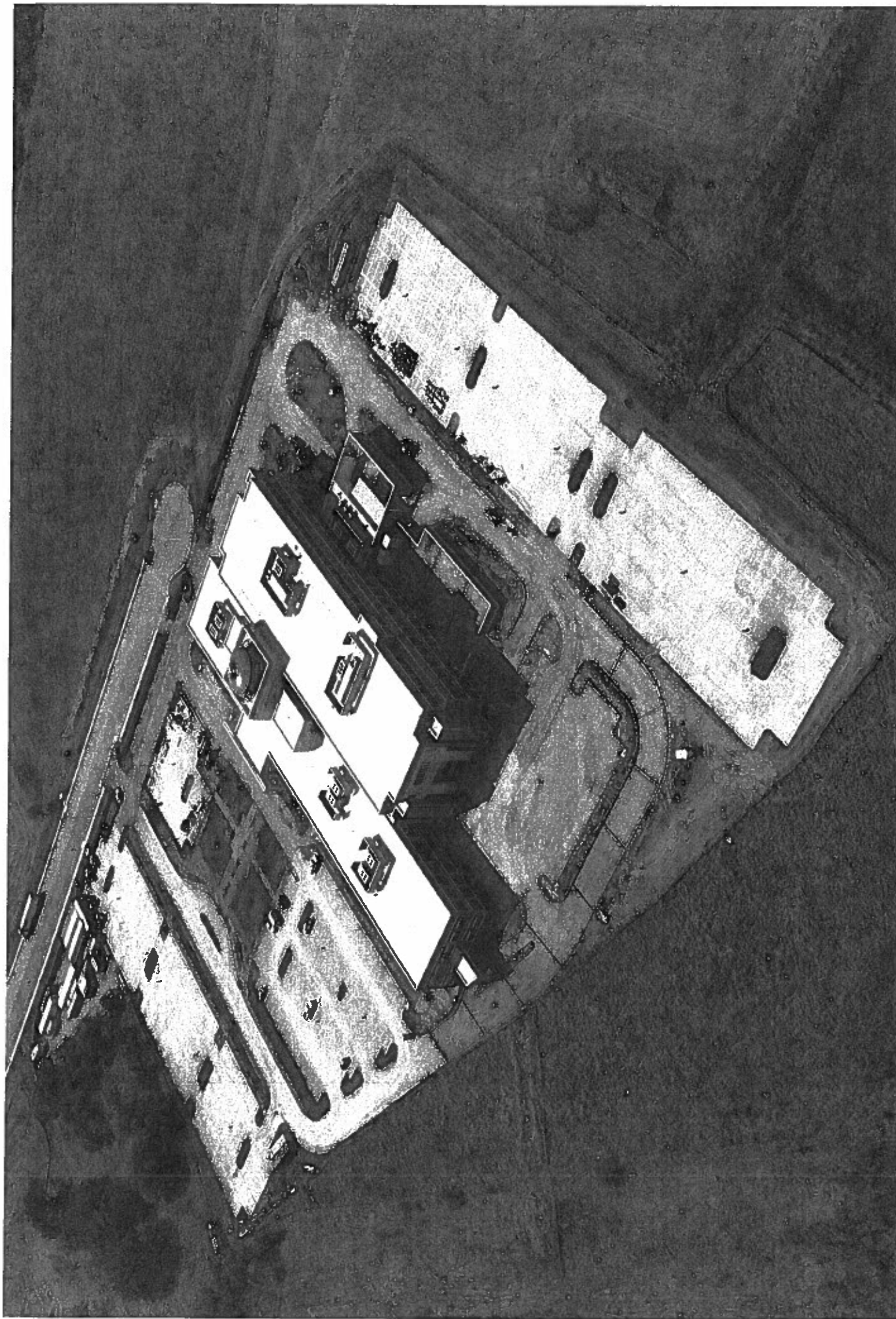


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Date 08.19.11

Hays County Government Center

Appendix B



727.520.8181
www.aerophoto.com

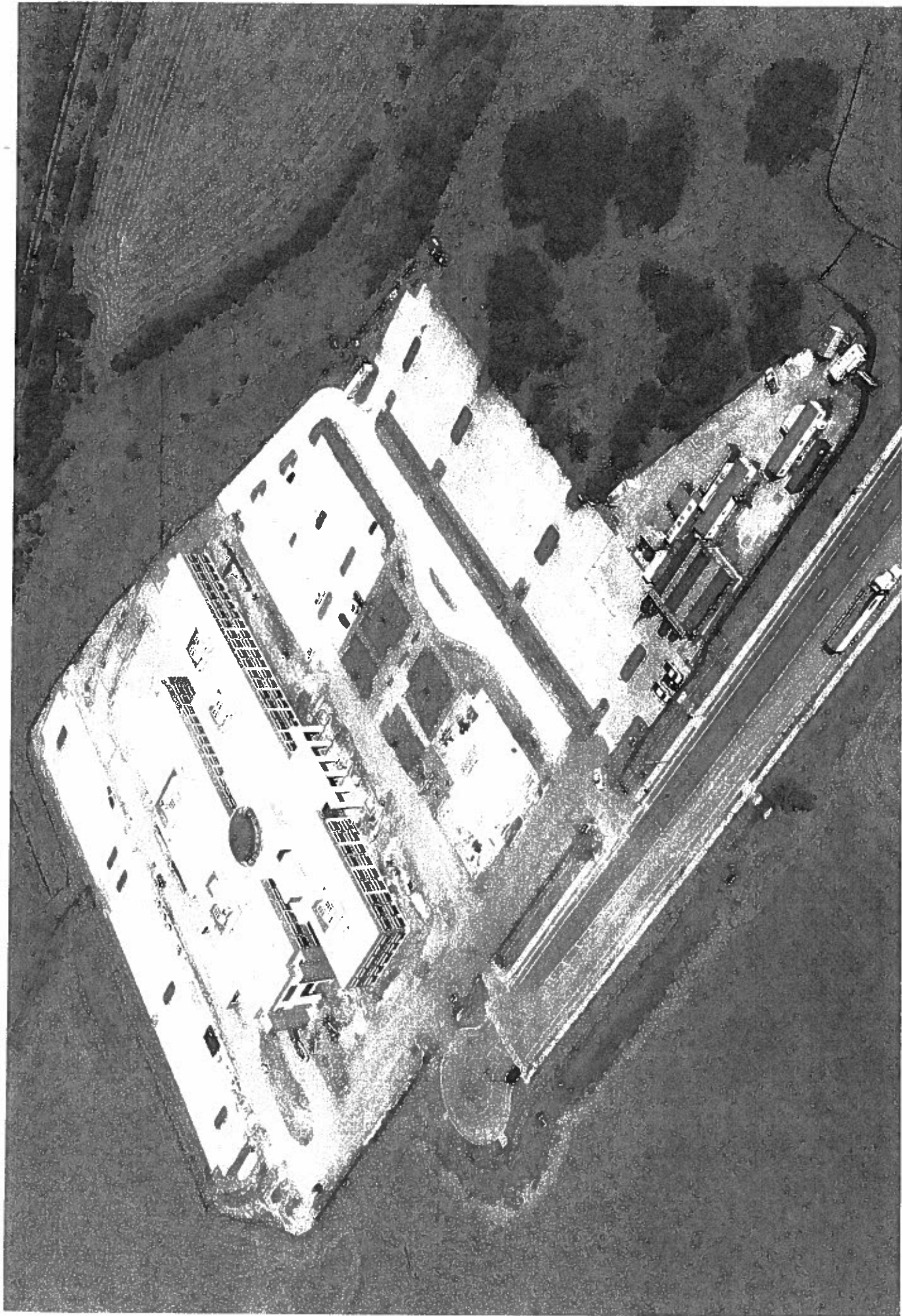


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Date 08.19.11

Appendix B

Hays County Government Center

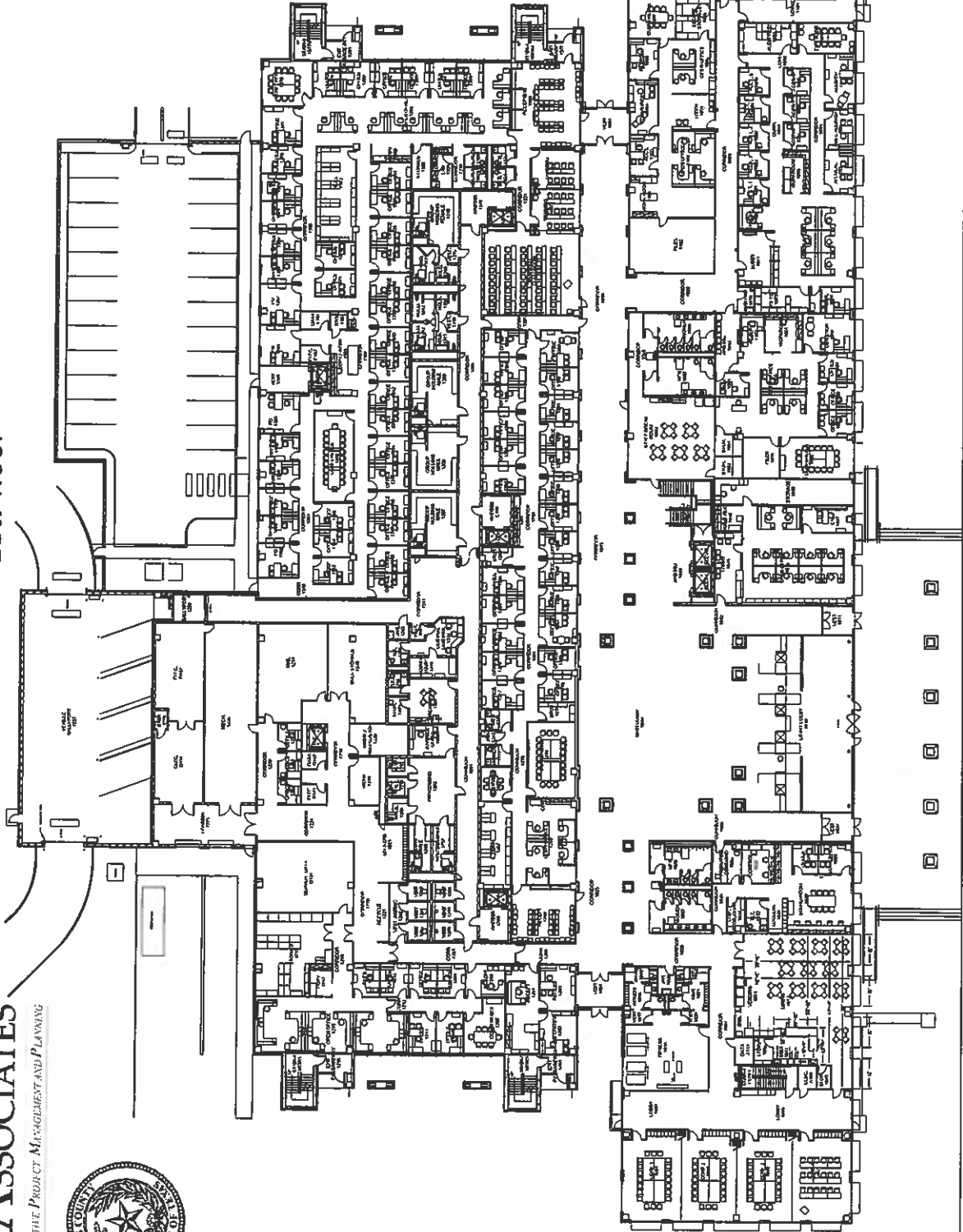
727.520.8181
www.aerophoto.com



Hays Co. Government Center
 1st. floor

Balfour Beatty
 Construction

HDR

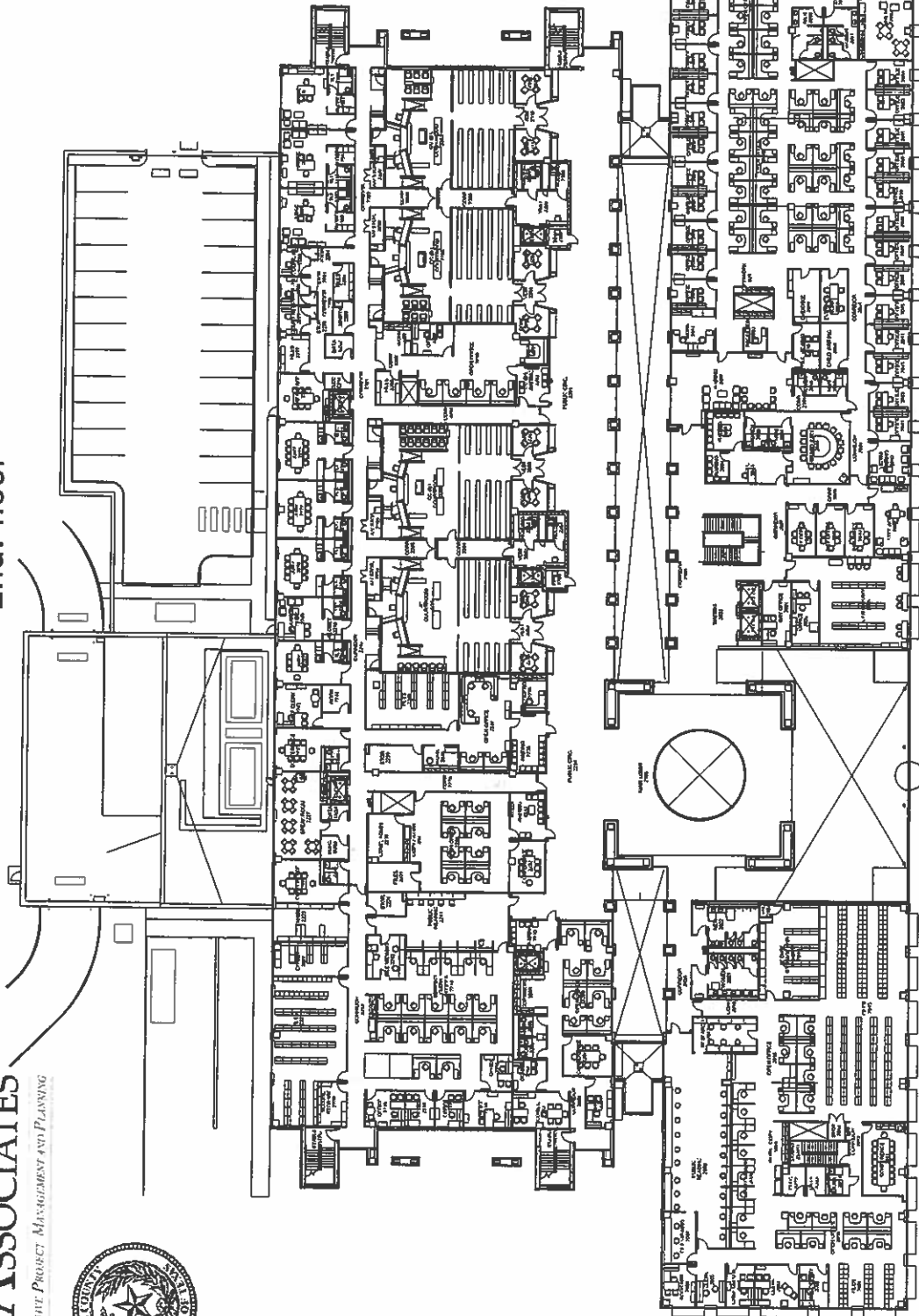




**Hays Co. Government Center
2nd. floor**

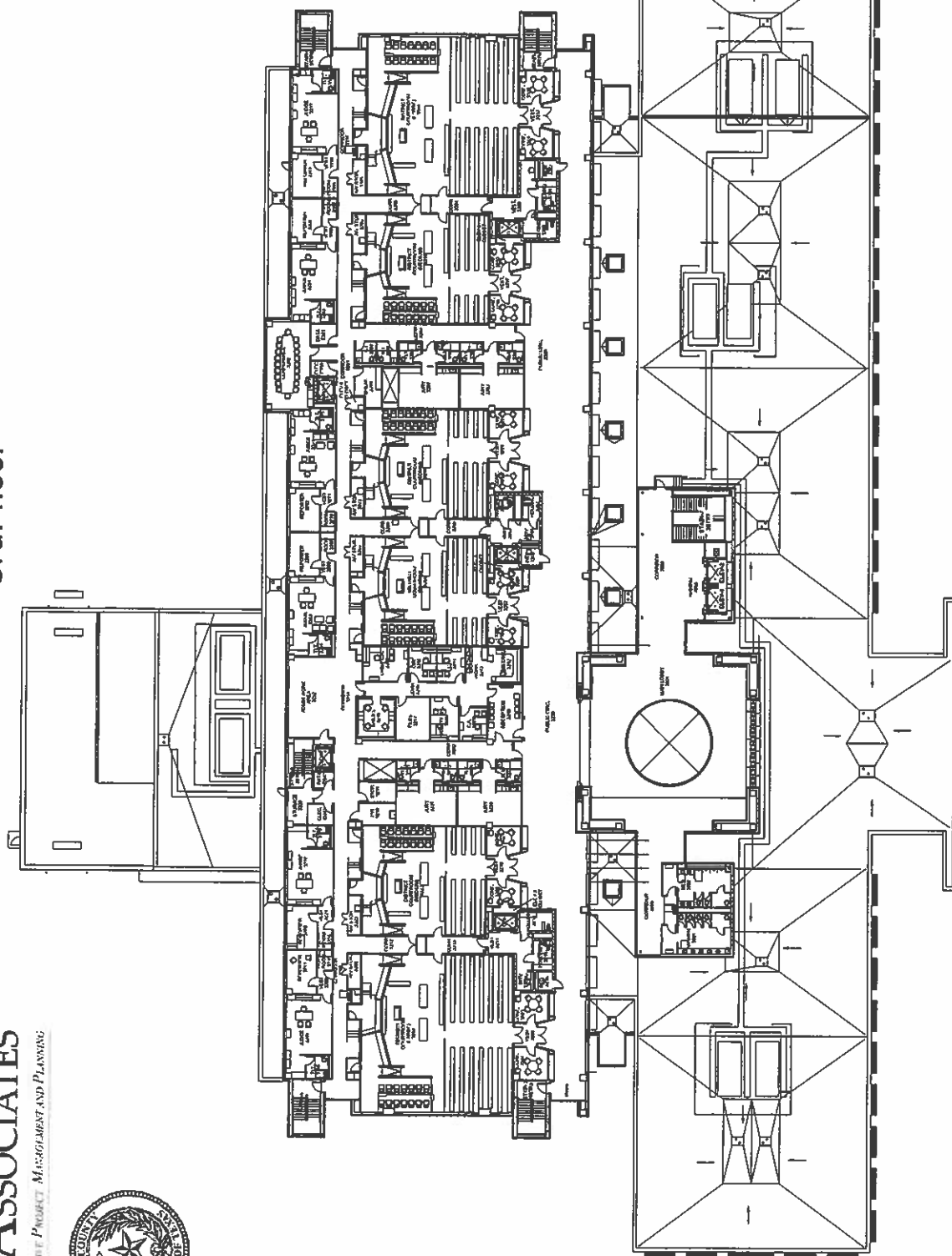
**Balfour Beatty
Construction**

HDR



Balfour Beatty
Construction

HCR



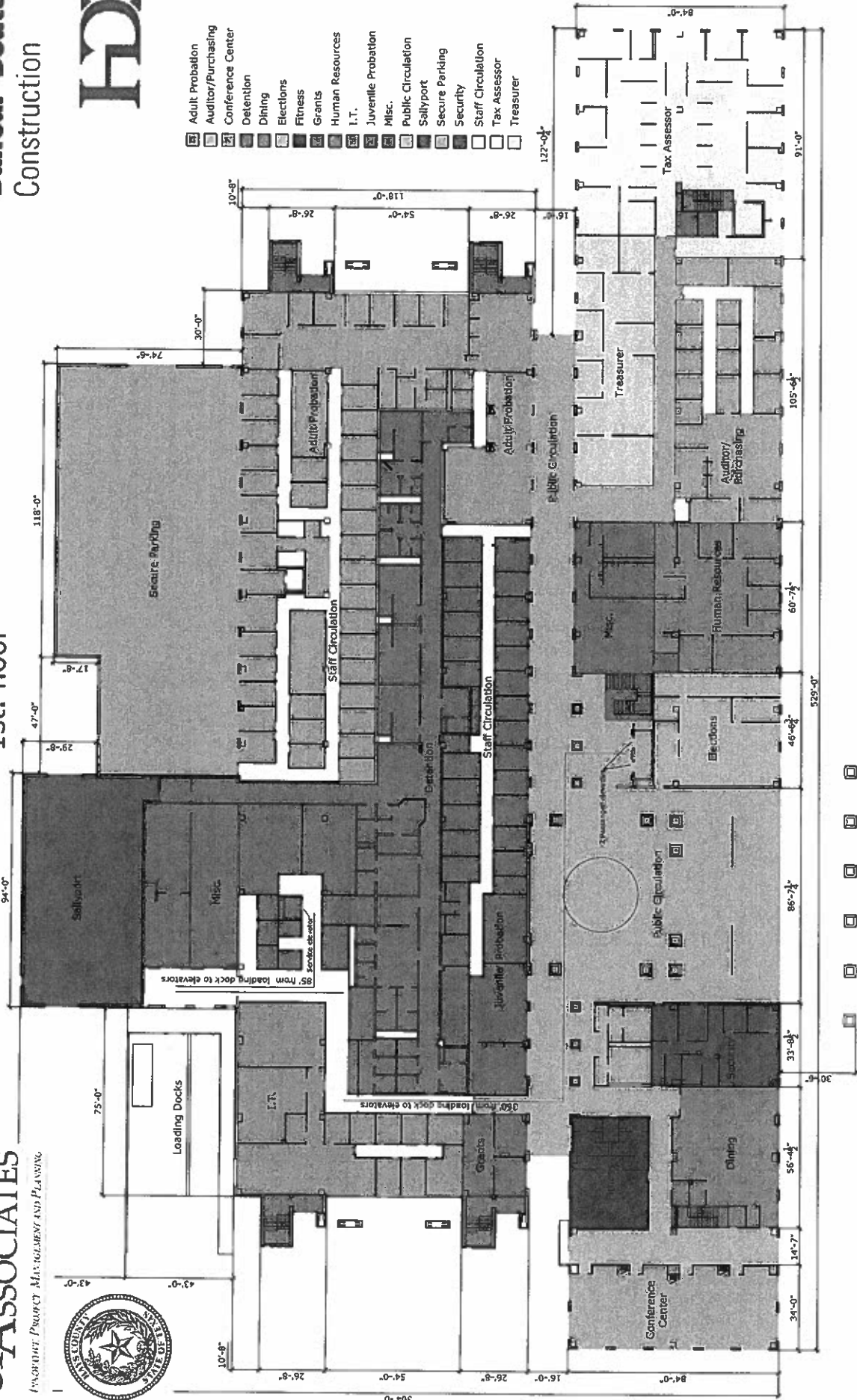
**Hays Co. Government Center
1st. floor**

**Balfour Beatty
Construction**

HDR



- Adult Probation
- Auditor/Purchasing
- Conference Center
- Detention
- Dining
- Elections
- Fitness
- Grants
- Human Resources
- I.T.
- Juvenile Probation
- Misc.
- Public Circulation
- Sallport
- Secure Parking
- Security
- Staff Circulation
- Tax Assessor
- Treasurer

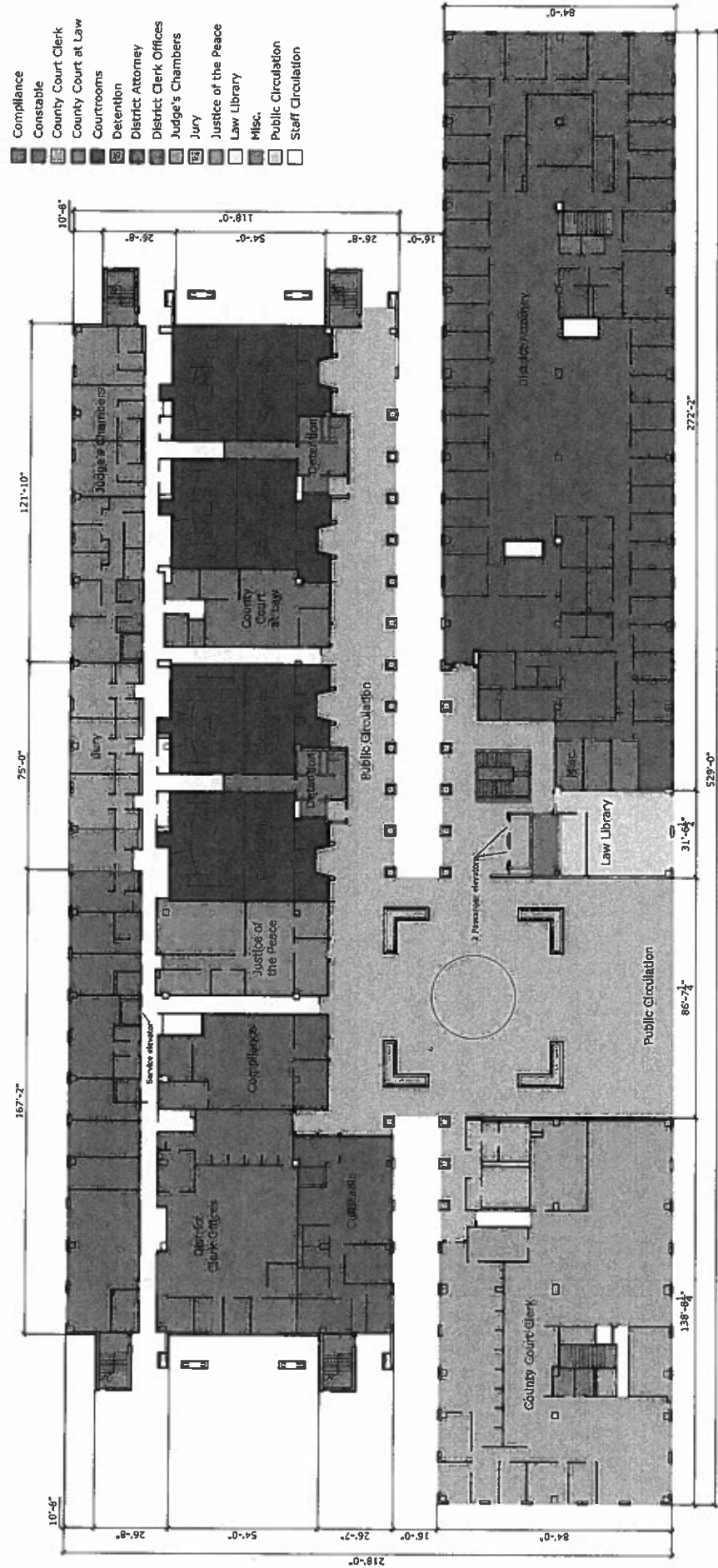


**Hays Co. Government Center
2nd. floor**

**Balfour Beatty
Construction**



HDR



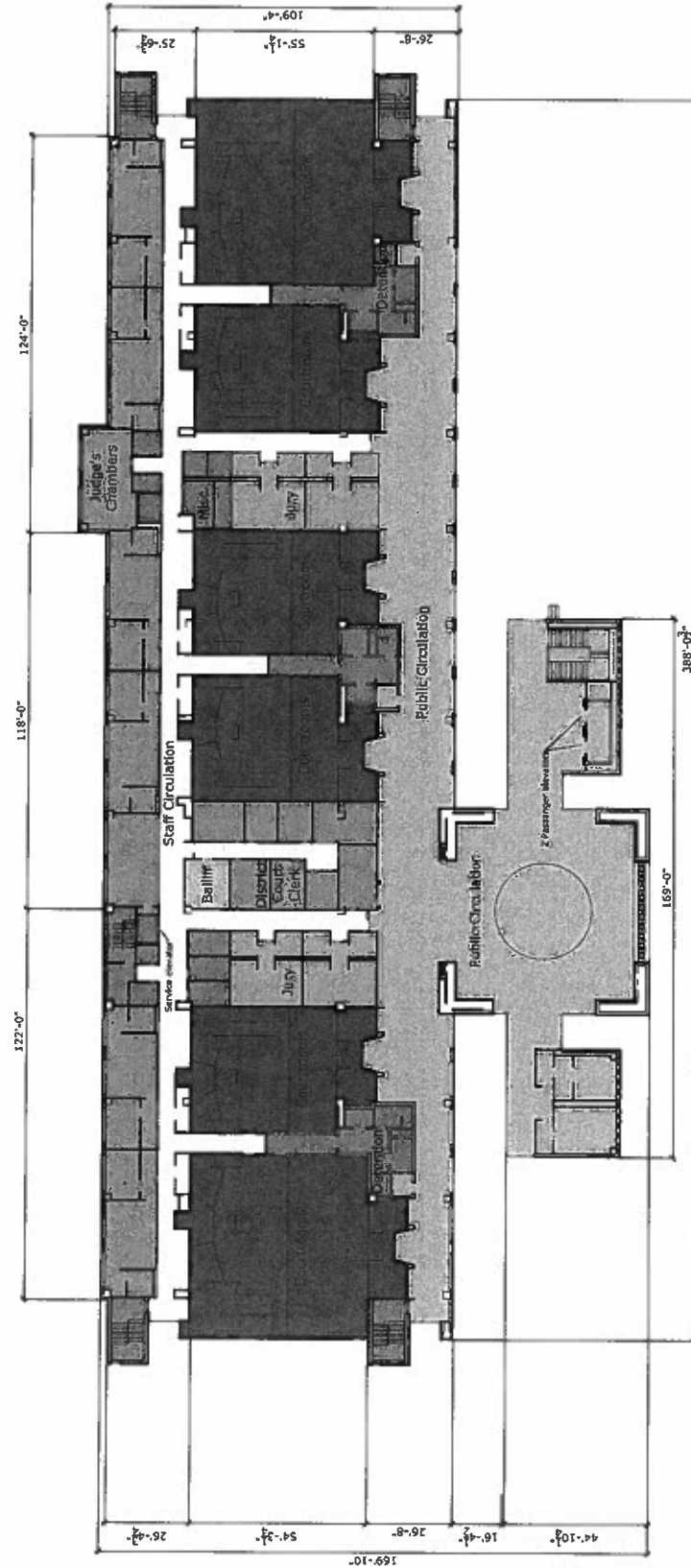


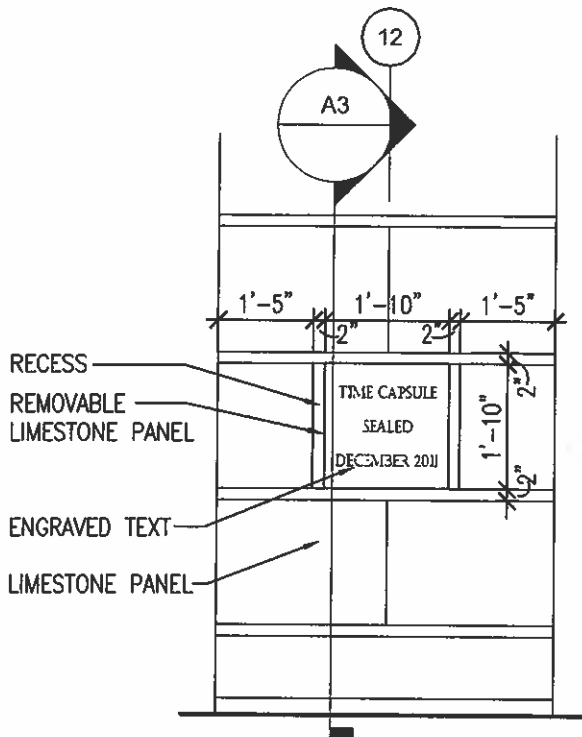
Hays Co. Government Center
3rd. floor

Balfour Beatty
Construction

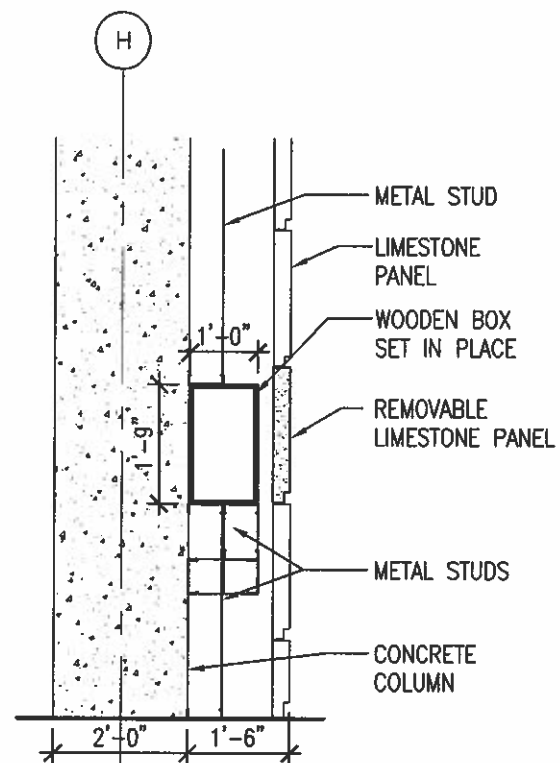
HDR

- Bailiff
- Courtrooms
- Detention
- District Court Clerk
- Judge's Chambers
- Jury
- Misc.
- Public Circulation
- Staff Circulation

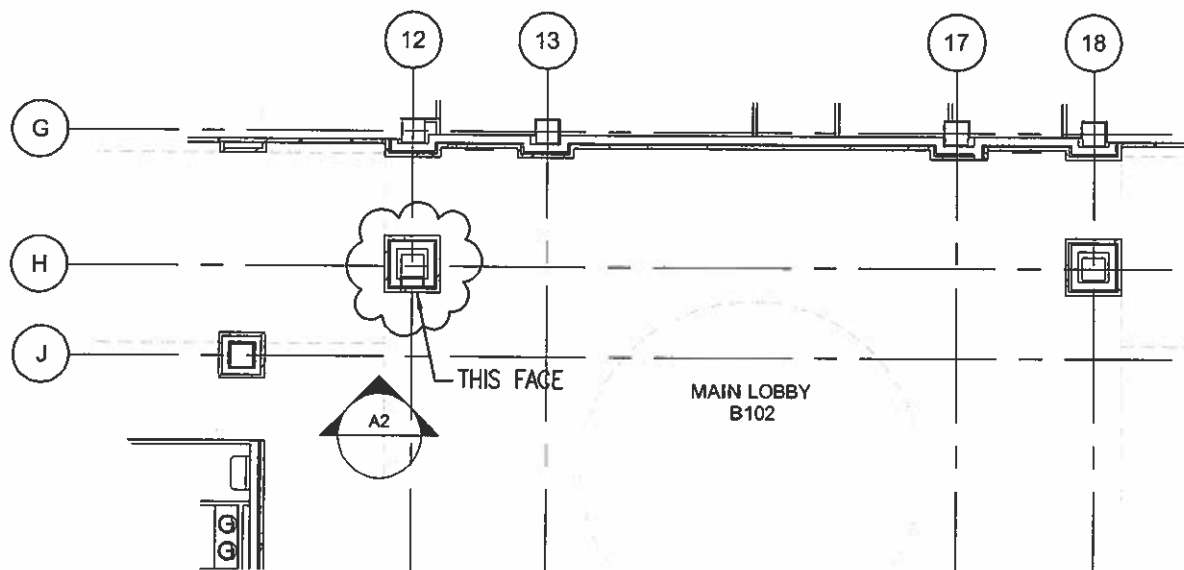




A2 ELEVATION
3/8" = 1'-0"



A3 SECTION
3/8" = 1'-0"



A1 PARTIAL FLOOR PLAN - 1ST FLOOR LOBBY
1/16" = 1'-0"



Project Title
HAYS COUNTY
GOVERNMENT CENTER

Sheet Title
TIME CAPSULE

Project Number
120168

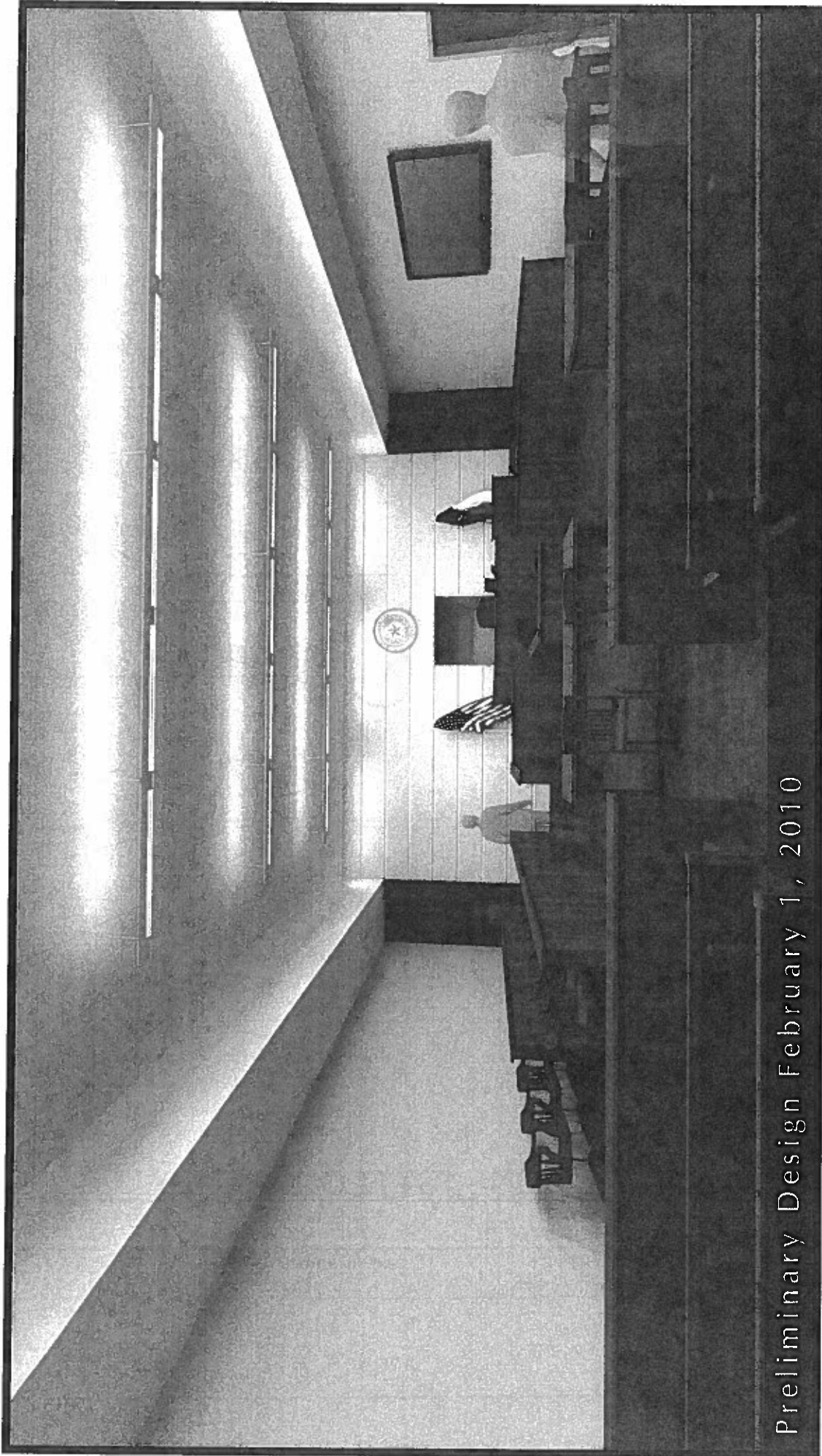
Project Manager
CURT PARDE

Date
11-23-2010

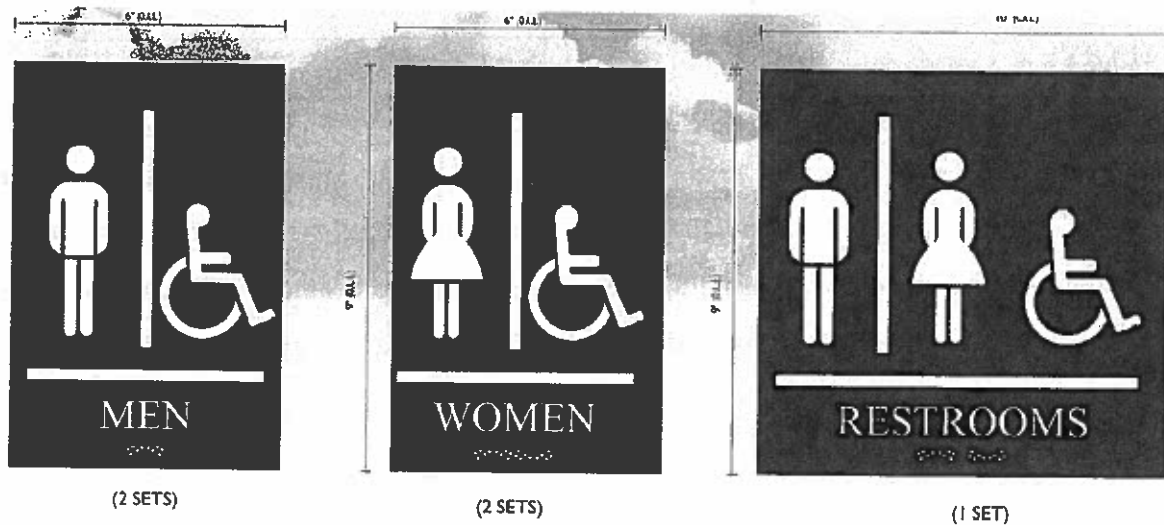
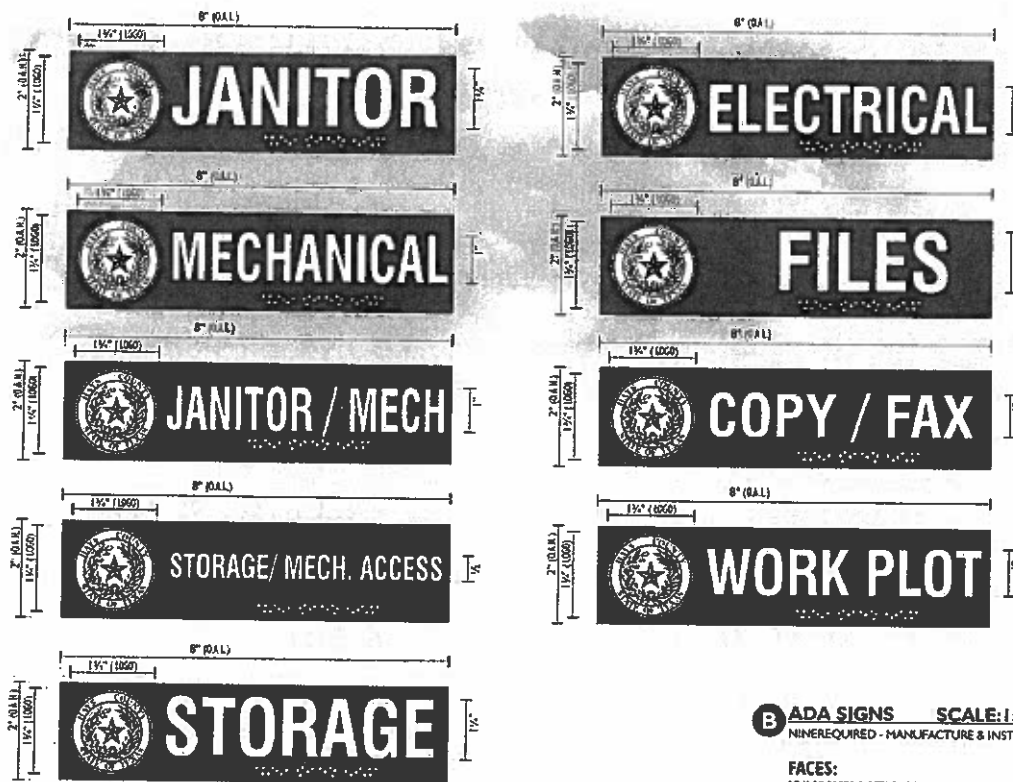
Reference Sheet

Reference Document

Sketch Number



Preliminary Design February 1, 2010



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Approve contract for Dr. Charles P. Anderson, M.D., to provide consultation and supervisory services for the Hays County Personal Health Department Women's' Health clinic.

CHECK ONE:



CONSENT



ACTION



EXECUTIVE SESSION



WORKSHOP



PROCLAMATION



PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: \$100.00 per visit

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-99-020.5448

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

These are services rendered after a delivery

This is a contract for Dr. Charles Anderson to provide consultation and supervisory services to the Hays County Personal Health Department Women's Health clinic and its Family Nurse Practitioner. Dr. Anderson will provide these services for the clinic's family planning clients. These services will be provided from September 1, 2011 through August 31, 2012.

DESCRIPTION OF Item: Approve contract for Dr. Charles P. Anderson, M.D., to provide consultation and supervisory services for the Hays County Personal Health Department Women's' Health clinic.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$100.00 per visit

LINE ITEM NUMBER: 120-675-99-020.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Budgeted in FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Women's Health Family Planning Clinic. These services will be provided from September 1, 2011 through August 31, 2012. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: _____

Date: _____

Printed Name: Charles P. Anderson, M.D.

Complete Address: 1400 HWY 123 San Marcos, TX 78666

State License#: E1801

Expiration Date: 2/28/13

Bert Cobb, Hays County Judge
Hays County Personal Health Dept.

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:

Approve the renewal of annual agreement related to the appointment of Dr. Charles P. Anderson, MD as the Hays County Local Health Authority pursuant to Chapter 121.023, Texas Health and Safety Code.

CHECK ONE:

☒

CONSENT

☐

ACTION

☐

EXECUTIVE SESSION

☐

WORKSHOP

☐

PROCLAMATION

☐

PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: \$6000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-00.5448

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

This is an annual renewal for Dr. Anderson stating his duties as the Local Health Authority and the duty of Hays County to reimburse him for this service.

This agreement is for one year beginning September 1, 2011 and extending through August 31, 2012.

DESCRIPTION OF Item: Approve the renewal of annual agreement related to the appointment of Dr. Charles P. Anderson, MD as the Hays County Local Health Authority pursuant to Chapter 121.023, Texas Health and Safety Code.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$6000.00

LINE ITEM NUMBER: 120-675-00.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Budgeted for FY2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

AGREEMENT RELATING TO THE APPOINTMENT OF CHARLES P. ANDERSON, M.D. AS THE HAYS COUNTY LOCAL HEALTH AUTHORITY

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This Agreement is entered into by and between the County of Hays ("County") and Dr. Charles P. Anderson, M.D. ("Local Health Authority") pursuant to Chapter 121, Subchapter B of the Texas Health & Safety Code.

SECTION 1. QUALIFICATIONS AND STATUS OF LOCAL HEALTH AUTHORITY

The Local Health Authority hereby represents that he is a resident of Hays County, Texas and is a competent, licensed physician with an unrestricted license from the Texas state Board of Medical Examiners. For purposes of this Agreement, the Local Health Authority is an independent contractor and shall not be considered an employee or agent of Hays County, Texas.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall be one year (pursuant to Section 121.023, Texas Health & Safety Code) beginning on September 1, 2011 extending through August 31, 2012.

SECTION 3. DUTIES OF THE PARTIES

The Local Health Authority agrees to:

- Provide consultation and direction concerning medical professional issues as needed by personal health department staff.
- Act as Hays County personal health representative during times of disasters, communicable disease outbreaks and epidemics of disease within the county.
- Act as liaison for public health and/or medical professional issues within the medical professional community, the media and county officials.
- Review and/or revise all health department protocols, including, but not limited to, immunizations, maternal and child health, and communicable disease control.
- Establish, maintain and enforce control measures regarding communicable or infectious diseases.
- Ensure reporting by local physicians and health care providers of contagious, infectious, and dangerous epidemic diseases to the responsible DSHS Regional Office.
- Enforce state and local public health laws, rules, requirements, and ordinances regarding sanitation and control measures.



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

- Ensure local adherence to state law regarding vital statistics collections including accuracy of birth and death records.

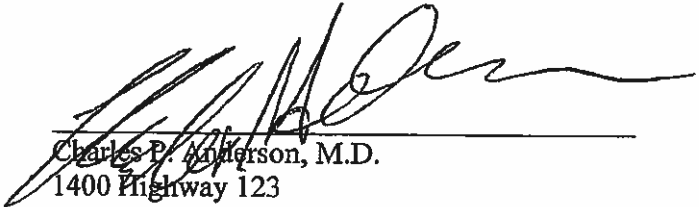
The county agrees to:

- Pay the Local Health Authority \$6,000.00 per year to be paid on a monthly basis at a rate of \$500.00 per month.

SECTION 4. TERMINATION OF THE AGREEMENT

The Local Health Authority may be removed from office for cause under the personnel procedures applicable to Hays County department heads pursuant to Section 121.025, Texas health & Safety Code.

Hays County Judge Bert Cobb
Hays County Courthouse
San Marcos, Texas 78666



Charles P. Anderson, M.D.
1400 Highway 123
San Marcos, Texas 78666
Texas State License Number E1801

ATTEST:

Liz Q. Gonzalez, Hays County Clerk

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 renewal of contracts for Dr. Charles P. Anderson, MD and Dr. Alberto Santos, DO to provide services for the Hays County Personal Health Department Family Clinic.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: \$100.00 per visit

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-07.5448

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

These are annual contracts for Dr. Anderson and Dr. Santos to provide supervision and consultation for the Hays County Personal Health Department's Family Clinic Nurse Practitioner. These services will be provided from September 1, 2011 through August 31, 2012.

DESCRIPTION OF Item: Approve renewal of contracts for Dr. Charles P. Anderson, MD and Dr. Alberto Santos, DO to provide services for the Hays County Personal Health Department Family Clinic.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$100.00 per visit

LINE ITEM NUMBER: 120-675-07.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Budgeted in FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Family Clinic on a rotating basis with other physicians. These services will be provided from September 1, 2011 through August 31, 2012. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: _____

Date: _____

Printed Name: Charles P. Anderson, M.D.

Complete Address: 1400 HWY 123 San Marcos, TX 78666

State License#: E1801

Expiration Date: 8-28-13

Bert Cobb, Hays County Judge
Hays County Personal Health Dept.

Date



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

HAYS COUNTY PERSONAL HEALTH DEPARTMENT SERVICE AGREEMENT

I hereby agree to provide physician services to the Hays County Personal Health Department-Hays County Family Clinic on a rotating basis with other physicians. These services will be provided from September 1, 2011 through August 31, 2012. The agreed upon fee is \$100.00 per clinic and will be paid on a monthly basis through the Hays County Auditor's Office.

This agreement can be terminated or renegotiated with a two week notice by either the physician or the Hays County Personal Health Department.

Physician Signature: _____

Date: 7/12/11

Printed Name: Alberto Santos III. D.O.

Complete Address: 132 Jackson Lane #112, San Marcos, TX, 78666

State License#: L5125

Expiration Date: 5/31/17

Bert Cobb, M.D., Hays County Judge
Hays County Personal Health Dept.

Date

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520

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 the Budget of Constable Pct 3 for supplies from equipment savings.

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

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

Amount Required: \$ 279

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-637-00.5206 Law Enf Supplies
from 001-637-00.5717 Law Enf Eqpt

REQUESTED BY: Darrell Ayers/Auditors Office

SPONSORED BY: Conley

SUMMARY:

Constable wishes to purchase lapel microphones and other supplies not deemed eqpt; will use savings from eqpt line to do so.

See Budget Amendment

DESCRIPTION OF Item: Amend the Budget of Constable Pct 3 for supplies from equipment savings.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$279

LINE ITEM NUMBER: to 001-637-00.5206 Law Enf Supplies

from 001-637-00.5717 Law Enf Eqpt

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**AMENDMENT
NO. 2011-041 CC
FY2011 Budget
9/6/2011**

**FUND NO. 001
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Constable 3 (637):</u>				
001-637-00.5206 Law Enf Supplies	2,129	279		2,408
001-637-00.5717 Law Enf Eqpt	8,506		(279)	8,227
Transfer for lapel microphones deemed supplies				
<u>Information Technology (680):</u>				
001-680-00.5712 Computer Eqpt	253,200	2,000		255,200
001-680-00.5551 Continuing Ed.	4,000		(2,000)	2,000
Transfer for higher capacity switch for Emerg.Mgmt building				

**FUND NO. 071
FUND TITLE: COURTHOUSE SECURITY**

<u>Courthouse Security/County Court (612):</u>				
071-612-00.5551 Continuing Ed	350	30		380
071-612-00.5301 Operating	1,600		(30)	1,570
Transfer for balance of certification				

Agenda Item Request Form

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

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

AGENDA ITEM: Amend Information Technology budget to purchase an HP Pro Curve switch for the EMC Building.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: \$2,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-680-00.5712

REQUESTED BY: Jeff McGill/Jeff Turner

SPONSORED BY: Judge Bert Cobb, M.D.

Due to other offices moving to the EMC Building, there is a need for a higher capacity switch to accommodate all of the equipment. The HP Pro Curve switch with 48 port capacity will provide the adequate coverage needed. Savings in continuing education will fund this purchase.

Budget Amendment:

001-680-00.5551: (2,000)

001-680-00.5712: 2,000

DESCRIPTION OF Item: Amend Information Technology budget to purchase an HP Pro Curve switch for the EMC Building.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$2,000

LINE ITEM NUMBER: 001-680-00.5712

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Constable 3 (637):</u>				
001-637-00.5206 Law Enf Supplies	2,129	279		2,408
001-637-00.5717 Law Enf Eqpt	8,506		(279)	8,227
Transfer for lapel microphones deemed supplies				
<u>Information Technology (680):</u>				
001-680-00.5712 Computer Eqpt	253,200	2,000		255,200
001-680-00.5551 Continuing Ed.	4,000		(2,000)	2,000
Transfer for higher capacity switch for Emerg.Mgmt building				

FUND NO. 071
FUND TITLE: COURTHOUSE SECURITY

<u>Courthouse Security/County Court (612):</u>				
071-612-00.5551 Continuing Ed	350	30		380
071-612-00.5301 Operating	1,600		(30)	1,570
Transfer for balance of certification				

Agenda Item Request Form

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

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

AGENDA ITEM: Amend the Budget of Courthouse Security Fund for Continuing Education.

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

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

Amount Required: \$ 30

**LINE ITEM NUMBER OF FUNDS REQUIRED :to 107-612-00.5551 Continuing Ed
from 107-612-00.5301 Operating**

REQUESTED BY: Judge Rodriguez

SPONSORED BY: Cobb

SUMMARY:

Balance of licensing/certification needed is \$30; from operating

See Budget Amendment

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Constable 3 (637):</u>				
001-637-00.5206 Law Enf Supplies	2,129	279		2,408
001-637-00.5717 Law Enf Eqpt	8,506		(279)	8,227
Transfer for lapel microphones deemed supplies				
<u>Information Technology (680):</u>				
001-680-00.5712 Computer Eqpt	253,200	2,000		255,200
001-680-00.5551 Continuing Ed.	4,000		(2,000)	2,000
Transfer for higher capacity switch for Emerg.Mgmt building				

FUND NO. 071
FUND TITLE: COURTHOUSE SECURITY

<u>Courthouse Security/County Court (612):</u>				
071-612-00.5551 Continuing Ed	350	30		380
071-612-00.5301 Operating	1,600		(30)	1,570
Transfer for balance of certification				

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: Authorize the County Judge to accept and execute service agreement renewal with Appriss for the Victim Information and Notification Everyday (VINE) program for up to \$30,710.00.

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

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: /Hauff

SPONSORED BY: Cobb

SUMMARY: The VINE program is administered by the Office of the Attorney General of Texas (OAG), to provide statewide automated system to provide crime victims with accurate and up-to-date information and notification of county inmate status and court events. Appriss is the contract provider selected by the OAG to support the VINE program. Attached is the original maintenance renewal agreement in the amount of \$30,710.00 to cover costs for the renewal of services through August 31, 2012. .

DESCRIPTION OF Item: Authorize the County Judge to accept and execute service agreement renewal with Appriss for the Victim Information and Notification Everyday (VINE) program for up to \$30,710.00.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$30,710

LINE ITEM NUMBER: 001-618-99-004-5448

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Budgeted for FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

August 30, 2011

The Honorable Bert Cobb
Hays County Judge's Office
111 E. San Antonio Street, Ste. 300
San Marcos, TX 78666



10401 Linn Station Road
Louisville, KY 40223-3842
502-581-8403 800-816-0491
www.appriss.com

Dear Judge Cobb:

This letter is to walk you through the 2012 renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period will end as of August 31, 2011.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2012. In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-08 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date.
- **Service Agreement Renewal.** This agreement is between Appriss and «County». The cost of the renewal should agree with Exhibit R-08. Please sign the enclosed documents and return one copy to Appriss at the above address, one copy to Chris Gersbach at the Texas Attorney General's Office -- MC-004 at P.O. Box 12548, Austin, TX 78711-2548 and retain one copy for your records.

Note: Invoices for the fiscal year 2012 will not be mailed to the County until September 1, 2011.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3850.

Sincerely,
Appriss Inc.

Colleen G. Heslin
Account Specialist

Enclosures

R-08 Service Agreement Renewal Notice

DATE: August 30, 2011
CUSTOMER NAME: Hays County
LOCATION: 111 East San Antonio Street, #300
San Marcos, TX 78666
PROJECT TYPE: Hays County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: November 23, 2004
SERVICE AGREEMENT RENEWAL DATE: September 1, 2011
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2012
PROJECT PRICING: \$30,710



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

Contract Changes: None

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

AUTHORIZATION:

APPRISS, INC., BY:

Signature

08/30/11
Date

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:

Signature

Date

Hays County Judge - Bert Cobb, M.D.

Title

Name

Provider of the Service

**Exhibit R-08 Maintenance Renewal
Automated Victim Notification Services
Hays County**

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-08 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2012.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	# of Months Through 8/31/12	Total Maintenance Amount Due
\$26,333	\$4,377	\$30,710	12 Months	\$30,710

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" ¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

Vendor Certification Verbiage

Pricing Model for FY 2011, and if Vendor Certification extended, Pricing Model for FY 2012 and FY 2013

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, contains a 2% increase from the Pricing Model for FY 2010.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, covers "Annual Standard Maintenance Fee" and "Standard Maintenance Work" done by the Certified Vendor related to an entity changing their booking system from their existing VINE-supported booking system to a new VINE-supported booking system. "Standard Maintenance Work" includes interface installation, setup, configuration, testing and documentation. A VINE-supported booking system is one for which an interface already exists. The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, also includes the "Out of Scope Costs", as identified in this Part.

Booking systems that are "Not Yet VINE-supported" include those without an existing interface. They are not considered "Standard Maintenance Work" and are subject to the hourly contract rates for "Out of Scope Costs" as identified in this Part.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, does not include "3rd Party Vendor Fees" -- which are additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to accept and execute a Maintenance Grant Contract from The Office of the Attorney General in the amount of \$30,710.00 for statewide crime victim notification service (SAVNS) and to amend the budget accordingly.

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

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Cobb

SUMMARY: This grant contract is a statewide crime victim notification service (SAVNS) grant program is to maintain Texas Counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the right of victims of crime. The Office of the Attorney General will reimburse Hays County for certain costs incurred in the implementation and operation of its portion of the statewide crime victim notification service. Hays County has participated in this program for a number of years, and this a renewal for the service. Attached is the original SAVNS Maintenance Grant Contract.

DESCRIPTION OF Item: Authorize the County Judge to accept and execute a Maintenance Grant Contract from The Office of the Attorney General in the amount of \$30,710.00 for statewide crime victim notification service (SAVNS) and to amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$ 30,710

LINE ITEM NUMBER: 001-618-99-004-4301

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Budgeted for FY 2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HAYS COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1224534

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

SECTION 1. PURPOSE OF THE CONTRACT

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

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011, with an option to extend. The OAG extended the term until August 31, 2012. The Vendor Certification includes a "Detail of Services", containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, all comprising the "Vendor Certification Documents". The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the September 1, 2011, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2012.

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

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

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

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

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the Service Period (Term) of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

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

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

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

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

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

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

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

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

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution

of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

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

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log". GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

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

4.3.2 Requests for Reimbursement. OAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation. The OAG may limit the requests for reimbursement to time periods of less than 12 months.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2012, (and, if this contract is extended, for each additional year), GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

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

4.3.5 Timing of Submission of Invoices for Requests for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. The OAG may limit the requests for reimbursement to time periods of less than 12 months. Upon submission and approval of the GRANTEE’s requests for reimbursement, the GRANTEE may receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

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

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

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

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

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

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

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

- a. A fully executed GRANTEE's Services Agreement (or Renewal Notice) with the Certified Vendor for the time period covered by this contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this contract;
- c. A completed OAG form "Verification of Continuing Production Record";
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within ten (10) days of receiving the pre-reimbursement funding from the OAG.

SECTION 5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

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

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

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

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

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

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

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

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

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

6.4 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

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

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

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

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

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

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

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

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

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

SECTION 10. GENERAL TERMS AND CONDITIONS

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

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

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

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will

be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

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

SECTION 11. SPECIAL TERMS AND CONDITIONS

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

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

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the

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

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

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

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

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

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

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

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

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

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

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

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

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

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

OFFICE OF THE ATTORNEY GENERAL

HAYS COUNTY

Attorney General or designee

Authorized Official

Printed Name

Hays County Judge - Bert Cobb, M

Printed Name

Date: _____

Date: _____

EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HAYS COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1224534

Population Size: Large

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

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

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

THIRTY THOUSAND SEVEN HUNDRED TEN AND 00/100 (\$30,710)

Maximum Number of Months. The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HAYS COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1224534

OAG CERTIFICATIONS AND ASSURANCES

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

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

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

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

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

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

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

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

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

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

- (16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- (17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
- (21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- (22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
- (23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
- (24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
- (25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a Public Hearing, with possible action, to establish traffic regulations (school zone) on Posey Road between the Railroad Tracks West to Hunter Road.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

Business owners and residents have expressed concern with the volume of traffic, especially larger truck traffic, and the daycare/pre-school that is located on Posey and have requested a school zone be established.

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:

11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (5 lots). Discussion and possible action to approve final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Los Ranchos is a recorded subdivision located off of F.M. 150 in Precinct 4. The subdivision was originally platted in 1978 as a 28 lot subdivision. Today there are 35 taxable parcels on the CAD records.

The current configuration of the two lots consists of seven unplatted parcels, three of which are currently developed. This purpose of this resubdivision is to plat five new lots, thereby allowing the existing parcels to be further developed.

In response to concerns from the neighborhood, the property owner has submitted a revised final plat which reduces the density by one lot.

The proposed lot sizes are as follows: Lot 20A, 6.68; Lot 20B, 2.54; Lot 20C, 4.71; Lot 20D, 2.00; Lot 19A, 4.61. Water and wastewater service for all lots will be provided by individual water wells and on-site sewage facilities. Lots 20B and 20D are restricted to advanced septic systems only.

The preliminary plan was discussed and approved on July 26, 2011. A public hearing was held on August 23, 2011, at which point the final plat approval was delayed.

VOLUME 2, PAGE 8, HAYS COUNTY PLAT RECORDS

Victor M. Garzo
Registered Professional Land Surveyor
No. 4740 - State of Texas



B&G Surveying, Inc.
Dorsey H. Burris & Associates
 Surveyed by Dorsey H. Burris & Associates

LOT SIZE CATEGORIES	
0 LOTS	10 ACRES OR LARGER
1 LOT	LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
4 LOTS	2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS	LARGER THAN 1.00 ACRE AND SMALLER THAN 2.0 ACRES AND SMALLER THAN 1.00 ACRE

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:

11-4-25 Roadrunner Ridge Subdivision (2 lots). Discussion and possible action to consider approval of preliminary plan.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

The Roadrunner Ridge Subdivision is a proposed subdivision of 12.10 acres of land located off Twin Oaks Trail in Precinct 4. The division will consist of two lots – Lot 1, 6.10 acres; Lot 2, 6.00 acres. Water and wastewater services will be provided by private wells and on-site sewage facilities for each lot at the time of development.

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 authorize the County Judge to execute an Interlocal Assistance Agreement for continuance of the Regional Auto Theft Enforcement Task Force.

CHECK ONE:	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ACTION	<input type="checkbox"/> EXECUTIVE SESSION
	<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> PROCLAMATION	<input type="checkbox"/> PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the annual agreement with the Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Grant. Funding for the program includes Travis County and 14 other counties with the Sheriff of each county forming the Advisory Board of the program. Travis County will receive roughly half of the award. Travis County's portion of the cash match is fully budgeted.

PBO recommends approval to continue the program.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The goal of the program is to reduce auto theft rates in the task force areas.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

NA

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

Matching funds are from Travis County field agent salary and County Agents salary fringe benefits.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No - not allowable.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

NA

6. If this is a new program, please provide information why the County should expand into this area.

The Task Force has been in existence since 1995.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.

**Texas Burglary and Automobile Theft
Prevention Authority
Approved Budget Summary**

Grant Number:	SA-T01-10069-12	Region:	1200
Grantee:	Travis County	Date:	07/14/11
Project Title:	Sheriff's Combined Auto Theft Task Force (SCATTF)		
Grant Period:	09/01/2011 to 08/31/2012		
Funding Source:	Auto Burglary & Theft Prevention Authority		

	ABTPA	Cash Match	In-Kind	TOTAL
A. Personnel:	\$618,617	\$329,820		\$948,437
B. Contractual:				\$0
C. Travel:	\$5,570			\$5,570
D. Equipment:				\$0
E. Supplies:	\$25,727			\$25,727
F. Indirect:				\$0
Total:	\$649,914	\$329,820	\$0	\$979,734

Budget Detail:

- A.** Sergeant \$89,204; Public Awareness Coordinator \$38,084; Field Agent-Bastrop \$46,750; Field Agent-Colorado Co. \$40,824; Field Agent-Comal Co. \$66,440; Field Agent-Guadalupe Co. \$52,251; Field Agent-Hays Co. \$63,182; Field Agent-Travis Co. \$81,275; Field Agent-Travis Co. \$81,275; Field Agent-Wharton Co. \$49,332; Overtime \$10,000
- C.** In-State:
ABTPA Conference \$2,000; Border Solutions \$1,000; TAVTI Conference \$1,000
- Out of State
IATTI \$1,570
- E.** Fuel & Maintenance for PA \$7,132; Cellular Airtime \$13,500; Public Awareness \$3,000; Fuel & Maintenance for Bait Car \$2,095

**INTERLOCAL ASSISTANCE AGREEMENT
REGIONAL AUTO THEFT ENFORCEMENT TASK FORCE**

This Agreement is entered into by and between the undersigned parties, hereinafter collectively referred to as the Parties, pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contracts, and Chapter 362 of the Texas Local Government Code.

WHEREAS, auto theft is a crime that has steadily increased in recent years with population growth; and

WHEREAS, the cost of auto theft places burdens on the public and private sector alike; and

WHEREAS, the parties desire to address this problem by continuing to develop and implement a comprehensive auto theft law enforcement program, including violation identification, investigation, prosecution and public awareness; and

WHEREAS, the Parties desire to continue to pool their resources and to coordinate individual efforts in order to combat auto theft more efficiently and effectively; and

WHEREAS, the Parties agree to adhere to all pertinent federal, state and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
CONTINUATION OF TASK FORCE**

- 1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Sheriffs Combined Auto Theft Task Force (the Task Force). The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

**ARTICLE II
RESOURCES**

- 2.01 The allocation of law enforcement resources is a discretionary decision, which is to be made by the governmental entity and official(s) who controls the resources. It is acknowledged that the allocation of law enforcement is dependent on availability of funding and the resources in question. Subject to these expressly acknowledged limitations, the Parties agree to endeavor to provide available law enforcement resources as requested in order to facilitate Task Force operations.

- 2.02 Travis County has applied for a grant from the Automobile Theft Prevention Authority (the ATPA) to provide funding for several positions to support Task Force operations, as set forth in Exhibit A (Grant Application), which is attached hereto and made a part hereof. The in-kind match for the ATPA grant is also set forth in Exhibit A.
- 2.03 Travis County may apply for and receive other grants to support the Task Force operations.
- 2.04 Travis County will act as the Manager for the administration of the grant(s), which will be utilized to support Task Force operations, and Travis County will allocate funding and equipment in accordance with the provisions of the grant documents.
- 2.05 To the extent that any of the Parties receive any grant funding or equipment which has been purchased with grant funds pursuant to this Agreement, such Parties will be considered subrecipients (the Subrecipients) and, as such, are subject to OMB Circulars A-87, A-133 and the Uniform Grant and Contract Management Standards, as applicable. Travis County, as the pass-through grant recipient, will provide the Subrecipients with a copy of the grant agreement, administrative guidelines and CFDA number, when applicable. In addition, the Subrecipients agree to and shall provide monthly accountings and expenditure reports to Travis County on a timely basis on forms, which will be provided to the applicable Parties. Final expenditure reports are due from any recipient of grant funding under the initial term of this Agreement no later than September 15, 2011. In accordance with the requirements of the grant, any Subrecipient costs, which have been paid from grant funds, but which are later deemed unallowable for reimbursement under the grant, shall be refunded by such subrecipient to Travis County.
- 2.06 The Parties agree to maintain accurate accounting records of any funds received or disbursed pursuant to this Agreement and, if requested, to allow Travis County and/or the granting agencies access to the records for the purpose of performing inspections and audits.
- 2.07 Any equipment received by the Parties under this Agreement which has been purchased with ATPA grant funds will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the approval of ATPA. Any other equipment received by the Parties under this Agreement, which has been purchased with other grant funds, will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the conditions of the grant.

- 2.08 To the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties shall comply with the applicable regulations, policies, guidelines and requirements referenced in Exhibit B (DA Contract), a copy of which is attached hereto and made a part hereof. In addition, to the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties, by executing this Agreement, certify that the program proposed in this Agreement meets all of the requirements of the ATPA, that all of the information presented is correct, and that such Parties will comply with the provisions of the ATPA and all other federal and state laws, regulations and guidelines.
- 2.09 In the event that funds and/or other property are forfeited under the provision of law as a result of the activities of the Task Force, the property will be sold or any other intended use of the property shall be approved by the ATPA (and, if applicable, any other granting agency), and all such funds will be expended for Task Force purposes. The Task Force will provide custody and accounting of these funds and assets, if any, and will utilize the funds and assets in accordance with applicable law and the decision of the Task Force Board of Governors.

ARTICLE III TASKS

- 3.01 The Parties will each appoint a representative to serve on a Board of Governors of the Task Force, which will be chaired by the Sheriff of Travis County.
- 3.02 The Board will:
1. set the policy of the Task Force;
 2. receive reports concerning the activities of the Task Force;
 3. meet annually on a date selected by its chairperson and at other times as set by the Board;
 4. adopt and follow proper parliamentary procedures at each of its meetings;
 5. organize the Task Force to most effectively utilize Task Force resources in the accomplishment of its objectives;
 6. appoint a Committee to develop standard operating procedures for the Task Force and the committee will submit the procedures to the Board for its approval;
 7. organize and implement Task Force operations;
 8. establish inter-agency flow charts, meeting schedules and screening criteria; and
 9. designate points of contact and determine agency responsibility.

- 3.03 The Sheriff of Travis County will appoint a Task Force Coordinator to coordinate the day-to-day operation of the Task Force.

ARTICLE IV JURISDICTION

- 4.01 The peace officers of the Parties, who are assigned to a Task Force operation, will have the additional jurisdictional authority set forth in this Agreement.
- 4.02 The jurisdiction conferred under this Agreement will include the power to conduct investigations, make arrests without a warrant, to execute search warrants and to make other reasonable and necessary law enforcement actions for the purpose of and in the pursuit of achieving Task Force objectives outside the jurisdiction from which the officer is assigned and within the territory of a specific Task Force operation. All assigned officers will have the investigative and arrest authority necessary to effectively cooperate in the attainment of the Task Force objectives within the area covered by a specific Task Force operation.
- 4.03 Venue for the prosecution of a criminal offense brought in connection with any Task Force operation will be in accordance with applicable law.

ARTICLE V COORDINATION OF LAW ENFORCEMENT OPERATIONS

- 5.01 With the return of this executed Agreement, each party will designate in writing an individual to serve as a single point of contact for the purpose of coordinating law enforcement operations. The designation will include telephone, fax and pager numbers. The Parties may change the designated points of contact by delivering a notice to the other parties in accordance with the terms of this Agreement.
- 5.02 The individuals, who act as the single points of contact, will also act as the liaisons between the Task Force and the law enforcement officials of the participating jurisdictions. The Task Force Coordinator will notify the single point of contact of each jurisdiction to be involved in a Task Force operation of the contemplated operation and will communicate with the single points of contact to coordinate the day-to-day operation of the Task Force.
- 5.03 The law enforcement agencies of the area where an arrest is made pursuant to a Task Force operation shall be notified of the arrest without delay, and the notified agency shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

**ARTICLE VI
PEACE OFFICER COMPENSATION**

- 6.01 A peace officer assigned to the Task Force shall receive from the assigning party the same wages, salary, pensions and other compensation, employment benefits and rights, including injury or death benefits, for the service as though the service had been rendered directly for the party who assigned the officer to the Task Force.

**ARTICLE VII
ALLOCATION OF FUNDS**

- 7.01 Grant funds will be allocated in conformance with the intent and requirements of the applicable grant.
- 7.02 A party to this Agreement shall not request reimbursement for any services performed pursuant to this Agreement by another party to this Agreement.

**ARTICLE VIII
LEGAL RESPONSIBILITIES**

- 8.01 If any law enforcement officer assigned to the Task Force is cited as a defendant in any civil law suit arising out of his or her official acts as a law enforcement officer assigned to the Task Force, the officer will have the same benefits from the assigning agency that such law enforcement officer would be entitled to receive if such civil action had arisen out of an official act within the scope of his or her duties as an officer of and in the jurisdiction of the assigning party.
- 8.02 No party to this Agreement will be responsible for the acts of a law enforcement officer of another jurisdiction, who is assigned to the Task Force, except as may be decreed against that party by a judgment of a court of competent jurisdiction.
- 8.03 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.
- 8.04 Each party to this Agreement waives all claims against every other party to the agreement for compensation for any loss, damage, personal injury or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

**ARTICLE IX
NON-PEACE OFFICER PERSONNEL**

- 9.01 In the event that a party to this Agreement assigns any non-peace officer personnel to participate in any Task Force operations, such personnel will have the rights to compensation and legal defense provided to peace officers under Sections VI and VIII of this Agreement, provided however, that nothing in this Agreement is intended to grant any law enforcement authority upon any such non-peace officer personnel.

**ARTICLE X
DISTRIBUTION OF ASSETS**

- 10.01 Upon termination of this Agreement, all assets of the Task Force, itself, including any real property or funds available due to forfeitures made in accordance with State and Federal law, will be distributed in accordance with applicable law and the decision of the Task Force Board of Governors.
- 10.02 Upon termination of this Agreement, equipment on loan to the Task Force by the agreement of a party will be returned to the appropriate party.

**ARTICLE XI
TERM & COMMENCEMENT & ADDITIONAL PARTIES**

- 11.01 The term of this Agreement will be one (1) year from September 1, 2010, to August 31, 2011. If less than all of the contemplated parties execute this Agreement prior to commencement of the Task Force operations, this Agreement will operate as an Interlocal Agreement between the signatory parties at that time. Any governmental entities located in or serving the targeted region not a party to this Agreement may execute a copy of this Agreement and become a party upon the approval of the Task Force Board of Governors.

**ARTICLE XII
TERMINATION**

- 12.01 Any party may, upon written notice to all other parties, withdraw from this Agreement at any time.

**ARTICLE XIII
PAYMENTS**

- 13.01 The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

ARTICLE XIV NOTICE

- 14.01 Any notice given hereunder by any party to the other parties shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

ARTICLE XV LEGAL CONSTRUCTION

- 15.01 If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
- 15.02 Whenever the context of this Agreement requires, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

ARTICLE XVI ENTIRE AGREEMENT

- 16.01 This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

ARTICLE XVII ADDITIONAL AGREEMENTS

- 17.01 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

**ARTICLE XVIII
APPLICABLE LAW**

- 18.01 This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

**ARTICLE XIX
NO THIRD PARTY RIGHTS**

- 19.01 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

**ARTICLE XX
MULTIPLE COUNTERPARTS**

- 20.01 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

**ARTICLE XI
ASSURANCES CERTIFICATION**

- 21.01 The undersigned Parties certify that the programs described herein meet all the requirements of the Texas Automobile Theft Prevention Authority Program, that all the information presented is correct and that they will comply with the provisions of the Automobile Theft Prevention Authority and all other applicable federal and state laws. The undersigned Parties certify that they will comply with the list of Assurances which is attached hereto as Exhibit C and incorporated herein by reference. The undersigned Parties further certify that, by appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, they shall assure that the applicable conditions in Exhibit C (Assurances) apply to all recipients of assistance.

Resolved, Ordered and Executed as of the dates set forth below.

County of Bell

County Judge

Date

County of Bastrop

County Judge

Date

County of Burnet

County Judge

Date

County of Blanco

County Judge

Date

County of Colorado

County Judge

Date

County of Caldwell

County Judge

Date

County of Fayette

County Judge

Date

County of Comal

County Judge

Date

County of Guadalupe

County Judge

Date

County of Gonzales

County Judge

Date

County of Lee

County Judge

Date

County of Hays

County Judge

Date

County of Milam

County Judge

Date

County of Llano

County Judge

Date

County of Travis

Donnell T. Busio

County Judge

Date

8-2-11

County of Wharton

County Judge

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the office of the **Hays** County District Attorney and the Sheriffs' Combined Auto Theft Task Force (hereinafter referred to as the Task Force) are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and,

WHEREAS, the parties to this contract are identified as the District Attorney of **Hays**, Texas (hereafter referred to as the District Attorney) and the Sheriffs' Combined Auto Theft Task Force, being that group organized pursuant to a grant by and through the Automobile Theft Prevention Authority; and,

WHEREAS, the District Attorney of **Hays** County, Texas has the authority to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and,

WHEREAS, the Task Force has the authority to provide law enforcement service with particular emphasis on auto theft related offenses;

NOW, THEREFORE, it is mutually agreed by and between the District Attorney and the Task Force, as follows:

The District Attorney agrees to diligently pursue all forfeiture actions that the District Attorney in his sole discretion determines should be pursued and prosecuted, which arise from operations initiated and investigated by the Task Force.

Property, other than money, seized by the Task Force under the provisions of law shall remain in the custody of the Task Force until final disposition of the forfeiture action. Money shall be deposited with the District Attorney's office pending the final judgment of forfeiture.

Upon final disposition of the forfeiture action, all funds, interest accrued, and all property attributable to the efforts of the Task Force shall be awarded to the Task Force, to be used solely for law enforcement purposes.

This agreement shall be in effect for the term of the Task Force grant award dates, September 1, 2011 to August 31, 2012.

It is agreed and noted:

Witness our hands this

24

day of

August, 2011


DISTRICT ATTORNEY
Hays County, Texas

8/24/11


GRANT PROJECT DIRECTOR
Sheriffs' Combined Auto Theft Task Force

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 THE 2012 SHERIFFS' AND CONSTABLES' FEES.

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

PREFERRED MEETING DATE REQUESTED: SEPTEMBER 6, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:

Pursuant to Local Government Code 118.131 changes to the Sheriffs' and Constables' fees for 2012 must be submitted and approved prior to October 1, 2011. The law requires each Commissioners Court to set fees charged for Civil Services by the offices of the Sheriff and Constables and directs that these fees be reported to the Comptroller. After reviewing the fees the Constables and Sheriff are requesting some increases in fees. These increases will help to cover the increased costs of fuel, man power, and the general costs associated with operations.



Darrell W. Ayres
Constable, Precinct 3, Hays County, Texas

August 23, 2011

Dear Liz,

I met with the Constables and discussed with Capt. Davenport of the Sheriff's office about increases in the Fees we charge. We came to a total agreement that we need to change the following fees:

Citations – all courts	from \$65.00 to \$75.00
Executing a Deed	from \$65.00 to \$75.00
Executing a Bill of Sale	from \$65.00 to \$75.00
Forcible Detainer	from \$65.00 to \$75.00
Injunction	from \$65.00 to \$75.00
Notice of Publication	from \$65.00 to \$75.00
Notice of Trustee Sale	from \$65.00 to \$75.00
Precept	from \$65.00 to \$75.00
Show Cause Order	from \$65.00 to \$75.00
Subpoenas	from \$65.00 to \$75.00
Summons	from \$65.00 to \$75.00
Temporary Restraining Order	from \$65.00 to \$75.00
Use of County Patrol Vehicles for Certain Functions	from \$10.00 per hour to \$15.00 per hour
Writ of Possession	from \$200.00 to \$250.00

These increases will help to cover the increased costs of fuel, man power, and the general costs associated with operations. I will be glad to speak to the Commissioners Court about the increases if you will get them on the agenda. The attached folder contains letters of agreement with me from the other Constables and Sheriff's office. I will also forward a hard copy to you.

Sincerely yours,

Darrell W. Ayres
Constable, Precinct 3
Hays County, Texas

14306 Ranch Road 12, # 11 / P.O. Box 1316,
(512) 847-5532 darrell_ayres@co.hays.tx.us

Wimberley, Texas 78676
Fax (512) 847- 7352

From: Mike Davenport
Sent: Tuesday, August 16, 2011 1:34 PM
To: Darrell Ayres
Cc: Gary Cutler

Constable Ayres,

The Sheriff's Office is supportive of raising the fee for the usage of county vehicles to \$15.00 per hour.

Mike Davenport
Captain, Law Enforcement Bureau
Hays County Sheriff's Office
Ofc 512-393-7837

From: James Kohler
Sent: Thursday, August 18, 2011 1:37 PM
To: Darrell Ayres
Subject: Fw: Constable Fees
Attachments: img663.pdf

Constable Ayres,

Here is the list that I would like changed....

Citation - All Courts \$75.00
Executing A Deed \$75.00
Executing of Bill of Sale \$75.00
Forcible Detainer \$75.00
Injunction \$75.00
Notice of Publication \$75.00
Notice of Trustee's Sale \$75.00

Use of County Patrol Vehicle for Certain Functions \$15.00

Writ of Possession \$250.00

All others can remain the same.

Thanks,

Constable Kohler
Hays County PCT. 2
401 N. Rebel Dr.
P.O. Box 1659
Kyle, TX 78640
512-268-0785 ofc.
512-754-1931 cell
512-268-4901 fax
kohler@co.hays.tx.us

Andrea G. Espinoza



195 Roger Hanks Parkway
Suite #3
Dripping Springs, TX 78620

CONSTABLE RON HOOD
Hays County, Precinct 4



Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

September 1, 2011

Constable Ayers,

Per our conversation regarding the proposed changes for the 2012 Sheriff and Constable Fees, I am in agreement with the Constables and you to increase the following fees:

	<u>Current</u>	<u>Proposed Increase</u>
Citation – All Courts	\$65.00	\$75.00
Executing a Deed	\$65.00	\$75.00
Executing of Bill of Sale	\$65.00	\$75.00
Forcible Detainer	\$65.00	\$75.00
Injunction	\$65.00	\$75.00
Notice of Publication	\$65.00	\$75.00
Notice of Trustee's Sale	\$65.00	\$75.00
Precept	\$65.00	\$75.00
Show Cause Order	\$65.00	\$75.00
Subpoenas	\$65.00	\$75.00
Summons	\$65.00	\$75.00
Temporary Restraining Order	\$65.00	\$75.00
Writ of Possession	\$200.00	\$250.00

All other service fees are to remain the same as the 2011 fee schedule.

In addition, I also agree to the increase for the use of a county patrol vehicle from \$10.00 per hour to \$15.00 per hour for certain functions.

Ron Hood, Constable
Hays County Precinct 4



500 Jack C. Hays Trail
P.O. Box 236
Buda, TX 78610

CONSTABLE MATT MANCILLAS III
Hays County, Precinct 5

Office: (512) 295-3030
Fax: (512) 295-4213
Cell: (512) 848-8880

August 22, 2011

Honorable Constable,

This letter is to inform you of my consent regarding changes in the Constable Fees for the 2012 fiscal year as per our meeting of August 18, 2011.

Sincerely,

Constable Matt Mancillas III
Precinct 5, Hays County

From: David Peterson
Sent: Monday, August 22, 2011 11:00 AM
To: Darrell Ayres
Subject: RE: letters for fee changes

Good Morning Constable Ayres

I am sorry about the delay, I agree on the new fees for the Sheriff and Constables-2012.

Thank you for your hard work .

Constable David L. Peterson
Hays County Precinct 1
111 E. San Antonio St., Suite 104
San Marcos, TX 78666
(512)393-7730 office
(512)393-7720 fax

From: Darrell Ayres
Sent: Monday, August 22, 2011 9:55 AM
To: David Peterson; Matt Mancillas; Ron Hood
Subject: letters for fee changes

Gentlemen,
I need your letters of consent for the fee changes.
Constable Darrell W. Ayres

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 adopt a resolution in support of the I-35 Frontage Roads project in Precinct 2.

TYPE OF ITEM: Action

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

(see attachment)

Hays County Resolution of Support for IH 35 FR

RESOLUTION NO. _____

WHEREAS, the Interstate 35 frontage roads between FM 1626 and Yarrington Road currently operate as two-way, undivided roadways; and

WHEREAS, accident data for this portion of the Interstate 35 frontage road system indicate a significant number of crashes, including rear end and head-on collisions, which are increased risks for two-way frontage roads; and

WHEREAS, the non-conventional frontage road design west of IH 35 in the northern Kyle area creates confusion and delay for drivers wishing to access the frontage road system in the area and increased cut-through traffic in area neighborhoods; and

WHEREAS, the proposed frontage road and ramp improvements would provide a safer facility for the general driving public and local and regional fire, police and emergency services; and

WHEREAS, sidewalks and pedestrian signals proposed for various overpasses and throughout the project limits with certain exceptions would provide increased connectivity for pedestrians along the corridor and from downtown Kyle to RM 150 east of IH 35; and

WHEREAS, the proposed turnaround bridges at FM 1626, RM 150 and Yarrington Road will provide for safe travel movement for drivers wishing to access the IH 35 mainlanes; and

WHEREAS, the reversal of ramps at various locations throughout the corridor would result in less conflicts on the IH 35 mainlanes with entering and exiting traffic, increasing safety and mobility; and

WHEREAS, improvements to the IH 35 frontage road and ramp system between FM 1626 and Yarrington Road are included in the Capital Area Metropolitan Area Planning Organization's Mobility 2035 Long-Range Plan; and

WHEREAS, Hays County has included the improvements to the IH 35 frontage road and ramp system between FM 1626 and Yarrington Road in the Pass-Through Financing Agreement executed with the Texas Department of Transportation; and

WHEREAS, the citizens of Hays County overwhelmingly approved a bond election in 2008 to fund the Pass-Through Financing Program which includes the IH 35 frontage road and ramp improvement program between FM 1626 and Yarrington Road; and

WHEREAS, the improvements to the IH 35 frontage road and ramp system between FM 1626 and Yarrington Road would improve mobility, connectivity and safety in the regional

transportation network;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

- (a) That the Commissioners Court of Hays County, Texas urges the Texas Department of Transportation to approve the IH 35 frontage road and ramp improvement program environmental document in a timely manner so that the development of the project may proceed to construction as expeditiously as possible.

PASSED AND APPROVED this ____ day of _____, 2011.

IH 35 FR_Hays County resolution1.docx

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 adopt a resolution in support of the FM 150 Realignment project in Precinct 2.

TYPE OF ITEM: Action

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

(see attachment)

Hays County Resolution of Support for RM 150 Realignment

RESOLUTION NO. _____

WHEREAS, RM 150 is a critical link in the transportation system in Hays County and the City of Kyle, providing connectivity to destinations east and west of Interstate (IH) 35; and

WHEREAS, RM 150 currently is a discontinuous facility, requiring drivers to access a portion of the Interstate 35 frontage road system to continue travel on RM 150 for westbound drivers wishing to access downtown Kyle and other destinations west of IH 35 and for eastbound drivers wishing to access residential developments and other destinations east of IH 35; and

WHEREAS, the discontinuous nature of RM 150 requires drivers to enter a significantly higher-speed facility (IH 35 frontage road) for a portion of their trip, and

WHEREAS, RM 150 is used by local and regional fire, police and emergency services; and

WHEREAS, the proposed realignment of RM 150 east of IH 35 to Lehman Road would provide an a direct facility for drivers to access destinations both east and west of IH 35 and remove traffic from the IH 35 frontage road system, improving safety and mobility; and

WHEREAS, the proposed realignment of RM 150 east of IH 35 to Lehman Road and expansion to four lanes would enhance access to the developing portions of Hays County and the City of Kyle east of IH 35, supporting the County and City's economic development programs and accommodating projected increased traffic volumes; and

WHEREAS, the realignment of RM 150 east of IH 35 to Lehman Road is included in the Capital Area Metropolitan Area Planning Organization's Mobility 2035 Long-Range Plan; and

WHEREAS, Hays County has included the realignment of RM 150 east of IH 35 to Lehman Road in the Pass-Through Financing Agreement executed with the Texas Department of Transportation; and

WHEREAS, the citizens of Hays County overwhelmingly approved a bond election in 2008 to fund the Pass-Through Financing Program which includes the RM 150 realignment east of IH 35 to Lehman Road; and

WHEREAS, the realignment of RM 150 east of IH 35 to Lehman Road would improve mobility, connectivity and safety in the regional transportation network;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

- (a) That the Commissioners Court of Hays County, Texas urges the Texas Department of Transportation to approve the RM 150 realignment environmental document in a timely manner so that the development of the project may proceed to construction as expeditiously as possible.

PASSED AND APPROVED this ____ day of _____, 2011.

RM 150 Realignment_Hays County resolution1.docx

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 an Extension of the Contract with Smith Robertson for work specifically related to approval and construction of FM 1626.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: August 30, 2011

AMOUNT REQUIRED: To come from existing road bond budget: \$10,000.00 for the law firm of Smith, Robertson, Elliott, Glen, Klein & Douglas, L.L.P.

LINE ITEM NUMBER OF FUNDS REQUIRED: Proposed funding source: the overall pass-through administration budget for Prime Strategies. The unspent funds from previous FY2009 (WA#1-7) & FY2010 (WA#9-15) closed work authorizations (totaling a \$51,140.48 savings).

REQUESTED BY: The county pass-through managers at Prime Strategies, Inc. and Mark Kennedy, A.D.A.

SPONSORED BY: Pct 2 Commissioner Mark Jones.

SUMMARY: : This is designed to allow our consultants to aid TXDOT in responding to comments and preparing final environmental paperwork and approvals, thus expediting the project and saving money for the county in the long run. As the Court will recall, we have been working with TXDOT to improve reaction time and to "get back on schedule" with respect to the environmental process. SREG is familiar with the area and the environmental issues, both from work on the road and from our habitat plan, we can help expedite and refine TXDOT's work with USFW & FHWA.

We recommend authorizing Alan Glen and Craig Douglas from the law firm of Smith Robertson to assist with ongoing FM 1626 environmental and legal issues. They have worked on the habitat issues in the area as part of the county's habitat plan and are already under contract with the county.

Attached is the proposed Amendment to Engagement of Services letter from Smith Robertson.

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute an Extension of the Contract with Smith Robertson for work specifically related to approval and construction of FM 1626.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: To come from existing road bond budget: \$10,000.00 for the law firm of Smith, Robertson, Elliott, Glen, Klein & Douglas, L.L.P.

LINE ITEM NUMBER: Proposed funding source: the overall pass-through administration budget for Prime Strategies. The unspent funds from previous FY2009 (WA#1-7) & FY2010 (WA#9-15) closed work authorizations (totaling a \$51,140.48 savings).

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



July 19, 2011

Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, Texas 78666
Attn: Mark Kennedy, Special Counsel

Re: Amendment to Engagement of Services

Dear Mr. Kennedy:

The purpose of this letter is to amend our existing engagement with Hays County to include work specifically related to approval and construction of FM 1626. The existing engagement letter, dated January 5, 2010, is attached for your reference. As you will note, that agreement generally set forth how work would be accomplished by this firm.

We have exhausted our original authorization of \$40,000.00 and request an increase of \$10,000.00 to bring our total authorization to \$50,000.00. We anticipate this will allow us to complete our services as described in our original letter on this matter.

Please do not hesitate to contact me should you have any questions. We are pleased to have this opportunity to be of service to Hays County, and we look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to be "AGlen". Below the signature, the name "Alan M. Glen" is printed in a small, sans-serif font.

Alan M. Glen

Accepted and agreed to this ____ day of _____, 2011.

HAYS COUNTY, TEXAS

By: _____
Name: _____
Title: _____

cc: Mike Weaver (Prime Strategies)
Richard Ridings (HNTB)
Craig Douglas, Esq. (Smith|Robertson)

OK
my 7/26/2011



January 5, 2010

Hays County
Attn: Mark Kennedy
Special Counsel
Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, Texas 78666

RE: Amendment to Engagement of Services

Dear Mr. Kennedy:

The purpose of this letter is to amend our existing engagement with Hays County to include work specifically related to approval and construction of FM 1626. The existing engagement letter, dated June 21, 2004, is attached for your reference as Attachment 1. As you will note, that agreement generally set forth how work would be accomplished by this firm. With respect to FM 1626, we anticipate that our tasks related to FM 1626 may specifically include (but may not necessarily be limited to) the following:

- Meetings with the County, Prime Strategies, HNTB, and (if necessary) TxDOT or other state or federal agencies;
- Review of environmental documents and preparation of comments on and/or revisions thereto, including (but not limited to) draft responses to public and agency comments;
- Develop a strategy for completion of the environmental approvals process; and
- Advise the County in anticipation of third party litigation regarding the project (this task does not include representation of any party in actual litigation).

In addition to myself, we anticipate that the primary attorneys working on this matter will include Craig Douglas and Rebecca Hays. Hourly billing rates for partners (i.e., Mr. Douglas and myself) currently are \$300, while associates' billing rates are set at \$200 (i.e., Ms. Hays). We do not anticipate that our fees and expenses with regard to this matter will exceed \$40,000.00. If, however, our fees and expenses will exceed \$40,000.00, we will notify you in advance. If you engage this firm on additional legal matters, this engagement letter will apply to those matters as well, unless separate engagement letters are executed for those matters.

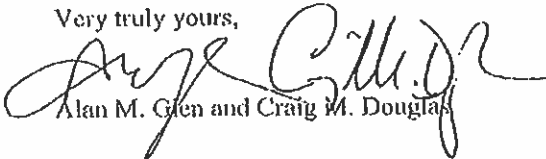
{046.00061691.1}

SMITH, ROBERTSON, ELLIOTT, GLEN, KLEIN & BELL, L.L.P.

If the foregoing correctly reflects the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return to me.

Please do not hesitate to contact me should you have any questions. We are pleased to have this opportunity to be of service to Hays County, and we look forward to working with you.

Very truly yours,


Alan M. Glen and Craig M. Douglas

Accepted and agreed to this ____ day of _____, 2010.

HAYS COUNTY, TEXAS

By: _____
Name: _____
Title: _____

Cc: Mike Weaver (Prime Strategies)
Richard Ridings (HNTB)
Rebecca Hays, Esq. (Smith|Robertson)

OK
M 7/25/2011

{016.00061691.1}

Memo

To: Hays County Auditor's Office
From: Michael J. Weaver
Date: 8/16/2011
Re: Prime Strategies, Inc. Pass-Through Program Fiscal Year Budget Savings Summary

In anticipation of the end of this Fiscal Year 2011, I would like to provide a summary of where the Prime Strategies, Inc. overall Program Management Budget stands by Fiscal Year. And, also show the Court any savings or allocations that have occurred over the last two years. Below you will find a table summarizing Prime Strategies budget by fiscal year, invoiced amounts, subsequent savings and any allocated funds from previous year savings.

FY2009:

PSI Budget	\$780,000.00
Invoiced Amount	\$482,203.36
Amount Remaining	\$297,796.64*

*Remaining/Un-Used budget goes back into the contract's compensation cap for use, as needed, in subsequent years.

FY2010:

PSI Budget	\$870,000.00
Supplemental(s) using un-used budget from FY2009	\$243,147.00
New FY2010 TOTAL	\$1,113,147.00
Invoiced Amount	\$1,076,656.16
Amount Remaining	\$36,490.84*

Adjusted Amount Remaining/Un-Used Budget:

FY2009 savings	\$297,796.64
Supplemental(s) using FY2009 un-used funds	-\$243,147.00
Smith Robertson Allocation from FY2009 Savings	-\$40,000.00
FY2010 savings	\$36,490.84
TOTAL	\$51,140.48*

We propose to allocate an additional \$10,000.00 of the Remaining/Un-Used Budget from the "Adjusted" table to Smith Robertson for continued environmental and legal services on the FM1626 project. This would put the new Adjusted Amount Remaining/Un-Used at \$41,140.48.

FY2011 to date:

PSI Budget	\$646,000.00
Invoiced Amount	\$572,446.30
Amount Remaining	\$73,553.70

Once the FY2011 books have come to a close we can provide an updated tracking of these remaining costs in preparation for approval of the FY2012 Program Management Work Authorizations. Otherwise, please let me know if you have any questions.

Cc: Honorable Bert Cobb, M.D., Hays County Judge
Commissioner Debbie Ingalsbe, Precinct 1
Commissioner Mark Jones, Precinct 2
Commissioner Will Conley, Precinct 3
Commissioner Ray Whisenant, Precinct 4
Mark Kennedy, A.D.A., Hays County Chief – Civil Division

Memo

To: Hays County Auditor's Office
From: Michael J. Weaver
Date: 8/16/2011
Re: Prime Strategies, Inc. Pass-Through Program Fiscal Year Budget Savings Summary

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Cc: Honorable Bert Cobb, M.D., Hays County Judge
Commissioner Debbie Ingalsbe, Precinct 1
Commissioner Mark Jones, Precinct 2
Commissioner Will Conley, Precinct 3
Commissioner Ray Whisenant, Precinct 4
Mark Kennedy, A.D.A., Hays County Chief – Civil Division

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 authorize the County Judge to execute a letter to TXDOT, explaining Hays County's position on the FM 110 project and the 3rd Amendment to the Pass Through Toll Agreement.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: INGALSBE/WEAVER

SPONSORED BY: INGALSBE

SUMMARY: See backup for summary.

Via Email (Original Mailed)

August 17, 2011

Carlos A. Lopez, P.E.
District Engineer
TxDOT Austin District Office
7901 N. IH 35
P.O. Box 15426
Austin, Texas 78761-5426

Re: Hays County Pass-Through Finance Agreement
Amendment No. 3

Dear Mr. Lopez:

Thank you for the Austin District's recent correspondence regarding a proposed amendment to the Hays County Pass-Through Finance Agreement. Since that original correspondence from Pat Crews-Weight, the County has met with her (June 10, 2011) and my office has contacted you regarding several proposals the Commissioners Court would like for TxDOT to consider as we go through the amendment process.

It is our understanding that Williamson County recently went through an amendment on their Pass-Through Finance Agreement. Based on their work with the Austin District, the County asked our consultants to update the most recent cost estimates for the remaining portions of FM 110 and to address any major changes in scope since the original agreement and estimates were prepared.

First, there is a major change in the scope of the project. The original estimate was based on a five-lane (continuous left turn) arterial. The County is now building a four-lane divided highway. Second, design is 90% complete and we have better construction estimates and anticipated right-of-way acquisition costs.

The current estimate for the remaining segment of FM 110 is \$18,853,000.00 (see attached tables) based on real costs to date and the engineer's current construction estimate. Under the current agreement, the TxDOT payback at 50% would be \$9,426,500.00. This would be a reduction of \$6,413,500.00 from the original payback of \$15,840,000.00 approved in the current agreement.

Hays County recommends that we add an additional project to the current agreement (at a 50% payback), utilizing the balance of the proposed payback to build a needed area roadway improvement. The proposed project (back-up information attached) we would request that your office consider:

1. Yarrington Road/IH 35 bridge and NB/SB frontage road approaches	\$13,175,000.00 (2011 Dollars)
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The Yarrington Road overpass is one of the last original IH-35 bridges built in Hays County. There is significant development being planned around this interchange as well as along Yarrington Road east of IH-35. Yarrington Road/IH-35 is the northern terminus of the FM 110 (San Marcos Loop) project. It is also integral to the IH-35/FM 150 and frontage project improvements being constructed to the north as part of the County's Pass-Through Program.

We are requesting TxDOT apply the proposed balance of \$6,413,500.00 to this project. Hays County would make up the difference to complete the needed improvements.

Please let me know your thoughts and ideas. Please contact Mike Weaver at Prime Strategies, Inc. if you have any questions or need additional information to develop an acceptable amendment for both TxDOT and Hays County.

Thank you for your assistance and consideration of our request.

Sincerely,

Judge Bert Cobb, MD
Hays County

Attachments

cc: (w/attachments)
Debbie Ingalsbe, Hays County Commissioner Precinct 1
Mark Jones, Hays County Commissioner Precinct 2
Will Conley, Hays County Commissioner Precinct 3
Ray Whisenant, Hays County Commissioner Precinct 4
Mark Kennedy, Hays County District Attorney's Office
Michael J. Weaver, Prime Strategies, Inc.

HC0360-PTFA HC0360_PTF Amend#3_Lopez letter_re-draft_08172011.docx

Project	Project Limits	Actual/Current Estimated Costs							Original Estimated Costs							TxDOT Worksheet
		Construction	Right-of-Way / Utility Relocations				Total	Construction	Right-of-Way / Utility Relocations				Total			
			Total	State Participation	County Participation	PSE/CEI			Total	Total	State Participation	County Participation		PSE/CEI	Total	
FM 110	McCarry Lane to Old Bastrop Hwy	\$ 6,726	\$ 9,209	\$ -	\$ 9,209	\$ 2,919	\$ 18,853	\$ 14,700	\$ 12,300	\$ -	\$ 12,300	\$ 3,350	\$ 30,350	\$ 15,840		
	Total	\$ 6,726	\$ 9,209	\$ -	\$ 9,209	\$ 2,919	\$ 18,853	\$ 14,700	\$ 12,300	\$ -	\$ 12,300	\$ 3,350	\$ 30,350	\$ 15,840		

The original FM 110 project length 2 miles; the current FM 110 project length 1.17 Miles for a difference of .83 miles
 The original FM 110 estimate for Construction, ROW and Utilities, and PSE/CEI, as shown in the Pass Through Agreement, was \$30,350,000. The State Agreed to Pay Back \$15,840,000.
 The current FM 110 estimate for Construction, ROW and Utilities, and PSE/CEI is \$18,853,000 for a difference of \$11,497,000 from original estimate.

I-35 IMPROVEMENTS

Yarrington Rd Bridge & NB SB Frontage Rd Approaches

ONE-WAY RECONSTRUCTION

HNTB Corporation

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE. ESTIMATE IS BASED ON 2011 DOLLARS.

DESCRIPTION

Bridge Replacement at Yarrington Road, NB SB Frontage Rd approaches
Limits are 1000' north and 1600' south of Yarrington Rd (ML Sta 586+00 - 614+00)

ITEMS	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
REMOVALS	PREP ROW	STA	\$ 1,500.00	28	\$ 42,000
	REMOVE ASPH/STAB BASE	SY	\$ 4.50	5,600	\$ 25,000
	OBLITERATE OLD ROAD	STA	\$ 675.00	12	\$ 8,000
	REMOVE OLD BRIDGE	LS	\$ 91,500.00	1	\$ 92,000
EARTHWORK	EXCAVATION	CY	\$ 10.00	17,111	\$ 171,000
	EMBANK	CY	\$ 12.00	30,000	\$ 360,000
ROADWAY	FR & X-STREET RD FULL-DEPTH PAVE	SY	\$ 65.00	31,436	\$ 2,043,000
	YARRINGTON RD FULL-DEPTH PAVEMENT	SY	\$ 65.00	12,222	\$ 794,000
	CURB & GUTTER	LF	\$ 11.00	11,200	\$ 123,000
	CONC DRIVEWAYS	SY	\$ 70.00	556	\$ 39,000
	CONC RIPRAP	CY	\$ 350.00	600	\$ 210,000
SUBTOTAL I (REMOVALS, EARTHWORK, ROADWAY)					\$ 3,907,000
DRAINAGE	DRAINAGE (15% OF SUBTOTAL I)				\$ 586,000
SUBTOTAL II (REMOVALS, EARTHWORK, ROADWAY, DRAINAGE)					\$ 4,493,000
STRUCTURES	BRIDGE STRUCTURE	SF	\$ 65.00	29,700	\$ 1,931,000
	TURNAROUND BRIDGE STRUCTURES	SF	\$ 65.00	0	\$ -
	BOX CULVERTS	LF	\$ 500.00		\$ -
	RETAINING WALL - MSE	SF	\$ 30.00	20,000	\$ 600,000
SUBTOTAL III (STRUCTURES)					\$ 2,531,000
SUBTOTAL IV (I+II+III)					\$ 7,024,000
	TRAFFIC SIGNALS	EA	\$ 125,000.00	2	\$ 250,000
	SW3P (1% OF SUBTOTAL IV)				\$ 70,000
	PAV MRK/SIGNS (4% OF SUBTOTAL IV)				\$ 281,000
	ILLUMINATION (1% OF SUBTOTAL IV)				\$ 70,000
	LANDSCAPING (2% OF SUBTOTAL IV)				\$ 140,000
	TRAF HANDLING (8% OF SUBTOTAL IV)				\$ 562,000
	MOBILIZATION (8% OF SUBTOTAL IV)				\$ 562,000
	MISCELLANEOUS CONSTRUCTION COSTS (15% OF SUBTOTAL IV)				\$ 1,054,000
SUBTOTAL V (MISCELLANEOUS)					\$ 2,989,000
CONSTRUCTION TOTAL					\$ 10,013,000
OTHER COSTS	ROW	SF	\$ 30.00	42000	\$ 1,260,000
	UTILITY RELOCATION (8% OF CONSTRUCTION TOTAL)				\$ 801,000
	ENGINEERING, SURVEY, ENVIRONMENTAL COST (11% OF CONSTRUCTION TOTAL)				\$ 1,101,000
TOTAL PROJECT ESTIMATE					\$ 13,175,000

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 an Interlocal Agreement with TxDOT for the inspection services for Pass-Through projects.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 9, 2011

AMOUNT REQUIRED: Not to exceed \$65,000

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Cobb

SPONSORED BY: Cobb

SUMMARY:

TxDOT will perform material inspection and testing services for FM 110 and FM 1626 as requested by Hays County.

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Hays County

TxDOT
Local Government

II. PURPOSE: To compensate TxDOT for the inspection services at manufacturing plants for the Pass-Through Toll projects.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$65,000 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed weekly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on December 31, 2015, or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

HAYS COUNTY

By _____ Date _____
 AUTHORIZED SIGNATURE
 Albert H. Cobb, Jr., M.D.
 Hays County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By _____ Date _____
 Janice Mullenix
 Director of Contract Services

ATTACHMENT A

Scope of Services

TxDOT agrees to perform material inspection and testing services for FM 110 and FM 1626 as requested by the Local Government and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact or e-mail address.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection (Form SMRI-1). Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from the Department.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

WORK REQUESTS

A minimum of two (2) weeks prior to the start of fabrication, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, Control-Section-Job (CSJ), etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Signature/name and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Government Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe (.pdf) format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe (.pdf) format to:

CST_Structuralcorrespondence@txdot.gov

Include the phrase "Work Request" in the Subject Line. TxDOT will not perform any inspections unless a properly completed Work Request has been received.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT B**Budget**

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed. Rates will be revised periodically. Listed in the TxDOT Inspection & Testing Rates Table below are rates in effect at the time the Interlocal Agreement becomes effective.

Invoices will be sent to the Local Government on a weekly basis. Payments are due within 30 days of date of invoice and will be made payable to the Texas Department of Transportation Trust Fund and mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

TxDOT Inspection & Testing Rates Table (6-10)

Branch: Structural			
Material	Units	Current Rate	QA Process
Anchor Bolts-Bearings, Sign, Illuminated, Etc.	Each	\$ 1.20000	STR
Anchor Bolts-Railing	Each	\$ 0.50000	STR
Bridge Protective Angle	Each	\$ 19.00000	STR
Bridge Protective Assembly	Each	\$ 19.00000	STR
Bridge Protective Bracket	Each	\$ 13.00000	STR
Concrete Box Culverts	Linear Ft.	\$ 0.56000	STR
Disc/Pot Bearing	Each	\$ 100.00000	STR
Double Wall Panel	Sq. Ft.	\$ 0.38000	STR
Double Wall Parapet	Sq. Ft.	\$ 0.19000	STR
Elastomeric Bearings (Laminated)	Each	\$ 2.50000	STR
Elastomeric Bearings (Plain)	Each	\$ 1.88000	STR
Elastomeric Bearings (Sliding)	Each	\$ 25.00000	STR
Elastomeric Laminated Bearing Assembly	Each	\$ 10.00000	STR
Galvanized Pipe Sign Post	Linear Ft.	\$ 0.31000	STR
High Mast Illumination Assembly Ring	Each	\$ 56.00000	STR
High Mast Illumination Poles	Each	\$ 188.00000	STR
Mast Arms	Each	\$ 1.38000	STR
MBGF Steel Line Post	Each	\$ 1.13000	STR
Misc. Structural Steel	Pound	\$ 0.02500	STR
Post-Aluminum	Each	\$ 1.56000	STR
Post-Steel	Each	\$ 1.13000	STR
Precast Concrete Arch Unit	Linear Ft.	\$ 5.00000	STR
Precast Concrete Coping	Linear Ft.	\$ 1.75000	STR
Precast Headwalls	Each	\$ 25.00000	STR
Precast Wall Panels	Sq. Ft.	\$ 0.31000	STR
Prestressed Concrete Box Beams	Linear Ft.	\$ 3.13000	STR
Prestressed Concrete Panels	Sq. Ft.	\$ 0.13000	STR
Prestressed Concrete Piling	Linear Ft.	\$ 0.88000	STR
Prestressed Concrete Sheet Piling	Sq. Ft.	\$ 0.50000	STR
Prestressed Concrete Tee, Slab, & I-Beams	Linear Ft.	\$ 1.31000	STR
Prestressed Concrete Trap. Beams	Linear Ft.	\$ 4.50000	STR
Prestressed Concrete U-Beams	Linear Ft.	\$ 4.50000	STR
Railing	Linear Ft.	\$ 0.21000	STR

TxDOT Inspection & Testing Rates Table (continued)

Reinforced Concrete Pipe	Linear Ft.	\$ 0.20000	STR
Roadway Illumination Poles	Each	\$ 19.00000	STR
Segmental Prestressed Units	Linear Ft.	\$ 88.00000	STR
Sign Support Bridges	Linear Ft.	\$ 2.50000	STR
Sign Walkway	Linear Ft.	\$ 0.69000	STR
Signs	Sq. Ft.	\$ 0.31000	STR
Structural Steel Bridge Girders	Pound	\$ 0.02000	STR
T-6 Rail Steel Line Post	Each	\$ 1.13000	STR
T-6 Rail Tube	Linear Ft.	\$ 0.38000	STR
Terminal Anchor Posts	Each	\$ 1.25000	STR
Transformer Bases for Roadway Illuminated Poles	Each	\$ 5.00000	STR
Treated Block Outs (Guard Rail)	Each	\$ 0.21000	MPL
Treated Lumber	1000 Board Ft.	\$ 21.50000	MPL
Treated Piling	Linear Ft.	\$ 0.11500	MPL
Treated Posts (Guard Rail)	Each	\$ 0.75000	MPL

QA Process

MPL - Material maintained on approved list (Material Producer List) no additional testing necessary unless directed by Engineer.

STR - Structural Group Inspected and Test Reported

Other Materials (ONLY IF PREVIOUSLY AGREED UPON IN WRITING)

Asphalt Laboratory		
Material	Unit	Current Rate
Asphalt	Gallon	\$0.0040
Asphalt	Ton	\$1.0000
Asphalt (AC, Emulsion, Cutback)	Test	\$165.0000
Asphalt (PG)	Test	\$300.0000
Backerboard	Test	\$66.0000
Bituminous Adhesive for Pavement Markers	Pound	\$0.0180
Bituminous Adhesive for Pavement Markers	LB	\$0.0180
Bituminous Adhesive for Pavement Markers (Basic Tests)	Test	\$230.0000
Bituminous Adhesive for Pavement Markers (Extraction of Base/filler)	Test	\$230.0000
Class 1 & 2, Two Component Synthetic Polymer Joint Sealer	Pound	\$0.0190
Class 3, Hot Poured Rubber Joint Sealant	Pound	\$0.0190
Class 3, Hot Poured Rubber Joint Sealant	Test	\$625.0000
Class 4, 5, & 7 Low Modulus Silicone/Polyurethane Sealant	Pound	\$0.0190
Class 8, Low Modulus, Self Leveling, Concrete Only	pound	\$0.0190
Class 8, Low Modulus, Self Leveling, Concrete Only	Test	\$625.0000
Class 9 & 10, Polymer Modified Asphalt Emulsion Joint Sealer	Pound	\$0.0190
Crack Sealers, All Types	Test	\$230.0000
Flexible Bituminous Adhesive for Pavement Markers	Test	\$230.0000

TxDOT Inspection & Testing Rates Table (continued)

Joint Sealer, Class 1,2,3	Test	\$230.0000
Joint Sealer, Class 4, 5, 7, 8	Test	\$365.0000
Joint Sealer, Class 9 & 10	Test	\$200.0000
Preformed Fiber Material	Sq. Foot	\$0.3200
Preformed Fiber Material	Test	\$50.0000
Rubber Asphalt Crack Sealant Compound	Test	\$200.0000
Chemical Laboratory		
1, 1, 1, Trichlorethane	Test	\$200.0000
Acid Insolubles in Aggregate	Test	\$100.0000
Aluminum Sign Blanks	Test	\$250.0000
Asphalt Extraction Solvent	Test	\$250.0000
Binder for Producing Grout or Concrete (Type VIII)	Test	\$500.0000
Bridge Deck Sealant and Adhesive (Type IV)	Test	\$500.0000
Concrete Adhesive (Type V)	Test	\$500.0000
Concrete Patching Material	Test	\$500.0000
De-icing Salt	Test	\$450.0000
Dowel & Tie Bar Adhesive/Epoxy (Type III)	Test	\$500.0000
Elastomeric Bearings (Laminated)	Test	\$800.0000
Elastomeric Bearings (Plain)	Test	\$800.0000
Elastomeric Bearings (Sliding)	Test	\$800.0000
Elastomeric Concrete Type I	Test	\$500.0000
Emulsifying Agent & Detergent	Test	\$200.0000
Epoxy - Segmental	Test	\$500.0000
Epoxy Type V	Test	\$500.0000
Epoxy Type VII	Test	\$500.0000
Fabric Joint Underseal	Test	\$250.0000
Fabric Underseal	Test	\$250.0000
Filter Fabric	Test	\$250.0000
Lime	Test	\$125.0000
Lime - Type B	Test	\$200.0000
Polyethylene Plastic Bags	Test	\$100.0000
Preformed Joint Seal and Adhesive	Test	\$225.0000
Quick Lime	Test	\$175.0000
Salt	Test	\$300.0000
Sign Plating	Sq. Ft.	\$0.0750
Silt Fence	Test	\$250.0000
Spelter Test	Test	\$100.0000
Traffic Cones	Test	\$300.0000
Traffic Marker Adhesive (Type II)	Test	\$500.0000
Vehicle Loop Sealant	Test	\$500.0000
Water Analysis	Test	\$250.0000
Waterproofing Membrane	Test	\$250.0000

TxDOT Inspection & Testing Rates Table (continued)

Coatings & Traffic Materials		
Clear Acrylic Sealer	Test	\$50.0000
Coatings for Concrete Class B	Test	\$250.0000
Coatings for Concrete, Clear	Test	\$100.0000
Concrete Surface Finish (Clear)	Test	\$75.0000
Concrete Surface Treatment	Test	\$100.0000
Concrete Surface Treatment, Penetrating	Test	\$100.0000
Delineator and Object Markers	Test	\$100.0000
Epoxy Powder Coating for Reinforced Steel	Test	\$100.0000
Flexible Delineator Posts	Test	\$100.0000
Glass Traffic Beads	Test	\$150.0000
Isopropyl Alcohol	Test	\$100.0000
Jiggle Bar Tiles	Test	\$250.0000
Liquid Membrane Forming Compound for Curing Concrete	Test	\$250.0000
Overhead Sign Background Coatings	Test	\$100.0000
Paint - Project	Test	\$250.0000
Paint Thinner	Test	\$100.0000
Pavement Markers	Test	\$250.0000
Pavement Marking Tape	Roll	\$0.7500
Reflective Sheeting	Test	\$100.0000
Reflective Traffic Cone Sleeves	Test	\$100.0000
Retroreflective Prefabricated Pavement Marking Material	Test	\$100.0000
Safety Vests	Test	\$100.0000
Sign Reflector Units	Test	\$100.0000
Structural Paints	Test	\$250.0000
Temporary Flexible-Reflective Roadway Marker Tabs	Test	\$100.0000
Thermoplastic Pavement Marking Material	Test	\$250.0000
Traffic Buttons	Test	\$250.0000
Traffic Paint	Test	\$100.0000
Zinc Dust	Test	\$250.0000
Flexible Pavements		
Bulk Specific Gravity of Molded Specimen (set of 3)	Test	\$40.0000
Coverstone	Ton	\$0.6300
Moisture Content	Test	\$25.0000
Molding (Set of 2) Superpave	Test	\$100.0000
Molding (Set of 3) Texas	Test	\$60.0000
Pre-Coated Coverstone	Ton	\$0.6300
Pre-Mix	Ton	\$0.6300
Rapid Curing Patching Mix	Pound	\$0.0600
Rapid Curing Patching Mix	Test	\$650.0000
Sieve Analysis	Test	\$50.0000

TxDOT Inspection & Testing Rates Table (continued)

Synthetic Aggregates	Cubic yard	\$0.1900
Theoretical Maximum Specific Gravity	Test	\$60.0000
Geotechnical Soils & Aggregates		
Bar Linear Shrinkage	Test	\$30.0000
Coarse Aggregate Analysis	Test	\$56.0000
Concrete Aggregates	Cubic yard	\$0.0500
Consolidation/Swell	Test	\$375.0000
Decantation	Test	\$25.0000
Deleterious Materials	Test	\$25.0000
Differential Wear	Test	\$29.0000
Differential Wear (W.O.Polish Value)	Test	\$175.0000
Direct Shear	Test	\$188.0000
Fine Aggregate Analysis	Test	\$50.0000
Flakiness Index	Test	\$38.0000
Fly Ash, Part II	Test	\$200.0000
Freeze - Thaw	Test	\$94.0000
Hydrometer Analysis	Test	\$240.0000
Lime Fly Ash, Part I	Test	\$1,200.0000
Los Angeles Abrasion	Test	\$44.0000
Natural Aggregates	Cubic yard	\$0.0190
Organic Impurities	Test	\$20.0000
Particle Count Test	Test	\$13.0000
Percent Limestone	Test	\$75.0000
Polish Value	Test	\$188.0000
Pressure Slaking	Test	\$63.0000
Resistivity of Soils	Test	\$69.0000
Sand Equivalent Value	Test	\$28.0000
Screen Analysis	Test	\$31.0000
Soil Constants	Test	\$125.0000
Soil Permeability	Test	\$94.0000
Soil pH	Test	\$63.0000
Soundness	Test	\$75.0000
Specific Gravity	Test	\$33.0000
Triaxial, Consolidated - Undrained	Test	\$375.0000
Triaxial, TEX-117-E	Test	\$600.0000
Triaxial, Unconsolidated - Undrained	Test	\$44.0000
Unit Weight	Test	\$25.0000
Wet Ball Mill	Test	\$23.0000

TxDOT Inspection & Testing Rates Table (continued)

Rigid Pavements & Concrete Materials		
Absorption Test	Test	\$23.0000
Acid Soluble Chloride in Concrete	Test	\$25.0000
Cement, Type I, I-A, II and III	Barrel	\$0.0600
Charpy Impact	Test	\$113.0000
Compression Test	Test	\$34.0000
Concrete Admixture	Test	\$125.0000
Concrete Blocks	Test	\$20.0000
Concrete Chloride Analysis	Test	\$81.0000
Concrete M.O.E.	Test	\$38.0000
Fly Ash	Test	\$250.0000
Hardness (Brn & Hr)	Test	\$25.0000
High Strength Bolts, Nuts and Washers	Test	\$69.0000
High Strength Fasteners	Test	\$125.0000
Linear Traverse	Test	\$280.0000
Low-Relaxation Strand	Test	\$64.0000
Multi-Piece Tie Bar	Test	\$15.0000
Petrographic Analysis	Test	\$313.0000
Quick Set Concrete	Test	\$125.0000
Sand Briquettes	Test	\$50.0000
Steel Strand M.O.E.	Test	\$25.0000
Strand Tension Test	Test	\$13.0000
Tension Test	Test	\$44.0000
Other Services		
All Materials Sampling	HR	\$27.5000
Bridge Inspection	HR	\$33.3300
Bridge Inspection - Overtime	HR	\$49.9950
Material Re-Inspection	SVCU	\$1.0000

ATTACHMENT C**General Terms and Conditions****Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

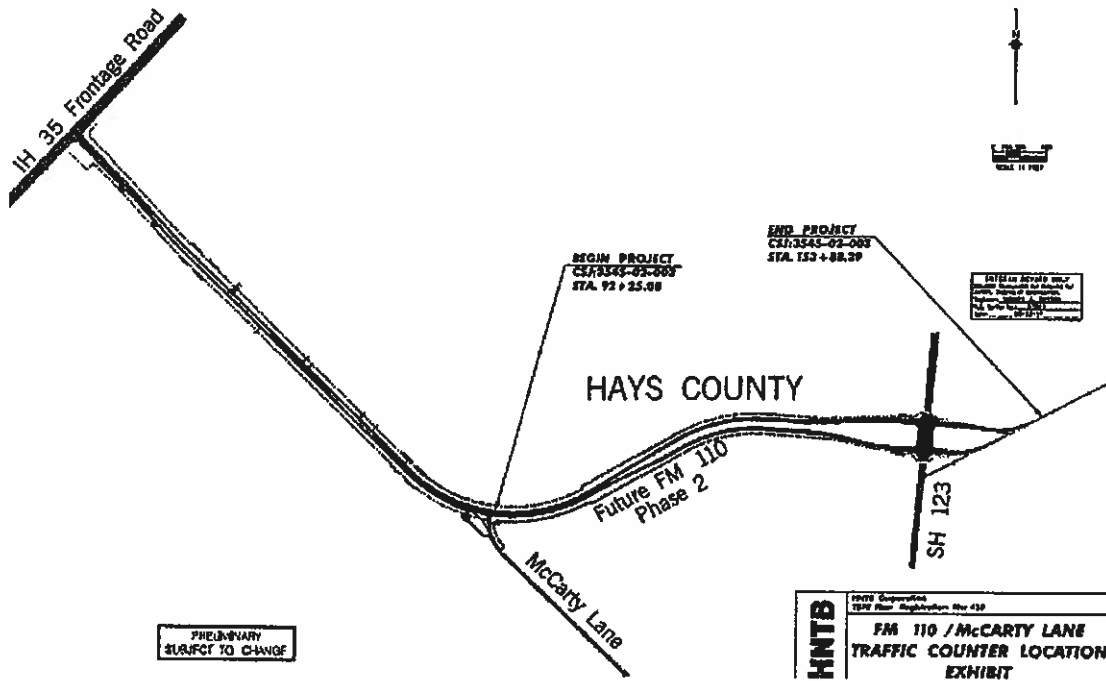
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D
Resolution or Ordinance

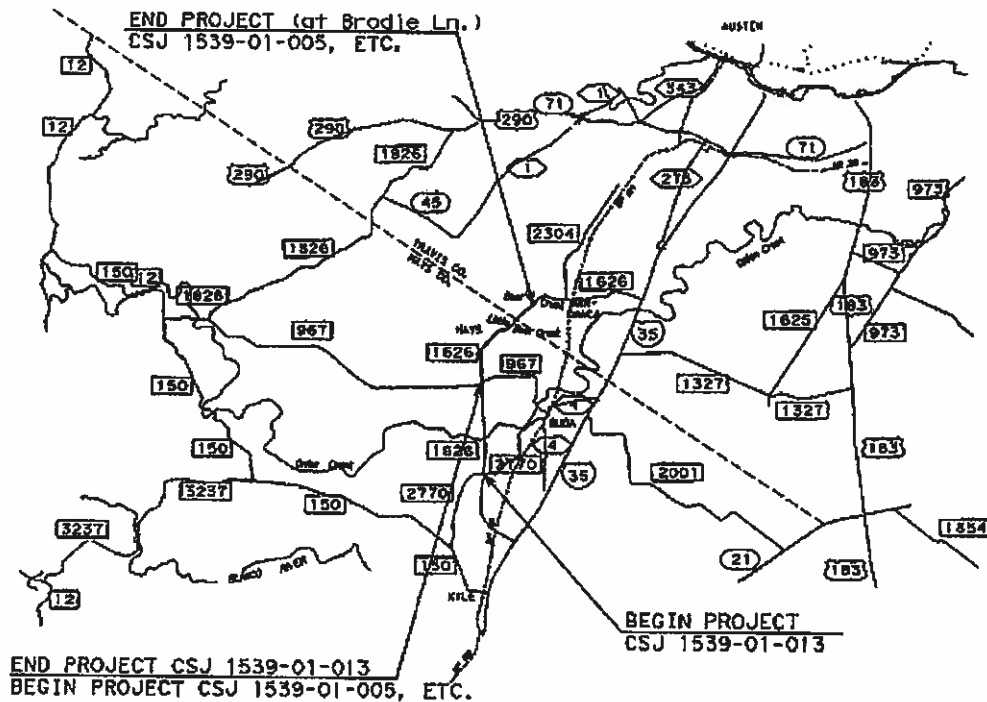
ATTACHMENT E

Location Maps Showing Project

FM 110



FM 1626



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 adopt a Standard Project Construction Manual for future use on projects let by Hays County within the Pass Through Program.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: Budgeted road bond funds. (already allocated)

REQUESTED BY: The county road bond managers at Prime Strategies, Inc. and Commissioner Jones.

SPONSORED BY: Commissioner Precinct 2 Mark Jones.

SUMMARY: Adoption of the proposed Project Construction Manual will set forth a statute for all contractors to abide by when submitting bid packages; the Construction Manual will include but is not limited to:

- 1) Addenda
- 2) Invitation for Bids
- 3) Bid Instruction / Requirements
- 4) Bid Forms / Schedule of Rate and Prices / Conflict of Interest Statements / etc.
- 5) Standard Forms of Contract
- 6) Contractors Assurance
- 7) Wage Rates
- 8) Performance / Payment / Retainage Bonds
- 9) Certificates of Insurance
- 10) General / Special Conditions
- 11) Technical Specifications

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 approve increasing the not-to-exceed fee and compensation cap on the Kennedy Consulting, Ltd. Professional Service Agreement and the Supplemental Work Authorization No. 2 to Work Authorization No. 1 for necessary additional construction phase services on the RM 12 at Sports Park project in Precinct 4.

TYPE OF ITEM: Discussion / Approval

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: \$25,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Pct. 4 Commissioner Ray Whisenant

SPONSORED BY: Pct 4 Commissioner Ray Whisenant

SUMMARY:

The RM 12 at Sports Park project was identified as a key project in Precinct 4 as part of the 2008 Priority Road Bond Program. The project design is complete and is currently under construction.

With construction advancing, it has become necessary to supplement Kennedy Consulting's work authorization to provide construction phase services. These services were not included in the initial work authorization to permit development of an appropriate scope and fee for these services once it was determined who would be providing construction management / engineering services and a more accurate construction schedule was available.

Construction phase services include:

- 1) Attend construction progress meetings,
- 2) Respond to contractor requests for information (RFIs),
- 3) Review contractor change order requests, and
- 4) Verify / re-establish project control for initiation of construction.

Supplemental Agreement No. 1 to the Professional Agreement and Supplemental Work Authorization No. 2 to Work Authorization No. 1 are attached for the Court's approval.

Funds are available within the project's bond program budget.

DESCRIPTION OF Item: Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the Kennedy Consulting, Ltd. Professional Service Agreement and the Supplemental Work Authorization No. 2 to Work Authorization No. 1 for necessary additional construction phase services on the RM 12 at Sports Park project in Precinct 4.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$25,000

LINE ITEM NUMBER: 2008 Road Bond Program

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**SUPPLEMENTAL AGREEMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §
 §
HAYS COUNTY §

This Supplemental Agreement to the Professional Services Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Kennedy Consulting, Ltd. (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed a contract on November 17, 2009;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 was set at \$125,000.00; and;

WHEREAS, the "*Compensation Cap*" in Exhibit I, Section 4, Item 4.3 was set to limit the maximum amount payable under the Agreement to \$125,000.00; and;

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and;

WHEREAS, it has become necessary to amend the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Agreement is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$125,000.00 to \$150,000.00.
- II. The "*Compensation Cap*" in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$125,000.00 to \$150,000.00.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

EXECUTED this ____ day of _____, 2011.

THE ENGINEER:

HAYS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Hays County Judge

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

SUPPLEMENTAL NO. 2 TO
WORK AUTHORIZATION NO. 1

STATE OF TEXAS §
 §
HAYS COUNTY §

This Supplemental to Work Authorization No. 1 is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Kennedy Consulting, Ltd. (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed Work Authorization No. 1 of the Professional Services Agreement on February 8, 2010;

WHEREAS, the maximum amount payable for services performed in Part 2 and Attachment D1 was set at \$124,830.75 and;

WHEREAS, the Work Authorization shall terminate on December 31, 2011 as specified in Supplemental No. 1 to the Work Authorization; and;

WHEREAS, the Hourly Rates are limited to the rates noted in Exhibit II of the Professional Services Agreement; and;

WHEREAS, it has become necessary to amend the Work Authorization.

WORK AUTHORIZATION

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Work Authorization is amended as follows:

- I. The maximum amount payable for services performed in Part 2 and Attachment D1 will be increased from \$124,830.75 to \$140,361.00.
- II. The Scope of Services is revised to include the tasks identified on the included Exhibit B.
- III. All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

EXECUTED this _____ day of _____, 2011.

THE ENGINEER:

HAYS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Hays County Pct. 4 Commissioner

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

SCOPE OF SERVICES

The services to be provided by the Engineer under this Supplemental Work Authorization shall consist of construction phase services for the implementation of various safety improvements along RM 12 at the intersection with Sports Park Drive in Hays County, Texas.

Project Description

The proposed improvements to RM 12 include:

- Widening RM 12 with a 12 foot left turn lane and 4 foot right and left shoulders from approximately 0.09 miles South to 0.18 miles North of Sports Park Drive;
- Reconstruction of Sports Park Drive approach and intersection with RM 12; and
- Safety treatments of extending parallel and cross culverts, replacing culvert headwalls, and installing safety end treatments and guardrail.

The project lies within the Edwards Aquifer Contributing Zone.

I. Project Management and Coordination

- A. Coordinate with Hays County, TxDOT, TCEQ and other agencies as necessary.
- B. Provide Project Administration and Controls.
 1. Prepare and submit a monthly invoice package, which shall include the engineer's invoice, and a progress status report.
 2. Subconsultant coordination, prepare subconsultant agreements and task orders, review invoices.

II. Survey

- A. Survey Control Points – Recover and verify existing survey control previously established for the design survey for use by the contractor during construction. This includes a one-time site visit for the original three horizontal and vertical control points. Should it be determined that any of the survey control points are disturbed or missing they will be reestablished for a total of three survey control points. Project coordinates are based on [NAD83/93/NAVD88 values (Texas State Plane, Central Zone)].
- B. Deliverables – Update control data if necessary in Microstation V8 format describing the control points and their location, coordinate values and datum.

VIII. Plans, Specifications and Estimate (PS&E) Preparation

- A. Prepare and Submit to the County up to two (2) revised plan sheets as necessary to address contractor preferences and/or ease of construction. Changes due to errors in the plans are not compensable.

IX. Construction Phase Services

- A. Attend one (1) pre-construction meeting at the project site. Preparation of meeting agenda and meeting notes / minutes shall be by others.
- B. Attend six (6) progress meetings at the project site during construction. Preparation of meeting agenda and meeting notes / minutes shall be by others. The meetings shall include the following:
 - 1. Four consecutive weekly meetings beginning near the start of construction. Start date shall be determined by others.
 - 2. Two additional meetings as needed throughout the remainder of construction.
- C. Review shop drawings and material specifications submitted by the contractor as required by the project construction documents.
- D. Provide timely responses to contractor's Requests for Information.

EXHIBIT C

WORK SCHEDULE

The work to be performed by the Engineer under this work authorization is dependent upon the construction schedule, which is defined by others. The Engineer will make efforts to adhere to the dates defined in the construction schedule and provide timely responses to submittals and requests for information.

See construction schedule (by others) for milestone dates.

EXHIBIT D

FEE SCHEDULE

SEE ATTACHED EXCEL SPREADSHEET

EXHIBIT D
FEE SCHEDULE

FOR
KENNEDY CONSULTING, LTD.

**RM 12 at Sports Park Drive, Work Authorization No. 1,
Supplemental No. 2**

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

TOTAL COMPENSATION

\$ 15,530.25

8/24/2011

Description of Work or Task	KCI (84.0%)	SAM (16.0%)	Cost / Task Totals
Task I Project Management and Coordination	\$ 1,920.00		\$1,920.00
Task II Survey	\$ 335.00	\$ 2,480.25	\$2,815.25
Task III Right-Of-Way			\$0.00
Task IV Utility Coordination			\$0.00
Task V Environmental Studies			\$0.00
Task VI Geotechnical Investigations and Pavement Design			\$0.00
Task VII Conceptual Schematic Development			\$0.00
Task VIII Plans, Specifications, and Estimates (PS&E) Preparation	\$ 2,350.00		\$2,350.00
Task IX Construction Phase Services	\$ 8,445.00		\$8,445.00
FEE SCHEDULE SUMMARY	\$13,050.00	\$2,480.25	\$15,530.25
	KCI - Kennedy Consulting, Ltd.		\$13,050.00
	SAM - Surveying and Mapping, Inc.		\$2,480.25
	TOTAL FEE		\$15,530.25

EXHIBIT D - Summary of Man-hours by Classification
Kennedy Consulting, Ltd.

Work Authorization No. 1, Supp. No. 2

RM 12 AT SPORTS PARK DRIVE

Description of Work or Task	Project Manager \$190.00 / hr	Senior Prof. 2 \$170.00 / hr	Senior Prof. 1 \$145.00 / hr	Prof. 2 \$115.00 / hr	Prof. 1 \$90.00 / hr	Admin / Clerical \$65.00 / hr	Staff-Hr. Totals	Staff Cost / Task Totals	Plan Sheet Total
Task I Project Management and Coordination									
I.A County and Agency Coordination	4	0	0	0	0	0	4	\$ 760.00	0
I.B Project Administration and Controls	2	0	0	0	0	4	6	\$ 640.00	0
Direct Expenses								\$ 520.00	0
Project Management and Coordination Subtotal:	6	0	0	0	0	4	10	\$ 1,920.00	0
Task II Survey									
II.A Survey Coordination	1	0	1	0	0	0	2	\$ 335.00	0
Survey Subtotal:	1	0	1	0	0	0	2	\$ 335.00	0
Task VIII Plans, Specifications and Estimate (PS&E) Preparation									
VIII.A Minor change order preparation	1	1	4	6	8	0	20	\$ 2,350.00	2
Plans, Specifications and Estimate (PS&E) Preparation Subtotal:	1	1	4	6	8	0	20	\$ 2,350.00	2
Task IX Construction Phase Services									
IX.A Attend pre-construction meeting	3	0	3	0	0	0	6	\$ 1,005.00	0
IX.B Attend weekly construction meetings	5	0	10	0	0	0	15	\$ 2,400.00	0
IX.C Review shop drawings / submittals	2	2	8	2	0	2	16	\$ 2,240.00	0
IX.D Respond to Requests For Information	2	2	8	8	0	0	20	\$ 2,800.00	0
Construction Phase Services Subtotal:	12	4	29	10	0	2	57	\$ 8,445.00	0
TOTAL FEE SCHEDULE SUMMARY	20	5	34	16	8	6	89	\$ 13,050.00	2

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	miles	800	\$ 0.55	\$ 440.00
II. Overnight Mail - letter size	each	2	\$ 15.00	\$ 30.00
III. Overnight Mail - oversized box	each	2	\$ 25.00	\$ 50.00
IV. Outside Printing - Reports/Exhibits	each	0	\$ 1,000.00	-
V. Large Format Plotting	SF	0	\$ 2.50	-
Total Direct Expenses				\$ 520.00

EXHIBIT D - Summary of Man-hours by Classification
Surveying and Mapping, Inc. - Survey
RM 12 AT SPORTS PARK DRIVE

Description of Work or Task	2-Person Field Crew \$130.00 / hr	Senior Proj Mgr \$145.00 / hr	Staff Surveyor \$110.00 / hr	Senior Technician \$85.00 / hr	Survey Technician \$75.00 / hr	Field Coordinator \$85.00 / hr	Clerical Support \$50.00 / hr	Staff-Hr. Totals	Staff Cost / Task Totals	Plan Sheet Total
Task II Survey										
II.A Survey Control Points	9	0.5	1.5	5	0	1	0	17	\$ 1,917.50	0
II.B Deliverables	0	0	0.5	3	0	0	0	3.5	\$ 310.00	0
Direct Expenses									\$ 252.75	0
Survey Subtotal:	9	0.5	2	8	0	1	0	20.5	\$ 2,480.25	0
SAM SURVEY SUMMARY	9	0.5	2	8	0	1	0	20.5	\$ 2,480.25	0

EXHIBIT D - Summary of Direct Expenses
Surveying and Mapping, Inc. - Survey
RM 12 AT SPORTS PARK DRIVE

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	miles	50	\$ 0.555	\$ 27.75
II. GPS Field Units	hour	9	\$ 25.00	\$ 225.00
Total Direct Expenses				\$ 252.75

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 Letter of Intent with Lott Brothers Construction Company for construction of the Precinct 2 building.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones/Mark Kennedy

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

(see attachment)



August 8, 2011
Hays County, TX
Attn: Judge Bert Cobb, M.D.
Hays County Judge

San Marcos, TX 78666

LETTER OF INTENT AND AGREEMENT

RE: Hays County Precinct 2 Office Building (the "Project")

Dear Judge Cobb:

As you know, Lott Bros. Construction Company ("Lott Bros." or "Contractor") has been requested to act as the contractor on behalf of Hays County, Texas (the "County") in connection with the above-referenced Project. The Project is generally understood to be the design and construction of an approximately 15,000 SF Precinct 2 office building in the Plum Creek master-planned community in Kyle, Texas per the specifications set forth in the County's RFP 2011-P10-B (the "Work"). Lott Bros. and the County may be collectively referred to herein as "the Parties."

Lott Bros. has commenced design efforts pertaining to the Pre-Construction Phase of the Project (the "Pre-Construction Work"). The Parties are presently awaiting County approval for the remainder of the Work and anticipate negotiating the terms of an agreement upon receipt of approval. However, due to the Parties' desire to commence the Work promptly, this Letter of Intent and Agreement ("Agreement") is being entered into as a precursor to finalizing terms of a permanent contract that is anticipated in the very near future. Lott Bros. is willing to commence the Work pursuant to the following terms:

1. This Agreement confirms that the Parties intend to enter into a final agreement between the County and Contractor in connection with the Project, the terms of which shall be negotiated upon court approval of the Work.
2. While the terms of a final agreement as referenced in Paragraph 1 above are being negotiated and until such is executed by the parties, the County agrees to pay Contractor \$223,626.00 for the Pre-Construction Work.
3. Contractor agrees to invoice the County, and the County will make payment to Contractor within 30 days of the County's receipt of Contractor's invoice.
4. Contractor will provide the County with certificates of insurance evidencing the amounts and types of insurance the Parties agree upon in writing as the Pre-Construction Work progresses. The County shall be named as an additional insured on Contractor's General Liability, Automobile and Umbrella/Excess Liability insurance policies. Contractor agrees that its subcontractors engaged in this Project will have liability and workers' compensation coverage.



5. In consideration of the County's agreements herein, Contractor agrees to commence the Pre-Construction Work based on the County's execution of this Agreement.

6. Finally, to provide for mutual waiver of subrogation, it is agreed that the County and Contractor waive all rights against (a) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (b) the designers for the Project (*i.e.* designer, designer's consultants, engineers, etc.) for claims and damages to the extent such are covered by insurance obtained by County, Contractor, Designers or other insurance applicable to the work, the Project or the premises, except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Please sign this Agreement in the space provided below, indicating the County's agreement to the terms set forth herein, and return it to me via facsimile.

Lott Bros. is honored to have been selected to act as the County's Contractor. Please do not hesitate to call me if you have any questions.

AGREED AND ACCEPTED this 26 day of August, 2011

Hays County Texas

Lott Brothers Construction Company, Ltd.
By: Lott Brothers GP, Inc., General Partner

By: _____
Printed Name: Bert Cobb, M.D.
Title: Hays County Judge



Printed Name: David L. Lott
Title: Vice-President

ATTESTED TO BY:
Printed Name:
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: Discussion and possible action to authorize the County Judge to accept and execute a grant award contract from the U.S. Department of Justice, Office of Justice Programs, under the FY11 Edward Byrne Memorial Justice Assistance Grant (JAG) program for equipment for the District Clerk's Office, District Attorney's Office and County-Court-at-Law in the amount of \$12,165.00.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Tibbe/ Rodriguez/ Crumley/ Hauff

SPONSORED BY: Ingalsbe

SUMMARY: On June 21, 2011 Commissioners Court authorized submission of a grant application to the U.S. Department of Justice, Office of Justice Programs, under the FY11 Edward Byrne Memorial Justice Assistance Grant (JAG) program for equipment (scanners, laptops, monitor and computer) for the District Clerk's office, District Attorney's Office and County Court-At Law in the amount of \$12,165.00. The equipment will allow and enhance both input and retrieval of digital information and facilitate the rapid sharing of data between parties involved in court cases. The equipment purchases will be placed in the FY12 Budget.

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to accept and execute a grant award contract from the U.S. Department of Justice, Office of Justice Programs, under the FY11 Edward Byrne Memorial Justice Assistance Grant (JAG) program for equipment for the District Clerk's Office, District Attorney's Office and County-Court-at-Law in the amount of \$12,165.00.

PREFERRED MEETING DATE REQUESTED: September 6, 2011

COUNTY AUDITOR

AMOUNT: \$ 12,165

LINE ITEM NUMBER: 001-607-99-059.4301

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Will need to be added to the budget for FY2012.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 26, 2011

The Honorable Bert Cobb
County of Hays
102 North LBJ Suite 302
San Marcos, TX 78666

Dear Judge Cobb:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$12,165 for County of Hays.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Patrick Fines, Program Manager at (202) 353-0587; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures



**Department of Justice
Office of Justice Programs
Office for Civil Rights**

Washington, D.C. 20531

August 26, 2011

The Honorable Bert Cobb
County of Hays
102 North LBJ Suite 302
San Marcos, TX 78666

Dear Judge Cobb:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 6

1. RECIPIENT NAME AND ADDRESS (including Zip Code)

County of Hays
102 North LBJ Suite 302
San Marcos, TX 78666

4. AWARD NUMBER: 2011-DJ-BX-2661

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014

BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014

6. AWARD DATE 08/26/2011

7. ACTION

Initial

1A. GRANTEE IRS/VENDOR NO.
746002241

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT \$ 0

3. PROJECT TITLE

Digital Information Sharing Project

10. AMOUNT OF THIS AWARD \$ 12,165

11. TOTAL AWARD \$ 12,165

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ben Cobb
County Judge

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		12165

21. KDJUGT0873

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 6

PROJECT NUMBER 2011-DJ-BX-2661

AWARD DATE 08/26/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 6

PROJECT NUMBER 2011-DJ-BX-2661

AWARD DATE 08/26/2011

SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
11. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
12. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 6

PROJECT NUMBER 2011-DJ-BX-2661

AWARD DATE 08/26/2011

SPECIAL CONDITIONS

13. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

14. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
15. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 6

PROJECT NUMBER 2011-DJ-BX-2661

AWARD DATE 08/26/2011

SPECIAL CONDITIONS

16. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
17. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
18. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
19. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
20. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
21. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
22. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
23. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 6

PROJECT NUMBER 2011-DJ-BX-2661

AWARD DATE 08/26/2011

SPECIAL CONDITIONS

24. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
25. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Hays

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2011-DJ-BX-2661

PAGE 1 OF 1

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Patrick Fines
(202) 353-0587

2. PROJECT DIRECTOR (Name, address & telephone number)

Jeff Hauff
Grants Administrator
111 East San Antonio Street
San Marcos, TX 78666-5534
(512) 393-2209

3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Digital Information Sharing Project

5. NAME & ADDRESS OF GRANTEE

County of Hays
102 North LBJ Suite 302
San Marcos, TX 78666

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

9. AMOUNT OF AWARD

\$ 12,165

10. DATE OF AWARD

08/26/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use funds to purchase digital information sharing equipment. The equipment requested will improve the judicial system by allowing digital access to legal documents at the time of filing and by making the information readily available to various county departments through electronic media. NCA/NCF

OJP FORM 4000/2 (REV. 4-88)

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Action to Authorize Commercial OSSF Permit at 312 Grande, Driftwood, TX in Precinct 4.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Clint Garza, Director, Development Services Dept.

SPONSORED BY: Commissioner Whisenant, Precinct 4

SUMMARY: Larry Spector is replacing his existing on-site sewage facility on an existing house which has been changed in use to a weekend rental/vacation home. This permit will grant authorization to construct a low pressure dosed on-site sewage facility that is designed for 360 gallons per day. The property is 2.0151 acres in size.

This permit issuance is contingent on approval of the final plat approval of this lot (Los Ranchos, 20C), which is also on the Court agenda on this date.

The water supply will be supplied by private water well.

The site specification and tank profile sheets are attached.

STAFF REVIEW/COMMENTS

Resource Protection, Transportation & Planning Director: Recommend approval.

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval. No variances to the Hays County OSSF Rules were required/granted.

SITE PROFILE

Page 1
8/31/2011

OSSF Permit #: 2011-387

TYPES OF PERMITS: ☒ OSSF permit

PROPERTY ADDRESS: 312 GRANDE STREET, DRIFTWOOD TX 78619

NAME OF OWNER: LAWRENCE SPECTOR

MAILING ADDRESS: 360 NUECES STREET AUSTIN TX 78701

Work Phone:

Cell:

1-3-1952 / 07643283

Home Phone:

Fax:

Septic Type: HOTEL

Reason: New

2400 Sq Ft

5 Bedrooms

Purchased: 8/16/2011

Revision:

License Date:

Field: 1800

Plans:

Final Inspection:

Printed:

0 0 12 15

Authorization:

Approved By:

Installed:

Other Information:

☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☒ Well

☐ Water saving fixtures

☐ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract: 20C

Block:

Lot size: 2.0151

Precinct/Zone: 4

Affidavit File Date:

Survey:

Grid/Section:

Subdivision: LOS RANCHOS

Reference:

Evaluator's Information:

Site Evaluator: BETTRIDGE, JAMES

Type of soil: 2

Soil Date: 3/8/2011

360 GPD

System Information:

Manufacturer:

Distributor:

Designer: BETTRIDGE, JAMES

Installer: TBD

Treatment Type: Septic

Disinfectant:

Flood Plain Permit:

Disposal: Low Pressure Dose

Drainfield: 0 x 0 x 12 - 15

Flood Plain Status:

Brand / Model

Serial Number

Date

Flood Plain Date:

System:

Aerator:

Discharge:

Flood Plain Certificate:

Flood Plain Complete:

Expiration Date:

Service and Maintenance Information

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude:

GPS Longitude:

Map Code:

Legal Description:

Tanks

Page 1
8/31/2011

Permit: 2011-387

Site: 312 GRANDE STREET DRIFTWOOD

Owner: LAWRENCE SPECTOR

Two Compartment

Construction: Concrete

Capacity: 1,250

Depth:

Compartments: 0

Tank Longitude:

Tank Latitude:

Comments:

Date Installed:

Manufacturer:

Cover:

Days Between: 0

Last Pumped:

Baffles:

☒ Filter

Years Between: 0.0

Pump

Construction: Concrete

Capacity: 750

Depth:

Compartments: 0

Tank Longitude:

Tank Latitude:

Comments:

Date Installed:

Manufacturer:

Cover:

Days Between: 0

Last Pumped:

Baffles:

☐ Filter

Years Between: 0.0

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 approve formation and general representation of a stakeholders group to provide input and feedback on the Jacob's Well development project.

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

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

On August 23, 2011 the Commissioners Court approved the selection of a consultant to prepare a development Master Plan for the 81-acre Jacob's Well property. Contract negotiations currently are underway and expected to be completed in the next few weeks. With the various interests involved in this project and the importance of the Jacob's Well property, it would be beneficial for the County to form a Citizen Stakeholders Group representative of those interests to provide input and feedback on the planning and development of the project area.

Suggested representation in the Stakeholders group is as follows:

- Appointments by Commissioners Court members (5)
- Wimberley Valley Watershed Association (2)
- Hays Trinity Groundwater Conservation District (2)
- City of Wimberley (1)
- Woodcreek (1)
- Woodcreek North (1)
- TSU/RSI (1)
- The Nature Conservancy (1)
- Hays County Parks and Open Space Advisory Board (1)

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: 10:00 AM Progress Report by the Greater San Marcos Partnership.

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

PREFERRED MEETING DATE REQUESTED: 9/6/11

AMOUNT REQUIRED:

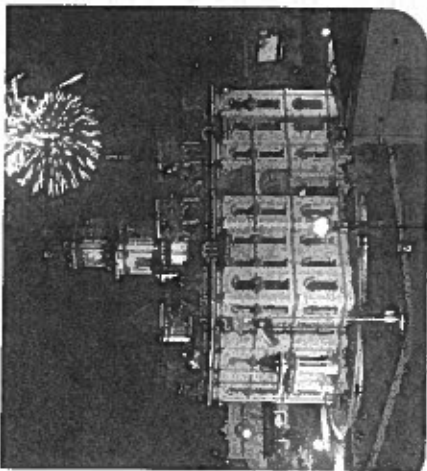
LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Amy Madison

SPONSORED BY: Commissioner Will Conley

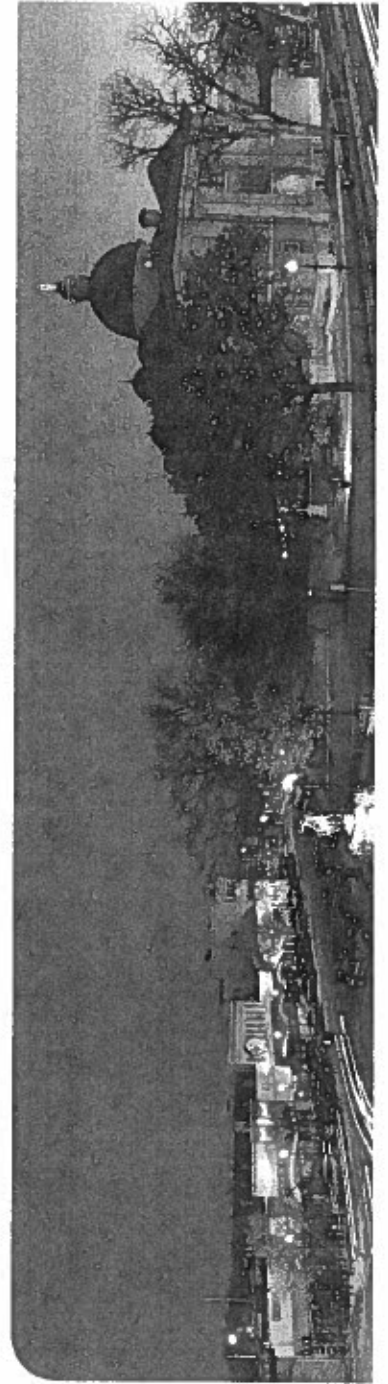
SUMMARY:

The City of San Marcos has partnered with new and existing businesses and local officials to help facilitate the expansion or renovation of existing structures and to build new facilities. The City offers various types of incentives that are designed to help fill a financial gap associated with a small business development or to help attract a large employee-intensive development to expand or locate in San Marcos. The City remains committed to working with private development on projects that will generate economic growth and jobs for the region.



Hays County Budget Hearing

August 16, 2011



GREATER
SAN MARCOS
PARTNERSHIP

Benchmarks Met/Exceeded

Overall Strategy

- Significant growth in Employment (4%), Average Annual Wage (5%) and Per Capita Income (4.1%)

Workforce Excellence

- % of Adults with a 2-year degree (Age 25+) - exceeded by 1.1%

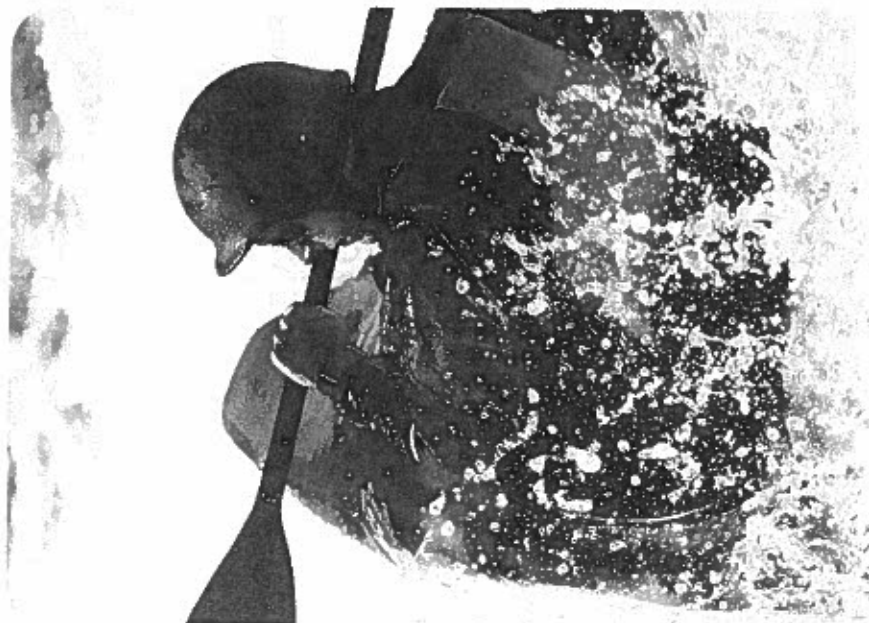
Economic Diversification

- 100 BRE Visits- Meet or Exceed
- Marketing Plan – Approved July 15th
- Life Sciences Consortium- Formed 2011
- Website (September 1)

Quality of Place

- % of Owner-occupied housing (San Marcos only) - nearly there

Annual Metrics Comparison



BRE Measurements

	BRE Visits	Expansions	Jobs Created
2009	26	2	338
2010	34	0	0
2011*	75	6	288

**Metrics for 2011 include first three quarters (October-June) only.*

Incentive Report

1 st -3 rd Qtr.	Applications Reviewed	EIAs Completed	Incentives Approved
2009	11	13	11
2010	23	5	5
2011	14	6	6

**All metrics reported are for the first three quarters (October- June) of the fiscal year.*

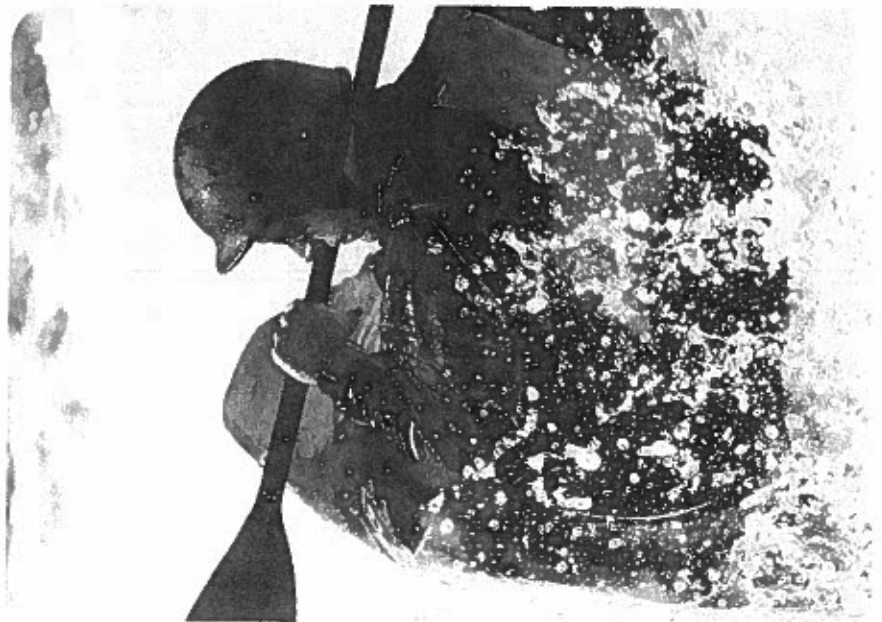
Recruitment Report

	Companies Recruited	Jobs Created
2009	5	846
2010	1	4
2011*	3	138

**Metrics for 2011 include first three quarters (October-June) only.*

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Investor Report



Public/Private Partnership

Current as of August 9:

Public- 7 Investors

Private- 68 Investors

75 Investors

Public – 61%

Private – 39%

Current Ratio
to City Funding:
\$1.00 to \$5.94

GSMP Executive Committee

Executive Officers:

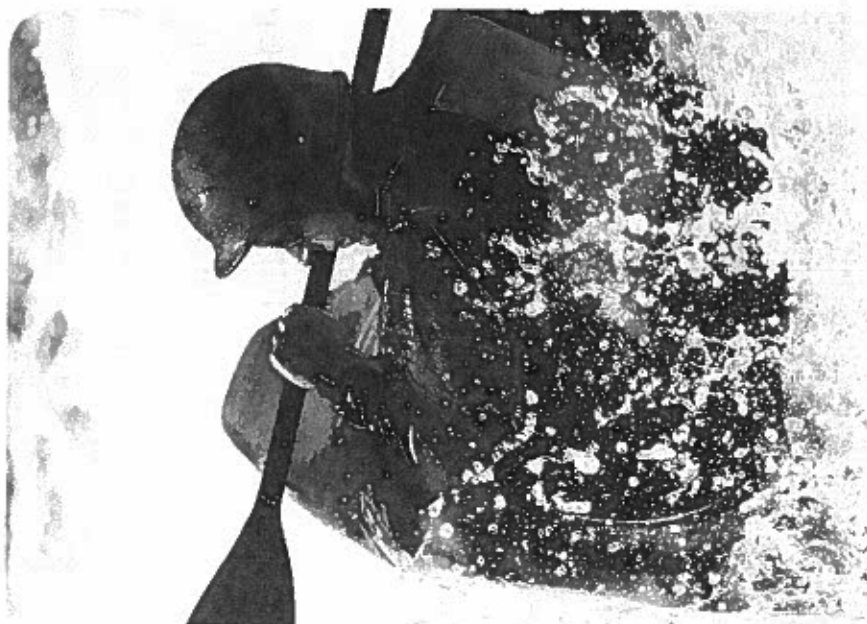
- Chairman: Will Conley, Hays County Commissioner
- Vice-Chair: Patrick Rose, Corridor Title Co.
- Treasurer: John Schott, Frost Bank
- Secretary: Ray Sanders, Mayor, City of Lockhart

Executive Directors:

- Don Nash, EDISM Chair, Wells Fargo
- Jim Nuse, City Manager, City of San Marcos
- Dr. Denise Trauth, President, Texas State University

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In the Works...



Marketing & Communications Plan

Develop collateral and creative material that focuses on positive sides of greater San Marcos

- Website
- Photos & video
- Brochures & targeted industry inserts
- Promote SM Municipal Airport
- E-newsletter

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Marketing & Communications Manager

- Over 110 applicants
- Phone interview with 11 candidates in mid July
- 2nd interview in early August

BRE Program: History

BRE 2006-08

- Global Marketing: 2006-07
- City: 2008 (1st & 2nd Quarter)
- Chamber: 2008 (3rd Quarter)
- Visits and surveys annually

Grow One 2009

- Adopted Logo
- Developed & trained task force
- Grow One incentive (HEB & Grifols)
- BRE International Award



GROW ONE

READY. SET. GROW.

ECONOMIC DEVELOPMENT
SAN MARCOS, TEXAS

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SAN MARCOS
PARTNERSHIP

BRE Program: Grow One Future

- BRE e-newsletter
- Visitation collateral / gifts
- Quarterly & annual reports
- Promotional testimonials
- Assist with recruitment
- Connect with Texas State
 - Consulting
 - Mentoring & internship programs
 - SBDC
- CEO Roundtable Event
- Involve Regional Partners

BRE Program: Grow One Future



GROW ONE
READY. SET. **GROW.**

ECONOMIC DEVELOPMENT

SAN MARCOS, TEXAS

BUDA, TEXAS

DRIPPING SPRINGS, TX

KYLE, TEXAS

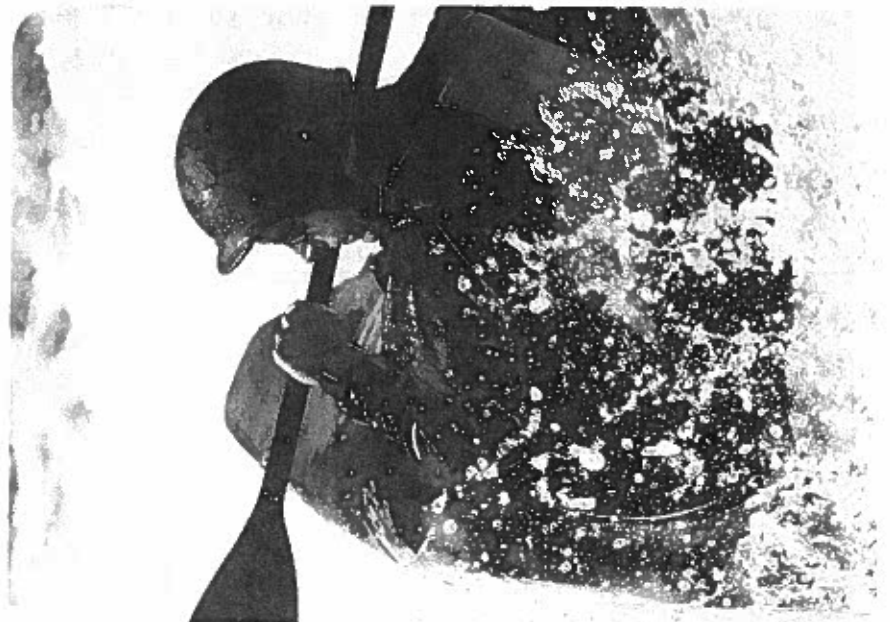
LOCKHART, TEXAS

LULING, TEXAS

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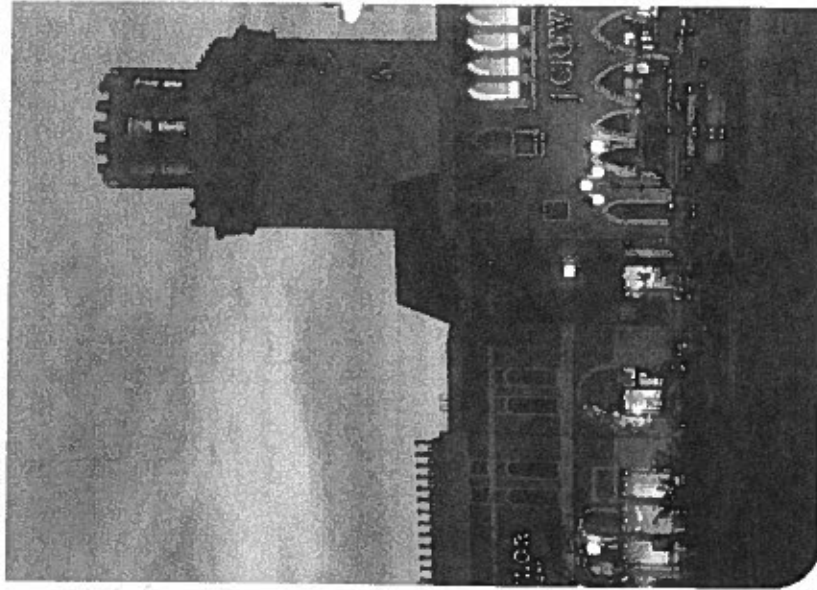
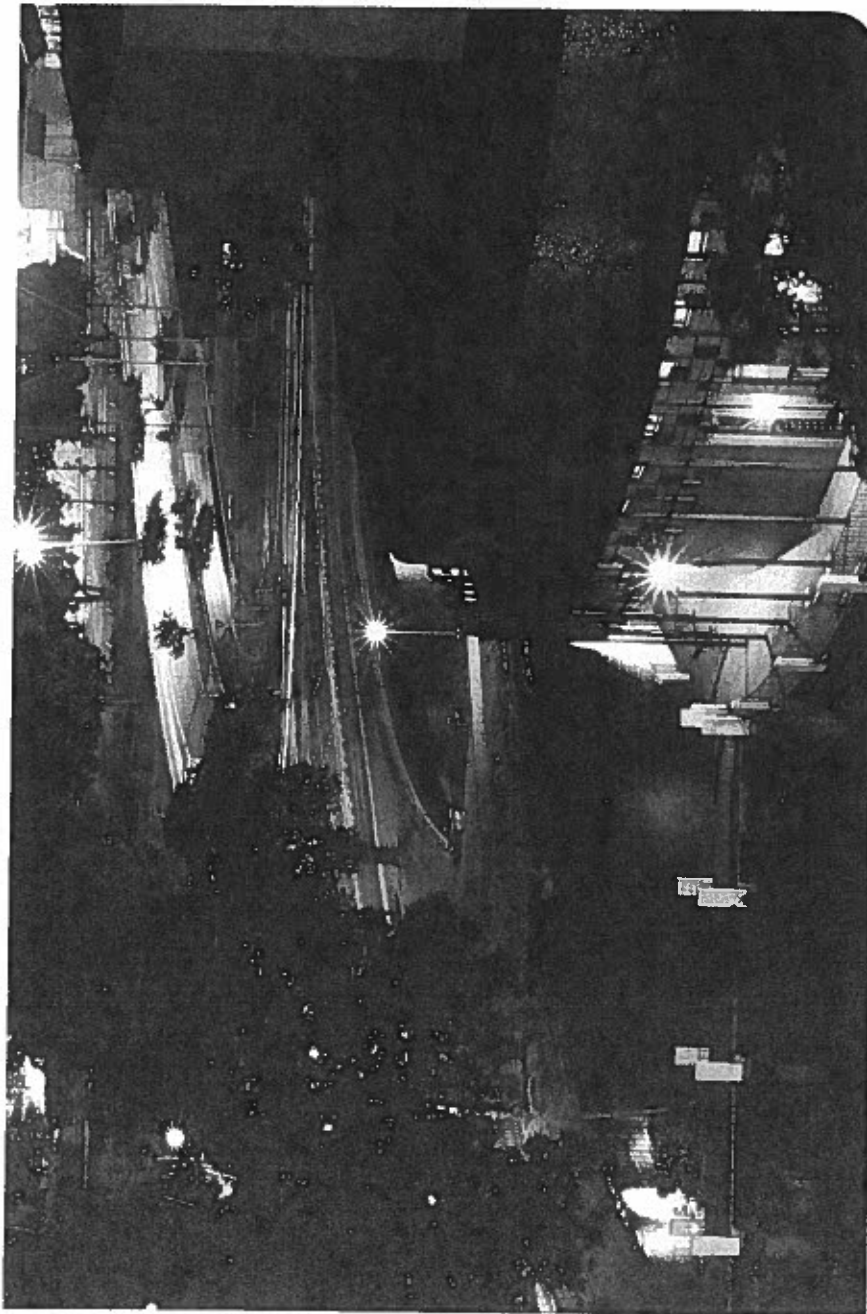
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Proposed FY 2012 Budget



2012 Budget Forecast

Budget Details	Approved FY 2011	Proposed FY 2012
Total Personnel Services Expenditures	\$394,630.00	\$419,212.00
Total Operating Expenditures	\$93,345.00	\$114,553.00
Total Program Expenditures	\$312,025.00	\$266,235.00
Total Expenditures	\$800,000.00	\$800,000.00
Budget Request - City of San Marcos	\$360,000	\$360,000
Other Public-Private Pledged	\$136,000	\$440,000
Fundraising Campaign Goal	\$304,000	N/A
Total Budget Anticipated	\$800,000	\$800,000



GREATER SAN MARCOS PARTNERSHIP

Economic Growth in Hays and Caldwell Counties.

Greater San Marcos Partnership
1340 Wonder World Drive
Suite 108
P.O. Box 2310
San Marcos, TX 78667
(512) 393-3400
www.greatersanmarcostx.com

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to §551.087 of the Texas Government Code, to discuss Economic Development negotiations including Project Demeter and Project Sky Blue.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: September 6, 2011

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY:

Summary to be provided in Executive Session.

