#### Commissioners Court -May 15, 2012 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 15<sup>th</sup> day of May, 2012, 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	4-5	Adopt a Proclamation declaring May 15, 2012 as Peace Officers Memorial Day and May 14-18, 2012 as Law Enforcement Officers Week. <b>COBB</b>

#### **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.

760	to Maria	CONSENT ITEMS
		The following may be acted upon in one motion.
E s	A Co	mmissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.
2	6	Approve payments of county invoices. HERZOG
3	7-13	Approve Commissioners Court Minutes of May 8, 2012. COBB/GONZALEZ
4	14-16	Amend the Budget of Compliance for Postage from Continuing Education. COBB
5	17-19	Authorize the Juvenile Probation Department to accept an amendment to TJJD Grant A State Aide FY 2012-2013 to increase funding by \$3,500 to purchase equipment and amend the budget accordingly. <b>COBB/WILLIAMS</b>
6	20-22	Authorize the Juvenile Probation Department to accept mini-grant funding from Texas Juvenile Justice Department Coalition 2012 Global Youth Service Day in the amount of \$150 and amend the budget accordingly. <b>COBB/WILLIAMS</b>
7	23-25	Authorize the Juvenile Probation TJJD Grant A, to remove a County issued cell phone and add a telephone allowance paid with grant funds, to the Sr. Juvenile Probation Officer, slot 0957-001 and amend the budget accordingly. <b>COBB/WILLIAMS</b>
8	26-28	Amend the Historical Commission budget for the purchase of an Inspiron computer for \$930.00 and Vizio HDTV for \$1,455.00. <b>COBB/JOHNSON</b>
9	29-31	Amend the Budgets of Departments in the General Fund for fuel increases from the Countywide Fuel budget line. <b>COBB</b>
10	32-34	Amend the Budget of D.A. Drug Forfeiture Fund for Travel from Miscellaneous. COBB
11	35-72	Authorize the County Judge to renew Memorandum of Agreement between Hays County, Personal Health Department and the Texas Department of State Health Services. <b>COBB</b>
12	73-77	Approval to renew IFB #2010-B09 Emulsion Oils for one additional year as provided for in original bid. <b>COBB</b>
13	78-82	Authorize the County Judge to sign Amendment No. 2 with the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO) for the Energy Efficiency and Conservation Block Grant. COBB/HAUFF
14	83-85	Authorize the correction of a salary/fringe calculation error for the Juvenile Probation TJJD Grant A and amend the budget accordingly. <b>COBB</b>
15	86-87	Authorize the Sheriff's Office to purchase a refrigerator and amend the budget accordingly.  COBB/CUTLER
16	88-89	Amend the Sheriff Drug Forfeiture Fund budget to purchase equipment. COBB/CUTLER
17	90-92	Approve moving insurance and contract services savings to the Juvenile Detention Center Operating staff salaries, overtime and fringe benefit budgets due to increased juvenile population and required staff to juvenile ratio and amend the budget accordingly. <b>COBB/LITTLEJOHN</b>

#### **ACTION ITEMS**

		SUBDIVISIONS
18	93-94	12-3-5 Replat of Lot 16, Green Acres (2 lots). Hold public hearing; discussion and possible action to approve final plat. <b>CONLEY/MCINNIS</b>
19	95	Call for a public hearing on June 12, 2012 to discuss possible cancellation of Triple Creek Ranch Section Three. WHISENANT/MCINNIS
20	96	Discussion and possible action to accept fiscal surety for Reunion Ranch Phase 1A in the amount of \$1,078,736.00 and for Reunion Ranch Phase 1B in the amount of \$807,822.50. WHISENANT/MCINNIS

	MISCELLANEOUS			
21	97-101	Discussion and possible action to authorize the County Judge to execute Supplemental Agreement No. 2 to the Professional Services Agreement with Prime Strategies extending the contract to March 31, 2015 and increasing the not-to-exceed fee for services related to the Hays County Pass-Through Finance Program. <b>COBB</b>		
22	102-119	Discussion and possible action to approve the proposed application for the Public Health Emergency Preparedness Grant, in the amount of \$132,632.00. <b>COBB</b>		
23	120-123	Discussion and possible action to authorize the County Judge to execute a Resolution for participation in the PACE 2013 Purchasing Cooperative by Hays County. <b>COBB/MCGILL</b>		
24	124	Discussion and possible action to approve Bid Package #2 for costs related to the Precinct 2 offices. <b>JONES</b>		
25	125-126	Discussion and possible action to adopt a Resolution regarding the holding of Mental Health Patients in our County Jails. <b>INGALSBE</b>		
26	127	Discussion and possible action to approve the appointments of Cale and Christina Baese as Co-Chairs to the Kyle Log House Commission to replace Marilyn Beals. <b>INGALSBE</b>		
27	128-134	Discussion and possible action to allow a variance to driveway separation requirements for San Marcos Community Church. INGALSBE/BORCHERDING		

#### **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.

	Court may aloo	amounded it was go into Executive dession, if necessary, to receive advice nonneed to galding any other tient on this agenda.
28	135	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment, duties, and/or reassignment of each individual employee within the Victim Services Division of the Hays County Criminal District Attorney's Office. Possible action may follow. <b>COBB</b>
29	136	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment, duties, and/or reassignment of the Hays County Law Librarian. Possible action may follow. <b>COBB</b>
30	137	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development information, to be called "Project Amp." Possible action may follow in open Court. <b>COBB</b>
31	138	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the marketing and potential sale or lease of County owned properties. Possible action may follow in open court. <b>COBB</b>
32	139	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County. <b>COBB</b>

#### 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.

33	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
34	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
35	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. <b>COBB</b>
36	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. <b>WHISENANT</b>

Posted by 5:00 o'clock P.M. on the 11th day of May, 2012 COMMISSIONERS COURT, HAYS COUNTY, TEXAS	
COMMISSIONERS COURT, HAYS COUNTY, TEXAS	
	10.
	-
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.

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205

AGENDA ITEM: Adopt	a Proclamation	declaring May	y 15, 2012 as Peace	e Officers Memorial Day and
<b>AGENDA ITEM:</b> Adopt a Proclamation declaring May 15, 2012 as Peace Officers Memorial Day and May 14-18, 2012 as Law Enforcement Officers Week.				
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CHECK ONE	001071			
CHECK ONE:	CONSENT	ACTION	EXECUTIVE SI	ESSION
	WORKSHOP	X PRO	CLAMATION	PRESENTATION
PREFERRED MEET	TING DATE RE	EQUESTED:	5/15/12	
AMOUNT REQUIR	ED:			
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### Proclamation Peace Officers Memorial Day & Police Week

WHEREAS, Congress and President of the United States have designated May 15, 2012 as Peace Officers Memorial Day, and the week of May 14-18, 2012 as Police Week.

WHEREAS, the members of Hays County law enforcement play an essential role in safeguarding the rights and freedoms of Hays County; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of Hays County law enforcement unceasingly provide a vital public service;

NOW, THEREFORE, we, the Commissioners Court of Hays County, call upon all citizens of Hays County and upon all patriotic, civic and educational organizations to observe May 15, 2012 as Peace Officers Memorial Day and May 14 – May 18, 2012, as Law Enforcement Officers Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

We further call upon all citizens of Hays County to observe Tuesday, May 15, 2012, as **Peace Officers Memorial Day** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

#### ADOPTED THIS THE 15<sup>TH</sup> DAY OF MAY, 2012

Mark Jones Commissioner, Pct. 2
Ray Whisenant
Commissioner, Pct. 4

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than 2:00 p.m. on WEDNESDAY. Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.					
		-			
CHECK ONE:	X CONSENT	ACTION	EXECUTIV	E SESSION	
	WORKSHOP	PROCLA	MATION	PRESENTATION	
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SPONSORED BY: 1					
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### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM: A	APPROVE COMMISSIONER COURT MINUTES OF MAY 8, 2012.
	W CONCENTE
CHECK ONE:	X CONSENT
	☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEI	ETING DATE REQUESTED: MAY 15, 2012
AMOUNT REQUI	RED:
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REQUESTED BY:	GONZALEZ
SPONSORED BY:	
SUMMARY:	

MAY 8, 2012

STATE OF TEXAS \* COUNTY OF HAYS \*

ON THIS THE  $8^{TH}$  DAY OF MAY A.D., 2012, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR

DEBBIE GONZALES INGALSBE

MARK JONES

WILL CONLEY

RAY O. WHISENANT JR

LIZ Q. GONZALEZ

COUNTY JUDGE

COMMISSIONER, PCT. 1

COMMISSIONER, PCT. 3

COMMISSIONER, PCT. 4

COUNTY CLERK

#### AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Assistant Pastor Fred Pratt of Solid Rock Church 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

Laurie Moyer – Managing Director – Community Services for the City of San Marcos and San Marcos resident invited Court to a San Marcos Urban Transit District Meeting.

### 28076 ADOPT A PROCLAMATION DECLARING MAY 6-12, 2012 AS NATIONAL CORRECTIONAL OFFICERS & EMPLOYEES WEEK

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring May 6-12, 2012 as National Correctional Officers & Employees Week. All voting "Aye". MOTION PASSED

#### 28077 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve payments of County Invoices in the amount of \$532,100.63 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

#### 28078 APPROVE COMMISSIONERS COURT MINUTES OF MAY 1, 2012

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of May 1, 2012 as presented by the County Clerk. All voting "Aye". MOTION PASSED

#### 28079 APPROVE UTILITY PERMITS

This is to approve Utility Permit #852 on Fitzhugh Road and Crumley Ranch Road issued to Texas Gas Service. Gas line to be installed in Right of way of Fitzhugh Road and Crumley Ranch Road per engineered plans. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve Utility Permit # 852 Fitzhugh Rd and Crumley Ranch Road issued to Texas Gas Service as submitted by the Road Department. All voting "Aye". MOTION PASSED

### 28080 APPROVAL TO AWARD IFB #2012-B02R REBID OF ROW FENCING FOR MT. GAINOR TO METALINK CORPORATION

Purchasing received 3 Mt. Gainor Fencing Rebid quotes (1) Metalink Corporation for a grand total of \$32,856.60 (2) Bobo Construction for a grand total of \$38,617.00 (3) BWH Homes Construction for a grand total of \$39,960.20 with Metalink having the lowest bid. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve award IFB #2012-B02R Rebid of ROW Fencing for Mt. Gainor to Metalink Corporation. All voting "Aye". MOTION PASSED

MAY 8, 2012



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28081

ACCEPT A DONATION FROM THE HISTORICAL COMMISSION AND AMEND THE BUDGET FOR USE OF THOSE FUNDS ON OPERATING EXPENSES, AS WELL AS, CHANGING THE LIGHT FIXTURES IN SUITE 104 AT THE COURTHOUSE

The Historical Commission has received a donation for office and general supplies, contract services, and miscellaneous capital improvements. No matching county funds needed. Amount required \$10,000.00 funded through a donation. Increase Revenue: 001-676-00.4610-contributions (\$10,000.00) Increase Expense: 001-676-00.5201-general supplies \$1,000.00, Increase Expense: 001-676-00.5211-office supplies \$2,000.00, Increase Expense: 001-676-00.5448 contract services \$4,656.00, Increase Expense: 001-676-00-5741 misc. capital improvements \$2,344.00. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept a donation from the Historical Commission and amend the budget for use of those funds on operating expenses, as well as, changing the light fixtures in Suite 104 at the Courthouse. All voting "Aye". MOTION PASSED

28082

AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, UNDER THE FY12 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR SHARED EQUIPMENT FOR THE SHERIFF'S OFFICE, DISTRICT CLERK'S OFFICE, COUNTY CLERK'S OFFICE, AND ADULT PROBATION IN THE AMOUNT OF \$11,128.00

Grant funds, if awarded will be used to assist in purchasing a Touch Print Live Scan Appliance for digital collection and processing of fingerprint images. The equipment will be housed in the Government Center and utilized by all Justice System Offices. The equipment supports the "paperless" initiative recently implanted for our justice system records. The Sheriff's Office will be able to obtain fingerprints on individuals that have been arrested in another county and on individuals whose criminal history has not been submitted to DPS. Adult Probation, County Clerk's Office and District Clerk's Office will also benefit from this equipment for obtaining fingerprints on defendant's that are placed on probation and on individuals who are requesting a name change. The County will be able to use the Live Scan for collection of fingerprints for those positions that require investigation background checks on new hires. Additional County funds will be necessary to cover the full purchase price of the system, which is \$21,770.00. JAG funds are limited to \$11,128.00. Potential funding sources for the County portion included the Records Management and/or Technology Funds, or other County resources. The grant will be submitted electronically and is due by May 14, 2012. A motion was made by Commissioner Jones, seconded by Commissioner Conley to authorize the County Judge to submit a grant application to the U.S. Department of Justice, under the FY12 Edward Byrne Memorial Justice Assistance Grant (JAG) program for shared equipment for the Sheriff's Office, District Clerk's Office, County Clerk's Office, and Adult Probation in the amount of \$11,128.00. All voting "Aye". MOTION PASSED

28083

ACCEPT THE DELIVERY OF THE INTERNAL EXAMINATION REPORTS FOR THE HAYS COUNTY DISTRICT ATTORNEY'S STATE FORFEITURE ASSETS AND THE HAYS COUNTY SHERIFF'S FEDERAL AND STATE FORFEITURE ASSETS

In accordance with subsection 115.0035 of the Texas Local Government Code and Article of the Texas Code of Criminal Procedure, the Auditor's office performed an internal examination on the records of the District Attorney's Forfeiture Fund and the FY2011 Chapter 59 Asset Forfeiture Report for the period of September 1, 2010 to August 31, 2011. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation. Based on the internal examination, except for the following finding the recommendation, deposits and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure. A motion was made by Commissioner Jones, seconded by Commissioner Conley to accept the delivery of the Internal Examination Reports for the Hays County District Attorney's State Forfeiture Assets and the Hays County Sheriff's Federal and State Forfeiture Assets. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #9 RE: APPROVE SPECIFICATIONS AND AUTHORIZE PURCHASING TO ADVERTISE A REQUEST FOR PROPOSALS FOR LEASE AND EQUIPPING OF HAYS COUNTY GOVERNMENT CENTER FITNESS ROOM - PULLED

**VOLUME U PG 792** 



MAY 8, 2012

28084

AUTHORIZE THE COUNTY JUDGE TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH HNTB CORPORATION AND KLOTZ ASSOCIATES FOR DESIGN SERVICES ON PROPOSITION 12 FUNDED PROJECTS ON IH 35 AND FM 2439 RESPECTIVELY WITH TXDOT FUNDING REIMBURSEMENT IN ACCORDANCE WITH THE LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT APPROVED BY THE COURT ON APRIL 17, 2012

Jerry Borcherding Transportation Director and Mike Aulick of Aulick and Associates spoke. On May 1, 2012 the Commissioners Court selected HNTB Corporation and Klotz Associates to design the IH 35 and FM 2439 projects respectively with reimbursable funding by TxDot in the maximum obligated amounts as follows: IH 35 project #1 (HNTB) - \$750.000, IH 35 Project #2 (HNTB)- \$463,435, and FM 2439 (Klotz) - \$450,000. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Professional Services Agreements with HNTB Corporation and Klotz Associates for design services on Proposition 12 funded projects on IH 35 and FM 2439 respectively with TxDOT funding reimbursement in accordance with the Local Transportation Project Advance Funding Agreement approved by the Court on April 17, 2012. All voting "Aye". MOTION PASSED

28085

AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND HAYS COUNTY FOR THE PURPOSE OF ACQUIRING PROJECT RIGHTS OF WAY (ROW) AND ASSOCIATED EASEMENTS LOCATED IN TRAVIS COUNTY TO ACCOMPLISH THE FM 1626 SAFETY EXPANSION PROJECT

Mark Kennedy Special Counsel and Jeff Watson of HNTB spoke. This agreement will allow Hays County to acquire the rights of way and associated easements in Travis County necessary for the expeditious completion of the FM 1626 Safety Expansion Project. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Agreement between Travis County and Hays County for the purpose of acquiring project Rights of Way (ROW) and associated easements located in Travis County to accomplish the FM 1626 Safety Expansion Project. All voting "Aye". MOTION PASSED

28086 BELTERRA SAWYER RANCH PROPANE SITE [12-4-1 - 2 LOTS] APPROVE FINAL PLAT

Roxie McInnis Subdivision Coordinator spoke. The Belterra Sawyer Ranch Propane Site is a proposed division of 22.506 acres of land located at the intersection of Belterra Drive and Sawyer Ranch Road in Precinct 4. The division will result in two lots, Lot 1 being 3.173 acres and Lot 2 being 19.333 acres. Both lots will be served by surface water and public sewer by Hays County WCID #2. This property is located within the City of Dripping Springs' extra-territorial jurisdiction. The project was approved by the city of November 8, 2011. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve final plat of Belterra Sawyer Ranch Propane Site 2 Lots. All voting "Aye". MOTION PASSED

28087 BELTERRA PHASE 2 SECTION 7 | tt-4-46 - 57 LOTS| APPROVE FINAL PLAT AND ACCEPT FISCAL SURETY IN THE AMOUNT OF \$290,434.75

Roxie McInnis Subdivision Coordinator spoke. The preliminary plan for Belterra Phase 2 was originally approved in November 2002 as a 589 lot phase covering 812.83 acres. Since that time, nine sections have been platted with a total of 520 lots. Section 7 covers 22.038 acres and will result in 57 (49 residential, 8 open space/greenbelt) lots. Water and wastewater services will be provided to all lots by Hays County Water Control and Improvement District No.1. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve final plat of Belterra Phase 2 Section 7 and accept Fiscal Surety in the amount of \$290,434.75. All voting "Aye". MOTION PASSED

28088 APPROVE NECESSARY ADDITIONAL CONSTRUCTION PHASE SERVICES IN ACCORDANCE WITH SUPPLEMENT NO. 3 TO WORK AUTHORIZATION NO. 2 ON THE RM 1826 AT CRYSTAL HILL ROAD PROJECT IN PRECINCT 4

Allen Crozier of HDR spoke. Andrew Backus – Hays County resident made public comment. As construction staking began, concerns were raised by residents concerning the proposed construction over a portion of the roots of several large oaks for temporary pavement required to improve safety by maintaining two-way access into the various subdivisions during all phases of construction. The temporary pavement was placed as closed to the existing ROW line as possible to maximize the distance to the trees in an attempt to limit damage. However, it still lied within the drip line and over tree roots. Residents and home owner associations requested that the County investigate the possibility of obtaining a temporary construction easement from an adjacent property owner such that the detour pavement could be shifted away from the roots and limbs. A meeting was held with the adjacent property owner and he agreed to allow the temporary detour pavement to be constructed on his property. This change will required services in the initial CH2M Hill Construction Phase Services supplement as listed below (1) Develop Meet & Bounds for temporary construction easement, (2) Revise detour alignment & profile, and (3) Revise construction phasing plans. In addition, Supplement No 2 reserved funds for the potential redesign of bridge footing should the contractor request an alternate system which substantially

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reduced construction cost. The contractor did not make this request. The GEC recommends releasing these funds and applying to the work listed above. Amount required \$7,694.00 requested funds are under the Professional Services Agreement compensation cap. Funds are available within the 2008 Road Bond Program. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve necessary additional construction phase services in accordance with Supplement No. 3 to Work Authorization No. 2 on the RM 1826 at Crystal Hill Road project in Precinct 4. All voting "Aye". MOTION PASSED

28089

AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SUPPLEMENT SERVICES AMENDMENT WITH BROADDUS & ASSOCIATES FOR SERVICES RELATED TO THE PRECINCT 2 TEMPORARY AND PERMANENT FACILITIES LOCATED AT 5458 FM 2770 IN KYLE, TX IN AN AMOUNT NOT TO EXCEED \$140,000

Mark Kennedy Special Counsel spoke. Broaddus & Associates is the project manager for the Precinct 2 Building Project. The project manager agrees to perform professional services to provide strategic planning, procurement, and project management for the project. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute a Supplement Services Amendment with Broaddus & Associates for services related to the Precinct 2 temporary and permanent facilities located at 5458 FM 2770 in Kyle, TX in an amount not to exceed \$140,000. Commissioner Conley abstained. Commissioner Ingalsbe, Commissioner Jones, Commissioner Whisenant and Judge Cobb voting "Aye". MOTION PASSED

#### 28090 APPROVE NAMING A PRIVATE DRIVE OFF LOGANS RUN TO ABNER ROSS ROAD

Jerry Borcherding Director of Transportation Services and Clint Garza Director of Development Services spoke. This action would officially name a private drive that intersects Logans Run. There are currently 4 properties that access Logans Run via the shared access driveway. All owners of the aforementioned properties have requested the named designation of Abner Ross Road. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to approve naming a private drive off Logans Run to Abner Ross Rd. All voting "Aye". MOTION PASSED

### AUTHORIZE THE COUNTY PURCHASING MANAGER TO REVIEW ALTERNATIVE CELLULAR PHONE SERVICES FOR ALL COUNTY OFFICES

Bill Herzog County Auditor spoke. A significant portion of the County Government Center does not have access to an AT&T signal. This prevents employees from receiving or placing cellular calls. This makes the cellular phones ineffective. Some employees are required to leave the building to place or receive phone calls. No action taken today.

28091 ADOPT POLICIES AND PROCEDURES FOR MONITORING ARBITRAGE REQUIREMENTS AND THE USE OF PROCEEDS AND PROPERTY FINANCE FOR PURPOSES OF MAINTAINING TAX-EXEMPT STATUS ON BONDS

Bill Herzog County Auditor spoke. The updated IRS Form 8038-G, which will be filed in connection with, and after closing on, the County's Limited Tax Refunding Bonds, Series 2012, now inquires as to whether an Issuer "has established written procedures to ensure that all nonqualified bonds of (an) issue are remediated according to the requirements under the (Internal Revenue Code). A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adopt policies and procedures for monitoring arbitrage requirements and the use of proceeds and property finance for purposes of maintaining tax-exempt status on bonds. All voting "Aye". MOTION PASSED

28092 CANCEL COURT MEETING DATES OF MAY 29, JUNE 19, JULY 10, AUGUST 28, AND OCTOBER 2 OF THIS YEAR

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to cancel court meeting dates of May 29, June 19, July 10, August 28, and October 2 of this year. All voting "Aye". MOTION PASSED

#### **VOLUME U PG 794**



MAY 8, 2012

28093

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL, DELIBERATION REGARDING RIGHT OF WAY ACQUISITION, AND CONSIDERATION OF THE USE OF EMINENT DOMAIN TO CONDEMN PROPERTY ALONG RM 150 IN PRECINCT 2

Court convened into Executive Session at 10:20 a.m. and reconvened into Executive Session at 10:28 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy and Lori Bible. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize Legal Counsel to move forward with condemnation proceedings on Parcels 5 & 5 DE of the RM 150 Project, owned by MNT&S Development Ltd. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO THE MARKETING AND POTENTIAL SALE OR LEASE OF COUNTY OWNED PROPERTIES

Court convened into Executive Session at 10:37 a.m. and reconvened into open court meeting at 11:30 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy, Development Services Director Clint Garza and Lon Shell. No Action Taken.

#### ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Judge Cobb urged public to burn their piles as soon as possible. He also urged the public to use extreme caution when burning.

County Clerk's Note Agenda #23 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

### DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR

Jeff Watson of HNTB gave a brief overview of all the projects. Allen Crozier of HDR gave an overview of all projects. US 290 - Continuous Left Turn Lane (fill in gaps) and improve shoulders (approx 3.7 mi), RM 12 @ Sports Park Drive - Safety improvements (add left turn lane and other intersection safety improvements), RM 1826 @ Nutty Brown Rd - Safety Improvements (left turn land and other intersection safety improvements), RM 1826 @ Crystal Hill Dr - Safety Improvements (left turn lane and other intersection safety improvements(potential acceleration lane)), RM 1826 @ Darden Hill Rd - Safety Improvements realignment of Darden Hill Rd at intersection), RM 1826 @ RM 967 - Safety improvements (left turn lane (RM 1826) right turn lane (RM 967) and other intersection safety improvements, RM 2325 Fischer Store Rd (CR 181) to Carney Lane - Safety improvements (left & right turn lanes) (preliminary schematic complete), RM 12 @ Old Kyle Road -Mobility/safety improvements at Wimberley Business District (turn lanes/planters/drainage), RM 12 & RM 32 Junction - Realignment of RR 12 & RR 32 for T-intersection and other safety improvements, RM 12 Parkway Development - ROW preservation & Environmental studies for 4 lane divided parkway, RM 12 @ Hugo Road (CR 214) - Project Complete, RM 12 @ Sink Creek - Project Complete, RM 12 @ Wonder World Dr. - Project Complete, Old Bastrop Highway (CR 266) - 1.9 mi - widen to 8 lanes (2+ cltl) & 7 shoulders/acquire ROW for an ultimate 4-lane section, SH 21 @ High Road (CR 127) - Project Complete, SH 21 @ Rhode Road (CR 126) - Safety improvements (left turn lane and other intersection safety improvements), Dacy Lane (CR 205) Bebee Rd. to Windy Hill - Engineering/Environmental Studies & ROW preservation (2-12' lanes, 14' left turn lane, bicycle lanes & sidewalks)(1.5 mi), Lime Kiln Road @ Sink Creek - Feasibility Analysis and Environmental Studies (LWC replacement in SM River watershed and Edwards Aquifer Recharge Zone), Post Road (CR 140) - Feasibility Analysis and planning study for the replacement of Low Water Crossing over the Blanco River, Lakewood Drive @ RM 1626 - Raise grade of approach (replace culvert with bridge) on Lakewood Drive @ 1626 Safety improvements, RM 967 @ Ruby Ranch Road - Safety improvements (turn lanes).

County Clerk's Note Agenda 25 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 Whisenant, 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 May 8, 2012.



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



### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM: Amend Budget of Compliance for Postage from Continuing Ed.
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: May 15,2012
Amount Required: \$ 550
LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-648-00.5212 Postage
from 001-648-00.5551 Continuing Ed.
REQUESTED BY: Lon Shell/Auditors Office
SPONSORED BY: Cobb
SUMMARY:
Compliance Dept. requires additional postage and can fund from Continuing Ed. savings
See Budget Amendment

DESCRIPTION OF Item: Amend Budget of Compliance for Postage from Continuing Ed.	
PREFERRED MEETING DATE REQUESTED: May 15, 2012	
COUNTY AUDITOR	
AMOUNT: \$550	
LINE ITEM NUMBER: to 001-648-00.5212 Postage	
from 001-648-00.5551 Continuing Ed.	all e
COUNTY PURCHASING GUIDELINES FOLLOWED: N/A	*
PAYMENT TERMS ACCEPTABLE: N/A	0
COMMENTS: See budget amendment.	
Bill Herzog	<b>a</b>
The second of th	
SPECIAL COUNSEL	
CONTRACT TERMS ACCEPTABLE:	
COMMENTS:	
and the part of the latter of	
COUNTY JUDGE	
Signature Required if Approved	
DATE CONTRACT SIGNED:	

		Appropriation before	Amend	<u>ment</u>	Appropriation
ine Item Expenditures		Amendment	<u>Increases</u>	<u>Decreases</u>	as <u>Amended</u>
ransfer for increased fu	el:				
01-607-00.5271	D.A. Fuel	5,000	1,120		0.400
01-618-00.5271	Sheriff Fuel	400,000	•		6,120
01-619-00.5271	Tax Office Fuel	1,000	107,481		507,481
01-635-00.5271	Constable 1 Fuel	9,600	835 7,900		1,835
01-636-00.5271	Constable 2 Fuel	13,000			17,500
01-637-00.5271	Constable 3 Fuel	6,000	6,735		19,735
01-638-00.5271	Constable 4 Fuel	11,200	2,150		8,150
01-646-00.5271	Civic Center Fuel	4,000	2,500		13,700
01-656-00.5271	Emergency Mgmt Fuel	2,450	866		4,866
01-657-00.5271	Development Svcs.Fuel	17,500	1,202		3,652
01-686-00.5271	Juvenile Probation Fuel	9,000	9,400		26,900
01-695-00.5271	Bldg Maint Fuel		3,882		12,882
01-716-00.5271	Transfer Station Fuel	13,000	4,929		17,929
	Transier Station Fuel	4,000	1,000		5,000
ountywide Operations (	645).				
01-645-00.5271	Fuel	150.000			
	1 001	150,000		(150,000)	0
			<u>150.000</u>	<u>(150.000)</u>	
Compliance (648):					
01-648-00.5212	Postage	1,000	550		
01-648-00.5551	Continuing Ed.	2,500	550	(===)	1,550
	-	2,000		(550)	1,950
ransfer for needed postage	from Continuing Ed. savings				
listorical Commission (6	<u>376):</u>				
01-676-00.5712_400	Computer Eqpt-operating	0	930		020
01-676-00.5719_400	Misc Eqpt-operating	0	1,455		930
01-676-00.5211	Office Supplies	2.200	1,100	(030)	1,455
01-676-00.5448	Contract Svcs.	14,281		(930)	1,270
				(1,455)	12,826
ranster for computer for office	e and HDTV for documentaries'	display			
Tarrett for compater for office					
uvenile Probation/TJPC	-A State Aid Grant (686-99-0				
<u>luvenile Probation/TJPC</u> 01-686-99-027.5201	-A State Aid Grant (686-99-0 General Supplies	<u>27):</u>	513		1 510
uvenile Probation/TJPC 01-686-99-027.5201	General Supplies	<b>27):</b> 1,000	513 2 987		1,513
uvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400 Revenue		<u>27):</u>	2,987	Increases	1,513 5,487
uvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400 <u>Revenue</u>	General Supplies	<b>27):</b> 1,000		Increases 3,500	
Nuvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400 Revenue 01-686-99-027.4301	General Supplies Computer Eqpt-operating Intergovernmental	1,000 2,500 624,669	2,987 Decreases	3,500	5,487 628,169
uvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400	General Supplies Computer Eqpt-operating Intergovernmental anue for computer eqpt-laptop, so	27): 1,000 2,500 624,669 canner, camera to	2,987 <u>Decreases</u> support new soft	3,500	5,487 628,169
uvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400	General Supplies Computer Eqpt-operating Intergovernmental	1,000 2,500 624,669 anner, camera to	2,987  Decreases  support new soft 2,812	3,500	5,487 628,169
uvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400	General Supplies Computer Eqpt-operating Intergovernmental anue for computer eqpt-laptop, so Staff Fica	1,000 2,500 624,669 anner, camera to 196,586 15,362	2,987  Decreases  support new soft 2,812 174	3,500	5,487 628,169 t
uvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400	General Supplies Computer Eqpt-operating Intergovernmental anue for computer eqpt-laptop, so Staff Fica Medicare	1,000 2,500 624,669 canner, camera to 196,586 15,362 3,593	2,987 Decreases  support new soft 2,812 174 41	3,500	5,487 628,169 t 199,398
Nuvenile Probation/TJPC 01-686-99-027.5201 01-686-99-027.5712_400 Revenue 01-686-99-027.4301	General Supplies Computer Eqpt-operating Intergovernmental anue for computer eqpt-laptop, so Staff Fica	1,000 2,500 624,669 anner, camera to 196,586 15,362	2,987  Decreases  support new soft 2,812 174	3,500	5,487 628,169 t 199,398 15,536

Correct calculation error for wages/fringe from office supplies

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM: Authorize the Juvenile Probation Department to accept an amendment to
TJJD Grant A State Aide FY 2012-2013 to increase funding by \$3,500 to purchase
equipment and amend the budget accordingly.
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION
CHECK ONE: $\underline{\mathbf{X}}$ CONSENT $\Box$ ACTION $\Box$ EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: May 15, 2012
AMOUNT REQUIRED: \$3,500 (funded by grant)
LINE ITEM NUMBER OF FUNDS REQUIRED: 001-686-99-027]
REQUESTED BY: Shelly Williams
SPONSORED BY: Judge Bert Cobb, MD
SUMMARY:
The Texas Juvenile Justice Department amended Grant A to increase by \$3,500 to purchase equipment to
support the implementation of Juvenile Case Management System (JCMS), new software system being rolled out
to all juvenile probation departments across Texas. Hays County began the new system this month, May 2012.
Funds will be used to purchase a laptop, scanner, and camera. No County Funds needed.
Budget Amendment:
Increase Intergovernmental Revenue: 001-686-99-027.4301 \$3,500.00
Increase General Supplies Expense: 001-686-99-027.5201 513.00
Increase Computer Eqpt Expense: 001-686-99-027.5712_400 2,987.00
a e a

DESCRIPTION OF Item: Authorize the Juvenile Probation Department to accept an amendment to TJJD Grant A State Aide FY 2012-2013 to increase funding by \$3,500 to purchase equipment and amend the budget accordingly.  PREFERRED MEETING DATE REQUESTED: May 15, 2012  COUNTY AUDITOR  AMOUNT: \$3,500 (funded by grant)  LINE ITEM NUMBER: 001-686-99-027]  COUNTY PURCHASING GUIDELINES FOLLOWED:  PAYMENT TERMS ACCEPTABLE:  COMMENTS: See budget amendment.  Bill Herzog
COUNTY AUDITOR  AMOUNT: \$3,500 (funded by grant) LINE ITEM NUMBER: 001-686-99-027]  COUNTY PURCHASING GUIDELINES FOLLOWED: PAYMENT TERMS ACCEPTABLE: COMMENTS: See budget amendment.
COUNTY AUDITOR  AMOUNT: \$3,500 (funded by grant) LINE ITEM NUMBER: 001-686-99-027]  COUNTY PURCHASING GUIDELINES FOLLOWED: PAYMENT TERMS ACCEPTABLE: COMMENTS: See budget amendment.
AMOUNT: \$3,500 (funded by grant)  LINE ITEM NUMBER: 001-686-99-027]  COUNTY PURCHASING GUIDELINES FOLLOWED:  PAYMENT TERMS ACCEPTABLE:  COMMENTS: See budget amendment.
COUNTY PURCHASING GUIDELINES FOLLOWED: PAYMENT TERMS ACCEPTABLE: COMMENTS: See budget amendment.
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COUNTY PURCHASING GUIDELINES FOLLOWED: PAYMENT TERMS ACCEPTABLE: COMMENTS: See budget amendment.
PAYMENT TERMS ACCEPTABLE:  COMMENTS: See budget amendment.
PAYMENT TERMS ACCEPTABLE:  COMMENTS: See budget amendment.
COMMENTS: See budget amendment.
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Bill Herzog
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that including the course of the first response of the court through those great beautiful more failured and the
CDECIAL COUNCEL
SPECIAL COUNSEL
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
The Field Control of the Field
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

		Appropriation before	Amend	ment	Appropriation as
Line Item Expenditures		<u>Amendment</u>	<u>Increases</u>	<b>Decreases</b>	Amended
Transfer for increased fue	ala.			<del></del>	
001-607-00.5271	<u>n.</u> D.A. Fuel	5.000			
001-618-00.5271	Sheriff Fuel	5,000	1,120		6,120
001-619-00.5271	Tax Office Fuel	400,000	107,481		507,481
001-635-00.5271	Constable 1 Fuel	1,000	835		1,835
001-636-00.5271	Constable 2 Fuel	9,600	7,900		17,500
001-637-00.5271	Constable 3 Fuel	13,000	6,735		19,735
001-638-00.5271	Constable 4 Fuel	6,000	2,150		8,150
001-646-00.5271	Civic Center Fuel	11,200	2,500		13,700
001-656-00.5271		4,000	866		4,866
001-657-00.5271	Emergency Mgmt Fuel	2,450	1,202		3,652
001-686-00.5271	Development Svcs.Fuel	17,500	9,400		26,900
001-695-00.5271	Juvenile Probation Fuel	9,000	3,882		12,882
001-716-00.5271	Bldg Maint Fuel	13,000	4,929		17,929
001-710-00.5271	Transfer Station Fuel	4,000	1,000		5,000
Countywide Operations (6	eae).				
001-645-00.5271	543) <u>:</u> Fuel				
001-040-00.5271	ruei	150,000		(150,000)	0
			<u>150.000</u>	(150.000)	
Compliance (648):					
001-648-00.5212	Postage	1 000	550		In the second
001-648-00.5551	Continuing Ed.	1,000 2,500	550	(555)	1,550
	Containding Eq.	2,500		(550)	1,950
Transfer for needed postage fi	rom Continuing Ed. savings				
Historical Commission (6	76).				
001-676-00.5712_400	Computer Eqpt-operating		200		
001-676-00.5719_400	Misc Eqpt-operating	0	930		930
001-676-00.5211	Office Supplies	2 200	1,455		1,455
001-676-00.5448	Contract Sycs.	2,200		(930)	1,270
30. 3. 3 33.5440	Contract Sycs.	14,281		(1,455)	12,826
Transfer for computer for office	e and HDTV for documentarie	es' display			
Juvenile Probation/TJPC-	A State Aid Grant (686-99	9-027\·			
001-686-99-027.5201	General Supplies	1,000	513		4.540
001-686-99-027.5712_400	Computer Eqpt-operating	2,500	2,987		1,513
Revenue	and and add about mg	2,000	<u>Decreases</u>	Incresses	5,487
001-686-99-027.4301	Intergovernmental	624,669	<u>Decircases</u>	Increases 3,500	628,169
Budget increase in grant rever	nue for computer eqpt-laptop	scanner, camera to	support new soft	tware-case mgn	nt
001-686-99-027.5021	Staff	400 500			
001-686-99-027.5101_100	Fica	196,586	2,812		199,398
001-686-99-027.5101_100		15,362	174		15,536
001-686-99-027.5101_300	Medicare	3,593	41		3,634
001-686-99-027.5211	Retirement	26,711	306		27,017
031 000 03-021,0211	Office Supplies	7,000		(3,333)	3,667

Correct calculation error for wages/fringe from office supplies

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM:	Authorize the Juve	nile Probation Dep	partment to	accept mini-c	grant funding
	nile Justice Departi nd amend the budge		12 Global	Youth Service	Day in the
amount of \$100 a	na amena tre baagi	et accordingly.			
a II					
CITE CIT CITE	***				
CHECK ONE:	$\underline{\mathbf{X}} \square \mathbf{CONSENT}$	☐ ACTION	☐ EXECU	TIVE SESSION	
	□ WORKSHOP	PROCLAM	IATION	☐ PRESENT	<b>FATION</b>
PREFERRED ME	ETING DATE REQ	UESTED: May 15,	, 2012		
AMOUNT REQUI	IRED: \$150.00 (gran	t funds)		H	
LINE ITEM NUM	IBER OF FUNDS RE	EQUIRED: 001-686	-99-027.53	91	
REQUESTED BY					
SPONSORED BY	: Judge Bert Cobb, I	MD			
SUMMARY:					
Art Project. Global	applied for and receive Youth Service Day is e globe who improve ted.	an annual campaign	that celebra	ates the millions	of children
Budget Amendmen	t:				
	nmental Revenue: 00		\$150.00		
Increase Miscellane	eous Expense: 001-68	66-99-027.5391	\$150.00		
2.4					
1					

<b>DESCRIPTION OF Item:</b> Authorize the Juvenile Probation Department to accept mini-grant funding from Texas Juvenile Justice Department Coalition 2012 Global Youth Service Day in the amount of \$150 and amend the budget accordingly.
PREFERRED MEETING DATE REQUESTED: May 15, 2012
COUNTY AUDITOR
AMOUNT: \$150.00 (grant funds)
LINE ITEM NUMBER: 001-686-99-027.5391
LINE ITEM NUMBER: 001-080-99-027.5391
COUNTY PURCHASING GUIDELINES FOLLOWED:
PAYMENT TERMS ACCEPTABLE:
COMMENTS: See budget amendment.
Bill Herzog
strength of the strength of th
SPECIAL COUNSEL
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
and the same of th
DEALON BARRA
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

		Appropriation before	Amendment		Appropriation
Line Item Expenditures		<u>Amendment</u>	Increases	<u>Decreases</u>	as <u>Amended</u>
Juvenile Probation/TJPC-	A State Aid Grant (686-9	9-027):			
001-686-99-027.5194	Telephone Allowance	0	140		140
001-686-99-027.5489	Telephone	14,000		(140)	13,860
Transfer for grant cell phone a	Illowance from telephone ex	pense			
001-686-99-027.5391	Misc.	13,475	150		13,625
Revenue		11071	Decreases	Increases	10,020
001-686-99-027.4301	Intergovernmental	628,169		150	628,319
Budget mini-grant received for	Youth Initiative Project				
Shoriff Office (C4R):					
Sheriff Office (618): 001-618-00.5719_400	Mina Frank (1				
001-618-00.5362	Misc Eqpt-operating	8,205	650		8,855
001-010-00.5502	Criminal Investigation	18,228		(650)	17,578
Transfer for replacement evide	ence room refrigerator				
		FUND NO. <u>070</u>			
	FUND :	TITLE: JUVENILE (	CENTER		
Juvenile Center (685):					
070-685-00.5021	Staff	2,036,130	65,169		2 404 200
070-685-00.5031	O/T	29,400	18,000		2,101,299
070-685-00.5061	Longevity	11,200	180		47,400 11,380
070-685-00.5101_100	Fica	130,292	5,157		135,449
070-685-00.5101_200	Medicare	30,473	1,206		31,679
070-685-00.5101_300	Retirement	226,370	9,058		235,428
070-685-00.5160_400	Medical Insurance	583,405	•	(84,142)	499,263
070-685-00.5091	Salary Adjustment	4,448		(4,448)	455,265
070-685-00.5202	Data Proc Supplies	1,700		(180)	1,520
070-685-00-5448	Contract Svcs.	255,000		(10,000)	245,000
			98.770	(98.770)	,
Transfer for part-time increase	es needed for staffing ratios				

Transfer for part-time increases needed for staffing ratios

### FUND NO. <u>053</u> FUND TITLE: <u>SHERIFF DRUG FORFEITURE FUND</u>

Sheriff Drug Forfeiture	<u>(618):</u>				
053-618-00.5717_400	Law Enf Eqpt-operating	0	9,573		9,573
053-618-00.5391	Misc.	22,000		(9,573)	12,427

Transfer for eqpt/stop sticks purchase from discretionary funds

# Hays County Commissioners' Court 9:00 a.m. Every Tuesday

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

<b>AGENDA ITEM:</b> Authorize the Juvenile Probation TJJD Grant A, to remove a County issued cell phone and add a telephone allowance paid with grant funds, to the Sr. Juvenile Probation Officer, slot 0957-001 and amend the budget accordingly.	d n
CHECK ONE: $\underline{X} \square$ CONSENT $\square$ ACTION $\square$ EXECUTIVE SESSION	
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION	
PREFERRED MEETING DATE REQUESTED: May 15, 2012	_
AMOUNT REQUIRED: \$140.00 (grant funds)	
LINE ITEM NUMBER OF FUNDS REQUIRED: 001-686-99-027.5194	
REQUESTED BY: Shelly Williams SPONSORED BY: Judge Bert Cobb, MD	_
SUMMARY:	
Move Texas Juvenile Justice Department Grant money from telephone expense to telephone allowance line item for cell phone stipend effective 6/1/2012, for Sr. Juvenile Probation Officer, slot 0957-001. No County funds needed.	
Budget Amendment:         Decrease Telephone Expense: 001-686-99-027.5489         (\$140.00)           Increase Telephone Allowance: 001-686-99-027.5194         \$140.00	
φ1.0.00	

<b>DESCRIPTION OF Item:</b> Authorize the Juvenile Probation TJJD Grant A, to remove a County issued cell phone and add a telephone allowance paid with grant funds, to the Sr. Juvenile Probation Officer, slot 0957-001 and amend the budget accordingly.
PREFERRED MEETING DATE REQUESTED: May 15, 2012
COUNTY AUDITOR
Probabilities of the control of the
AMOUNT: \$140.00 (grant funds)
LINE ITEM NUMBER: 001-686-99-027.5194
COUNTY PURCHASING GUIDELINES FOLLOWED:
PAYMENT TERMS ACCEPTABLE:
COMMENTS: See budget amendment.
The state of the s
Bill Herzog
Dill Herzog
SPECIAL COUNSEL
approximate a program and approximation of the state of t
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COMMENTS:
The state of the s
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

Line   Item   Expenditures   Amendment   Increases   Decreases   Amended			Appropriation before	Amend	dment	Appropriation
140	Line Item Expenditures			Increases	Decreases	as <u>Amended</u>
Telephone   14,000   (140)   13,860	Juvenile Probation/TJPC		99-027):			
Transfer for grant cell phone allowance from telephone expense  001-686-99-027.5391 Misc. 13,475 150 13,625  Revenue Decreases Increases 001-686-99-027.4301 Intergovernmental 628,169 150 628,319  Budget mini-grant received for Youth Initiative Project  Sheriff Office (618): 001-618-00.5719_400 Misc Eqpt-operating 8,205 650 8,855 001-618-00.5362 Criminal Investigation 18,228 (650) 17,578  Transfer for replacement evidence room refrigerator  FUND NO. 070 FUND TITLE: JUVENILE CENTER  Juvenile Center (685): 070-685-00.5021 Staff 2,036,130 65,169 2,101,299 070-685-00.5031 O/T 29,400 18,000 47,400 070-685-00.5061 Longevity 11,200 180 11,380 070-685-00.5101_100 Fica 130,292 5,157 135,449 070-685-00.5101_200 Medicare 30,473 1,206 31,679 070-685-00.5101_300 Retirement 226,370 9,058 235,428		•	•	140		
13,625   Revenue   Decreases   Increases   Increases   O1-686-99-027.4301   Intergovernmental   628,169   Decreases   Increases   Increases   O1-686-99-027.4301   Intergovernmental   628,169   O1-686-99-027.4301   Intergovernmental   628,169   O1-685-00.5719   O1-618-00.5719   O1-618-00.5719   O1-618-00.5719   O1-618-00.5719   O1-618-00.5362   O1-618-00.5362	001-000-95-027.5409	reiepnone	14,000		(140)	13,860
Revenue   Decreases   Increases   15,825   150	Transfer for grant cell phone	allowance from telephone ex	rpense			
Revenue   Decreases   Increases   150   628,319	001-686-99-027.5391	Misc.	13,475	150		13.625
Budget mini-grant received for Youth Initiative Project  Sheriff Office (618):  001-618-00.5719_400				<u>Decreases</u>	<u>Increases</u>	,
Sheriff Office (618):           001-618-00.5719_400         Misc Eqpt-operating 18,205         650         8,855           001-618-00.5362         Criminal Investigation         18,228         (650)         17,578           Transfer for replacement evidence room refrigerator           FUND NO. 070 FUND TITLE: JUVENILE CENTER           FUND TITLE: JUVENILE CENTER           Juvenile Center (685):           070-685-00.5021         Staff         2,036,130         65,169         2,101,299           070-685-00.5031         O/T         29,400         18,000         47,400           070-685-00.5061         Longevity         11,200         180         11,380           070-685-00.5101_100         Fica         130,292         5,157         135,449           070-685-00.5101_200         Medicare         30,473         1,206         31,679           070-685-00.5101_300         Retirement         226,370         9,058         235,428	001-686-99-027.4301	Intergovernmental	628,169		150	628,319
001-618-00.5719_400	Budget mini-grant received for	or Youth Initiative Project				
001-618-00.5362	Sheriff Office (618):					
O01-618-00.5362 Criminal Investigation 18,228 (650) 17,578  Transfer for replacement evidence room refrigerator  FUND NO. 070 FUND TITLE: JUVENILE CENTER  Juvenile Center (685):  070-685-00.5021 Staff 2,036,130 65,169 2,101,299 070-685-00.5031 O/T 29,400 18,000 47,400 070-685-00.5061 Longevity 11,200 180 11,380 070-685-00.5101_100 Fica 130,292 5,157 135,449 070-685-00.5101_200 Medicare 30,473 1,206 31,679 070-685-00.5101_300 Retirement 226,370 9,058 235,428	001-618-00.5719_400	Misc Eqpt-operating	8,205	650		8.855
FUND NO. 070 FUND TITLE: JUVENILE CENTER  Juvenile Center (685):  070-685-00.5021 Staff 2,036,130 65,169 2,101,299 070-685-00.5031 O/T 29,400 18,000 47,400 070-685-00.5061 Longevity 11,200 180 11,380 070-685-00.5101_100 Fica 130,292 5,157 135,449 070-685-00.5101_200 Medicare 30,473 1,206 31,679 070-685-00.5101_300 Retirement 226,370 9,058 235,428	001-618-00.5362	Criminal Investigation	18,228		(650)	
FUND TITLE: JUVENILE CENTER         Juvenile Center (685):         070-685-00.5021       Staff       2,036,130       65,169       2,101,299         070-685-00.5031       O/T       29,400       18,000       47,400         070-685-00.5061       Longevity       11,200       180       11,380         070-685-00.5101_100       Fica       130,292       5,157       135,449         070-685-00.5101_200       Medicare       30,473       1,206       31,679         070-685-00.5101_300       Retirement       226,370       9,058       235,428	Transfer for replacement evic	dence room refrigerator				
FUND TITLE: JUVENILE CENTER         Juvenile Center (685):         070-685-00.5021       Staff       2,036,130       65,169       2,101,299         070-685-00.5031       O/T       29,400       18,000       47,400         070-685-00.5061       Longevity       11,200       180       11,380         070-685-00.5101_100       Fica       130,292       5,157       135,449         070-685-00.5101_200       Medicare       30,473       1,206       31,679         070-685-00.5101_300       Retirement       226,370       9,058       235,428			<b></b>			
070-685-00.5021         Staff         2,036,130         65,169         2,101,299           070-685-00.5031         O/T         29,400         18,000         47,400           070-685-00.5061         Longevity         11,200         180         11,380           070-685-00.5101_100         Fica         130,292         5,157         135,449           070-685-00.5101_200         Medicare         30,473         1,206         31,679           070-685-00.5101_300         Retirement         226,370         9,058         235,428		FUND		ENTER		
070-685-00.5031         O/T         29,400         18,000         47,400           070-685-00.5061         Longevity         11,200         180         11,380           070-685-00.5101_100         Fica         130,292         5,157         135,449           070-685-00.5101_200         Medicare         30,473         1,206         31,679           070-685-00.5101_300         Retirement         226,370         9,058         235,428	Juvenile Center (685):					
070-685-00.5031       O/T       29,400       18,000       47,400         070-685-00.5061       Longevity       11,200       180       11,380         070-685-00.5101_100       Fica       130,292       5,157       135,449         070-685-00.5101_200       Medicare       30,473       1,206       31,679         070-685-00.5101_300       Retirement       226,370       9,058       235,428		Staff	2,036,130	65,169		2.101.299
070-685-00.5061       Longevity       11,200       180       11,380         070-685-00.5101_100       Fica       130,292       5,157       135,449         070-685-00.5101_200       Medicare       30,473       1,206       31,679         070-685-00.5101_300       Retirement       226,370       9,058       235,428			29,400	18,000		
070-685-00.5101_100       Fica       130,292       5,157       135,449         070-685-00.5101_200       Medicare       30,473       1,206       31,679         070-685-00.5101_300       Retirement       226,370       9,058       235,428		Longevity	11,200	180		•
070-685-00.5101_300 Retirement 226,370 9,058 235,428			130,292	5,157		
070 695 00 5460 400			30,473	1,206		31,679
070-685-00.5160_400 Medical Insurance 583.405 (84.142) 400.363			226,370	9,058		235,428
(04,142) 433,203	_		583,405		(84,142)	499,263
070-685-00.5091 Salary Adjustment 4,448 (4,448) 0			•		(4,448)	0
070-685-00.5202 Data Proc Supplies 1,700 (180) 1,520			·		(180)	1,520
070-685-00-5448 Contract Svcs. 255,000 (10,000) 245,000	U/U-685-UU-5448	Contract Svcs.	255,000		(10,000)	245,000
98.770 (98.770)				98.770	<u>(98.770)</u>	

Transfer for part-time increases needed for staffing ratios

### FUND NO. <u>053</u> FUND TITLE: <u>SHERIFF DRUG FORFEITURE FUND</u>

Sherim Drug Forteiture (	<u>(618):</u>				
053-618-00.5717_400 053-618-00.5391	Law Enf Eqpt-operating Misc.	0 22,000	9,573	(9,573)	9,573 12,427

Transfer for eqpt/stop sticks purchase from discretionary funds

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM: Amend the Historical Commission budget for the purchase of an Inspiron computer for \$930.00 and Vizio HDTV for \$1,455.00.						
CHECK ONE:	□X CONSENT	ACTION	EXECUTIVE EXECUTIVE	VE SESSION		
	WORKSHOP	10-00	AMATION	☐ PRESENTATION		
PREFERRED MEET	ING DATE REQU	ESTED: May	15, 2012			
AMOUNT REQUIRE	ED: \$2,385.00 (fund	ded through do	onations accept	ted previously)		
LINE ITEM NUMBE	ER OF FUNDS REC	QUIRED: see	budget amendr	ment below		
REQUESTED BY: I	Kate Johnson					
SPONSORED BY: J	udge Bert Cobb, M	.D.				
SUMMARY:						
Commissioners Cour	rt accepted a donat	tion for the H	istorical Comr	mission operating budget on		
May 8, 2012. This b	udget amendment i	s requested for	the purchase	of a computer to be used for		
daily office activities	, and an HDTV to	show the His	torical Commi	ssion's documentaries in the		
Courthouse.			17.			
Budget Amendment:						
Increase Expense: 00	01-676-00.5712_400	-computer equ	ip operating:	\$930.00		
Decrease Expense: 001-676-00.5211-office supplies: (\$930.00)						
Increase Expense: 00	Increase Expense: 001-676-00.5719_400-misc equip operating: \$1,455.00					
Decrease Expense: 0	01-676-00.5448-con	itract services:		(\$1,455.00)		

DESCRIPTION OF Item: Amend the Historical Commission budget for the purchase of an Inspiron computer for \$930.00 and Vizio HDTV for \$1,455.00.
PREFERRED MEETING DATE REQUESTED: May 15, 2012
COUNTY AUDITOR
AMOUNT: \$2,385.00 (funded through donations accepted previously)
LINE ITEM NUMBER: see budget amendment
COUNTY PURCHASING GUIDELINES FOLLOWED:
PAYMENT TERMS ACCEPTABLE:
COMMENTS: See budget amendment.
Bill Herzog
SPECIAL COUNSEL
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
A STATE OF THE PARTY OF THE PAR
COMPANY MAD CO
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

		Appropriation before	Amend	<u>lment</u>	Appropriation
Line Item Expenditures		Amendment	Increases	Decreases	as <u>Amend</u> ed
Transfer for increased fue	el:				-
001-607-00.5271	D.A. Fuel	5,000	1,120		
001-618-00.5271	Sheriff Fuel	400,000	107,481		6,120
001-619-00.5271	Tax Office Fuel	1,000	835		507,481
001-635-00.5271	Constable 1 Fuel	9,600	7,900		1,835
001-636-00.5271	Constable 2 Fuel	13,000	6,735		17,500
001-637-00.5271	Constable 3 Fuel	6,000	2,150		19,735
001-638-00.5271	Constable 4 Fuel	11,200	2,500		8,150
001-646-00.5271	Civic Center Fuel	4,000	2,500		13,700
001-656-00.5271	Emergency Mgmt Fuel	2,450	1,202		4,866
001-657-00.5271	Development Svcs.Fuel	17,500			3,652
001-686-00.5271	Juvenile Probation Fuel	9,000	9,400 3,882		26,900
001-695-00.5271	Bldg Maint Fuel	13,000			12,882
001-716-00.5271	Transfer Station Fuel	4,000	4,929		17,929
		4,000	1,000		5,000
Countywide Operations (	645):				
001-645-00.5271	Fuel	150,000		(450,000)	_
		100,000	150.000	(150,000)	0
			130.000	(150.000)	
Compliance (648):					
001-648-00.5212	Postage	1,000	550		4 550
001-648-00.5551	Continuing Ed.	2,500	330	(550)	1,550
Transfer for needed postage f	rom Continuing Ed. savings	4,000		(550)	1,950
	om continuing Ed. Savings				
Historical Commission (6	76):				
001-676-00.5712 400	Computer Eqpt-operating	0	930		-
001-676-00.5719_400	Misc Eqpt-operating	0	<del>-</del>		930
001-676-00.5211	Office Supplies	2,200	1,455	(000)	1,455
001-676-00.5448	Contract Sycs.	14,281		(930)	1,270
				(1,455)	12,826
Transfer for computer for offic	e and HDTV for documentarion	es' display			
Juvenile Probation/TJPC-	-A State Aid Grant (686-9	9-027):			
001-686-99-027.5201	General Supplies	1,000	513		1,513
001-686-99-027.5712_400	Computer Eqpt-operating	2,500	2,987		5,487
Revenue		•	Decreases	Increases	3,407
001-686-99-027.4301	Intergovernmental	624,669		3,500	628,169
Budget increase in grant reve	nue for computer eqpt-laptop	scanner, camera to	support new soft	ware-case mgn	nt
001-686-99-027.5021	Staff	196,586	2.040		
001-686-99-027.5101_100	Fica	15,362	2,812		199,398
001-686-99-027.5101-200	Medicare	3,593	174		15,536
001-686-99-027.5101_300	Retirement	26,711	41		3,634
001-686-99-027.5211	Office Supplies	7,000	306	/0 00=:	27,017
	oappiioo	7,000		(3,333)	3,667
Correct calculation error for w	ages/fringe from office suppli	es			

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM: from Countywide	_	f Departments in Gener	al Fund for fuel increases
CHECK ONE:	X_ CONSENT	ACTION EXEC	CUTIVE SESSION
CHECK ONE.			0000
	☐ WORKSHOP	☐ PROCLAMATION	☐ PRESENTATION
PREFERRED ME	EETING DATE REQ	<b>UESTED:</b> May 15, 2012	
Amount Required: \$		OUIDED 4 W . D . 4	Y. C 1 C 1
LINE ITEM NUM	IBER OF FUNDS RE	QUIRED: to Various Depts	
		from 001-645-00.52	271 Countywide Fuel
	: Bill Herzog/Auditors	Office	
SPONSORED BY	: Cobb		
SUMMARY:			
Possible increase	es in fuel costs were	set aside in Countywide at	Budget adoption; that amount
needs to be transf	erred to various Gene	eral Fund departments	
See Budget Amen	dment		

DESCRIPTION OF Item: Amend Budgets of Departments in Gen from Countywide Fuel	eral Fund for fuel increases
PREFERRED MEETING DATE REQUESTED: May 15, 2012	
COUNTY AUDITOR	
AMOUNT: \$150,000	horough State State State
LINE ITEM NUMBER: to Various Depts. In General fund	and remindent on the A
from 001-645-00.5271 Countywide Fuel	_/_ unit at kint v
COUNTY PURCHASING GUIDELINES FOLLOWED:	Tomorana da Williams
PAYMENT TERMS ACCEPTABLE:	Could reconstruct the
COMMENTS: See budget amendment.	- I STATE OF THE INTERIOR
Land high-community (N. 1918) May July Land (N. 1918)	Edge Cart
Bill Herzog	STATE AND CONTRACTOR
	Contraction .
SPECIAL COUNSEL	
	and the control of the control
CONTRACT TERMS ACCEPTABLE:	weallow to signed and
COMMENTS:	
COUNTY JUDGE	
Signature Required if Approved	
DATE CONTRACT SIGNED:	

		Appropriation before	Amend	ment	Appropriation as
Line Item Expenditures		Amendment	Increases	<u>Decreases</u>	Amended
Transfer for increased fue	l:				
001-607-00.5271	D.A. Fuel	5,000	1,120		6 120
001-618-00.5271	Sheriff Fuel	400,000	107,481		6,120
001-619-00.5271	Tax Office Fuel	1,000	835		507,481 1,835
001-635-00.5271	Constable 1 Fuel	9,600	7,900		17,500
001-636-00.5271	Constable 2 Fuel	13,000	6,735		19,735
001-637-00.5271	Constable 3 Fuel	6,000	2,150		8,150
001-638-00.5271	Constable 4 Fuel	11,200	2,500		13,700
001-646-00.5271	Civic Center Fuel	4,000	866		4,866
001-656-00.5271	Emergency Mgmt Fuel	2,450	1,202		3,652
001-657-00.5271	Development Svcs.Fuel	17,500	9,400		26,900
001-686-00.5271	Juvenile Probation Fuel	9,000	3,882		12,882
001-695-00.5271	Bldg Maint Fuel	13,000	4,929		17,929
001-716-00.5271	Transfer Station Fuel	4,000	1,000		5,000
_			, -		0,000
Countywide Operations (6	<u> </u>				
001-645-00.5271	Fuel	150,000		(150,000)	0
			150.000	(150.000)	
Compliance (648):					
001-648-00.5212	Postage	1,000	550		1,550
001-648-00.5551	Continuing Ed.	2,500		(550)	1,950
Transfer for needed postage from	om Continuing Ed. savings				
	. But i				
Historical Commission (67					
001-676-00.5712_400	Computer Eqpt-operating	0	930		930
001-676-00.5719_400	Misc Eqpt-operating	0	1,455		1,455
001-676-00.5211	Office Supplies	2,200		(930)	1,270
001-676-00.5448	Contract Svcs.	14,281		(1,455)	12,826
Transfer for computer for office	e and HDTV for documentarion	es' display			
Juvenile Probation/TJPC-	A State Aid Grant (686-9	9-027\·			
001-686-99-027.5201	General Supplies	1,000	513		4.540
001-686-99-027.5712_400	Computer Eqpt-operating	2,500	2,987		1,513
Revenue		2,000	<u>Decreases</u>	Increases	5,487
001-686-99-027.4301	Intergovernmental	624,669	<u>Deoreuses</u>	3,500	628,169
Budget increase in grant rever	nue for computer eqpt-laptop	, scanner, camera to	support new sof	tware-case mgmt	
001-686-99-027.5021	Staff	196,586	2,812		100 200
001-686-99-027.5101_100	Fica	15,362	174		199,398
001-686-99-027.5101-200	Medicare	3,593	41		15,536
001-686-99-027.5101_300	Retirement	26,711	306		3,634
001-686-99-027.5211	Office Supplies	7,000	300	(3,333)	27,017
-		7,000		(3,333)	3,667

31

Correct calculation error for wages/fringe from office supplies

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

Miscellaneous	Amend Budget	of D.A. Drug	Forfeiture Fund	for Travel from
CHECK ONE:	X CONSENT	ACTION	EXECUTIVE S	ESSION
	WORKSHOP	☐ PROCLAM		PRESENTATION
PREFERRED MEI	ETING DATE REQ	UESTED: May 15,2	2012	
Amount Required: \$89	00 BER OF FUNDS RI	EQUIDED 44, 001 (	07 00 5501 T	
LINE HEW NUM	DEK OF FUNDS KI	-		
		From 081-	607-00.5391 Misc.	
REQUESTED BY: Tib				
SPONSORED BY:	Cobb			
SUMMARY:				
The District Attorr	ney needs travel for	an ADA for pre-tri	al work to Califor	nia and wishes to pay
from discretionary	funds in Drug Forfe	eiture. Funds are av	ailable, but requi	re transferring.
See Budget Amend	ment			
_				

DESCRIPTION OF Item: Amend Budget of D.A. Drug Forfeiture Fund for Travel from Miscellaneous
PREFERRED MEETING DATE REQUESTED: May 15, 2012
COUNTY AUDITOR
AMOUNT: \$890
LINE ITEM NUMBER: to 081-607-00.5501 Travel
From 081-607-00.5391 Misc.
COUNTY PURCHASING GUIDELINES FOLLOWED:
PAYMENT TERMS ACCEPTABLE:
COMMENTS: See budget amendment.
Bill Herzog
SPECIAL COUNSEL
SPECIAL COUNSEL
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

Page 3

### FUND NO. <u>081</u> FUND TITLE: <u>D.A. DRUG FORFEITURE FUND</u>

		Appropriation Before	<u>Amendment</u>		Appropriation
Line Item Expenditures		Amendment	Increases	<u>Decreases</u>	as <u>Amended</u>
D.A. Drug Forfeiture (607):					
081-607-00.5501 081-607-00.5391	Travel Misc.	2,560 5,000	890	(890)	3,540 4,110

Transfer for attorney travel utilizating discretionary funds

### 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.

no later than 2.00 p.m. on WEDNESDAY.

**AGENDA ITEM:** Authorize the County Judge to renew Memorandum of Agreement between Hays County, Personal Health Department and the Texas Department of State Health Services.

**CHECK ONE:** 

CONSENT X

ACTION

**EXECUTIVE SESSION** 

WORKSHOP

**PROCLAMATION** 

**PRESENTATION** 

PREFERRED MEETING DATE REQUESTED:

May 15, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Chuck Chapman, RN - Emergency Preparedness Coordinator SPONSORED BY:

**SUMMARY:** DSHS requests the renewal of this MOA so that, if needed, DSHS may request the use of Emergency Preparedness staff, supplies, or equipment during an emergent event. According to the MOA, DSHS will reimburse the PHD for any services used according to the projected budget submitted with the MOA. This MOA was originally entered into for the period of July 1, 2010 thru June 30, 2011. Renewal will commence July 1, 2012 and terminate June 30, 2013.

#### DEPARTMENT OF STATE HEALTH SERVICES

#### MEMORANDUM OF AGREEMENT



This Memorandum of Agreement (MOA), contract number 2012-040893-001, is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the government of the State of Texas, and the HAYS COUNTY PERSONAL HEALTH DEPARTMENT, a local government entity in the state of Texas (collectively, the Parties).

TERM: 07/01/2012 THRU: 06/30/2013

#### SECTION I. STATEMENT OF WORK:

The purpose of the MOA is to establish a mechanism for the utilization of assets (equipment and/or supplies) in the possession of the Local Health Dept. (LHD) "Contractor" in the event of an emergency or disaster or for training purposes. Contractor will submit with this signed MOA to DSHS a Deployment Cost chart (Attachments A) of available assets and a Contact Roster (Attachment B).

#### **SECTION II. PERFORMANCE MEASURES:**

#### 1. Activation

- a. This agreement may be activated only by written notification (the "Notification") by the designated DSHS Incident Commander or his/her designees.
- b. Activation, pursuant to this MOA, may occur at any time, day or night including weekends and/or holidays only after an official written and signed notification of asset deployment letter has been sent to the designated Contractor contact.
- c. The Contractor acknowledges that assets and/or resources may be activated for training purposes.
- d. The Contractor must acknowledge receipt of the Notification within two (2) hours and must accept or decline the mission within four (4) hours of Notification. Upon acceptance of the asset deployment activation, the assets must be in route to the designated mission within twelve (12) hours from the time they receive the official asset deployment Notification from DSHS.
- e. For personnel cost reimbursement purposes, the mission will start when the asset is prepared for deployment and will conclude at the time the deployed personnel returns to their home after DSHS issues a demobilization order or the terms of the deployment authorization have been met.
- f. The Notification will include the following:

- Authorization to activate;
- List of Assets requested;
- Number of personnel to accompany asset activation; and
- Documentation: Within four (4) hours of acceptance of the activation the Contractor will receive the official packet of documents/forms.

### 2. Terms

### The Contractor shall:

- a. Deploy personnel in configurations, numbers and qualification levels as agreed upon in the DSHS Notification.
- b. Ensure all Personnel meet all training and certification requirements.
- c. Ensure deployed personnel integrate into local or regional Incident Command System (ICS).
- d. Assure detailed records of expenditures and time spent by deployed staff are complete, accurate, and have adequate supporting documentation as determined
- e. Make all travel arrangements for deployed staff. Travel reimbursement, will be at State of Texas rates unless otherwise agreed in writing prior to deployment.
- f. Submit a roster (Attachment B) with names, e-mail addresses, and work, home and cell phone numbers for deployable personnel.
- 3. This MOA may be terminated by either party with thirty (30) days written notice to the other party.

# SECTION III. SOLICITATION DOCUMENT:

NA

# SECTION IV. RENEWALS:

This MOA may be renewed upon mutual agreement for two (2) additional one-year terms.

# SECTION V. PAYMENT METHOD:

Cost Reimbursement

# SECTION VI. BILLING INSTRUCTIONS:

Contractor will submit requests for reimbursement for actual costs incurred by LHD to deploy the asset(s) at the direction of DSHS.

- a. Contractor must submit accurate paperwork with documentation, receipts and invoices to DSHS within sixty (60) days after demobilization.
- b. DSHS will reimburse the Contractor within thirty (30) days of receiving a properly executed and accurate invoice with the required paperwork and documentation. DSHS reserves the right to audit the provider's records to confirm all charges on invoices submitted to DSHS.
- c. Allowable costs may include:

- Uncompensated salary costs of staff to "make ready" the assets for deployment; documentation must be submitted for proof of payment;
- Uncompensated salary costs of staff deployed with assets for set up and management; documentation must be submitted for proof of payment;
- Fuel;
- Shipping/transportation fees;
- Actual cost for food and lodging will be reimbursed at the rates established by the State Comptroller;
- Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs;
- Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller;
- Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed;
- Supplies used; and
- Repair of damaged equipment; if applicable.

Invoices should be mailed or submitted by fax or electronic mail to the address or fax number below.

Claims Processing Unit, MC 1940 Texas Department of State Health Services 1100 West 49<sup>th</sup> Street PO Box 149347 Austin, TX 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 <a href="mailto:invoices@dshs.state.tx.us">invoices@dshs.state.tx.us</a>.

### **SECTION VIII. SPECIAL PROVISIONS:**

None.

### SECTION IX. ACCEPTANCE OF AGREEMENT:

The Contractor shall fully complete this MOA with the information requested herein including the utilization chart of assets available for deployment (Attachments A) and the Contact Roster (Attachment B). Sign two originals of the completed MOA, and send all documents by regular U.S. mail or overnight courier to:

Contract Management Unit MC 1990 Department Of State Health Services PO Box 149347 Austin, TX 78714-9347

Contract Management Unit Department Of State Health Services Room W-239; MC1990 1100 West 49<sup>th</sup> Street Austin, TX 78756

The Parties acknowledge that this MOA including Attachments A and Attachment B, 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 MOA, other than as set forth in this MOA.

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

DEPARTMENT SERVICES	OF	STATE	HEALTH	CONTRACTOR
By:				By:
Bob Burnette, C.P.	-			Signature of Authorized Official
Director, Client Sea	rvices (	Contracting U	Jnit	
Date				Date
Mailine Address F	- D	1 37 1		D (CIL MDC ) II
Mailing Address F	_			Bert Cobb, MD County Judge
Contract Managem	ent Un	it MC1990		Printed Name and Title
PO Box 149347				
Austin, TX 78714-	9347			111 E. San Antonio St, Ste 300
				Address
Physical Address F	or Ove	rnight Mail:		
Contract Managem		_		San Marcos, Texas 78666
Department Of Sta				City, State, Zip
1100 West 49 <sup>th</sup> Str	eet	an Services		City, State, Zip
Austin, Texas 7875	30			
				512-393-2205
Telephone Numbe	r			Telephone Number
				bert.cobb@co.hays.tx.us
E-mail Address for	r Offici	al Correspor	ndence	E-mail Address for Official Correspondence

# PAGE 6 of 6 Printed: 5/0/2019 10:11 AM

# ATTACHMENT B CONTACT ROSTER

Phone Number 512-393-553	
Hays County Personal Health Department	Broadway
Hays County	401-A
Contractor Name	Address

Street #	Street Name
San Marcos	Է
City	State

*	NAME	TITLE	ADDRESS	CITY	STATE	ZIP CODE	<b>WORK PHONE #</b>	HOME PHONE #	CELL PHONE #
-	Chuck Chapman	Emer. Prep. Coord.	1251 Civic Center Loop	San Marcos	TX	78666	512-393-5538	830-629-0219	512-618-0302
2	Kharley Smith	SNS Coordinator	1251 Civic Center Loop	San Marcos	ΤX	78666	512-393-5536	512-357-4018	512-618-0247
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\* Contacts should be listed in order of priorty

ATTACHMENT A - 1
EQUIPMENT, SUPPLIES, ETC.
Available Asset and Estimated Deployment Costs

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Subcontractor Name   Subcont	Subcontra				Street Name TX State	Suite # 78666 Zip Code	1 1				Contractor Pho	ne Number	ł		ā	2-393-5538			
Address   Size   Size	Subcontra							il Applicable			No. Spirite East	Sec. 12.00	NOT BE COMME	1 3 7 5 1			Dec Line		
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Continue   Continue			Street #		0 Street Name		ı				Subcontractor	<sup>o</sup> hone Numbes	I			0			
Exercise   Part   Par			City		State	Zip Code	I												
Particular   Par							Location of Asset					Estimated	Deployment Co.	ts (Reimburse	WHEN FEES	(sesuedae la	A Spirit Course of the		Same as a second
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ATTACHMENT A - 2
COMMUNICATION EQUIPMENT
Available Asset and Estimated Deployment Costs

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Hays Court		Diuduway Chara Mana	TX	State			0	Street Name	State			inventory or TAG # (# applicable)																					
	404	A-101-A	San Marcos	City				Street #	City			OTT SERIAL 0 (#	10																				
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Contractor Name	A delegan	Address				Subcontractor Name	Address					DESCRIPTION	Handheld 16 channel radio																				
												ASSET NAME	Two-way radios																				

ATTACHMENT A - 3
MOBILE MEDICAL UNIT
Available Asset and Estimated Deployment Costs

	Contractor Name			Hays Count	Hays County Personal Health Department	ment			ŭ	Contractor Contact Name	ct Name			Chuck Ch	Chuck Chapman, RN EPC	ည္ရ		
	Address	401-A	Brd	Broadway				0	ũ	Contractor Phone Number	: Number	}		512	512-393-5538			
		Street #		Street Name				Suite # 78666										
		City		State	£.			Zip Code										
						Marin Control	If Applicable	- W. J		Section Ac								
	Subcontractor Name			C	0				ŭ	Subcontractor Contact Name	intact Name	1			0			
	Address	0		0				0	ű	Subcontractor Phone Number	one Number				0			
		Street *		Street Name				Suite #										
		City		State				Zip Code										
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						Location of Asset		New House			Estimated D.	Estimated Deployment Costs II (Reimbursement is for actual expenses)	II (Reimburser	ment is for actu	(sesuedas)			
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ATTACHMENT A - 4
CLINICAL STAFF
Available Asset and Estimated Deployment Costs

Contractor Name	Hays Co	Hays County Personal Health Department	eparlment	Contractor Contact	Chuck Chapman, RN EPC
Address	Street # San Marcos City	Broadway Street Name TX State	0 Suite # 78666 Zip Code	Contractor Phone #	512-393-5538
				If Applicable	
Subcontractor Name		0		Subconfractor Contact Name	0
Address	0	0	0	Subcontractor Phone #	0
	Sireet #	Street Name 0	Suite #		
	City	State	Zip Code		

						3	stimated Deployn	ment Costs	Reimbursement	Estimated Deployment Costs (Reimbursement is for actual expenses)	1888)	A STATE OF STATE		100000000000000000000000000000000000000			
STAFFITLE	HAME	LOCATION OF STAFF	Number of Hours for Daployment Task periday	Number of Days	Total Number of Hours for Deployment	Hourty Rate	Total Hourly Rate of Staff	RATE	NUMBER OF MALES	TOTAL MILEAGE LODGING COST DALLY RATE	LODGING DAILY RATE	NUMBER OF DAYS	TOTAL	DALLY WEAL PER PER DIESK	NUMBER OF DAYS	TOTAL MEALS	TOTAL COST
Emergency Prepard. Coord.	Charles Chapman	1251 Civic Center Loop, 78666	8	2	40	\$ 32.29	\$ 1,291.60	\$ 0	0	49		0			0		\$ 1,291.6
SNS Coordinator	Kharley Smith	1251 Civic Center Loop, 78666	8	2	40	\$ 30.24	\$ 1,209.60	0		. \$						s	\$ 1,209.6
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### (Core/Vendor)

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### ARTICLE I COMPLIANCE AND REPORTING

- Section 1.01 Compliance with Statutes and Rules. Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules and executive orders, as such statutes, regulations, rules and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.
- Section 1.02 Compliance with Requirements of Solicitation Document. Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.
- Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department, and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.
- Section 1.04 Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.
- Section 1.05 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:
  - a) The following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Labor Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC §§ 200 et seq.); 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; (12) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse; (13) Public Health Service Act of

Page: GP 4

1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records; (14) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and (15) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;

- b) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
- c) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
- d) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
- e) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-28, which limits the political activity of employees whose employment is funded with federal funds;
- f) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- g) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
- h) Texas Workers' Compensation Act, Tex. Labor Code Chapters 401-406, and 28 Tex. Admin. Code pt. 2, regarding compensation for employees' injuries;
- i) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- j) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;
- k) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- 1) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.; 10) Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4801 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
- m) Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part 900, Subpart F;
- n) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(Core/Vendor)

- (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- o) Davis-Bacon Act, 40 USC §§ 276a to 276a-7; the Copeland Act, 40 USC §§ 276c and 18 USC § 874; and the Contract Work Hours and Safety Standards Act, 40 USC §§ 327-333, regarding labor standards for federally-assisted construction subagreements;
- p) National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
- q) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
- r) Executive Order, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract; and
- s) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a federal grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference. Contractor may obtain a copy of any applicable Notice of Grant Award from the contract manager assigned to the Program Attachment.

Section 1.06 Applicability of General Provisions to Interagency and Interlocal Contracts. Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

- a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
  - 1) Hold Harmless and Indemnification, Section 12.18:
  - 2) Independent Contractor, Section 11.07 (delete the third sentence in its entirety; delete the word "employees" from the fourth sentence; the remainder of the section applies);
  - 3) Historically Underutilized Businesses (HUBs), Section 11.02 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
  - 4) Debt to State and Corporate Status, Section 3.01;
  - 5) Application of Payment Due, Section 3.02; and
  - 6) Article XIV, Claims against the Department (This Article is inapplicable to interagency contracts only).
- b) The following additional provisions will apply to interagency contracts:
  - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Gov. Code Chapter 771;
  - 2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder;
  - 3) DSHS certifies that it has the authority to enter into this Contract granted in Health and Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract; and
  - 4) DSHS will reimburse Contractor for the actual costs, or the nearest practicable estimates of the costs, of providing the goods and/or services under the Contract. Contractor certifies that any such estimates were based on Contractor's detailed cost analysis developed prior to the execution of the Contract, of the costs of providing the goods and/or services to DSHS. If estimates are used, the Parties

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agree that those estimates are to be used as not-to-exceed amounts of the Contract deliverables; however, the Parties agree that Contractor will receive reimbursement of its actual costs only, up to the not-to-exceed amount.

- c) The following additional provisions will apply to interlocal contracts:
  - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Gov. Code Chapter 791;
  - 2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
  - 3) Each Party represents that it has been authorized to enter into this Contract.
- d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.07 Civil Rights Policy and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office 701 W. 51<sup>st</sup> Street, Mail Code W206 Austin, Texas 78751 Toll-free phone (888) 388-6332 Phone (512) 438-4313 TTY Toll-free (877) 432-7232 Fax (512) 438-5885.

Section 1.08 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

#### ARTICLE II SERVICES

Section 2.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in

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providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or the child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

- a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
- b) contraindication considerations for telemedicine use:
- c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g) priority in scheduling the system for clinical care of individuals;
- h) quality oversight and monitoring of satisfaction of the individuals served; and
- i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 Services and Information for Persons with Limited English Proficiency. Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

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#### ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status**. Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Texas Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due**. Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods**. Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be unit rate/fee for service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s), and acceptable submission of all required documentation, reports, forms and/or deliverable(s).

Section 4.02 **Billing Submission**. Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for payment monthly within thirty (30) calendar days following the end of the month covered by the bill. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 4.03 Third Party Payors. A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall: (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the 30-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

#### ARTICLE V TERMS AND CONDITIONS OF PAYMENT

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Section 5.01 **Prompt Payment**. Upon receipt of a timely, undisputed invoice pursuant to this Contract,

Department will pay Contractor. Payments are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code, Chapter 2251). Contractor shall comply with Tex. Gov. Code, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit by the Department.

Section 5.02 **Withholding Payments**. Department may withhold all or part of any payments to Contractor to offset overpayments that Contractor has not refunded to Department. Department may take repayment (recoup) from funds available under this Contract, in amounts necessary to fulfill Contractor's repayment obligations.

### ARTICLE VI CONFIDENTIALITY

Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state law, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2, 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Health and Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Occupations Code, Chapters 56 and 159 and all applicable rules and regulations.

Section 6.02 **Department Access to PHI and Other Confidential Information**. Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 6.03 Exchange of Client-Identifying Information. Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 6.04 Security of Patient or Client Records. Contractor shall ensure that patient and client records are managed in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable or if care or treatment is transferred to another DSHS-funded contractor.

Section 6.05 **HIV/AIDS Model Workplace Guidelines**. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions,

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including AIDS, in accordance with the Tex. Health & Safety Code §§ 85.112-114. A link to the Model Workplace Guidelines can be found at <a href="http://www.dshs.state.tx.us/hivstd/policy/policies.shtm">http://www.dshs.state.tx.us/hivstd/policy/policies.shtm</a>.

#### ARTICLE VII RECORDS RETENTION

Section 7.01 Retention. Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, §165.1(b) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

#### ARTICLE VIII ACCESS AND INSPECTION

Section 8.01 Access. In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG), and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including financial records, and client and patient records, if any), books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of the Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 8.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 8.03 **Responding to Deficiencies**. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site will be conveyed in writing to Contractor.

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Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

### ARTICLE IX NOTICE REQUIREMENTS

Section 9.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC) Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form located at <a href="https://www.dshs.state.tx.us/childabusereporting">www.dshs.state.tx.us/childabusereporting</a> as required by the Department. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 9.02 **Significant Incidents**. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 9.03 Litigation. Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 9.04 Action Against the Contractor. Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 9.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor or Contractor's governing body.

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Performance Malfeasance. Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, or unlawful activity related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at <a href="http://www.oig.hhs.gov/fraud/hotline/">http://www.oig.hhs.gov/fraud/hotline/</a> no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 9.07 **Criminal Activity and Disciplinary Action**. Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall-not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 9.08 **Retaliation Prohibited**. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 9.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

### ARTICLE X ASSURANCES AND CERTIFICATIONS

Section 10.01 **Certification.** Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);
- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt:

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e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory

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relationship with Contractor;

- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three (3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three (3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 10.02 Child Support Delinquencies. As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 10.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 10.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service, or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 10.05 Ineligibility to Receive the Contract. (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements,

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statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the developing, drafting or preparation of specifications, requirements or statements of work for this Contract or in the Solicitation Document on which this Contract is based; (b) Pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 10.06 Antitrust. Pursuant to 15 USC Sec. 1, et seq., and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid made to any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

### ARTICLE XI GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 11.01 **Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at <a href="http://www.window.state.tx.us/procurement/prog/hub">http://www.window.state.tx.us/procurement/prog/hub</a>. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval of the revised plan from the Department's HUB Coordinator before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15<sup>th</sup> day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin Code § 20.16(c).

Section 11.03 **Buy Texas**. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 11.04 Status of Subcontractors. Contractor shall require that all subcontractors certify that they are in good standing with all state and federal funding and regulatory agencies; are not currently debarred, suspended, or otherwise excluded from participation in federal grant programs; are not delinquent on any repayment agreements; have not had a required license or certification revoked; are not ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract (Assurances\_and Certifications Article) or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article); and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

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Section 11.05 **Independent Contractor**. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 11.06 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant(s) and guarantee(s) that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 11.07 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has a liability or has failed to remain current on a delinquent liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 11.08 **Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to Contractor's name; contact information; key personnel; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 11.09 **No Endorsement.** Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS, and from using the Department's name, logo or website link in any manner that is intended, or that could be perceived, as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

### ARTICLE XII GENERAL TERMS

Section 12.01 **Assignment**. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, without the prior written consent of the Department.

Lobbying. Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352). If at any time this Contract exceeds \$100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for

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payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall include this provision in any subcontracts.

Section 12.03 Conflict of Interest. Contractor represents to the Department that it and its subcontractors, if any, do not have, nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within 10 days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Transactions Between Related Parties. Contractor shall identify and report to DSHS any transaction between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR § 74.42.

Section 12.05 **Intellectual Property.** Texas Health and Safety Code §12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b) For purposes of this Contract, intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is a "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its

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name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

- c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract including any subcontract and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number \_\_\_\_\_ from (federal awarding agency)" or "The project described was supported by grant number \_\_\_\_\_ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
- d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
- e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.
- Section 12.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, software licenses, etc. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.
- Section 12.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.
- Section 12.08 **Legal Notice**. Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 12.09 Successors. This Contract will be binding upon the Parties and their successors and assignees,

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except as expressly provided in this Contract.

- Section 12.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.
- Section 12.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.
- Section 12.12 Survivability of Terms. Termination or expiration of this Contract or a Program Attachment for any reason will not release either party from any liabilities or obligations in this Contract that (a) the parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.
- Section 12.13 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.
- Section 12.14 Amendment. All amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if an amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.
- Section 12.15 Contractor's Notification of Change to Certain Contract Provisions. The following changes may be made to this Contract without a written amendment or the Department's prior approval:
  - a) Contractor's contact person and contact information;
  - b) Contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any; and
  - c) Minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email.

Section 12.16 Contractor's Request for Revision of Certain Contract Provisions. A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. An amendment to the Contract for a change in clinic hours or location may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article.

In order to request a revision of clinic hours or location, Contractor shall obtain a Contract Revision Request form from the DSHS website at <a href="http://www.dshs.state.tx.us/grants/forms.shtm">http://www.dshs.state.tx.us/grants/forms.shtm</a> and complete the form as directed by the

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Department. Two (2) copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 12.17 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 12.18 **Hold Harmless and Indemnification**. Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 12.19 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either party's rights under this Contract.

### Section 12.20 Electronic and Information Resources Accessibility and Security Standards.

- a) This section applies if the Contract requires the Contractor to procure or develop Electronic and Information Resources (EIR) for DSHS, or to change any of DSHS's EIR. This section also applies if the Contract requires the Contractor to perform a service or supply goods that include EIR that (i) DSHS employees are required to use or permitted access to; or (ii) members of the public are required to use or permitted access to. This section does not apply to incidental uses of EIR in the performance of a contract, unless the parties agree that the EIR will become property of the state or will be used by DSHS clients after completion of the Contract.
- b) Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product/service.
- c) Definitions.
  - 1. "Accessibility Standards" means the Electronic and Information Resources Accessibility Standards in 1 Tex. Admin. Code Chapter 213, and the Web Site Accessibility Standards/Specifications in 1 Tex. Admin. Code Chapter 206.
  - 2. "Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.
  - 3. "Products" means information resources technologies that are, or are related to, EIR.
- d) Accessibility Requirements. Under Tex. Gov. Code Chapter 2054, Subchapter M, and implementing rules of the Department of Information Resources (DIR), DSHS must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, Contractor shall provide electronic and information resources and associated Product documentation and technical

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support that comply with the Accessibility Standards.

- e) Evaluation, Testing and Monitoring. DSHS may review, test, evaluate and monitor Contractor's Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards. Contractor shall cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing and monitoring.
- f) Representations and Warranties. Contractor represents and warrants that (i) as of the effective date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or a DSHS client after the Contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Contract term, unless DSHS and/or client, as applicable, uses the Products in a manner that renders it noncompliant. In the event Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract. Contractor's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.
- g) Remedies. Pursuant to Tex. Gov. Code §2054.465, neither Contractor nor any other person has cause of action against DSHS for a claim of a failure to comply with Tex. Gov. Code Chapter 2054, Subchapter M, and rules of the DIR. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct and consequential damages and any other remedies to which DSHS may be entitled. This remedy is cumulative of any and all other remedies to which DSHS may be entitled under this Contract and other applicable law.

Section 12.21 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 12.22 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in

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a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

Section 12.23 Cooperation and Communication. Contractor shall cooperate with Department staff and, as applicable, other DSHS contractors, and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

### ARTICLE XIII BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 13.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a) failure to properly provide the services and/or goods purchased under this Contract;
- b) failure to comply with any provision of this Contract including failure to comply with all applicable statutes, rules or regulations;
- c) failure to pay refunds or penalties owed to the Department;
- d) failure to comply with a repayment agreement with Department or agreed order issued by the Department;
- e) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
- f) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
- g) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 13.02 General Remedies and Sanctions. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for

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the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment for services provided from the effective date of termination;

- b) suspend all or part of this Contract. Suspension is an action taken by the Department in which the Contractor is notified to temporarily discontinue performance of all or a part of the Contract, as of the effective date of the suspension pending DSHS's determination to terminate or amend the Contract or permit the Contractor to resume performance. Contractor shall not bill DSHS for services performed during suspension, unless expressly authorized by the notice of suspension;
- c) deny additional or future contracts with Contractor;
- d) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of payments to Contractor for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
- e) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
- f) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds under this Contract;
- g) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
- h) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
- i) demand repayment from Contractor when it has been verified that Contractor has been overpaid, e.g., because payments are not supported by proper documentation or failure to comply with Contract terms:
- j) pursue a claim for damages as a result of breach of contract;
- k) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
- l) withhold any payment to Contractor to satisfy any recoupment, liquidated damages or any penalty (if the penalty is permitted by statute) and imposed by DSHS, and take repayment from funds available under this Contract, in amounts necessary to fulfill Contractor's payment or repayment obligations;
- m) reduce the Contract term;
- n) recoup improper payments when Contractor has been overpaid, e.g., because payments are not supported by proper documentation, improper billing or failure to comply with Contract terms;

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- o) assess liquidated damages; or
- p) impose other remedies, sanctions or penalties permitted by statute.

Section 13.03 **Notice of Remedies or Sanctions**. Department will formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.

Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's final decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 13.04 **Emergency Action**. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

#### ARTICLE XIV CLAIMS AGAINST THE DEPARTMENT

Section 14.01 **Breach of Contract Claim**. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Tex. Gov. Code and implemented in the rules at 25 Tex. Admin. Code §§4.11-4.24 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 14.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Tex. Gov. Code. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, Tex. Gov. Code.

Section 14.03 Sole Remedy. The contested case process provided in Chapter 2260, Subchapter C, Tex. Gov. Code, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 14.04 Condition Precedent to Suit. Compliance with the contested case process provided in Chapter 2260, Subchapter C, Tex. Gov. Code, is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 14.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

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(Core/Vendor)

### ARTICLE XV TERMINATION AND TEMPORARY SUSPENSION

Section 15.01 **Expiration of Contract or Program Attachment(s)**. Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 15.02 **Effect of Termination**. Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS and, except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 15.03 Acts Not Constituting Termination. Termination does not include (1) refusal to extend the term of a program attachment; (2) non-renewal of a contract or program attachment at Department's sole discretion; or (3) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

### Section 15.04 Termination or Temporary Suspension Without Cause.

- a) Either Party may terminate this Contract or Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment, as applicable, that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
- b) The Parties may terminate this Contract or Program Attachment, as applicable, by mutual agreement.
- c) DSHS may temporarily suspend or terminate this Contract or Program Attachment, as applicable if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human service agencies, amendments to the Appropriations Act, health and human services consolidations or any other disruption of current appropriated funding for this Contract or Program Attachment. Contractor will be notified in writing of any termination or temporary suspension and of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor shall discontinue performance under the Contract as of the effective date of the suspension, for the duration of the suspension.
- d) Department may terminate this Contract or Program Attachment, as applicable, immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

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Section 15.05 **Termination For Cause**. Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty

(Core/Vendor)

- (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:
  - a) Contractor fails to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
  - b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
  - c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
  - d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract;
  - e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
  - f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
  - g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    - 1) Contractor fails to make payments for debts;
    - 2) Contractor makes an assignment for the benefit of its creditors;
    - 3) Contractor admits in writing its inability to pay its debts generally as they become due;
    - 4) if judgment for the payment of money in excess of \$50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
    - 5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
    - 6) Contractor is adjudicated bankrupt or insolvent;
    - 7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, then in effect, or consents to the filing of any case or petition against it under any such law;
    - 8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;

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- 9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, then in effect, and the petition is not dismissed within thirty (30) calendar days; or
- 10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property; or
- h) any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform under this Contract is not obtained or is revoked, surrendered, expires, is not renewed, becomes inactive or is suspended.
- Section 15.06 **Notice of Termination**. Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

### ARTICLE XVI VOID, SUSPENDED, AND TERMINATED CONTRACTS

- Section 16.01 **Void Contracts**. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.
- Section 16.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract**. A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.
- Section 16.03 Appeals Rights. Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

#### ARTICLE XVII CLOSEOUT

- Section 17.01 Cessation of Services At Closeout. Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in this Contract termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of the Contract or Program Attachment once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.
- Section 17.02 **Administrative Offset**. The Department has the right to administratively offset amounts owed by Contractor against billings.
- Section 17.03 **Deadline for Closeout**. Contractor shall submit all performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date.

General Provisions (Core Vendor 2012)

Unless otherwise provided under the Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the end date of the Contract or Program Attachment, as applicable.

Section 17.04 **Payment of Refunds**. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 17.05 **Disallowances and Adjustments**. The Closeout of this Contract or Program Attachment does not affect the Department's right to recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

No later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

as provided for in	approval to renew II n original bid.	FB #2010-B0	9 Emulsion O	ils for one additional year
CHECK ONE:	XCONSENT	ACTION	<b>EXECUTI</b>	VE SESSION
	□ WORKSHOP	☐ PROC	LAMATION	PRESENTATION
PREFERRED MEI	ETING DATE REQU	ESTED: May	15, 2012	
AMOUNT REQUI	RED:			
LINE ITEM NUM	BER OF FUNDS REC	QUIRED:		
REQUESTED BY	: Maiorka/Borcherdii	ng		
SPONSORED BY:				
SUMMARY: Ther	e will be an .18 cen	t increase pe	gallon for SS	3-1 and SS-1H and HFRS-2
emulsion oils from	ERGON due to the	increase in oil	prices. ERGO	N has provided justification
for the increase as	shown in backup. Du	e to the volati	e market for oi	l prices, if the County rebids
we could be subject	cted to much higher	pricing. The	original speci	fications provide or a price
increase or decreas	se, based upon price	changes the	endor receives	for the established price of
product to be furn	ished. I have spoken	with Jerry Bo	rcherding, Dire	ector of Transportation, and
we are in agreemer	nt that renewing the b	oid at the price	e increase state	d is in the best interest of the
County at this time				



# OFFICE OF THE COUNTY AUDITOR Purchasing

712 South Stagecoach Trail, Ste.1071 San Marcos, Texas 78666 512-393-2283 Fax: 512-393-2248

www.co.hays.tx.us

Cindy Maiorka CPPB Purchasing Manager cindym@co.hays.tx.us

Ergon Asphalt & Emulsions, Inc. 11612 RM 2244 Building 1, Suite 250 Austin, Texas 78738

April 27, 2012

Bill Herzog, CPA

**County Auditor** 

bherzog@co.hays.tx.us

Dear Mr. Brownlee;

The bid for "Emulsion Oils" will expire soon. This letter will serve as notice that Hays County would like to renew your existing bid for one (1) additional year, provided all terms and conditions remain unchanged and in full force and effect as provided in original bid. The Terms of Contract does provide a provision for a price increase not to exceed the consumer price index for that year. If you are increasing pricing please provide the pricing and justification for the increase. If you are in agreement with the terms of renewal, please sign below and mail back to Hays County Purchasing Office, 712 South Stagecoach Trail, Suite 1071, San Marcos, Texas 78666.

If you have any questions please feel free to contact me at 512-393-2271.

Please find enclosed the tabulation sheet.

Sincerely, Andy Musika GPB
Cindy Maiorka CPPB
Purchasing Manager
Signature Date MAY 1, 2012
Printed Name CARY P. BROWNLEE
Company Name ERGON ASPHALT & EMULSIONS, INC.

WE AGREE TO EXTEND FOR ONE ADDITIONAL YEAR AT PRICES ON OUR LETTER OF MAY 1, 2012 (ATTACHED).

An Ergon Company

Lake Pointe Center 11612 RM 3244 (Bee Caves Road) Binding 1, Sure 250 Austin, TX 78738-5509 USA 512-469-9292 http://www.ergon.com

# Ei. Ergon Asphalt & Emulsions, Inc.

May 1, 2012

Ms. Cindy Maiorka CPPB Purchasing Manager Office of the Hays County Auditor 111 E. San Antonio Street, Suite 100 San Marcos, Texas 78666

RF.

Bid No. 2010-B09 Emulsion Oils

Dear Cindy:

Ergon Asphalt & Emulsions, Inc. hereby agrees to extend our contract for one (1) additional year for the above-mentioned bid at the prices listed below. The prices reflect a \$0.18 to \$0.23 gallon increase. These are based on an 8.7% increase in raw materials since the date of the last extension.

<u>Material</u>	Original Bid Price	New Bid Price
SS-1 and SS-1H	\$2.10 / Gallon	\$2.28 / Gallon
AE-P	\$2.75 / Gallon	\$2.99 / Gallon
HFRS-2	\$2.10 / Gallon	\$2.28 / Gallon

Delivery charges are \$0.1250 per gallon from our Austin facility and will be added to the above material price per gallon. Freight is based on full transport loads of 5,500 gallons.

We appreciate the opportunity to work with Hays County. Please do not hesitate to contact me with any questions you may have.

Sincerely,

Cary P. Brownlee

Regional Sales Manager

CPB:ks



April 14, 2011

Effective April 15, 2011 Valero Marketing And Supply Company will change the Dally Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

PG64-22	\$550 / ton
AC-10	\$577 / ton
AC-5	\$577 / ton
> EMFL	\$575 / ton

\*\*The products listed are subject to availability and daily rack prices may change at any time.

We appreciate your business as always, and If you have any questions, please feel free to contact the Valero Marketing Manager for your

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126) Corpus Christi -- Johnie Goodman (361-442-3909)

Thank You

Sidney Pujol Sr. Mgr. - Gulf Coast Asphalt Marketing 225-603-3602 - Phone 210-370-4455 - Fax żiquex.briol@rajetorcow

CC: Doug McClure - VMSC Executive Director - Asphalt Marketing



April 13, 2012

To: Our Valued Asphalt Customers

Effective April 15, 2012 Valero Marketing And Supply Company will change the Daily Rack prices of conventional and polymer modified as chalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

e i i	ទៅប៉ាក់ដែរ 	HG	usion	Bito	Winsylle
PG64-22	\$600 / ton	PG64-22	\$600 / Jon	PG64-22	\$610 / ton
PG70-22S	\$700 / ton	PG70-22S	\$700 / ton		And All Value
PG76-22S	\$750 / ton	PG76-22S	\$750 / ton		
AC-15P	\$728 / ton	AC-15P	\$728 / ton		
AC-10	\$627 / ton	AC-10	\$6277 ton		
AC-5	\$627 / ton	MC-30	\$928 / ton		
MC-30	\$928 / ton	RC-250	\$867 / ton		
RC-250	\$867 / ton	PG58-28	\$627 / ton		
C.6	\$675 / ton				
.C-3	\$652 / ton		<u> </u>		
C3-AS	\$662 / ton				
C-20XP	\$728 / ton				
MFL	\$625 / ton				

<sup>\*\*</sup>The products listed are subject to availability and daily rack prices may change at any time.

We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your

Houston - Sidney Pujol (225-603-3602) or Kyle Walker (281-415-1126)

Corpus Christi - Johnie Goodman (361-442-3909)

Thank You

Sidney Pujol Sr. Mgr. - Gulf Coast Asphalt Marketing 225-603-3602 - Phone 210-370-4455 - Fax sidney.pujol@valero.com

CC: Doug McClure - VMSC Executive Director - Asphalt Marketing

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

Comptroller of	Authorize the Co Public Accounts, by and Conservation	, State Energ	y Conservat	dment No. 2 with the Texas tion Office (SECO) for the
CHECK ONE:	<b>⊠</b> CONSENT	□ACTION	□ □ ЕХЕС	CUTIVE SESSION
	□workshop	☐ PROCLA	AMATION	$\square$ PRESENTATION
PREFERRED ME	EETING DATE REC	QUESTED: Ma	ıy 15, 2012	
AMOUNT REQU	IRED: N/A – no ma	atch required		
LINE ITEM NUM	IBER OF FUNDS R	REQUIRED: N/	A	
REQUESTED BY				
SPONSORED BY	: Cobb			
SUMMARY:				
Conservation Blo Comptroller of P various County	ock Grant from Public Accounts. T buildings and perf 10 to account for th	the State Ene he purpose of form energy u	ergy Conserve the grant was pgrades. Th	ce of an Energy Efficiency and ation Office (SECO), Texas is to conduct energy audits of the contract was amended on it phase of the project, and the
improvements wing fixtures. Savings 86,000KWH/yr in identified lighting	thin six County but s in annual energy electrical usage wit g project within the	ildings, including costs are expended in the upgrades. scope of the pro-	ng replacemer ected with ar This Amendi Dject, and does	oceed with lighting efficiency nt of lamps, ballasts and some n estimated reduction of over ment is necessary to include the s not change the grant amount. o County matching funds are

AMENDMENT NO. 2 TO CONTRACT NO. CS0044 BETWEEN THE COUNTY OF HAYS AND

### COMPTROLLER OF PUBLIC ACCOUNTS STATE ENERGY CONSERVATION OFFICE (SECO) RELATED TO

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)

This Amendment No. 2 (Amendment) to the Contract No. CS0044 (Agreement) is entered into by and between the Comptroller of Public Accounts (Comptroller) and the County of Hays (Subrecipient).

### I. Recitals

WHEREAS, Comptroller and Subrecipient entered into the Agreement effective March 15, 2010;

**WHEREAS**, Comptroller and Subrecipient entered into Amendment No. 1 effective September 9, 2010 to amend the Attachment G, Statement of Work and Budget to the Agreement;

WHEREAS, Comptroller and Subrecipient desire to execute this Amendment to amend the Attachment G, Statement of Work and Budget to the Agreement;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained Comptroller and the Subrecipient agree to the following amendment of the Agreement:

### II. Amendment

The Agreement is hereby amended by deleting Attachment G, Statement of Work and Budget, in its entirety and replacing it with the new, revised Attachment G, Statement of Work and Budget, which is attached to and incorporated into this Amendment as Exhibit 1 for all purposes.

### III. <u>Incorporation of Amendments</u>

- 1. This Amendment, together with the Agreement and any prior amendments, represents the entire agreement between the parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations or negotiations.
- 2. In the event of conflicting language between the Agreement, any prior amendments, and the language in this Amendment, the language in this Amendment shall control.

Page 1 of 4

3.	Except as expressly amended herein, all other terms of the Agreement as amended, remain
	unchanged, are in full force and effect, and are ratified and affirmed by the parties. By their
	execution and delivery of this Amendment neither party waives or releases any default hereunder.

### IV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below. This Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of the date of Comptroller signature.

COMPTROLLER OF PUBLIC ACCOUNTS	COUNTY OF HAYS
By: Martin A. Hubert Deputy Comptroller	By: Bert Cobb County Judge
Date:	Date:

### ATTACHMENT G

Statement of Work and Budget - Amendment #2

### Hays County - Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Audit and Retrofit

Hays County will conduct detailed Energy Audits of eleven (11) buildings and make energy efficiency upgrades as the budget allows.

**Approved Budget Per Cost Category and Payment:** 

COST CATEGORY	BUDGET	ADJUSTMENT	FINAL BUDGET		
Subcontractor	\$100,000.00	\$15,153.00	\$115,153.00		
Project Equipment	\$15,153.00	-\$15,153.00	\$0.00		
Total Budget	\$115,153.00		\$115,153.00		
Funds Leveraged	\$0.00		\$0.00		

Total payments to ARRA-recipient under this Agreement shall not exceed \$115,153.00 in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. (Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)

Task	Timeline	
Detailed Energy Audit of Hays County Courthouse, 111 E. San Antonio St.,	September –	
San Marcos	December 2010	
Detailed Energy Audit of Hays County Health Department, 150 E. Lockhart	September –	
St, Kyle, TX	December 2010	
Detailed Energy Audit of Hays County Election Office #1, 401 C. Broadway,	September –	
San Marcos	December 2010	
Detailed Energy Audit of Hays County Juvenile Detention Center (3 bldgs),	September –	
2250 Clovis Barker, San Marcos	December 2010	
Detailed Energy Audit of Hay County Health Dept., 401 A Broadway, San	September –	
Marcos	December 2010	
Detailed Energy Audit of Hays County Precinct #5 Office, 500 Jack C. Hays	September –	
Trail (405 RR 2270) Buda	December 2010	
Detailed Energy Audit of Hays County Road & Bridge Department (2bldgs.),	September –	
2171 Yarrington Road, San Marcos	December 2010	

Detailed Energy Audit of Hays County Jail, 1307 Uhland Rd., San Marcos	September –
4 (1) ATT (1) (1)	December 2010
Detailed Energy Audit of Hays County Public Safety Building, 1307 Uhland	September –
Road, San Marcos	December 2010
Detailed Energy Audit of Hays County Election Office #2, 401 C Broadway,	September –
San Marcos	December 2010
Detailed Energy Audit of Hays County Precinct #4 Office, 195 Roger Hanks	September –
Parkway, Dripping Springs, TX 78620	December 2010
Retrofit existing T8 fluorescent lamps with new extended life energy saving	April 2012 –
T8 lamps at the County Health Dept., 401 A Broadway, San Marcos	June 2012
Retrofit existing metal halide lamps with compact fluorescent lamps at the	April 2012 –
County Health Dept., 401 A Broadway, San Marcos	June 2012
Retrofit existing T8 fluorescent lamps with new extended life energy saving	April 2012 –
T8 lamps at the Precinct #4 Office, 195 Roger Hanks Parkway, Dripping	June 2012
Springs, TX 78620	June 2012
Retrofit existing T8 fluorescent lamps with new extended life energy saving	April 2012 –
T8 lamps at the County Juvenile Detention Center, 2250 Clovis Barker, San	June 2012
Marcos	June 2012
Replace existing T12 fluorescent lamps with new, extended life energy	April 2012 –
savings T8 lamps and replace existing magnetic ballasts with electronic	June 2012
ballasts at the Public Safety Building, 1307 Uhland Road, San Marcos	
Replace existing T12 fluorescent lamps with new, extended life energy	April 2012 –
savings T8 lamps and replace existing magnetic ballasts with electronic	June 2012
ballasts at the Precinct #5 Office, 500 Jack C. Hays Trail, Buda	
Replace existing T12 fluorescent lamps with new, extended life energy	April 2012 –
savings T8 lamps and replace existing magnetic ballasts with electronic	June 2012
ballasts at the Road & Bridge Department, 2171 Yarrington Road, San Marcos	34110 2012
Replace existing high intensity metal halide fixtures with new energy efficient	April 2012 –
T5HO fixtures at the Road & Bridge department, 2171 Yarrington Road, San	June 2012
Marcos	Julie 2012
	<u> </u>

Projects selected as a result of the Audits <u>MUST</u> be approved by the SECO Stimulus Contract Manager prior to starting the activity. These projects, if any, will require amendment to this Statement of Work and Budget. Also note, buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

A OFFIDA ITEM		10.1							
AGENDA ITEM: (			calculation	n error fo	r the .	Juveni	le Prob	ation	TJJD Grant
A and amend the b	uaget accord	aingiy.							
									= 24 =
CHECK ONE:	X CONSE	ENT	☐ ACTIO	N		EXEC	UTIVE	SESSI	ON
	□ WORKS	SHOP	PROCL	AMATION	1 ]	PRESE	NTATI	ON	ļ
PREFERRED MEH	ETING DATE	E REQ	UESTED:	May 15, 2	012				
AMOUNT REQUII	RED: \$3,333.	00 (gra	nt funds)						
LINE ITEM NUMI	BER OF FUN	DS RE	QUIRED:	001-686-9	9-027]	Ì			
REQUESTED BY:									
SPONSORED BY:	Judge Bert (	Cobb, N	1.D.						
SUMMARY:								•	
This budget adjustme	ent is necessar	y to co	rrect a calcu	lation erro	r in the	e Salari	ies & F	ringe B	enefits
Category on the gran									
calculated incorrectly									
will authorize the Tr effective June 1, 201				tions on N	lay 31	" payro	oll and o	correct	rates
circuive June 1, 201	2. No County	runus	needed.						
Budget Amendment:	• •								
Decrease TJJD Gran	it Office Suppl	lies: 00	1-686-99-0	27.5211	(\$3	,333)			
Increase TJJD Grant			36-99-027.5		2	2,812			
Increase TJJD Grant			6-99-027.5	_		174			
Increase TJJD Grant			6-99-027.5			41			
Increase TJJD Grant	: Retirement:	001-68	6-99-027.5	101_100		306			

DESCRIPTION OF Item: Correct salary/fringe calculation error for the Juvenile Probation TJJD Grant A and amend the budget accordingly.
PREFERRED MEETING DATE REQUESTED: May 15, 2012
COUNTY AUDITOR
AMOUNT: \$3,333.00 (grant funds)
LINE ITEM NUMBER: 001-686-99-027]
Proceeding of the contract of
COUNTY PURCHASING GUIDELINES FOLLOWED: N/A
PAYMENT TERMS ACCEPTABLE: N/A
COMMENTS: See budget amendment.
CDECIAL COUNCEL
SPECIAL COUNSEL
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
The second secon
the state of the s
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

### FUND NO. <u>001</u> FUND TITLE: <u>GENERAL FUND</u>

		Appropriation before	Amend	ment	Appropriation as
Line Item Expenditures		<u>Amendment</u>	Increases	<u>Decreases</u>	<u>Amended</u>
Transfer for increased fuel	:				
001-607-00.5271	D.A. Fuei	5,000	1,120		6,120
001-618-00.5271	Sheriff Fuel	400,000	107,481		507,481
001-619-00.5271	Tax Office Fuel	1,000	835		1,835
001-635-00.5271	Constable 1 Fuei	9,600	7,900		17,500
001-636-00.5271	Constable 2 Fuel	13,000	6,735		19,735
001-637-00.5271	Constable 3 Fuel	6,000	2,150		8,150
001-638-00.5271	Constable 4 Fuel	11,200	2,500		13,700
001-646-00.5271	Civic Center Fuel	4,000	866		4,866
001-656-00.5271	Emergency Mgmt Fuel	2,450	1,202		3,652
001-657-00.5271	Development Svcs.Fuel	17,500	9,400		26,900
001-686-00.5271	Juvenile Probation Fuel	9,000	3,882		12,882
001-695-00.5271	Bldg Maint Fuel	13,000	4,929		17,929
001-716-00.5271	Transfer Station Fuel	4,000	1,000		5,000
			.,,,,,		0,000
Countywide Operations (6	<u>45):</u>				
001-645-00.5271	Fuel	150,000		(150,000)	0
			150.000	(150.000)	•
Compliance (648):					
001-648-00.5212	Postage	1,000	550		1,550
001-648-00.5551	Continuing Ed.	2,500		(550)	1,950
Transfer for needed postage from	om Continuing Ed. savings				
111 4 1 1 6 1 4 4 4 4 4 4 4 4 4 4 4 4 4					
Historical Commission (67	_				
001-676-00.5712_400	Computer Eqpt-operating	0	930		930
001-676-00.5719_400	Misc Eqpt-operating	0	1,455		1,455
001-676-00.5211	Office Supplies	2,200		(930)	1,270
001-676-00.5448	Contract Svcs.	14,281		(1,455)	12,826
Transfer for computer for office	e and HDTV for documentari	es' display			
Juvenile Probation/TJPC-/	A State Aid Grant (686.0	0.027).			
001-686-99-027.5201	General Supplies	1,000	510		4 540
001-686-99-027.5712_400	Computer Egpt-operating	2,500	513		1,513
Revenue	compater Edpt-operating	2,500	2,987	Imaraaaaa	5,487
001-686-99-027.4301	Intergovernmental	624,669	<u>Decreases</u>	Increases 3,500	628,169
Budget increase in grant reven	nue for computer eqpt-laptop	, scanner, camera to	support new sof	tware-case mgr	mt
001-686-99-027.5021	Staff	196,586	2.040		400.000
001-686-99-027.5101_100	Fica	15,362	2,812 174		199,398
001-686-99-027.5101-200	Medicare	3,593			15,536
001-686-99-027.5101_300	Retirement		41		3,634
001-686-99-027.5211	Office Supplies	26,711 7,000	306	10.000	27,017
221 200 00 021.0211	Ource Orthhires	7,000		(3,333)	3,667

Correct calculation error for wages/fringe from office supplies

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Author accordingly.	orize the Sheriff's	Office to pur	chase a refrige	rator amend th	ne budget
CHECK ONE: X	CONSENT	ACTION	☐ EXECUTIVE	SESSION	,
	□ WORKSHOP	☐ PROCI	AMATION	☐ PRESENTA	ATION
PREFERRED MEETIN	G DATE REQUE	STED: 5/15/1	2		vii po
AMOUNT REQUIRED:	\$650				
LINE ITEM NUMBER O	OF FUNDS REQU	IIRED: 001-61	8-00.5719_400		
REQUESTED BY: She					
SPONSORED BY: Jud	dge Bert Cobb, M.	.D.			
SUMMARY: The Sheriff's Office w Purchasing a new one needed as they have be	would allow for a	dditional stora	ge of evidence.	No additional	e Room. funds are
Budget Amendment 001-618-00.5362	Criminal Investi	gation Expens	e (\$650)		
001-618.03.5719_400	Misc. Equipmen	t	\$650		

### FUND NO. <u>001</u> FUND TITLE: <u>GENERAL FUND</u>

		Appropriation before	Amend	dment	Appropriation as
Line Item Expenditures		Amendment	Increases	<u>Decreases</u>	Amended
Juvenile Probation/TJPC	-A State Aid Grant (686-9	19-027)			
001-686-99-027.5194	Telephone Allowance	0	140		140
001-686-99-027.5489	Telephone	14,000	, , ,	(140)	13,860
Transfer for grant cell phone	allowance from telephone ex	pense			
001-686-99-027.5391	Misc.	13,475	150		13,625
Revenue			<u>Decreases</u>	<u>Increases</u>	
001-686-99-027.4301	Intergovernmental	628,169		150	628,319
Budget mini-grant received for	or Youth Initiative Project				
Sheriff Office (618):					
001-618-00.5719_400	Misc Eqpt-operating	8,205	650		8,855
001-618-00.5362	Criminal Investigation	18,228		(650)	17,578
Transfer for replacement evid	dence room refrigerator				
		FUND NO. 070			
	FUND	TITLE: JUVENILE C	CENTER		
Juvenile Center (685):					
070-685-00.5021	Staff	2,036,130	65,169		2,101,299
070-685-00.5031	О/Т	29,400	18,000		47,400
070-685-00.5061	Longevity	11,200	180		11,380
070-685-00.5101_100	Fica	130,292	5,157		135,449
070-685-00.5101_200	Medicare	30,473	1,206		31,679
070-685-00.5101_300	Retirement	226,370	9,058		235,428
070-685-00.5160_400	Medical Insurance	583,405		(84,142)	499,263
070-685-00.5091	Salary Adjustment	4,448		(4,448)	0
070-685-00.5202	Data Proc Supplies	1,700		(180)	1,520
070-685-00-5448	Contract Svcs.	255,000		(10,000)	245,000
			<u>98.770</u>	(98.770)	

Transfer for part-time increases needed for staffing ratios

# FUND NO. <u>053</u> FUND TITLE: <u>SHERIFF DRUG FORFEITURE FUND</u>

Sheriff Drug Forfeiture	<u>(618):</u>				
053-618-00.5717_400	Law Enf Eqpt-operating	0	9,573		9,573
053-618-00.5391	Misc.	22,000		(9,573)	12,427

Transfer for eqpt/stop sticks purchase from discretionary funds

# 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: Am	end Sheriff Drug Forfeiture Fund	budget to purchase equipment.
CHECK ONE: 2	CONSENT ACTION E	XECUTIVE SESSION
	□ WORKSHOP □ PROCLAM	AATION   PRESENTATION
PREFERRED MEET	ING DATE REQUESTED: 5/15/12	
AMOUNT REQUIRE	D: \$9,573.00	
LINE ITEM NUMBE	R OF FUNDS REQUIRED: 053-61	8-00.5717_400
REQUESTED BY: Sh	eriff Gary Cutler	
SPONSORED BY: Ju	idge Bert Cobb, M.D.	
SUMMARY: The Sheriff's Drug Fo	orfeiture funds may be used at his	s discretion. In order to follow County
policy, we are reque	sting to move the funds into the	appropriate general ledger account to
1	ks for the safety of officers.	
Budget Amendment		
053-618-00.5391	Miscellaneous	decrease (9,573)
053-618-00.5717_40	0 Law Enforcement Equipment	increase (9,573)
<u> </u>		

### FUND NO. <u>001</u> FUND TITLE: <u>GENERAL FUND</u>

		Appropriation before	Amene	dment	Appropriation
Line Item Expenditures		Amendment	Increases	<u>Decreases</u>	as <u>Amended</u>
Juvenile Probation/TJPC-/	A State Aid Grant (686-9	9-027):			
001-686-99-027.5194	Telephone Allowance	0	140		140
001-686-99-027.5489	Telephone	14,000		(140)	13,860
Transfer for grant cell phone al	lowance from telephone exp	pense			
001-686-99-027.5391	Misc.	13,475	150		13,625
Revenue			<u>Decreases</u>	<u>Increases</u>	·
001-686-99-027.4301	Intergovernmental	628,169		150	628,319
Budget mini-grant received for	Youth Initiative Project				
Sheriff Office (618):					
001-618-00.5719_400	Misc Eqpt-operating	8,205	650		0.055
001-618-00.5362	Criminal Investigation	18,228	030	(650)	8,855 17,578
		10,220		(050)	17,576
Transfer for replacement evide	nce room refrigerator				
		FUND NO. <u>070</u>			
	FUND 1	TITLE: JUVENILE (	CENTER		
Juvenile Center (685):					
070-685-00.5021	Staff	2,036,130	65,169		2,101,299
070-685-00.5031	О/Т	29,400	18,000		47,400
070-685-00.5061	Longevity	11,200	180		11,380
070-685-00.5101_100	Fica	130,292	5,157		135,449
070-685-00.5101_200	Medicare	30,473	1,206		31,679
070-685-00.5101_300	Retirement	226,370	9,058		235,428
070-685-00.5160_400	Medical Insurance	583,405		(84,142)	499,263
070-685-00.5091	Salary Adjustment	4,448		(4,448)	0
070-685-00.5202	Data Proc Supplies	1,700		(180)	1,520
070-685-00-5448	Contract Svcs.	255,000		(10,000)	245,000
			98.770	(98.770)	

Transfer for part-time increases needed for staffing ratios

# FUND NO. <u>053</u> FUND TITLE: <u>SHERIFF DRUG FORFEITURE FUND</u>

Sheriff Drug Forteiture	<u>(618):</u>				
053-618-00.5717_400	Law Enf Eqpt-operating	0	9,573		9.573
053-618-00.5391	Misc.	22,000	2,212	(9,573)	12.427
	111100.	22,000		(9,573)	12

Transfer for eqpt/stop sticks purchase from discretionary funds

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

**AGENDA ITEM:** Move insurance and contract services savings to the Juvenile Detention Center Operating staff salaries, overtime and fringe benefit budgets due to increased juvenile population and required staff to juvenile ratio and amend the budget accordingly.

**CHECK ONE:** 

**CONSENT** 

↑ X ACTION

**EXECUTIVE SESSION** 

**WORKSHOP** 

**PROCLAMATION** 

**PRESENTATION** 

PREFERRED MEETING DATE REQUESTED: May 15, 2012

**AMOUNT REQUIRED: \$98,590** 

LINE ITEM NUMBER OF FUNDS REQUIRED: 070-685-00]

REQUESTED BY: Brett Littlejohn

SPONSORED BY: Judge Bert Cobb, M.D.

**SUMMARY:** Due to the increased number of juvenile intakes, our part-time shared position and overtime hours are close to or over budget. Our facility must maintain a certain staff to juvenile ratio in order to comply with state requirements. The part-time shared position is where we hire multiple officers without paying out benefits. Insurance savings for unfilled positions and contract services will cover this amendment.

### **Budget Amendment:**

Decrease Medical Insurance:	070-685-00.5160 400	(84,142)
Decrease Salary Adj:	070-685-00.5091	(4,448)
Decrease Contract Services:	070-685-00.5448	(10,000)
Increase Staff Salaries:	070-685-00.5021	65,169
Increase Overtime:	070-685-00.5031	18,000
Increase FICA:	070-685-00.5101_100	5,157
Increase Medicare:	070-685-00.5101_200	1,206
Increase Retirement:	070-685-00.5101_300	9,058

DESCRIPTION OF Item: Move insurance and contract services savings to the Juvenile Detention Center Operating staff salaries, overtime and fringe benefit budgets due to increased juvenile copulation and required staff to juvenile ratio and amend the budget accordingly.
PREFERRED MEETING DATE REQUESTED: May 15, 2012
COUNTY AUDITOR
AMOUNT: \$98,590
LINE ITEM NUMBER: 070-685-00]
BINE HEM NOMBER. 070-003-00]
COUNTY PURCHASING GUIDELINES FOLLOWED: N/A
PAYMENT TERMS ACCEPTABLE: N/A
COMMENTS: See budget amendment.
Bill Herzog
SPECIAL COUNSEL
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COMMENTS:
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:
DATE CONTRACT SIGNED:

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

		Appropriation	Amen	dment	Appropriation
Line Item Expenditures		before <u>Amendment</u>	Increases	<u>Decreases</u>	as <u>Amende</u> d
huvenile Probetion/T IDC	A Ctata Atal Count (con or				
<u>Juvenile Probation/TJPC-</u> 001-686-99-027.5194					
001-686-99-027.5489	Telephone Allowance Telephone	0	140		140
00.000.00000	reiephone	14,000		(140)	13,860
Transfer for grant cell phone a	llowance from telephone exp	ense			
001-686-99-027.5391	Misc.	42.475	450		
Revenue	WIISC.	13,475	150		13,625
001-686-99-027.4301	Intergovernmental	629 460	<u>Decreases</u>	Increases	
	intergoverninental	628,169		150	628,319
Budget mini-grant received for	Youth Initiative Project				
Sheriff Office (618):					
001-618-00.5719_400	Misc Eqpt-operating	8,205	650		
001-618-00.5362	Criminal Investigation	18,228	030	(050)	8,855
	- The state of the	10,220		(650)	17,578
Transfer for replacement evide	ence room refrigerator				
		FUND NO. <u>070</u>			
	FUND T	ITLE: JUVENILE	CENTER		
Juvenile Center (685):					
070-685-00.5021	Staff	0.000.400			
070-685-00.5031	O/T	2,036,130	65,169		2,101,299
070-685-00.5061	Longevity	29,400	18,000		47,400
070-685-00.5101_100	Fica	11,200 130,292	180		11,380
070-685-00.5101_200	Medicare	30,473	5,157		135,449
070-685-00.5101_300	Retirement	226,370	1,206		31,679
070-685-00.5160_400	Medical Insurance	583,405	9,058	/04 4 40)	235,428
070-685-00.5091	Salary Adjustment	4,448		(84,142)	499,263
070-685-00.5202	Data Proc Supplies	1,700		(4,448)	0
070-685-00-5448	Contract Svcs.	255,000		(180) (10,000)	1,520
			98.770	(98.770)	245,000
				1994.194	
Transfer for part-time increase	es needed for staffing ratios				
		FUND NO. <u>053</u>			
	FUND TITLE: SI	ERIFF DRUG FO	<u>RFEITURE FUI</u>	<u>ND</u>	
Sheriff Drug Forfeiture (6	<u>18):</u>				
053-618-00.5717_400	Law Enf Eqpt-operating	0	9,573		9,573
053-618-00.5391	Misc.	22,000	-	(9,573)	12,427

Transfer for eqpt/stop sticks purchase from discretionary funds

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

### **AGENDA ITEM:**

12-3-5 Replat of Lot 16, Green Acres (2 lots). Hold public hearing; discussion and possible action to approve final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 15, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

**REQUESTED BY: Roxie McInnis** 

SPONSORED BY: Precinct 3 Commissioner Will Conley

### **SUMMARY:**

The Green Acres Subdivision is a recorded subdivision located off of F.M. 2325 in Precinct 3. Green Acres was originally divided in 1968 as a 25 lot subdivision. Today there are 55 taxable parcels on the CAD records. Lot 16 (5.373 acres) will be divided into two lots – Lot 16A being 3.373 acres, and Lot 16B the remaining 2.00 acres. Both lots will utilize Wimberley Water Supply and individual on-site sewage facilities at the time of development.

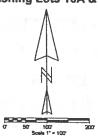
This subdivision is located entirely within the City of Wimberley's extra-territorial jurisdiction and was approved by the city on November 17, 2011.

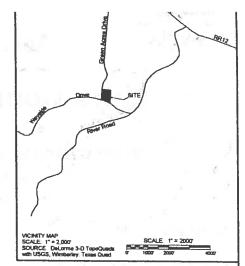
# LOT 15 LGT 4 LOT 17 ORIGINAL LOT CONFIGURATION SCALE 1" = 200"

### **REPLAT OF LOT 16, GREEN ACRES**

a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 65, Hays County Plat Records,

Establishing Lots 16A & 16B





WITHESS MY HAND the the

KNOW ALL MEN BY THESE PRESENTS, That we, Robert L. Website and Karen J. Websiter common of Lot 16, GREEN ACRES a subdivision in helps County. Tessis, according to the ramp or plat thereof recorded in Velume 1, Page 55, Herys County Plate Rock of 4 few 6000 FROG. G. BLACKWILL SURVEY in Halps County. Times, ac conveyed to us by deed delated November 8, 2010 FROG. not in Velume 4007. Page 354. Heye County Dead Records, DO 16700 FROM 1000 Lot 16, to be known as REPLAT OF LOT 16, OFEEN ACRES, in accordance with the plate stream hereon, subject to any and all seasometres or resistrations invalidating printed.

Robert L Webster 4103 Long Last Lane, Porter Teras 77365 Karen J Webster, 4103 Long Leaf Lune, Poter Teams 77305 STATE OF TEXAS COUNTY OF HAYS BEFORE ME, the undersigned authority on this day personally appeared, Robert L. Webster and Karen J. Webster. Incom to me to be the personal shoke remeas are subscribed to the forgong instrument and admonificipled to me that they have essuited the same for the purposes and consideration therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this this A D 2012 NOTARY PUBLIC in and for \_\_\_\_\_County, \_\_\_ L Joel D. Willomeon, City Engineer of the City of Wimbertry. Tesse do haveby carefy that this subc plat conferences to all requirements of the Subdivision Regulatories as to which approved in year and Don Ferguson City Administrator Date I, Don Fergusion, City Administrator of the City of Winderley, Team hereby certify that this sulphit conforms to all requirements of the Subdivision Regulations to which approved in required Don Ferguson City Administrator STATE OF TEXAS COUNTY OF HAVE do hereby certify that the forgoing a filice on the day of do do do of Heys County Texas, in Book AD 2012 STATE OF TEXAS COUNTY OF HAYS I, Liz Gorçanisz, County Clerk of Herys County, Testes, do her A.D. 2012, the Constraints sufflorizing the filing for record of this plat, and said order has Book Peon WITHESS MY HAND AND SEAL OF OFFICE this the AD 2012 BERT COBB M.D. COUNTY JUDGE HAY'S COUNTY TEXAS LIZ GONZALEZ COUNTY CLERK HAYS COUNTY, TEXAS



ee C. Gerze

Tom Pope

Date April 9, 2012 Job No. 11-047 / 16GA5 ZAK cb



of public reactiveys, unless (a) a Driver

Minimum driveway cubers size.

All last antife have a revenuent driveway cuberst size of 18" if needed.

General nature.

11 "Approved of the preferency plan does not constitute approved of any direction from the County's land directionway requirement in the first construction plan or also plan sizes, unless such development have been specifically required and severage and such accounts. The construction plan or also plan sizes, and expressed of the collegation to mostly the design of the project of 4 does not make the series of the collegation to mostly the design of the project of 4 does not make all other Constructions. The construction of the confidence of the section of the section

KNOW ALL MEN BY THESE PRESENTS, That I. Clyde Barroco, a Registered Professional Land Sun-or the State of Tenso, do heavily cardly that this plat is true and correctly made and is prepaid from an actual survey of the property made under my supervision on the ground and that the corner nonuments new found or properly placed under my supervision.

Clyde Derroso. R P L S #5404, State of Texas.

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

### **AGENDA ITEM:**

Call for a public hearing on June 12, 2012 to discuss possible cancellation of Triple Creek Ranch Section Three.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 15, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

**REQUESTED BY: Roxie McInnis** 

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

**SUMMARY:** 

Triple Creek Ranch Section Three consists of three parcels covering 64.038 acres. The proposed cancellation will convert these tracts back into acreage.

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

### **AGENDA ITEM:**

Discussion and possible action to accept fiscal surety for Reunion Ranch Phase 1A in the amount of \$1,078,736.00 and for Reunion Ranch Phase 1B in the amount of \$807,822.50.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 15, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

**REQUESTED BY: Roxie McInnis** 

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

### **SUMMARY:**

The final plats for Reunion Ranch Sections 1 & 2 were approved on July 19, 2005, however, the subdivision was never built. The property was recently sold to a new developer and amended plats indicating minor changes have been approved by the City of Dripping Springs (March 6, 2012) as well as the Development Services Department.

# 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 Supplemental Agreement No. 2 to the Professional Services Agreement with Prime Strategies extending the contract to March 31, 2015 and increasing the not-to-exceed fee for services related to the Hays County Pass-Through Finance Program.

CHECK ONE:	CONSENT x A	CTION EXECUT	IVE SESSION	
	WORKSHOP	PROCLAMATION	N PRESENTATION	
PREFERRED MEE	TING DATE REQ	UESTED: 5/15/12		
AMOUNT REQUIR	RED: \$295,600 for 6	/1/12-9/30/12		
LINE ITEM NUMB	ER OF FUNDS RE	QUIRED:		
REQUESTED BY:				
SPONSORED BY: (	COBB			
See attached				

1508 S. Lamar Blvd. Austin, Texas 78704 (512) 445-7074 voice (512) 445-7064 fax

### Prime Strategies, Inc.

# Memo

To: Hays County Commissioners Court

From: Michael J. Weaver

**Date:** May 8, 2012

Re: Pass-Through Finance Project Management Contract

As you are aware the Prime Strategies, Inc. (PSI) Program Management contract for the Hays County Pass-Through Finance Program expires on June 1, 2012. When the Commissioners Court originally approved the PSI contract in February 2009 they limited the timeframe to three (3) years in order to determine how the program and specific projects would progress as it related to budget and schedule.

Based on the recent reports to the Commissioners Court all of the projects are under budget; the TxDOT payback is ahead of schedule; and with the exception of a few environmental approval delays the projects are on schedule. The attached Supplemental No. 2 would extend the PSI Project Management contract until March 31, 2015 (the estimated date after completion of all projects and TxDOT quarterly invoicing is in place). The Supplemental would also add \$1,700,000.00 for that additional time period to the compensation cap.

We are requesting the Commissioners Court consideration of the Prime Strategies, Inc. Supplemental No.2 on May 15th in order that we can process the necessary Work Authorizations with the Auditor's Office by June 1, 2012.

The following is a summary of the budget and project activities by the County's fiscal year(s).

A. June 1, 2012 - September 30, 2012 -- \$295,600.00

US290 - Traffic Counts/Invoicing

FM150 – Construction Letting/ROW/Utilities

I-35/CR210 - Traffic Counts/Invoicing/Project Close Out

FM1626 North - Construction Letting/Construction Inspection/Website/ROW/Utilities

FM1626 South - Environmental/PS&E

FM110 – Construction Letting/Construction Inspection/Utilities

I-35 Frontage Road - Construction Letting/Utilities

Yarrington Road Interchange – PS&E/ROW

B. October 1, 2012 - September 30, 2013 -- \$737,500.00

US290 - Traffic Counts/Invoicing

FM150 - Coordination/Change Orders with TxDOT

I-35/CR210 - Traffic Counts/Invoicing

FM1626 North - Utilities/ROW/Construction Inspection/Website

FM1626 South - Environmental/PS&E/ROW/Utilities/Website

FM110 - Construction Inspection/Traffic Counts/Invoicing

I-35 Frontage Road - Coordination with TxDOT/Traffic Counts/Invoicing

Yarrington Road Interchange – PS&E/ROW/Utilities/TxDOT Coordination

C. October 1, 2013 – September 30, 2014 -- \$441,900.00

US290 - Traffic Counts/Invoicing

FM150 - Traffic Counts/Invoicing

I-35/CR210 - Traffic Counts/Invoicing

FM1626 North - Construction Inspection/Traffic Counts/Invoicing/Website

FM1626 South - PS&E/ROW/Utilities/Construction Inspection/Website

FM110 - Traffic Counts/invoicing

I-35 Frontage Road - Traffic Counts/Invoicing

Yarrington Road Interchange – TxDOT coordination/Traffic Counts/Invoicing

D. October 1, 2014 - March 31, 2015 -- \$225,000.00

US290 - Traffic Counts/Invoicing

FM150 - Traffic Counts/Invoicing

I-35/CR210 - Traffic Counts/Invoicing

FM1626 North - Traffic Counts/Invoicing

FM1626 South - Construction Inspection/Traffic Counts/Invoicing/Website

FM110 - Traffic Counts/Invoicing

Yarrington Road Interchange – Traffic Counts/Invoicing

If you have any questions or need additional information, please let me know.

ATTACHEMENT: Supplemental No. 2 to the Professional Service Agreement

HC-0360/Memo to HC Court re\_PSI PM Supp No.2\_05082012

# CONTRACT FOR ENGINEERING SERVICES SUPPLEMENTAL AGREEMENT NO. \_2\_ TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF HAYS §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Prime Strategies, Inc. (the "Project Manager") and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on <u>August 22, 2006</u> and Supplemental #1 on <u>February 3, 2009</u>; and,

WHEREAS, the not-to-exceed fee in Exhibit II, Section 1, Item 1.1 in the agreement is set at \$1,000,000.00 and was amended to \$3,845,000.00 through Supplemental #1; 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 *Project Manager* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$\_3,845,000.00\_ to \$\_5,545,000.00\_.
- II. This Supplemental No. 2 to the Professional Service Agreement shall become effective on date of final signature and shall terminate on <u>March 31, 2015</u>, unless extended by a supplemental contract amendment.

All other provisions are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF,** the *County* and the *Program Manager* have executed this supplemental agreement in duplicate,

PROGRAM MANAGER: Prime Strategies, Inc.	COUNTY: Hays County, Texas
Ву:	By:
Signature	Signature
Michael J. Weaver	Bert Cobb, M.D.
Printed Name	Printed Name
President	County Judge
Title	Title
Date	Date

# 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.

### **AGENDA ITEM:**

Discussion and possible action to authorize the County Judge to approve the proposed application for the Public Health Emergency Preparedness Grant, in the amount of \$132,632.00.

CHECK ONE:

CONSENT

**ACTION X** 

**EXECUTIVE SESSION** 

WORKSHOP

**PROCLAMATION** 

**PRESENTATION** 

PREFERRED MEETING DATE REQUESTED: May 15, 2012

AMOUNT REQUIRED: \$13,264.00 in matching funds

LINE ITEM NUMBER OF FUNDS REQUIRED:

According to budget

REQUESTED BY: Chuck Chapman, RN Emergency Preparedness Coordinator

SPONSORED BY:

This is an application, by the Hays County Personal Health Department, to the Texas Department of State Health Services, for Public Health Emergency Preparedness (PHEP) grant program funds. This grant funds the county's Emergency Preparedness program for FY 13. Contract dates are September 1, 2012 through August 31, 2013, with an award amount of \$132,632.00.

The grant requires 10% matching funds from the recipient to qualify for the award. This match is met through health department operating funds totaling \$9900.00 and existing salary and benefits for the Epidemiology Nurse, totaling \$3364.00. The two combined match amounts equal \$13,264.00.

<b>ESCRIPTION OF Item:</b> Discussion and possible action to authorize oposed application for the Public Health Emergency Preparedness Grant,	
REFERRED MEETING DATE REQUESTED: May 15, 2012	
COUNTY AUDITOR	Will American Observation of
MOUNT: \$13,264.00 in matching funds	
INE ITEM NUMBER: FY 2013 budget	
OUNTY PURCHASING GUIDELINES FOLLOWED:N/A	
AYMENT TERMS ACCEPTABLE:N/A	
OMMENTS: This will be budgeted in FY 2013.	
Bill Herzog	
SPECIAL COUNSEL	Cours on Survey
CONTRACT TERMS ACCEPTABLE:	
COMMENTS:	
COUNTY JUDGE	
Signature Required if Approved	
DATE CONTRACT SIGNED:	



# FY2013 PPCPS/HAZARDS

### **Applicant Information**

Legal Name of Applicant Agency/Contract #: Mailing Address:	Hays County Personal Health Department
•	k: 401-A Broadway
	y San Marcos, TX
	p 78666
Payee Name:	Hays County Treasurer
Payee Mailing Address:	
Street / PO Box	c: 712 South Stagecoach Trail Suite 1094
Cit	y San Marcos, TX
	78666
State of Texas Comptroller Vendor ID No (14 digit):	17460022415002
Type of Entity (Choose one)	
Cit Count	
Other Political Subdivisio	n 🗌
Project Period	
Sta	rt9/1/2012
En	0/1/2012
Counties Served	
	4 Here
County County	
County	
County	
County	5 6
County	
Amount of Funding Requested:	\$132,632.00
ASSURANCES	
The facts affirmed by me in this application are truthful. herein and the continuing compliance with these require	I understand that the truthfulness of the facts affirmed ments is a condition precedent to the award of a contract. ng body of the applicant and I (the person signing below)
Signature of Authorized Representative	
Typed Name of Authorized Representative	Bert Cobb, MD
Title of Authorized Representative	
	County Judge
Date of Submission	County Judge
Date of Submission Authorized Representative Telephone Number Authorized Representative E-mail Address	512-393-2202 bert.cobb@co.hays.tx.us

### **CONTACT PERSON INFORMATION**

Hays County Personal Health Department

Legal Business Name:

Fax: E-mail:

kharley.smith@co.hays.tx.us

This form provides information information changes during to the second	on about the appropriate contacts in the contract the term of the contract, please send written noti	tor's organization in addition to those on the FACE PAGE. If any of the follo fication to the Contract Management Unit.
Executive Director/CEO: Phone: Fax: E-mail:	Ext:	Mailing Address (street, city, county, state, & zip):
Chief Financial Officer: Phone: 512-393-2283 Fax: 512-393-2248 E-mail: bherzog@co.hay	Bill Herzog - County Auditor  Ext:	Mailing Address (street, city, county, state, & zip):
L-mail. <u>[Diferzog@co.nay</u>	5.1X.US	712 South Stagecoach Trail, Suite 1071 San Marcos, TX 78666
Accountant: Phone: 512-393-2261 Fax: 512-393-2248 E-mail: jessica.carey@c	Jessica Carey - Accountant  Ext:	Mailing Address (street, city, county, state, & zip):
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		712 South Stagecoach Trail, Suite 1071 San Marcos, TX 78666
Lead Program/Project Leade Phone: 512-393-5538 Fax: 512-393-5530 E-mail: chuck.chapman	Ext:	Mailing Address (street, city, county, state, & zip):
-0.5		1251 Civic Center Loop San Marcos, TX 78666
SNS Coordinator:  Phone: 512-393-5536  Fax: 512-393-5530	Kharley Smith - SNS Coordinator  Ext:	Mailing Address (street, city, county, state, & zip):

1251 Civic Center Loop Marcos, TX 78666

San

### **FORM I: BUDGET SUMMARY INSTRUCTIONS**

DSHS Costs Only Budgeted on Detail Category Pages

An accurate budget plan is essential to achieve the performance measures and work plan set out in the narrative portion of the RFP. Be sure to refer to the appropriate sections in the RFP for program-specific allowable and unallowable costs. On each detail category budget form, budget only those costs that you plan to bill to DSHS. The total amounts budgeted on each detail budget category form will be automatically posted to the respective budget category on "Form I - Budget Summary" under column # 2 "DSHS Funds Requested". The amounts budgeted on each detail budget MATCH category form will be automatically posted to the respective budget category on "Form I - Budget Summary" under column # 5 "Local Funding (Match)". See individual "Detailed Budget Category Forms" for definitions of the cost that are to be budgeted in each category. Enter amount as whole dollars; round up.

Column 1:

The total amount of funds budgeted from all funding sources for the DSHS project. The total of all funding sources (Columns 2 - 6) for each budget category will be automatically totaled. Do not enter amounts in Column (1) except for the amount of Program Income.

Columns 2 - 6: Enter the amount of funding to be provided by each funding source for each "Cost Category" in columns 3 - 6.

Column 2: DSHS funds requested. (automatically posted from each detail budget category form)

Column 3: Federal funds awarded directly to respondent to be used on the DSHS project.

Column 4: Funds awarded to respondent from other state agencies to be used on the DSHS project.

Column 5: Funds provided by local governments (city, county, hospital districts, etc) (MATCH)

Column 6: Funds from other sources. (respondents unrestricted funds including private foundations,

donations, fundraising, etc)

Program Income - Projected Earnings (line K): Enter in Column 1 the total estimated the amount of program income that is expected to be generated during the budget period. The amount budgeted in column 1 should be the total program income that the project will generate. The proportionate share of program income will automatically allocate to each funding source based on the percentage of funding.

DEFINITION: Program income is defined as gross income directly generated through a contract supported activity or earned as a direct result of the contract agreement during the Program Attachment period. Refer to the instructions section below for examples of program income. In summary, program income is revenue generated by virtue of the existence of the program (activities funded under the DSHS Program Attachment).

Contractor must disburse (apply towards gross Program Attachment expenses) the DSHS share of program income before requesting reimbursement.

For more information about program income, refer to the General Provisions and the DSHS's Contractor's Financial Procedures Manual available on the Internet at: http://www.dshs.state.tx.us/contracts/cfpm.shtm

### **Examples Of Program Income**

- Fees for services performed in connection with and during the period of contract support;
- Tuition and fees when the course of instruction is developed, sponsored, and supported by DSHS contract;
- Sale of items fabricated or developed under the contract supported activity;
- Payments for contract supported services received from patients or third parties, such as Medicaid, Title XX, insurance companies;
- Lease or rental of items fabricated or developed under the contract supported activity; and
- Rights or royalty payments resulting from patents or copyrights developed or acquired by the contractor.

Check Totals:

Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.

# FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Personal Health Department

	-									<del>\$</del> 0		\$0	O\$
Other	Funds	(9)											
Local Funding	(Matcn)	(2)	\$2,333	\$1,031	\$2,000	0\$	0\$	0\$	\$7,900	\$13,264		\$13,264	0\$
Other State	Agency Funds:	(4)			From Statement and Statement					\$0		\$0	0\$
Direct Federal	Funds	(3)								\$0		\$0	0\$
DSHS Funds	Requested	(2)	\$88,297	\$39,098	\$3,660	\$0	226\$	\$0	\$600	\$132,632	\$0	\$132,632	0\$
Total	Budget	(1)	\$90,630	\$40,129	\$5,660	\$0	\$977	\$0	\$8,500	\$145,896	\$0	\$145,896	0\$
	Buager Caregories		A. Personnel	B. Fringe Benefits	C. Travel	D. Equipment	E. Supplies	F. Contractual	G. Other	<ul> <li>H. Total Direct Costs</li> </ul>	I. Indirect Costs	J. Total (Sum of H and I)	K. Program Income -

in whole dollars for (3), (4), & (6), if applicable. After amounts have been entered for each funding source, verify that the "Distribution NOTE: The "Total Budget" amount for each Budget Category will have to be populated among the funding sources. Enter amounts Total" below equals the respective amount under the "Total Budget" from column (1).

I oral molon of anil and looked mile animalism and animalism of animalism and animalism.	TO DOCUMENT OF THE PARTY.					
	Budget	Distribution	Budget	Budget	Distribution	Budget
	Catetory	Total	Total	Category	Total	Total
Check Totals For:	Personnel	\$90,630	\$90,630	\$90,630 Fringe Benefits	\$40,129	\$40,129
	Travel	\$5,660	\$5,660	\$5,660 Equipment	0\$	\$0
	Supplies	226\$		\$977 Contractual	\$0	\$0
	Other	\$8,500		\$8,500 Indirect Costs	80	\$0

TOTAL FOR:	Distribution Totals	\$145,896 Budget Total	5,896
* stor(e) of good etandin	ing that validate the respondent's programmatic	administrative and financial capability must be placed after this form	i ii

respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project. Letter(s) of good standing that validate the respondent's programmant, a

# FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Personal Health Department

PERSONNEL				Certification or	Total Average	,	Salary/Wages
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	License (Enter NA if not required)	Monthly Salary/Wage	Number of Months	Requested for Project
Emergency Preparedness Coordinator E	z	Administration of Emergency Preparedness Program	1	RN	\$3,842.85	12	\$46,114
SNS Coordinator E	z	Administration of SNS Program	111	N/A	\$3,515.25	12	\$42,183
						8	\$0
	1				0		\$0
	1	2-1	1,		1		0\$
							0\$
				Į		.1	0\$
							\$0
						PRINCIPLE TO	\$0
							\$0
			Ī	W			\$0
							\$0
							\$0
		70	<b>DTAL FRO</b>	TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS	LEMENTAL BUD	GET SHEETS	\$0
			0		SalaryWage Total	e Total	\$88,297
FRINGE BENEFITS	Itemize	Itemize the elements of fringe benefits in the space below:	ace belo	w:			
FICA (\$88,297 × 6.2%) = <b>\$5,474.41</b> MEDICARE (\$88,297 × 1.45%) = <b>\$1,280.31</b> RETIREMENT (\$7,358.10 × 10.89% × 4) + (\$7,358.10 × 11.32% × 8)= <b>\$9,868.72</b> MEDICAL INSURANCE [(\$878.04 × 4) + (\$965.84 × 8)] x 2 = <b>\$22,477.76</b>	(\$7,358. <sup>-</sup>	0 x 11.32% x 8)= <b>\$9,868.72</b> 8)] x 2 = <b>\$22,477.76</b>					
	-			Fringe	Fringe Benefit Rate %		44.28%
							%
	i			Fringe	Fringe Benefits Total		\$39,098

### FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Personal Health Department

Conference / Workshop Travel Costs					
Description of		:	Number of:		
Conference/Workshop	Justification	Location City/State	Days/Employees	Travel Costs	sts
				Mileage	\$80
	has actionable socialization utilization backmod language			Airfare	
Annual Texas Homeland Security/ Emergency	Alfilial Homeland security awareness, education, and	San Antonio,	9/2	Meals	\$300
Management Conference (April 2013)	container networking contenence to Er statt. Other costs	X	7/4	Lodging	\$750
	lellect parking			Other Costs	\$80
				Total	\$1,210
				Mileage	N ST
	cited A Add adjust the side of action in the second cited and action in the second cited a			Airfare	\$1,000
Urban Shield Terrorism Response Exercise - Alameda		A) backton	6/1	Meals	\$450
County CA, October 26 -29, 2012	Oldari Silletu Exelicise to de colludated by tile Austri Area 11881 (including Have County) for training	Canial d, CA	3,0	Lodging	\$1,000
	UASI (including nays county) to training.			Other Costs	
				Total	\$2,450
				Mileage	
			•	Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
	Annual nomeiand security awareness, education, and			Meals	
	contanct networking conference for EP staff. Uther costs			Lodging	
	leileu palviilg			Other Costs	
				Total	\$0
	TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS	WORKSHOP E	UDGET SHEETS		\$0

Total for Conference / Workshop Travel

109

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			0\$		0\$
			0\$		0\$
			0\$		0\$
			0\$		0\$
			0\$		0\$
			\$0		0\$
			0\$		0\$
TOTAL FROM	M TRAVEL SI	TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS	AVEL COSTS E	SUDGET SHEETS	0\$
			Total f	Total for Other / Local Travel	Travel \$0
Other / Local Travel Costs: \$0	Conf	Conference / Workshop Travel Costs:	\$3,660	Total Travel Costs:	el Costs: \$3,660
Indicate Policy Used:		Respondent's Travel Policy		State of Tex	State of Texas Travel Policy

\$977

**Total Amount Requested for Supplies:** 

# FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Personal Health Department

Itemize and describe each supply item and <b>provide an estimated qua</b> be categorized by each general type (e.g., office, computer, medical, ec	Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.	supply item. Costs may complete this form.
Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
General office supplies	Conduct program/grant work	226\$
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

\$600

Total Amount Requested for Other:

## FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:	Hays County Personal Health Department	
Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Two-way Radio Service (2 radios live for 1 year) @ \$50 x 12 mos	Communications interoperability	\$600
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

Legal Name of Respondent:	Hays County	Hays County Personal Health Department
Total amount of indirect costs allocable to the project:	Amount:	
Indirect costs are based on (mark the statement that is applicable):		
The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)	s are not BASE: 7 Indirect)	
Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.  Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.	service cost rith OMB TYPE: BASE: nclude the In this applying ion of ost	
A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: http://www.dshs.state.tx.us/contracts/	actor's sHS within ternet web	
GO TO	GO TO PAGE 2 (below)	
		Revised: 1/27/2012

### Page 2, FORM I - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be the allocation methodology, and the allocation base:

### SUPPLEMENTAL and MATCH FORMS INSTRUCTIONS

The budget templates include a SUPPLEMENTAL and a MATCH page (one per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. The MATCH pages (one per budget category) are intended to record the required match will be utilized to list detail information for the required match.

The amounts on each supplemental template will automatically populate from the templates and will be inserted on the last line of the primary budget template.

The amounts on each match template will automatically populate from the templates and will be inserted in column labeled "Local Funding Sources (5)"

### The SUPPLEMENTAL and MATCH budget templates are:

Form I-1a Personnel Supplemental

Form I-2a Travel Supplemental

Form I-3a Equipment Supplemental

Form I-4a Supplies Supplemental

Form I-5a Contractual Supplemental

Form I-6a Other Supplemental

Form I-1b Personnel Match

Form I-2b Travel Match

Form I-3b Equipment Match

Form 1-4b Supplies Match

Form I-5b Contractual Match

Form I-6ba Other Match

# FORM I-1: PERSONNEL Budget Category Detail Form (Match)

Legal Name of Respondent:

Hays County Personal Health Department

PERSONNEL				Certification or	Total Average	Number	Salary/Wages
de	Vacant Y/N	Justification	FTE's	License (Enter NA if not required)	Monthly Salary/Wage	of Months	Requested for Project
Epidemiology Nurse	z	Conducts and participates in countywide surviellance activities. Conducts investigations related to communicable disease outbreaks. Collects, documents, and reports critical data related to communicable disease. Conducts public health training and education.  Participates in regional epidemiological activities.	0.05	NA N	\$3,688.97	12	\$2,333
							0\$
							\$0
							\$0
							\$0
							\$0
							\$0
						1	\$0
							\$0
					1111	7.	\$0
				A			\$0
							\$0
		11.	1			1 7	\$0
							\$0
			- I	l.	SalaryWage Total	Total	\$2,333
FRINGE BENEFITS	Itemize	Itemize the elements of fringe benefits in the space below:	pace b	elow:	A I	-1	
FICA (\$2,333 x 6.2%) = \$144.65				п			
MEDICARE (\$2,333 x 1.45%) = \$33.83  PETIREMENT (5.27% x \$3.688.97 x 10.89% x 4) + (5.27% x \$3,688.97 x 11.32% x 8) = \$260.32	5.27% x \$	33,688.97 x 11.32% x 8) = \$260.32					
MEDICAL INSURANCE (\$848.04 × 5.27% x 4) + (\$965.84 × 5.27% x	65.84 x 5.	.27% x 8) = \$592.28					
				Fringe B	Fringe Benefit Rate %		44.20%
				L	1.4.7 T.4.7		6
			1	runge	Fringe benefits Total	1	41,031

\$2,000

Total for Conference / Workshop Travel

FORM I-2: TRAVEL Budget Category Detail Form (Match)

Legal Name of Respondent:

Hays County Personal Health Department

		(6)		101	Te.
		(a)	(q)	(a) + (b)	
		0.9			P
		0\$			0\$
		\$0			0\$
		0\$		1	\$0
		0\$		11	\$0
		\$0			\$0
		\$0			\$0
		\$0			\$0
		\$0			\$0
		Total	Total for Other / Local Travel	Travel	\$0
Other / Local Travel Costs: \$0 Conference / W	Conference / Workshop Travel Costs:	\$2,000	Total Travel Costs:	Costs:	\$2,000

\$7,900

**Total Amount Requested for Other:** 

# FORM I-6: OTHER Budget Category Detail Form (Match)

Legal Name of Respondent:	Hays County Personal Health Department	
Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost
Cellular phone service	Communications interoperability and Connectivity	\$5,400
Vehicle Maintanance	Maintain program vehicle	\$1,000
Continuing Education	License, class, summit and conference costs	\$1,500
		2

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a Resolution for participation in the PACE 2013 Purchasing Cooperative by Hays County.

**TYPE OF ITEM: ACTION** 

PREFERRED MEETING DATE REQUESTED: May 15, 2012

**AMOUNT REQUIRED: None** 

LINE ITEM NUMBER OF FUNDS REQUIRED:

Not Applicable

REQUESTED BY: COBB/MCGILL

**SPONSORED BY: COBB** 

**SUMMARY:** 

The PACE 2013 Purchasing Cooperative is organized and administered by the Education Service Center, Regions 20 and 13. Participation in the program will facilitate the purchasing process for the Hays County Information Technology Department, for the acquisition of electronic devices to be used in Hays County offices.

### **RESOLUTION**

WHEREAS, it is the intent of
(Name of Entity) to join and participate in the PACE, 2013 Purchasing Cooperative, being organized and administered
by the Education Service Center, Region 20 and Education Service Center, Region 13.
WHEREAS, authority for this commitment is authorized by Article 791.011 Interlocal
Cooperation Act as amended and would allow for substantial savings to be realized by volume
purchasing of specific commodity items.
BE IT RESOLVED, that
Cooperative being organized and administered by the Education Service Center, Region 20 and
Education Service Center, Region 13 and recognizes that there will be no fee for participation.
BE IT FURTHER RESOLVED, that (Name of Entity)
Commissioners Court hereby authorizes (Name of Entity) (Name and/or Title) to execute
such documents as are appropriate and necessary to implement the Entity's participation in said PACE,
2013 Purchasing Cooperative.
We certify the foregoing is a true and correct copy of the resolution duly adopted by
, of, Texas. In (Name of Entity) (City)
(Name of Entity) witness thereof, I/we have hereunto set my/our hand(s) this day of
, 2011.
AUTHORIZED SIGNATURE:
NAME and TITLE:
AUTHORIZED SIGNATURE:
NAME and TITLE:

### **PACE PURCHASING COOPERATIVE**

### INTERLOCAL AGREEMENT

Member Name:	County District Number:
Education Service Center, Region 13 & 20 into the following cooperative service arra	(Coop) and the above named agency (member) enternangement.
unless either party gives ninety (90) days p	(date) and shall automatically renew prior notice of non-renewal. This agreement may be er party upon thirty (30) days written notice.

### The Coop will:

- · Handle bidding procedures
- · Abide by all bid laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- · Develop award information forms for member use
- · Send award information to vendors
- · Develop system for gathering evaluation information from members on vendor performance and product quality
- $\cdot$  Provide comparison information with previous awards to evaluate effectiveness of proposals

### The Member will:

Ensure an approved resolution (if required in member State) to participate in Cooperative is on fil Coop

- Designate a member employee to serve as a liaison with Coop
- · Provide release time for meetings, proposal openings, and testing assistance as needed
- · Identify delivery location within Member on purchase orders
- · Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- · Provide Coop with evaluation forms regarding vendor and product concerns

### Authorization:

Education Service Center, Region 13 & 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

### PACE PURCHASING COOPERATIVE

### INTERLOCAL AGREEMENT

Member Name:	County District Number:
Please send a signed Interlocal Agreemer	nt to (or fax to 210-370-5776):
Education Service Center, Region 20 Attn: PACE Coop	
1314 Hines Ave	
San Antonio, TX 78208.	
Public Entity	Education Service Center, Region 20
BY:	BY:
Authorized Signature	Authorized Signature
	Purchasing Coordinator
Title	Title
Date	Date
	Jim Metzger
Contact Person	Contact Person
	Purchasing Coordinator
Title of Contact Person	Title of Contact Person
	210-370-5204
Street Address	Phone Number
	210-370-5776
City, State, Zip	Fax Number
	jim.metzger@esc20.net
Phone/Fax Number	E-mail Address
E-mail Address	<del></del>

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to approve Bid Package #2 for costs related to the Precinct 2 offices.

**TYPE OF ITEM: ACTION** 

PREFERRED MEETING DATE REQUESTED: May 15, 2012

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: Commissioner Precinct 2 Mark Jones/Broaddus & Associates

SPONSORED BY: Commissioner Precinct 2 Mark Jones

**SUMMARY:** 

Back-up to be provided in Court.

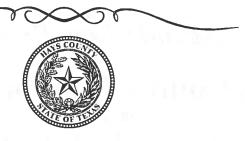
### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and Possible action to adopt a Resolution regarding the
holding of Mental Health Patients in our County Jails
CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
$\square$ WORKSHOP $\square$ PROCLAMATION $\square$ PRESENTATION
PREFERRED MEETING DATE REQUESTED: May 15, 2012
AMOUNT REQUIRED: None
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A
REQUESTED BY: Ingalsbe
SPONSORED BY: Ingalsbe
SUMMARY: This resolution was recently passed at the West Texas County Judges and
Commissioners Annual Conference and will most likely be passed at the North and East
Conference and South Texas Conference as well as our State Conference.
This is a problem that we are dealing with locally, and as of the deadline to submit agenda items,
the statistical information was not available. The sheriff's office is gathering the information and
it will be available for court.
This is another unfunded mandate that needs to be resolved. Local governments cannot continue
to bear the burden of State responsibilities.



### RESOLUTION REGARDING THE HOLDING OF MENTAL HEALTH PATIENTS IN OUR COUNTY JAILS

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, Texas counties are currently forced to hold mentally incompetent prisoners for an average of six months while awaiting court-ordered transfer to a state mental facility for treatment; and

WHEREAS, each of these pre-trial inmates is costing the local taxpayer approximately \$9,000 during this period of incarceration; and

WHEREAS, the county jail is not an appropriate facility for the mentally ill, and these prisoners pose a high risk of injury to themselves, the jail staff and other prisoners; and

WHEREAS, a State District Court in Travis County has ordered the Department of Health Services to receive these prisoners within 21 days of a judge's order; and

WHEREAS, instead of accepting its responsibility, the State has appealed this order; and

WHEREAS, this delay by the State is increasing the cost to our taxpayers and continuing this improper practice;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Hays County, Texas, hereby requests that the Governor, the Lt. Governor, and the Speaker of the House immediately convene a meeting of the Legislative Budget Board and transfer sufficient funds to enable the admission of these mentally ill persons to a state facility and end the unconscionable practice of holding these prisoners within the county jail.

RESOLVED, ORDERED, AND DECLARED this the 15th day of May, 2012.

	Bert Cobb Hays County Judge		
Debbie Gonzales Ingalsbe Commissioner, Pct. 1		Mark Jones Commissioner, Pct. 2	
Will Conley Commissioner, Pct. 3		Ray Whisenant Commissioner, Pct. 4	-
ATTEST:			
Liz Q. Gonzalez Hays County Clerk			

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Cale Baese and ( replace Marilyn E	Discussion and Possible action to approve the appointments of Christina Baese as Co-Chairs to the Kyle Log House Commission to eals.
CHECK ONE:	☐ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION
	□ WORKSHOP □ PROCLAMATION □ PRESENTATION
PREFERRED MEI	TING DATE REQUESTED: May 15, 2012
AMOUNT REQUI	RED: None
LINE ITEM NUMI	BER OF FUNDS REQUIRED: N/A
REQUESTED BY:	Ingalsbe/Beals
SPONSORED BY:	Ingalsbe
	to medical reasons, Marilyn Beals has stepped down as Chairwoman of the mmission. These appointments will establish co-chairs to this commission.

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to allow a variance to driveway separation requirements for San Marcos Community Church.

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

PREFERRED MEETING DATE REQUESTED: May 15, 2012

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

**REQUESTED BY: Borcherding** 

**SPONSORED BY: Ingalsbe** 

SUMMARY: This is a request for variance from driveway spacing requirements (110' requested vs. 150' requested. The location of this property is 3461 Old Bastrop Road. Due to the pending safety improvements to Old Bastrop Road, this variance is a reasonable consideration.



### Hays County Development Services Hays County Development Services P.O Box 1006 / 2171 Yarrington Road SAN MARCOS, TX 78667 (512) 393-2150

Receipt Number: 2012-1870

5/1/2012 01:40 PM LS SM

	\$100.00	Variance	
		Possived From:	)
[		Received From:	1
		San Marcos Community Church	
		Amount Received:	
	9-19-1-10-1-10-1-10-1-10-1-10-1-10-1-10	\$100.00	
		Payment Information:	
		Check #1762	
	** P. S. S. S. STERMINGTON S. S. S. STAN State who compresses community of the State		
		Driveway Variance for 3461 Old Bastrop Rd	



### REQUEST FOR VARIANCE Hays County, Texas

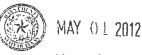
To be included with Plat Submittal or Application for Development Authorization

For Office Use Only	
Tracking Number:	
Date App. Received:	
Precinct # in which located:	

**INSTRUCTIONS:** Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:
Property Owner's Full Legal Name: Sans MARGS Community Church
Property Owner's Mailing Address: Po Box 854 SAD MARCO TOND 18657
Home Phone: 512-8-5- 4390
Cell Phone: 512-393-4926 e-Mail Address: John C. Schamering Chamber Ch
IF APPLICABLE: Owner hereby gives permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.
I hereby certify that the above statements are true and correct to the best of my knowledge.
Owner's Signature
STATE OF TEXAS COUNTY OF
Subscribed and sworn to before me thisday of, 20
(seal)
Notary Public My Commission expires:
APPLICANT INFORMATION (if different from Owner):
Applicant's Full Legal Name: John Allen McCours
Applicant's Mailing Address: 344 Meading Lane MARTHOUSE D 78655
Home Phone: Work Phone:
Cell Phone: e-Mail Address:
PROPERTY INFORMATION:
Proposed Name of Subdivision (if applicable): San Marcos Community Church Subdivision
911 street address for the Subject Property, if established: 344 34 Business Ch. Subject Property D 716
A TABLE OF THE STATE OF THE STA

RECEIVED



Hays County Page 2 of 6
Development Service 1302/09

Request for Variance

Legal de	scription:					
Lot	_, Block	, Subdivision		, Sec	, Phase	
		d in a subdivision: Survey 22.96				
		Abstract4	6Recorded	l (Vol/Page) <u>16/23</u>	7	
	This numbe	sal District Property ID Number: or can be obtained by searchin ud.com or by calling the HCAD a	g the on-line p	roperty records for ?.	the Subject Propert	v at
		et in which the subject property is ation can be obtained by calling (				
ACTION	N REQUES	TED:				
□ □ □ Varia ☑ Othe	Variance in Chapters 71 Variance in the Regulat requirement Variance in under Chapt Variance in issued unde Variance fo 701.8.05 (1) ance of the Fr (specify): 9 licants com a variance	Variance as follows (check all that the design and construction assort and 735 of the Regulations that the design, construction, and opions that is specifically authorizes under County regulations for extended the design, construction, and opters 711 and 745 of the Regulation the alignment, design, and mater Chapters 711 and 751 of the Restrict Conservation Developments is through (8).  Regulations as they apply to the sign commercial Driveway Separation plete the following:  from the Hays County Development the Hays County Development the following:	ociated with a Flat does not result eration for an Ozed under TCEOxisting residential eration of a Market and the construction of a market at involve regulations that of sued under Chapubdivision of profit	in a change of classic SSF permitted under control of the Regularity in Hays Country in Hays Country in Hays Country SSF permitted the control of the country in Hays Country SSF permitted the control of the country in Hays Country in Hays Country in Hays Country in Hays Country SSF permitted the control of the country in Hays Country in Ha	fication for the FHAP. The Chapters 711 and 74 avolves minimum lot uired to be re-certified that Community permand widths. Facility Use per a those Chapters. Illations as allowed in try.	el of size d. itted mits Sec.
Section of Regulations being Appealed		Requirements of Regulations	5	Variance	Sought from Requirem	nents
Article VII Street Design and Construction		separation between commercial		The amount of road	d frontage on the lot ar quirements allow a dis between the two prop	nd the
			V			

Request for Variance

Page 3 of 6 Revised 11/02/09

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

### HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The road frontage on the lot is approximately 223 feet. The minimum width requirement for a commercial driveway is 40 feet. The owner wishes to have two ingress/egress points for the expected volume of traffic particularly during services. The owner would also like to keep the driveways off of the property lines due to the existence of utility easements. The Engineer has prepared plans showing the two driveways with a separation of approximately 110' which is the most that the owner and Engineer feel comfortable with.

- 2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

  There are two primary reasons for requesting this variance. First, prior to and just after regular Sunday services the amount of traffic entering and exiting the site will be significantly larger than normal everyday traffic. The potential for a problem or emergency during that time is substantially increased. A second point of ingress would be beneficial during such time. Second, at this time only a small portion of the site is being developed. There is a large parcel of land in the rear that would benefit from the addition of a second driveway.
- 3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The variance is simply requesting the right to have two points of ingress/egress from a commercial property. The property is the location of a Church and is regarded as commercial under County requirements but it actually only meets the traffic criteria for a commercial site during services. At most other times the amount of traffic would be similar to that of a residential driveway which has a 50' separation requirement.

create The "	d) and/or (b) economic or financial hardship because:  hardship" if you choose to view it as that, is a result of the size of the lot and the amount of road frontage.
5. De	escribe how the variance will improve the functionality of the development on the Subject Property:  allow easier access and egress from the site during it prime usage times. It will also help to get the increased off of the main road and into the parking lot quicker.
6. De for wl	escribe how the variance will improve the viability or sustainability of the conservation space for the purposes hich it is set aside, if applicable:
7. Do any o <u>NA</u>	escribe how the variance will resolve a conflict between the provisions of the Development Regulations and ther applicable governmental requirements (specify the source of the other requirements):
****	**************************************
	PRE-SUBMITTAL CHECKLIST
CHE	CK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, CATE BY PLACING "NA" IN THE CHECK BOX.
	Completed Subdivision Plat Submittal Form or Application for Development Authorization.  Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
X	Other - List any other supplemental information submitted with this Application:
	Sketch of proposed driveways with separation.
****	**************************************

### OWNER'S/APPLICANT'S CERTIFICATION:

§ §

Subscribed and sworn to before me this \_\_/

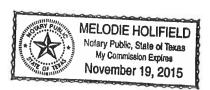
STATE OF TEXAS

**COUNTY OF HAYS** 

(seal)

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Print Name John A. W.C. M. S. V. C. M. S. V. M. S. V. C. M. S. V. M. S. V. C. M. S. V. M. S. V. C. M. S. V. M. S. V. C. M. S. V. M. S. V. C. M. S. V. M. S. V.



### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

			_	
AGENDA ITEM: Executive Sthe Texas Government				
regarding the appointmen				
employee within the Victi	m Service	s Division of the	Havs Count	v Criminal
District Attorney's Office. F			riayo odarii	ly Omman
- is in the interest of the control	0001010 001	ion may ronow.		
CHECK ONE: CONSEN	T ACTIO	N X EXECUTIV	E SESSION	
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PREFERRED MEETING DATE	REQUESTE	CD: 5/15/12	Man i	Åε
AMOUNT REQUIRED: TBD		y		
LINE ITEM NUMBER OF FUN	DS REQUIR	E <b>D</b> : TBD	P I	
REQUESTED BY: TIBBE				
SPONSORED BY: COBB		J 1		
<b>SUMMARY:</b> SUMMARY TO BE	PROVIDED	IN EXECUTIVE SESS	ION	-

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment, duties, and/or reassignment of the Hays County Law Librarian. Possible action may follow.
CHECK ONE:   CONSENT  ACTION X EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: 5/15/12
AMOUNT REQUIRED: TBD
LINE ITEM NUMBER OF FUNDS REQUIRED: TBD
REQUESTED BY: KENNEDY
SPONSORED BY: COBB
SUMMARY: SUMMARY TO BE PROVIDED IN EXECUTIVE SESSION

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development information, to be called "Project Amp." Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: 5/15/12

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

**REQUESTED BY: COBB** 

**SPONSORED BY: COBB** 

**SUMMARY:** Summary to be provided in Executive Session.

### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real					
property related to the marketing and potential sale or lease of County owned properties. Possible					
action may follow in open court.					
action may rone w in op	oen court.				-
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					***
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CHECK ONE:	CONSENT	CONSENT ACTION X EXECUTIVE SESSION			
	WORKSHOP	PROCI	LAMATION	PRESENTATION	ala e
PREFERRED MEETING DATE REQUESTED: 5/15/12					
AMOUNT REQUIRED:					
LINE ITEM NUMBER OF FUNDS REQUIRED:					
DEOLIDOTED DV					
REQUESTED BY:					
SPONSORED BY: Cobb					
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### Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County.

**TYPE OF ITEM:** Executive

PREFERRED MEETING DATE REQUESTED: May 15, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY

SPONSORED BY: COBB

**SUMMARY:** 

Litigation update to be provided in Executive Session.

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